

AGENDA

Thursday, July 31, 2014 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-79

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

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

1. Presentation Recognizing the 2014 NACo Achievement Awards (Tracy Moreland, Public and Government Affairs)

III. PUBLIC HEARINGS *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

2. Second Reading of Ordinance No. 03-2014 Amending Title 5, Animals and Appendix B Fines, of the Clackamas County Code and Approval of Resolution No. _____ Amending Appendix A, Fees of the Clackamas County Code (Deidra Landon, Department of Transportation and Development)

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

-NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

3. Approval of an Amendment to an Intergovernmental Agreement with the City of Gladstone for Street Improvements in Northwest Gladstone – Housing & Community Development

- 4 2. Approval of an Intergovernmental Subrecipient Agreement with City of Lake Oswego/Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
- 5 3. Approval of Grant Agreement No. 146000 with the Oregon Health Authority for the Oregon Council of Clinical Innovators – *Behavioral Health*
- 6 4. Approval of an Interagency Agreement with Clackamas County Health Centers, Behavioral Health Clinic to Provide Outpatient Mental Health services and Substance Abuse Services – *Behavioral Health*
- 7 5. Approval of an Intra agency Agreement with Clackamas County Health Centers, Behavioral Health Clinics to Provide Outpatient Mental Health Services – *Behavioral Health*

B. Elected Officials

- 8 1. Approval of Previous Business Meeting Minutes – *BCC*
- 9 2. Board Order No. _____ Delegating the Authority of ORS 169.170 to the Clackamas County Sheriff to Provide Inmate Work Crews for Public Works - *ccso*
- 10 3. Resolution No. _____ Appointing Pro Tempore Judge for the Clackamas County Justice Court - *JC*

C. County Counsel

- 11 1. Approval of a Quitclaim Deed to the Oregon Department of Transportation as part of the Sunrise Corridor Transportation Project

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html



GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

July 31, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation recognizing 2014 NACo Achievement Award program staff

Purpose/Outcomes	Recognizing Clackamas County staff who were involved in the coordination and success of award-winning county programs
Fiscal Impact	None
Funding Source	N/A
Safety Impact	N/A
Duration	N/A
Previous Action	None
Contact Person	Tracy Moreland, Community Relations Specialist – PGA 503-655-8520

BACKGROUND

Public and Government Affairs is pleased to present to the Board of County Commissioners several county departments honored by the National Association of Counties (NACo) with a 2014 Achievement Award. NACo awards recognize effective and innovative programs which contribute to and enhance county government throughout the United States.

The following awards were presented to Clackamas County:

Clackamas Broadband Express

The Clackamas Broadband Express project grant ended in 2013 and has provided a dark fiber infrastructure to underserved areas of the county. This project has been a major success, both for the County and the consumers (including numerous public entities) that are now able to fully utilize it. Clackamas Broadband Express was recognized by NACo in two categories: *Information Technology and Economic Development.*

Down the Drain

Clackamas County Service District No. 1, a wastewater and surface water management agency, provides tours of its facilities to the public.



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Board of County Commissioners
Clackamas County, Page 2

Down the Drain is a fun and educational video about what should NOT go down the drain and the complex processes involved in treating wastewater at the Tri-City Water Pollution Control Plant in Oregon City.

With the goal of enhancing citizen understanding of the history and technology behind removing pollutants from water after use within homes and businesses for public and environmental health, *Down the Drain* was conceived, scripted, filmed, animated and as a collaboration of ideas, visions and creativity that became reality. *Category: Civic Education and Public Information*

Film and Media Production Program and Permit Application

The Clackamas County Film and Media Production program is an initiative under Business and Economic Development created to advance jobs and increase business opportunities in the creative class, film, and media industries.

With the support of Commissioners, county staff in collaboration with Clackamas County cities and industry partners developed an online permit application where a business can enter their production information in one place; identify all locations throughout Clackamas County where they are interested in filming; and submit their film permit application to all jurisdictions with only one easy step. The application not only serves as the “one-stop” for permitting but it also has resource information available through links.

Employment Lands Site Search Tool

The Employment Lands Site Search tool is an online property search engine and mapping tool offered through Clackamas County Business and Economic Development. Site Search provides access to a database of available commercial and industrial properties throughout Clackamas County. Prospective businesses, site selectors, project managers, investors and recruiters can use this tool to search for land, buildings and development sites. *Category: Information Technology*

The Lean Process Improvement Initiative

The Lean Process Improvement Initiative is a set of concepts, principles, and tools to deliver the most value from the customer’s perspective while consuming the fewest resources. Lean frees up staff time for value-added work by removing waste from the processes around us. The Clackamas County Health, Housing and Human Services Department (H3S) launched the Lean



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Process Improvement Initiative in August 2009 as part of a process improvement effort. The effort puts the client's needs first by ultimately delivering higher quality services, by keeping wait times to a minimum, and by reducing the redundancy of needed paperwork and information generally gathered from the client. *Category: Administration Management*

Accelerated Timber Harvest

Clackamas County's Business and Community Services manages county parks and county forestland. Historically, more than half of the \$2 million operating budget for parks was generated from the timber harvest revenue. The accelerated harvest bundled three to five timber sales over the next two years, allowing for early payoff of debt for the Stone Creek Golf Course, saving taxpayers \$1 million per year in interest payments.

This project not only won a NACo Achievement Award, but it was also designated Best in Category, for *Financial Management*.

RECOMMENDATION

Public and Government Affairs is pleased to help the Board recognize these departments for their excellence and hard work. Congratulations to all the staff involved.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gary Schmidt".

Gary Schmidt
Director, Public and Government Affairs

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www.clackamas.us/bcc/business.html



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COPY

M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

July 31, 2014

Board of County Commissioners
Clackamas County

Members of the Board

SECOND READING OF ORDINANCE 03-2014 AMENDING TITLE 5, ANIMALS, AND
APPENDIX B, FINES, OF THE CLACKAMAS COUNTY CODE
AND ADOPTION OF RESOLUTION AMENDING APPENDIX A, FEES, OF THE CLACKAMAS
COUNTY CODE

Purpose/Outcomes	This is the second reading of proposed amendments to Title 5 of the County Code. These proposed amendments fall into three primary categories: (1) statutory changes, (2) housekeeping to better define current program operations and (3) continuous annoyance (barking dogs). Fees and fines are proposed with the ordinance amendments to provide financial support for the program changes.
Dollar Amount and Fiscal Impact	\$160,000/year for proposed Continuous Annoyance program; no fiscal impact for other proposed amendments.
Funding Source(s)	<u>Animal Rescue Entities:</u> <ul style="list-style-type: none"> • Licenses: \$100/year/entity (number of entities unknown) • Fines: Unknown <u>Continuous Annoyance (Barking Dogs):</u> <ul style="list-style-type: none"> • Citations: \$13,000-19,000/year • Dog Licenses (increase): \$144,000/year (additional \$6/license/year)
Safety Impact	The statutory changes are designed to help ensure the safety of animals and guard against abuse.
Duration	Ongoing
Previous Board Action	None
Contact Person	Diedre Landon, Administrative Services Manager Department of Transportation and Development 503-742-4411 (Phone) dlandon@clackamas.us

BACKGROUND:

Statutory Changes: Several code amendments are proposed to bring County Code into compliance with new and revised State statutes. (Exhibit A)

Housekeeping: A number of amendments are proposed to clarify and further define portions of the code. These do not result in any substantive changes. (Exhibit A)

Continuous Annoyance: During the 2013-14 budget sessions, the Board of County Commissioners directed Clackamas County Dog Services (CCDS) staff to revisit the barking dogs program ("continuous annoyance"). Three BCC study sessions have been held since then to discuss the issue. (Exhibit A; Attachments B & C)

- Barking dog complaint calls often involve neighbor-to-neighbor issues other than the barking dog, and the other issues must be acknowledged to resolve the barking dog issue.
- Since most dog owners are not aware their animal is barking and/or that their neighbors are annoyed by the barking, a successful program relies on the participation of both parties to reach a solution.

Because of these challenges, barking dog complaints are difficult to respond to and resolve. Clackamas County Dog Services (CCDS) is recommending a continued partnership with the County's Dispute Resolution Center to help resolve such complaints. Staff developed a structure for a resolution-based program that is reflected in the proposed amendments. (Attachment B)

License, Fee and Fine Changes: A \$6/license/year increase is proposed to the cost of County dog licenses to cover the additional cost of the proposed continuous annoyance program. A new fine is proposed for veterinarians who fail to report a canine rabies vaccination pursuant to County Code, Chapter 5.01.030(B3). In addition, as provided in the law there would be a charge for a new license for rescue entities, and fines for violating new laws on dog tethering and minimum care. (Attachments D & E)

EXECUTIVE SUMMARY:

Clackamas County Dog Services proposes the following amendments to the Title 5 Animal Code and related license fees and fines. The amendments were reviewed and approved by County Counsel.

1. Statutory Changes

a. Animal Rescue Entity:

With the passage of Senate Bill 6 during the 2013 legislative session, state law has been amended to require licensing and record-keeping for Animal Rescue Entities. The bill defines enforcing entities, which includes Clackamas County Dog Services, and requires the enforcing agency to license and enforce the law regarding these entities. The law allows the enforcing agency to impose fines if an animal rescue entity fails to comply with the law. Changes to Section 5.01.030(A)(3) reflect these legislative changes.

b. Tethering Restrictions:

During the same legislative session, approved House Bill 2893 amended ORS 167.343 to impose limitations on the type and duration of tethering used on dogs. The law also provides for the imposition of fines for failing to comply with the law. These new laws are included, as amended by the state, in 5.01.040(B)(18).

c. Minimum Care Requirements:

Passage of HB 2783 modified the statutory minimum care requirements for dogs in the State of Oregon. Changes to Chapter 5.01.020(A)(22) reflect these changes.

2. Housekeeping:

a. Inspection Certifications: The code is being amended to permit people who purchase multiple dog licenses to verify compliance with minimum care standards by either having the County inspect the premises or by submitting an inspection certification from a licensed Oregon veterinarian. 5.01.030(A)(2).

b. Changes to 5.01.070(B) require a Dog Services officer to request entry onto real property during the course of an investigation to determine whether to issue a citation.

c. Staff proposes removal of 5.01.090(D), which authorizes the Dog Services manager to request the assistance of law enforcement to obtain and execute a warrant for search and seizure of dogs. The existing language sets an expectation of action with residents, though this is not the preferred method of compliance. The removal of this language reflects our current practice.

d. Staff proposes adoption of a fine for citing veterinarians who fail to report a canine rabies vaccination pursuant to County Code, Chapter 5.01.030(B3). The rabies vaccination report helps the County identify unlicensed dogs within the county and pursue licensing. Identifying and returning a licensed dog to its owner can be done relatively easily and quickly, minimizing the amount of shelter and care needed for a dog found running-at-large.

3. Continuous Annoyance (Barking Dogs)

Complaints from people about barking dogs are more formally referred to as continuous annoyance calls. The Board directed staff to develop a progressive, resolution-based program and that is reflected in the proposed ordinance amendments.

Adoption of the amendments outlined in Sections 5.01.040(B)(17) and 5.01.070(F)(1-2) will reinstate the Continuous Annoyance regulation in County Code. Staff recommends that the ordinance be adopted with program implementation effective January 5, 2015 (the first Monday in the new calendar year). This schedule provides time for the recruitment and training of personnel to handle the new workload resulting from the program changes.

As discussed at a recent study session on this topic, program costs that exceed revenue generated by fines and citations will be paid for with the proceeds of a \$6/license/year increase in the cost of a County dog license.

FINANCIAL IMPLICATIONS (current year and ongoing):

- **Animal Rescue Entity:** The addition of the animal rescue entity program is projected to have little to no impact on the overall financial status of Dog Services. The initial licensing fee is expected to enable cost recovery for the licensing and tracking portion of the program because much of the burden is placed on the licensee. Fines paid by entities found to be in violation of the new laws are anticipated to provide for approximately 50% direct cost recovery; any remaining expenses would be sought for recovery during legal proceedings.
- **Continuous Annoyance:** One administrative team member and one field services officer will be needed to respond to the additional complaints generated with the proposed Continuous Annoyance program. The Board allocated \$200,000 to the FY13-14 CCDS budget to meet related staffing needs and program implementation for the first year of the program. Assuming limited collection on citations, this program will require ongoing support of approximately \$144,000 per year, in addition to existing program costs. The recommended structure, which includes an increase of \$6/license/year, captures the cost of staffing a barking dog (continuous annoyance) provision in the County Code.
- **Other Fees and Fines:**
 - Adoption of a fine for the improper tethering of a dog provides a mechanism for the County to enforce the new laws that the State put into effect.
 - The adoption of a fine for citing veterinarians who fail to report canine rabies vaccinations provides an incentive for voluntarily compliance.

ATTACHMENTS:

Exhibit A: Title 5 – Animal Code Amendments (Redline)

Attachment B: Proposed Barking Dog Program Response Process

Attachment C: Title 5 – Animal Code Amendments (Continuous Annoyance Language)

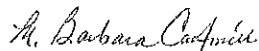
Attachment D: Program Fine Schedule (Proposed)

Attachment E: Resolution Amending Appendix A, Fees, of the Clackamas County Code

RECOMMENDATION:

Staff recommends the Board of County Commissioner the Board of County Commissioners complete the second reading of Ordinance 03-2014 and adopt it, along with Resolution amending Appendix A, Fees, of the Clackamas County Code.

Sincerely,



M. Barbara Cartmill
Director

ORDINANCE NO. 03-2014

An Ordinance Amending Title 5, Animals, of the Clackamas County Code

WHEREAS, the Clackamas County Board of Commissioners finds that Title 5, Animals, of the Clackamas County Code should be updated to comply with newly enacted State law requirements including regulation of animal rescue entities and tethering requirements;

WHEREAS, the Clackamas County Board of Commissioners finds that continuously barking dogs can be disruptive and annoying, and can interfere with County residents' peaceful enjoyment of their homes and property;

WHEREAS, the Clackamas County Board of Commissioners finds that continuously barking dogs are contrary to the public health, safety and welfare;

WHEREAS, the Clackamas County Board of Commissioners finds that there are numerous other amendments to Title 5 that should be implemented; and

Now, therefore, the Board of Commissioners of Clackamas County amends the Clackamas County Code as follows:

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Title 5 of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

Section 2: Effective Date

The provisions of this ordinance that pertain to continuously barking dogs ("continuous annoyance") shall be effective on January 5, 2015. All other provisions will become effective 90 days after adoption.

ADOPTED this 31st day of July, 2014.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS
AMENDING APPENDIX A OF THE COUNTY
CODE BY ADOPTING NEW AND CHANGED
DOG SERVICES FEES



Resolution No.

NOW, THEREFORE; IT IS HEREBY RESOLVED BY THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS THAT:

Section 1: Pursuant to Section 1.01.090 of the Clackamas County Code, the Board adopts the fees shown on Attachment E which are hereby incorporated by this reference.

Section 2: The Board hereby directs that the changes to fees shown on Attachment E shall be included in Appendix A of the Clackamas County Code.

Section 3: The County shall charge all fees set by state or federal law. If such a fee is changed, the County shall charge the new amount when it becomes effective.

Section 4: Pursuant to ORS 310.145, the Board classifies the fees adopted by this resolution as fees not subject to the limits of section 11b, Article XI of the Oregon Constitution.

Section 5: Effective Date: The changes to fees authorized by Section 1 of this resolution and shown on the attachment shall be effective 90 days after adoption.

DATED this 31st day of July, 2014.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

TITLE 5

ANIMALS

Summary

5.01 ~~DOG~~ANIMAL LICENSING, & SERVICES AND
ENFORCEMENT 1

TITLE 5

ANIMALS

5.01 ~~DOG~~ANIMAL LICENSING, ~~&~~ SERVICES AND ENFORCEMENT 1

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5.01 ~~DOG~~ANIMAL LICENSING, ~~&~~ SERVICES AND ENFORCEMENT 1

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Chapter 5.01

5.01 DOG ANIMAL LICENSING, & SERVICES AND ENFORCEMENT

5.01.010 Enactment; Authority

The County is authorized by Oregon Revised Statutes (ORS) 203.035 to regulate matters of County concern. The Board of County Commissioners finds that dog licensing and services within the County is a matter of County concern that impacts the health and safety of the people of Clackamas County. ORS 609.015, ORS 609.135 and ORS 153.030 recognize the authority of the County to enact and enforce regulations and procedures that vary from related state law provisions. The Board of County Commissioners adopts the following dog licensing and services regulations and procedures pursuant to ORS 203.035. Matters that concern crimes of abuse, neglect, or abandonment of dogs and other animals regulated by this code will be investigated and prosecuted under state law. [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.020 Definitions; Exclusions; Fines and Fees

- A. Definitions. Terms used but not defined shall have their plain meaning.
1. ANIMAL means any nonhuman mammal, bird, reptile, amphibian or fish as defined in ORS 167.310 or ORS 167.374.
 2. ANIMAL RESCUE ENTITY means an individual or organization, including but not limited to an animal control agency, humane society, animal shelter, animal sanctuary or boarding kennel not subject to ORS 167.374, but excluding a veterinary facility, that keeps, houses, and maintains in its custody 10 or more animals and that solicits or accepts donations in any form.
 3. BITE, BITING, BITTEN means the breaking of the skin of a person, domestic animal, or livestock by the teeth of a dog.
 4. CONDITIONAL RELEASE means a security or non-security release of an impounded dog which imposes regulations and conditions on the activities and keeping of the dog pending final disposition of a violation of this chapter, including appeal.
 5. CONTINUOUS ANNOYANCE means any dog that unreasonably causes annoyance, alarm or noise disturbance to any person by barking, whining, screeching, howling or making other sounds which may be heard beyond the boundary of the owner's or keeper's property, either as an episode of continuous noise lasting for a minimum period of fifteen (15) minutes or repeated episodes of intermittent noise lasting for a minimum period of 45 minutes within a 24-hour period.
 6. COSTS mean any monetary assessment, other than fines and fees ordered by a Hearings Officer, including, but not limited to, costs for veterinarian care, restitution, prosecution expenses and attorney fees.
 7. DANGEROUS DOG means any dog that menaces, bites, injures or kills a person, domestic animal, or livestock.
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58. DOG means the common dog (*Canis familiaris*) and also includes any animal claimed by its owner to be a wolf-hybrid unless the owner provides written verification from a licensed veterinarian that the animal is a wolf-hybrid and not a dog.
69. DOG AT LARGE means a dog that is off or outside the dog owner's property and not under the immediate control of a person.
710. DOG OWNER means the following, however any presumption of ownership raised in this section may be rebutted by proof to the contrary:
- a. Any person in whose name a dog license has been issued;
 - b. Any person who has a possessory property right in a dog;
 - c. ~~In a family situation the adult head(s) of household shall be jointly and severally presumed to be the owner(s);~~
 - ~~d.~~ Any person who without regard to any ownership interest, shelters a dog or ~~who~~ has a dog in that person's care, possession, custody or control, or ~~who~~ knowingly permits a dog to remain on property occupied by that person for more than 30 days ~~shall be presumed to be the owner.~~
 - d. In all three circumstances described above, it is understood that in a family situation the adult head(s) of household shall be jointly and severally presumed to be the owner(s).
811. DOG SERVICES means Clackamas County Dog Services.
912. DOG SERVICES OFFICER means a person employed by or contracting with Clackamas County who is authorized to investigate violations and issue citations as provided in this chapter.
103. DOMESTIC ANIMAL means any nonhuman mammal, bird, reptile, amphibian or fish as defined ~~has the meaning provided~~ in ORS 167.310.
14. ENFORCING AGENCY means Clackamas County.
145. EUTHANASIA means the putting ~~of a dog~~ to death of an animal in any humane manner permitted under ORS 609.405.
126. EXPENSES mean expenditures incurred by Dog Services during impoundment, keeping and disposition of a dog.
137. HEARINGS OFFICER means any authority appointed by the Board of County Commissioners to hear and determine violations of this chapter.
148. IMPOUND means taking physical or constructive custody of a dog. A dog shall be considered impounded from the time Dog Services staff or a peace officer takes physical custody of the dog or serves an owner with a Notice of Impound and Conditional Release in accordance with this chapter.
159. LIVESTOCK has the meaning provided in ORS 609.125.
1620. MANAGER means the Clackamas County Dog Services Manager or his/her designee.
1721. MENACE means lunging, growling, snarling, chasing, attacking, or other behavior by a dog that would cause a reasonable person to fear for the person's safety, the safety of another person or the safety of a domestic animal or livestock.
1822. MINIMUM CARE means ~~care but is not limited to,~~ sufficient ~~food~~ to ~~maintain~~preserve the ~~dog's~~ health and well-being of a dog and, except for emergencies or circumstances beyond the reasonable control of the owner, includes but is not limited to, each of the following requirements:
- a. Food of sufficient quantity and quality to allow for normal growth or maintenance of body weight.

- b. Open or adequate; access to potable water in sufficient quantity to satisfy the dogs' needs. Access to that is not snow or ice is not adequate access to potable water.
- c. ;~~a~~Access to ~~an enclosed~~adequate shelter. For a dog other than one engaged in herding or protecting livestock, this requires access to a barn, dog house or other enclosed structure sufficient to protect the ~~dog~~animal from wind, rain, snow or sun with adequate bedding to protect against cold and dampness.
- d. ;~~continuous a~~Access to ~~an area that is kept clean and has~~adequate bedding, which is defined as bedding of sufficient quantity and quality to permit a dog to remain dry and reasonably clean and to maintain a normal body temperature.
- e. space and ventilation with suitable temperature; and ~~v~~Veterinary care deemed necessary by a reasonably prudent person to relieve the dog's distress from injury, neglect or disease.
- f. Continuous access to an area:
- i. with adequate space for exercise necessary for the health of the dog;
 - ii. with air temperature suitable for the dog; and
 - iii. that is kept reasonably clean and free from excess waste or other contaminants that could affect the dog's health.
19. ~~MULTIPLE DWELLING means any building or portion thereof that is designed, built, rented, leased, let or hired out to be occupied, or which is occupied as the home or residence of two or more families living independently of each other in separate units.~~
203. PEACE OFFICER has the meaning provided in ORS 161.015.
244. PHYSICAL INJURY has the meaning provided in ORS 167.310.
225. SECURE ENCLOSURE means any of the following:
- a. A fully fenced pen, kennel or structure that is in compliance with applicable County codes, that will remain locked with a padlock or combination lock, and which has secure sides at least five feet high. The County may also require that the structure have a secure top and/or floor ~~that are~~ attached to the sides, or require that the sides be embedded in the ground no less than one foot; or
 - b. A house or garage that has latched doors kept in good repair to prevent the escape of the dog. A house, garage, patio, porch or any part of the house is not a secure enclosure if the structure would allow the dog to exit the structure of its own will; or
 - c. For a dangerous dog, a fully fenced pen, kennel or structure at least six feet in height that is either anchored beneath the ground or is in concrete and which prevents the dog from digging under it. The enclosure must be of a design that prevents entry of children or unauthorized persons and also prevents those persons from extending an arm or leg inside the enclosure. The enclosure must remain locked with a padlock or combination lock when occupied by the dog. A County approved sign must remain posted at all entry points of the dog owner's property that informs both children and adults that the dog is dangerous.

26. TETHERING means to restrain a dog by tying the dog to any object or structure by any means. Tethering does not include using a handheld leash for the purpose of walking a dog.

237. VIOLATION means any violation of this chapter for which a fine, condition, or restriction, or other sanction may be imposed.

248. WOLF-HYBRID means an animal that is either the result of cross-breeding a purebred wolf and a dog, or an existing wolf-hybrid with a dog, or any dog declared by its owner to be a wolf-hybrid. A wolf-hybrid will be considered to be a dog under this chapter unless the owner provides written verification from a licensed veterinarian that the animal is a wolf-hybrid and not a dog.

B. Exclusions.

This chapter does not regulate veterinarians, kennel operators or pet shop owners who for a period of not more than 90 days maintain on their property dogs owned by other persons.

C. Fines and Fees.

All fines and fees associated with this chapter shall be set by resolution of the Board of County Commissioners.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05 2010, 7/1/10]

5.01.030 Licensing; Vaccinations

A. License.

1. Individual Dog License.

- a. A person must be at least 18 years old to obtain a license for a dog.
- b. Every dog owner shall license a dog by the time the dog has a set of permanent canine teeth or is six months old, whichever comes first, or within thirty (30) days of acquiring the dog.
- c. A dog owner who has moved to Clackamas County and who does not have a current dog license from another Oregon city or county, shall obtain a dog license within thirty (30) days of moving into Clackamas County unless the dog has not yet reached six months of age. A dog with a current dog license from another Oregon city or county shall not require licensing under this chapter until expiration of the current license, if within thirty (30) days of moving into Clackamas County the owner notifies Dog Services of the dog's description, license number, and city or county of issuance, and Clackamas County address. d. A dog license is not transferable to another dog. The license number shall be assigned to the particular dog and shall remain with that dog for the life of the dog.

2. Multiple Dog License.

- a. Qualification; Application; Inspection. When an owner has more than one dog, the owner may obtain or renew a multiple dog license after ~~submission of~~ submitting a completed, qualifying Multiple Dog License Application and after either 1) submitting an inspection certification from a veterinarian licensed in the state of Oregon; or 2) a County inspection of the applicant's premises to determine that the owner is in compliance with minimum care standards ~~exists~~ as provided by this chapter.

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- b. ~~Denial of a Multiple Dog License. Causes for denial~~An owner may appeal the denial of a multiple dog license application may include, but are not limited to, denial for any person currently under active investigation or prosecution for any animal-related crime, persons under parole or probation following a conviction for any animal-related crime, or any person for which ownership, keeping or responsibility for animals would be a violation of any rule, regulation or law, either civil or criminal, to a Hearings Officer by delivering a written request to Dog Services within seven (7) days of the mailing date of the written notice denying the license. A hearing will follow the same procedures set forth in this chapter for a hearing on a violation except that the burden of proof will be on the owner to prove that the denial was improper.
 - c. Transfer. A multiple dog license may be transferred to another holder with prior written approval of Clackamas County, provided that the transferee qualifies to hold the license in all ways that an applicant for a new multiple dog license must qualify.
 - d. Appeal of Denial of Multiple Dog License. An owner may appeal the denial or a new multiple dog license or denial of a transfer of a multiple dog license to a Hearings Officer by delivering a written request to Dog Services within seven (7) days of the mailing date of the written notice denying the license. A hearing will follow the same procedures set forth in this chapter for a hearing on a violation, except that the burden of proof will be on the owner to prove that the denial was improper.
 - ee. Land Use Approval. Issuance of a Mmultiple Ddog Llicense does not constitute approval of a particular land use or indicate compliance with any zoning or land use planning restrictions that may apply. Applicant may be required to demonstrate compliance with city or county zoning or land use planning restrictions prior to issuance.
 - f. To ensure that minimum care standards are continually being met, an owner can either 1) submit an inspection certification from a veterinarian licenses in the state of Oregon or 2) allow a County inspection of the premises to determine that the owner is in compliance with the minimum care standards as provided for by this chapter.
3. Licensing of Animal Rescue Entities:
- a. Licensing Requirement. An animal rescue entity shall comply with the following license requirements:
 - i. Obtain a license issued by the enforcing agency in accordance with this section; and
 - ii. Pay a reasonable fee for a license or an annual renewal of the license.
 - b. Issuance and Renewal of License. The enforcing agency may not issue or renew a license under this section unless the animal rescue entity demonstrates it is in compliance with this chapter and with applicable state and local law.
 - c. Record Keeping. An animal rescue entity shall maintain a record for each animal that identifies:
 - i. The animal's date of birth or, if the date of birth is unknown, the animal's approximate age;
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- b. A written statement signed by a licensed veterinarian stating that for medical reasons the rabies vaccination cannot be administered to the dog.
 - 2. A dog that does not have proof of a current rabies vaccination, exemption from vaccination, or current Oregon county or city license, shall be apprehended and impounded at the owner's expense.
 - 3. A veterinarian performing a rabies vaccination of any dog must transmit a copy of the vaccination certificate or written documentation that includes information contained on the certificate to Dog Services within 30 days of the vaccination. In the alternative, a veterinarian may issue a dog license in accordance with the rules adopted by this Chapter, and submit proof of license to Dog Services within 30 days of the vaccination.
 - C. License Term; Renewal; Fine
 - 1. A license will be valid for one, two or three years from the date of issuance at the option of the dog owner, [based on the license fee paid by the owner](#), and requires a rabies vaccination certificate for the licensing period.
 - 2. Renewal of a license shall not be due until the last day of the month in which the license expires. If a person fails to renew a license prior to its expiration date, a fine may be assessed at the time the license is renewed.
 - D. Identification ~~€~~Tags.
 - 1. At the time an individual dog license is issued, the County will issue a free identification tag that is to be fastened to a collar or harness and kept on the dog at all times when the dog is not in the immediate possession of the owner.
 - 2. When a multiple dog license is issued, the owner may obtain identification tags [for each dog in his possession](#) upon payment of a fee.
 - 3. If a dog license tag is lost, the owner may obtain a duplicate tag from Dog Services upon payment of a fee.
 - E. License Fees Exemptions.
 - 1. No license fee will be required for the following:
 - a. Any dog that meets the definition of an "assistance animal" as defined in ORS 346.680, provided that the license applicant has filed a statement with Dog Services indicating that the dog is an "assistance animal" for a person who has a physical impairment in one or more of their daily life activities and resides in the applicant's household.
 - b. Any dog in training to be an "assistance animal" as defined in ORS 346.680, in affiliation with a recognized organization for the training or placement of assistance animals, provided the trainer files a statement with Dog Services verifying that the dog is an assistance animal.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10; Amended by Ord. 08-2012, 8/2/12]

5.01.040 Control of Dogs

- A. Duties of Owners. For the purposes of this chapter, a dog owner is responsible for the behavior of the dog regardless of whether the owner or another person allowed the dog to engage in the behavior that is the subject of the violation.
 - B. Violations.
 - 1. It is unlawful to permit a dog to be a public nuisance. A dog is a public nuisance if it:
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- a. Menaces, bites, injures or kills a person, domestic animal, or livestock. It is a defense to this section if the dog engages in such behavior as a result of a person wrongfully assaulting the dog or owner, or other similar provocation, or when the dog's behavior was directed towards a trespasser or other extenuating circumstances that establishes that the dog does not constitute an unreasonable risk to life or property;
 - b. Is a dog at large. It is a defense to this section that the dog was a working dog wearing a locating device and temporarily separated from the person in control of the dog;
 - c. Chases a vehicle while off the dog owner's property;
 - d. Damages or destroys property of another person while off the dog owner's property;
 - e. Scatters garbage while off the dog owner's property;
 - f. Is a female in heat (estrus) and is a dog at large.
2. It is unlawful to fail to comply with the requirements of this chapter that apply to keeping a dangerous dog.
 3. It is unlawful to permit any dog to leave the confines of any prescribed quarantine area, and/or fail to comply with any other condition of quarantine.
 4. It is unlawful to interfere with an identified County employee or peace officer who is enforcing any provision of this chapter by intentionally acting in any manner that prevents, or attempts to prevent, a County employee or peace officer from performing their lawful duties.
 5. It is unlawful to knowingly provide false information to a County employee or peace officer enforcing any provision of this chapter.
 6. It is unlawful to permit a dog to be confined within a motor vehicle at any location under such conditions as may endanger the health or well-being of the dog, ~~including but not limited to dangerous temperature, lack of food, water or attention.~~
 7. It is unlawful to permit a dog to be unrestrained in an open portion of a vehicle.
 8. It is unlawful to fail to reclaim an impounded dog.
 9. It is unlawful to fail to comply with any fine, fee, cost, expense, condition, ~~or~~ restriction or other order imposed by a Hearings Officer under this chapter.
 10. It is unlawful to fail to surrender a dog for apprehension to the County when required by this chapter.
 11. It is unlawful to fail to license a dog or renew a license as required by this chapter.
 12. It is unlawful for an owner to fail to immediately notify Dog Services when the owner's dog has bitten a person, domestic animal, or livestock.
 13. It is unlawful to keep a dog in a manner that does not meet minimum care standards of this chapter.
 14. It is unlawful to fail to maintain a current rabies vaccination.
 15. It is unlawful for a person who has been bitten by a dog, or a parent/guardian of a bitten minor, to fail to immediately notify Dog Services when required by this chapter.
 16. It is unlawful for a dog owner to fail to follow any condition of release pending final disposition of a violation of this chapter, including appeal.
 17. It is unlawful to permit any dog to cause continuous annoyance as defined in Section 5.01.020(5).
 18. It is unlawful to permit any dog to be tethered in any manner as provided below:

- a. with a tether that is not a reasonable length given the size of the dog and available space and that allows the dog to become entangled in a manner that risks the dog's health or safety;
- b. with a collar that pinches or chokes the dog when pulled;
- c. for more than 10 hours in a 24-hour period;
- d. for more than 15 hours in a 24-hour period if the tether is attached to a runner, pulley or trolley system;

It is not a violation of this section if for any dog to be tethered:

- e. while the dog remains in the physical presence of the person who owns, controls or otherwise has charge of the dog;
 - f. pursuant to the requirements of a campground or other recreational area;
 - g. for the purpose of engaging in an activity that requires licensure in this state, including but not limited to hunting;
 - h. to allow transport of the dog; or
 - i. if the dog is kept for herding, protecting livestock or dog sledding.
19. It is a violation for a veterinarian performing a rabies vaccination on a dog to fail to report the rabies vaccination as provided in 5.01.030(B)(3).
20. It is unlawful to operate an animal rescue entity without proper licensing and compliance with requirements outlined in 5.01.030(A)(3).

- C. **Lost Dogs; Duties of Finders.** Any person who finds and shelters a dog without knowing the dog owner's identity ~~shall notify Dog Services within three days with a description of the dog. A finder may surrender the dog to Dog Services, or retain possession subject to surrender upon County request.~~ shall be subject to the responsibilities provided in ORS 98.005, ORS 98.025 and ORS 609.100.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10; Amended by Ord. 08-2012, 8/2/12]

5.01.050 Biting Dogs; Dangerous Dogs

A. Reporting ~~b~~Biting ~~d~~Dogs.

1. The owner of a dog that bites a person, domestic animal, or livestock shall immediately notify Dog Services of the time and circumstances of the bite along with a description of the biting dog, its rabies vaccination status, the owner's name and address, and if known the name and address of the person who was bitten or the owner of the bitten domestic animal or livestock.
2. Any person who is bitten by a dog, ~~or~~ is the parent/guardian of a bitten minor, or owns a domestic animal or livestock bitten by a dog shall immediately notify Dog Services of the time and circumstances of the bite along with his/her name and address, a description of the biting dog, and if known the name and address of the dog owner.

B. Quarantine of ~~b~~Biting ~~d~~Dogs.

1. A dog suspected of biting a person will be quarantined at the owner's expense until the tenth day following the bite in accordance with state law.
2. At the discretion of the County, a dog that has proof of a current rabies vaccination, exemption from vaccination, or a current Oregon county or city license may be quarantined at the premises of a licensed veterinarian or at the premises of the owner providing the dog is kept within a secure enclosure or with approved restraint deemed adequate to prevent contact with any person or other animal, and is kept in accordance with any other conditions set by the

County as permitted by this chapter or required by state law. It shall be a violation of this chapter if during home quarantine the dog leaves the confines of a prescribed quarantine area for any reason or otherwise violates the conditions of quarantine.

3. Dogs that have bitten a person and do not have proof of a current rabies vaccination, exemption from vaccination, or a current Oregon county or city license shall be apprehended and impounded as resources allow.

C. Dangerous Dogs.

1. Classification of Dog as a Dangerous Dog. A dog may be classified by the Hearings Officer as a dangerous dog when it has menaced, bitten, chased, injured or killed any person, domestic animal, or livestock.

2. Notice of Classification; Hearing.

- a. Notice. Prior to a dog being classified as dangerous, the owner shall have a right to a hearing before a Hearings Officer. The County shall send a Dangerous Dog Notice to the dog owner by certified mail or personal ~~service; if~~ service. If sent by mail, the date of mailing will be considered the date of service. The notice shall inform the owner of:
 - i. A description of the alleged incident and specific behavior that supports classification of the dog as dangerous.
 - ii. The regulations that may be imposed following a dangerous dog classification, including the requirement of a dangerous dog certificate.
 - iii. An opportunity to request a hearing.
 - iv. Information that the dog owner must request a hearing within seven (7) days from the date of service by delivering a written request to Dog Services.
 - v. Information that if the dog owner does not make a timely request for hearing, the dog owner shall be deemed to have waived his/her right to a hearing. Thereafter, following proof of sufficient evidence that the dog is dangerous, the Hearings Officer may so classify the dog and impose regulations consistent with this chapter.

- b. Hearing.

- i. Following a timely request for hearing, the County will notify the dog owner and Hearings Officer of the date and time of the hearing. The hearing shall follow the procedures set forth in this chapter for a hearing on a violation.
- ii. The Hearings Officer may refrain from classifying a dog as dangerous upon a finding that the behavior was the result of a person wrongfully assaulting the dog or owner, or other similar provocation, or when the dog's behavior was directed towards a trespasser, or other extenuating circumstances that establishes that the dog does not constitute an unreasonable risk to life or property.
- iii. A hearing on classification of a dangerous dog may be consolidated with a hearing on any underlying violation for which the dog owner has been cited.

3. Regulation of Dangerous Dogs; Microchip Identification. When a dog has been classified as dangerous, the dog shall be microchip identified at Dog Services at
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the expense of the owner, as provided in ORS 609.168. In addition, a Hearings Officer may order the following regulations:

- a. That the dog be kept in a secure enclosure;
 - b. That the dog owner obtain and maintain proof of public liability insurance;
 - c. That the dog owner not permit the dog to be off the owner's premises unless the dog is muzzled and restrained by an adequate leash and under the control of a competent person;
 - d. That the dog owner successfully complete a County approved pet ownership program;
 - e. That the dog successfully complete obedience training certified by the American Temperament Testing Society or other similar County approved program;
 - f. That the dog be spayed or neutered;
 - g. After consideration of the factors set forth in ORS 609.093, require euthanasia when a dog has bitten or killed a person, domestic animal, or livestock. The Hearings Officer may also consider the public nuisance violation history of the dog and owner to include all known determinations by any court, governing body, official or agency of any local or state government without regard to where or when the incident occurred.
4. Certificate of Registration; Secure Enclosure; Notice to New Owner
- a. Certificate of Registration. Within seven (7) days after a dog has been classified as dangerous, the owner must license the dog, if not already licensed, and obtain a dangerous dog certificate of registration to be renewed annually until the dog is declassified or dies. The County will only issue certificates of registration and renewals to persons who are at least 18 years of age and who present sufficient evidence of:
 - i. A rabies vaccination certificate which will remain in effect for at least one year from the date the certificate of registration is issued;
 - ii. A secure enclosure to confine the dangerous dog;
 - iii. A clearly visible County--approved warning sign to be posted and remain at all entry points of the owner's property that informs both children and adults that the dog is dangerous;
 - iv. Microchip identification as provided in ORS 609.168; and,
 - v. Payment of an annual dangerous dog registration fee.
 - b. Secure Enclosure. The owner of a dog classified as dangerous shall confine the dog in a secure enclosure. The owner must immediately notify Dog Services when a dangerous dog is at large, or has bitten a person, domestic animal, or livestock. A dangerous dog shall not be permitted to leave the confines of a secure enclosure unless the dog is muzzled and restrained by an adequate chain or leash and under control of a competent person.
 - c. Notice to New Owner. Prior to a dangerous dog being sold or given away, the owner shall provide notice to the new owner that the dog has been classified as a dangerous dog and provide the County with the name, address and telephone number of the new owner whether or not the new owner resides in Clackamas County. ~~If~~ the new owner resides

- in Clackamas County, he/she must comply with all dangerous dog regulations imposed unless and until the dog is declassified or dies.
5. Declassification of Dangerous Dog.
 - a. Declassification. Following an owner's written request, the County may declassify a dog as dangerous and terminate the regulations ordered at the time of classification, except for microchip identification and secure enclosure, when the following conditions have been met:
 - i. For two years from the date of classification the dog has had no further incidents of behavior that would make it a dangerous dog;
 - ii. For two years from the date of classification there have been no violations of the regulations imposed;
 - iii. The dog owner has obtained a certificate of satisfactory completion of obedience training for the classified dog.
 - b. Appeal of Declassification Denial. A dog owner may appeal to a Hearings Officer the denial of a request to declassify a dangerous dog by delivering a written request for appeal to Dog Services within seven (7) days of the mailing date of the County's written notice denying declassification.
 - i. The County's written denial shall include information on how the dog owner may appeal the denial.
 - ii. On appeal the Hearings Officer shall determine whether the dog meets the criteria for declassification and shall either uphold the County's denial or order declassification.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.060 Impoundment; Release; Adoption

- A. Impoundment
 1. Any Dog Services Officer or peace officer may impound a dog animal that is in violation of this chapter, or when a Dog Services Officer or peace officer reasonably believes a dog the animal requires medical assistance or care, or when ordered by a court or Hearings Officer.
 2. If a person refuses to allow a Dog Services Officer or peace officer to enter the premises to apprehend and impound an dog animal as authorized by this chapter, the County may request the assistance of the local law enforcement official to obtain and execute a search warrant as authorized by law to search for and seize the dog animal subject to impound.
 3. Any Dog Services Officer or peace officer is authorized to remove a dog the animal from a motor vehicle to apprehend and impound the dog animal when the officer reasonably believes it is confined in a manner that endangers its health or well-being, including but not limited to dangerous temperature, lack of food, water or attention. A written notice of impoundment will be left on or in the vehicle with information on how to reclaim the dog animal.
 4. Any person may immediately apprehend and hold for impoundment any dog animal that has trespassed upon the property of that person or another in violation of this chapter, or has menaced, bitten, injured or killed a person, domestic animal, or livestock.

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5. Animals other than dogs that are seized by Dog Services Officers will be taken to facilities that are appropriate for the holding or keeping of those animals. Release of such animals will be subject to State law as well as any rules or procedures for the facility where the animal is being kept.
- B. Impound Holding Periods. Unless otherwise provided in this chapter or reclaimed sooner by the owner, dogs that have been impounded will be held for the following minimum time periods; ~~unless sooner reclaimed by their owner~~:
1. Dogs not wearing a license tag shall be held for at least three consecutive business days, not including the day of impoundment.
 2. Dogs wearing a license tag shall be held for at least five consecutive business days, from the date of notification of impoundment. If notification is by mail, the date of mailing shall be considered the date of notification.
- C. Release of Animals Impounded ~~Dogs~~ at County Dog Shelter; Conditional Release.
1. Release.
 - a. Release Prohibited. Unless otherwise ordered by a Hearings Officer or court of competent jurisdiction, an impounded dog may not be released until final disposition of any violation alleging that the dog has killed a person, or when a dog is pending classification or has been classified as a dangerous dog.
 - b. Release Permitted. Unless prohibited by this chapter prior to final disposition of a violation or pending appeal, an impounded ~~dog~~ animal may be released subject to release conditions in subsection 5.01.060(C)(2)(a) and upon posting security in the amount equal to 50% of the base fine for each violation and payment of fees and costs owed to date including prior outstanding balances, except upon showing of good cause.
 2. Conditional Release.
 - a. Conditions. As permitted by this chapter pending final disposition of a violation or appeal, the County or Hearings Officer may conditionally release an impounded ~~dog~~ animal to its owner and may impose any of the following release conditions, including but not limited to a requirement that the ~~dog~~ animal owner:
 - i. Obtain and provide proof of a rabies vaccination within a designated time, if applicable;
 - ii. Provide proof of license within a designated time, if applicable;
 - iii. Restrain the dog on the dog owner's property by means of a secure enclosure;
 - iv. If the animal is a dog, Ccontrol the dog on a leash that is no longer than six (6) feet, and at all times handled by an adult who is able to control the dog;
 - v. If the animal is a dog, Mmuzzle the dog at all times when the dog is off the dog owner's property;
 - vi. Obtain veterinary care for the ~~dog~~ animal within a designated time;
 - vii. Comply with minimum care standards consistent with this chapter;
 - viii. Keep the ~~dog~~ animal indoors during certain hours.
 - b. Revocation of Conditional Release; Violation; Security Forfeited.
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- i. Revocation. Upon reasonable ground to believe that a release condition has been violated, the County may revoke release, and apprehend and impound the subject ~~dog-animal~~ pending final disposition of the underlying violation or appeal.
 - ii. Violation. At the time of revocation the ~~dog-animal~~ owner, or the owners, operators or managers of animal rescue entities shall be cited for failure to follow condition(s) of release. A hearing on revocation may be made in accordance with section 5.01.070 of this chapter and consolidated with a hearing on the underlying violation(s).
 - iii. Security Forfeited. The security amount posted on conditional release shall be forfeited upon a finding that one or more conditions of release were violated or if no timely hearing is requested.
 - 3. If a dog owner, or the owners, operators or managers of animal rescue entities, has been cited for a violation(s) of this chapter, and a Hearings Officer finds that no violation(s) occurred, then impoundment and board fees shall not be assessed until the first business day after notice of the Hearings Officer's Final Order.
 - 4. An owner must reclaim an ~~an dog-animal~~ within five (5) business days after notice of a Hearings Officer's Final Order unless otherwise ordered or unless stayed by a court of competent jurisdiction.
 - D. Failure to Reclaim.
 - 1. If an owner fails to reclaim an ~~an animal-dog~~ as provided in this chapter, the ~~doganimal~~ will be deemed abandoned and shall become the property of the County without compensation paid to the owner.
 - 2. An owner that fails to reclaim an ~~an animal-dog~~ will be civilly liable to the County for all penalties, fines, fees, costs and expenses authorized by this chapter, which may be collected in the same manner as any other debt allowed by law.
 - E. Diseased or Injured ~~DogAnimal~~. A dog owner, or the owners, operators or managers of animal rescue entities shall be liable to the County for costs paid for medical treatment during impoundment. If the County determines an ~~an animal-dog~~ is seriously injured or seriously ill or its health condition causes a threat to public health or safety, the ~~doganimal~~ may be immediately euthanized without compensation paid to the owner.
 - F. Release for Adoption.
 - 1. Fees. Adoption fees will be assessed consistent with this chapter.
 - 2. Standards. The Dog Services Manager shall have the authority to develop and enforce adoption policies and procedures.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10; Amended by Ord. 08-2012, 8/2/12]

5.01.070 Citation; Complaint; Hearing Process

- A. Issuance of Citation.
 - 1. Any Dog Services Officer or peace officer may issue and serve a dog owner, or the owners, operators or managers of animal rescue entities -with a citation when there are reasonable grounds to believe ~~the owner or dog has committed~~that a violation of this chapter has occurred. The citation shall serve as the County's complaint and may include a fine that is payable to Clackamas County.
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2. A citation shall be served by personal service or by certified mail with return receipt requested, no later than six (6) months from the date the alleged violation occurred. When mailed the date of mailing shall be considered the date of service. The failure of any person to receive notice properly given shall not invalidate or otherwise affect proceedings under this chapter.

B. Inspection and Investigation. In determining whether to issue a citation, a Dog Services Officer may request entry onto any real property in order to investigate a suspected violation of this chapter.

BC. Form of Citation.

1. The citation shall include:

- a. The name and address of the person cited;
- b. The date(s) the alleged violation(s) occurred;
- c. The number and title of the chapter section(s) violated;
- d. A description of the ~~dog~~animal(s) involved;
- e. The base fine, to be equal to the minimum fine, along with the maximum fine for each violation as authorized by this chapter;
- f. A statement providing notice of the penalties that could be imposed by the Hearings Officer, including penalties and keeping restrictions provided in Section 5.01.080 of this chapter.
- g. Whether appearance before a Hearings Officer is optional, or if mandatory, the date, time and place at which the person is to appear;
- gh. The procedure for the person to follow to admit the violation and pay the fine, or to contest the citation and appear before a Hearings Officer;
- hi. A statement that if the person fails to pay the fine within the time allowed, or fails to appear before the Hearings Officer when required, ~~then~~ the person shall have waived his/her right to contest the citation and the Hearings Officer may enter a judgment against the person for an amount up to the maximum fine, in addition to any fees, costs or expenses, conditions or restrictions authorized by this chapter;
- ij. A statement that when appearance before a Hearings Officer is mandatory the person cannot pay the fine in lieu of appearance.

2. An error in transcribing information into a citation, when determined by the Hearings Officer to be non-prejudicial to the defense of the cited person, may be corrected prior to or at the time of the hearing with notice to the cited person. Except as provided in this subsection, a citation that does not conform to the requirements of this section shall be set aside by the Hearings Officer upon motion of the cited person before any other proceedings at the hearing. Minor variations in the form of citation shall not be a basis for setting aside a citation. Nothing prohibits the Hearings Officer from amending a citation in the Hearings Officer's discretion.

C. Response to Citation

1. Unless an appearance before a Hearings Officer is mandatory, a dog owner, or the owners, operators or managers of animal rescue entities who has received a citation may respond by:
 - a. Appearing personally before the Hearings Officer on the cited appearance date and either admit or deny the violation; or
 - b. Prior to the appearance date return a signed copy of the citation to Dog Services admitting the violation, along with a check or money order payable to Clackamas County for the total base fine amount. Admission

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- and payment does not relieve the dog owner, [or the owners, operators or managers of animal rescue](#) entities of the requirement to correct the violation; or
- c. Prior to the appearance date, return a signed copy of the citation to Dog Services denying the violation and requesting a hearing. Dog Services will set a time and place for the hearing and notify the Hearings Officer, and [the dog owner, or the owners, operators or managers of animal rescue entities](#).
2. **Mandatory Appearance.** Personal appearance before a Hearings Officer at the time and place indicated on the citation shall be mandatory:
 - a. When a dog owner, [or the owners, operators or managers of animal rescue entities](#) has received a citation three (3) times or more within a twelve (12) month period or the issuing officer has determined the appearance should be mandatory;
 - b. For violation of Failure to Surrender ~~an Animal Dog~~;
 - c. For violation of Interfering with a County employee or Peace Officer;
 - d. For violation of Providing False Information to a County employee or Peace Officer;
 - e. For violation of Failure to Comply with Conditions of Quarantine;
 - f. For violation of Failure to Comply with any Fine, Fee, Cost, Expense, Condition or Restriction authorized by this chapter;
 - g. For violation of Dog as a Public Nuisance when a dog kills a person, domestic animal, or livestock;
 - h. For violation of Failure to Comply with the Requirements of Keeping a Dangerous Dog.
 - i. For failure to reclaim an impounded ~~dog~~animal.
 - j. For failure to meet minimum care standards.
 3. **Failure to Respond to Citation.** If a person cited fails to respond to a citation as required by this chapter, then the person shall be deemed to have waived his/her right to contest the citation. Following proof of sufficient evidence that the person has committed the cited violation(s), the Hearings Officer may enter a Final Order against the person for an amount up to the maximum fine, in addition to any applicable fees, costs or expenses, and any other imposition consistent with this chapter. A copy of the Final Order shall be sent to the person cited by regular mail.
- D. **Hearing Process.**
1. **Informal Disposition.** The County and [the dog owner, or the owners, operators or managers of animal rescue entities](#) may agree to an informal and final disposition of any violation before a Hearings Officer issues a Final Order.
 2. **Burden of Proof.** The burden will be on the County to prove that the violation occurred by a preponderance of the evidence.
 3. **Testimony of Witnesses and Parties.** The Hearings Officer shall have the authority to administer oaths or affirmations and take testimony of and question witnesses and parties. Parties may offer witness testimony on their own behalf. Written testimony must be submitted by sworn affidavit and may be admitted into the record subject to exclusion by the Hearings Officer and objections by the opposing party.
 4. **Cross-Examination of Witnesses.** The person cited and attorneys may examine or cross-examine witnesses.
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5. Evidence. Reliable and relevant evidence shall be admitted subject to the rules of privilege recognized by law. Records developed, kept and maintained during the normal course of business, including but not limited to, law enforcement reports and veterinary records, shall be admissible provided the party offering the records establishes the authenticity of the records through written or oral testimony. The burden of presenting evidence to support a fact or position shall be on the offering party. The Hearings Officer may establish procedures for the presentation of evidence to ensure that the hearing record reflects a full and fair inquiry into the facts necessary to determine the matter alleged. The Hearings Officer shall have the discretion to exclude any material or testimony that is accumulative, repetitious, irrelevant or immaterial.
 6. Objections. Objections to admission of evidence shall be noted in the record and will be considered with respect to the weight to be given the particular evidence offered. The Hearings Officer shall have the discretion to admit or exclude any evidence presented and may reserve the ruling on the admissibility or exclusion of evidence until the time the Final Order is issued.
 7. Subpoenas. The Hearings Officer may issue subpoenas to parties when a request is supported by a showing of general relevance and reasonable scope of the evidence sought. Witnesses appearing pursuant to subpoena, other than the parties, peace officers or employees of the County, shall be paid the same witness fees and mileage as allowed in civil cases from the party requesting the subpoena to be paid at the time the subpoena is issued. The party requesting the subpoena will be responsible for its service in accordance with the Oregon Rules of Civil Procedure.
 8. Representation. The person cited may represent him/herself or may be represented by counsel at personal expense. The County may be represented at the hearing by any employee of the County. If the employee is not an attorney, the employee shall not present legal argument, examine or cross-examine witnesses, present rebuttal evidence or give legal advice to the Hearings Officer conducting the hearing.
 9. Record. A verbatim ~~written or mechanical~~ record shall be made of all hearings. The record may be transcribed at the request of a party upon payment in advance of the cost of transcription.
 10. Final Order. At the conclusion of the hearing, the Hearings Officer shall issue a Final Order based upon reliable, relevant and substantial evidence which shall be the County's final determination. A Final Order shall be effective on the date that it is issued unless otherwise provided by the Hearings Officer. The order may be oral or written, but in all cases must be recorded in the record of the proceeding. The Hearings Officer may impose fines, fees, costs, expenses, conditions or restrictions and any other imposition authorized by this Chapter. Monetary obligations are due and payable on the effective date of the Final Order unless otherwise provided.
 11. Judicial Review. Review of a Final Order of the Hearings Officer may be made by any party by writ of review as provided in ORS 34.010-34.100.
 12. Enforcement of Final Order. The County may maintain civil proceedings in law or equity in a court of competent jurisdiction to enforce any provision of a Hearings Officer's Final Order.
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- F. Process when Citation is for Dog as Continuous Annoyance. When the County receives a complaint of a dog causing a continuous annoyance, all of the procedures in this chapter shall apply and the following additional procedures shall also be required:
1. First Complaint. The county will not investigate or issue a citation, but will provide assistance to the complainant and the dog owner to help them resolve the issue between themselves.
 2. Second Complaint. The complainant and the dog owner will be referred to mandatory mediation:
 - a. If the complainant fails to participate in mediation, no citation will be issued to the owner, the county will not investigate the complaint and not further complaints will be considered until and unless the complainant participates in mediation.
 - b. If the owner fails to participate in mediation, the county may conduct further investigation into the complaint, may issue a citation and may take other steps that it determines are reasonable in the circumstances.
 3. Complaints Following Mediation Where All Parties Have Participated. If mediation is conducted wherein both the owner and complainant participate, upon receipt of further complaints the County may conduct further investigation into the complaint, may issue a citation and may take other steps that it determines are reasonable in the circumstances.
 4. After Citation Issued. After a citation is issued by the County, all standard procedures and provisions in this chapter shall apply.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10; Amended by Ord. 08-2012, 8/2/12]

5.01.080 Penalties

- A. Fines, Fees, Costs; Expenses.
1. Upon a finding that ~~a-the~~ dog owner or the owners, operators or managers of animal rescue entities has violated this chapter, a Hearings Officer may impose fines, fees, costs and expenses, which shall become a debt owing to Clackamas County and may be collected in the same manner as any other debt allowed by law. If fines, fees, costs or expenses are not paid within sixty (60) days after payment is ordered, the County may file and record the Final Order for payment in the County Clerk Lien Record as authorized by ORS 30.460.
 2. If the Hearings Officer finds that the alleged violation did not occur, the County shall reimburse the ~~dog~~ owner for any fines, fees, costs and expenses previously paid by the owner for the alleged violation.
 3. The Hearings Officer may order payment of the County's attorney fees and prosecution costs to include staff time for any violation of this Chapter.
- B. Conditions and Restrictions; Restitution; Euthanasia.
1. Upon a finding by the Hearings Officer that a dog owner, or the owners, operators or managers of animal rescue entities has violated a provision of this chapter, in addition to and not in lieu of any fine, fee, cost or expense, the Hearings Officer may impose restitution, euthanasia, and reasonable conditions and restrictions, including but not limited to:
 - a. Suspend the owner's right to own or keep any ~~dog~~ animal in Clackamas County for a period not to exceed five (5) years;

- b. Upon sufficient proof order restitution to any person who has suffered actual monetary loss as a result of a violation of this chapter, including but not limited to expenses incurred for veterinary~~ian~~ care, burial and memorial expenses, repair or replacement of damaged property, or medical bills;
 - c. Require the owner to spay or neuter the ~~dog~~animal;
 - d. Require the owner to remove the ~~dog~~animal to a location where the ~~dog~~animal does not present a threat to persons, domestic animals, or livestock;
 - e. Require the owner to surrender the ~~dog~~animal to the County;
 - f. After consideration of the factors set forth in ORS 609.093, require euthanasia when an ~~animal-dog~~ animal has bitten or killed a person, domestic animal, or livestock. The Hearings Officer may also consider the public nuisance violation history of the ~~dog~~animal and owner to include all known determinations by any court, governing body, official or agency of any local or state government without regard to where or when the incident occurred;
 - g. Require that the owner comply with any other condition or restriction reasonably designed to abate any future violation of this chapter;
 - h. Require that the owner obtain microchip identification for the ~~dog~~animal;
 - i. Require the owner to reduce the number of ~~dogs~~animals on the owner's premises.
2. Any condition or restriction imposed by a Hearings Officer must be complied with immediately unless otherwise ordered. The County may request that an owner provide proof of compliance by a date certain. If proof is not provided, or proof is insufficient, then a rebuttable presumption will exist that the owner has failed to comply and the owner may be cited for the violation of Failure to Comply in accordance with this chapter.
 3. An owner shall be responsible for all costs incurred in complying with any condition or restriction imposed.
 4. Upon a finding that an owner is guilty of a violation set forth in this chapter, regarding the same ~~dog~~animal for the third time in a twelve (12) month period, the Hearings Officer may order that the owner surrender the ~~dog~~animal to the County, without compensation paid to the owner.
 5. When an ~~animal-dog~~ animal has been ordered surrendered and the County has determined that the ~~dog~~animal qualifies for adoption, the County may give placement preference to any person who had prior contact with the ~~dog~~animal, including but not limited to the former owner's family members or friends who reside separately from the former owner and whom the County has determined will provide adequate care and follow all conditions or restrictions imposed by the Hearings Officer in order to maintain control of the ~~dog~~animal.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10; Amended by Ord. 08-2012, 8/2/12]

5.01.090 Authority of Dog Services Manager

In accordance with the provisions of this chapter the Dog Services Manager shall have the authority to:

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- A. Collect fines, fees, costs and expenses.
 - B. Authorize an owner to keep a licensed dog that has been impounded and quarantined, at the premises of the owner during the period of quarantine.
 - C. Declassify a dog as dangerous in accordance with the provisions of this chapter.
 - ~~D. Request the assistance of local law enforcement officials officers to obtain and execute a warrant authorized under state law and this chapter for the search and seizure of property.~~
 - ED. Require a dog owner, or the owners, operators, or managers of animal rescue entities to provide proof of compliance with a Hearings Officer's Final Order.
 - FE. Inspect premises of a dog owner, or of an animal rescue entity to ensure compliance with this chapter;
 - GF. Develop and enforce policy, procedures; and standards to ensure the effective administration of this chapter.

[Added by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.100 Transition

[Added by Ord. 01-2004, 4/8/04; Repealed by Ord. 08-2012, 8/2/12]

5.01.110 Severability

If any clause, section or provision of this chapter is declared unconstitutional or invalid for any reason or cause, the remaining portion of this chapter shall remain in full force and effect and be valid as if the invalid portion had not been incorporated herein.

[Added by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.120 Enforcement of Other Laws

- A. Enforcement of Dogs. Pursuant to ORS 203.035; 153.030; 609.015 and ORS 609.135, this chapter supersedes enforcement in the County of the following state statutes regarding control of dogs: ORS 609.030 and 609.035 to 609.110; 609.155; 609.158; 609.165; 609.170; 609.180; 609.190.
- B. Enforcement of Rabies Control. Rabies control shall be enforced by the Clackamas County Health Officer in cooperation with the Dog Services Manager in accordance with the provisions of ORS 433.340 through 433.390.
- C. Enforcement of Violations Involving Livestock. When a dog is determined to be a Public Nuisance under this chapter for menacing, biting, injuring or killing livestock, in addition to all other provisions and regulations of this chapter the following state statutes apply: ORS 609.125; 609.156; 609.161; 609.162; 609.163; 609.167; 609.168.
- D. Enforcement of Possession of Dogs. The number of dogs possessed by a person shall be limited as provided in ORS 167.374. In addition to all other provisions and regulations of this chapter, ORS 167.374 shall apply.
- E. Other Laws Apply. Except as expressly provided in this chapter, this chapter shall in no way be a substitute for or eliminate the necessity of conforming with any and all state and federal laws, rules and regulations, and other ordinances which relate to the requirements provided in this chapter.

[Added by Ord. 05-2010, 7/1/10; Amended by Ord. 08-2012, 8/2/12]



Proposed Barking Dogs (Continuous Annoyance) Program DRAFT Resolution-Based Response Process

Proposed Effective Date: January 8, 2015

Clackamas County Dog Services is committed to the resolution-based process described below to respond to complaints about barking dogs. The intent is to resolve the issue as quickly and amicably as possible with both the complainant and the dog owner(s). A complaint will be considered to be resolved if no more complaints are received. Dog Services assists dog owners with education and training to help reduce barking dog problems.

Step 1. Complaint 1

- a. Dog Services accepts complaint at face-value.
- b. Dog Services sends a letter with notification of complaint and educational brochure to dog owner(s), and waits at least 8-10 days before accepting another complaint.
- c. Dog Services offers mediation coaching to complainant and dog owner.

Step 2. Complaint 2

- a. Dog Services refers all parties to community mediation.
- b. Dog Services asks the complainant to begin keeping a 7-10-day log of the barking (with dates/times).
- c. Dog owner and complainant each attend mediation and pay a mediation fee.
 - i. Failure on the part of either party to comply with the mediated resolution will result in sanctions to that party, including fines adequate to cover mediation costs.
 - ii. If the complainant fails to attend mediation, CCDS will not accept any additional continuous annoyance complaints from the complainant.
 - iii. If the dog owner fails to attend mediation, the process will move to level 3 if any additional complaints are received by CCDS.

Did you know...?

Community mediation works! It is estimated that mediation can resolve differences between parties about 90% of the time. While the original solution may not be permanent, it resolves the issue at hand.



Step 3. Complaint 3

- a. Complainant files notarized affidavit with supporting documentation (activity log, photos, videos, etc).
- b. Dog Services officer attempts resolution through education. There may be a citation and investigation.
- c. Officer writes first citation to dog owner(s) for code violation with an option to pay fine without a hearing. (Officer considers diversion or lower fines* for dog owners who have attended or are willing to attend mediation to resolve the dispute.)

Step 4. Complaint 4

- a. Dog Services officer writes a second citation for code violation, with a mandatory hearing and fine* doubles.
- b. Hearings Officer attempts education and orders mitigation through restrictions.

Step 5. Complaint 5

- a. Dog owner fails to comply with the Hearings Officer's decision
- b. Dog Services issues additional fines* and sets a court date.

**Non-payment is sent to a collections agency and may result in small claims court filing to collect citation revenue(s).*

June 23, 2014

TITLE 5

ANIMALS

Summary

5.01 ANIMAL LICENSING, SERVICES AND ENFORCEMENT..... 1

ORGANIZATION & OVERVIEW OF PROPOSED CHANGES:

1. Barking Dogs (Continuous Annoyance)

Continuous Annoyance calls relate to barking dog complaints. After the second Study Session regarding a possible barking dog program, the Board directed Staff to develop a progressive, resolution based program for consideration.

Adoption of the amendments outlined in Sections 5.01.040(B)(17) and 5.01.070(F)(1-2) will reinstate the Continuous Annoyance regulation in County Code.

TITLE 5

ANIMALS

5.01 ANIMAL LICENSING, SERVICES AND ENFORCEMENT 1

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Chapter 5.01

5.01 ANIMAL LICENSING, SERVICES AND ENFORCEMENT

5.01.010 Enactment; Authority

The County is authorized by Oregon Revised Statutes (ORS) 203.035 to regulate matters of County concern. The Board of County Commissioners finds that dog licensing and services within the County is a matter of County concern that impacts the health and safety of the people of Clackamas County. ORS 609.015, ORS 609.135 and ORS 153.030 recognize the authority of the County to enact and enforce regulations and procedures that vary from related state law provisions. The Board of County Commissioners adopts the following dog licensing and services regulations and procedures pursuant to ORS 203.035. Matters that concern crimes of abuse, neglect, or abandonment of dogs and other animals regulated by this code will be investigated and prosecuted under state law. [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.020 Definitions; Exclusions; Fines and Fees

- A. Definitions. Terms used but not defined shall have their plain meaning.
1. ANIMAL means any nonhuman mammal, bird, reptile, amphibian or fish as defined in ORS 167.310 or ORS 167.374.
 2. ANIMAL RESCUE ENTITY means an individual or organization, including but not limited to an animal control agency, humane society, animal shelter, animal sanctuary or boarding kennel not subject to ORS 167.374, but excluding a veterinary facility, that keeps, houses, and maintains in its custody 10 or more animals and that solicits or accepts donations in any form.
 3. BITE, BITING, BITTEN means the breaking of the skin of a person, domestic animal, or livestock by the teeth of a dog.
 4. CONDITIONAL RELEASE means a security or non-security release of an impounded dog which imposes regulations and conditions on the activities and keeping of the dog pending final disposition of a violation of this chapter, including appeal.
 5. CONTINUOUS ANNOYANCE means any dog that unreasonably causes annoyance, alarm or noise disturbance to any person by barking, whining, screeching, howling or making other sounds which may be heard beyond the boundary of the owner's or keeper's property, either as an episode of continuous noise lasting for a minimum period of fifteen (15) minutes or repeated episodes of intermittent noise lasting for a minimum period of 45 minutes within a 24-hour period.
 6. COSTS mean any monetary assessment, other than fines and fees ordered by a Hearings Officer, including but not limited to, costs for veterinarian care, restitution, prosecution and attorney fees.
 7. DANGEROUS DOG means any dog that menaces, bites, injures or kills a person, domestic animal, or livestock.
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8. DOG means the common dog (*Canis familiaris*) and also includes any animal claimed by its owner to be a wolf-hybrid unless the owner provides written verification from a licensed veterinarian that the animal is a wolf-hybrid and not a dog.
 9. DOG AT LARGE means a dog that is off or outside the dog owner's property and not under the immediate control of a person.
 10. DOG OWNER means the following, however any presumption of ownership raised in this section may be rebutted by proof to the contrary:
 - a. Any person in whose name a dog license has been issued;
 - b. Any person who has a possessory property right in a dog;
 - c. Any person who without regard to any ownership interest, shelters a dog or has a dog in that person's care, possession, custody or control, or knowingly permits a dog to remain on property occupied by that person for more than 30 days.
 - d. In all three circumstances described above, it is understood that in a family situation the adult head(s) of household shall be jointly and severally presumed to be the owner(s).
 11. DOG SERVICES means Clackamas County Dog Services.
 12. DOG SERVICES OFFICER means a person employed by or contracting with Clackamas County who is authorized to investigate violations and issue citations as provided in this chapter.
 13. DOMESTIC ANIMAL means any nonhuman mammal, bird, reptile, amphibian or fish as defined in ORS 167.310.
 14. ENFORCING AGENCY means Clackamas County.
 15. EUTHANASIA means the putting to death of an animal in any humane manner permitted under ORS 609.405.
 16. EXPENSES mean expenditures incurred by Dog Services during impoundment, keeping and disposition of a dog.
 17. HEARINGS OFFICER means any authority appointed by the Board of County Commissioners to hear and determine violations of this chapter.
 18. IMPOUND means taking physical or constructive custody of a dog. A dog shall be considered impounded from the time Dog Services staff or a peace officer takes physical custody of the dog or serves an owner with a Notice of Impound and Conditional Release in accordance with this chapter.
 19. LIVESTOCK has the meaning provided in ORS 609.125.
 20. MANAGER means the Clackamas County Dog Services Manager or his/her designee.
 21. MENACE means lunging, growling, snarling, chasing, attacking, or other behavior by a dog that would cause a reasonable person to fear for the person's safety, the safety of another person or the safety of a domestic animal or livestock.
 22. MINIMUM CARE means care sufficient to preserve the health and well-being of a dog and, except for emergencies or circumstances beyond the reasonable control of the owner, includes but is not limited to, each of the following requirements:
 - a. Food of sufficient quantity and quality to allow for normal growth or maintenance of body weight.
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- b. Open or adequate access to potable water in sufficient quantity to satisfy the dogs' needs. Access to snow or ice is not adequate access to potable water.
 - c. Access to adequate shelter. For a dog other than one engaged in herding or protecting livestock, this requires access to a barn, dog house or other enclosed structure sufficient to protect the animal from wind, rain, snow or sun with adequate bedding to protect against cold and dampness.
 - d. Access to adequate bedding, which is defined as bedding of sufficient quantity and quality to permit a dog to remain dry and reasonably clean and to maintain a normal body temperature.
 - e. Veterinary care deemed necessary by a reasonably prudent person to relieve the dog's distress from injury, neglect or disease.
 - f. Continuous access to an area:
 - i. with adequate space for exercise necessary for the health of the dog;
 - ii. with air temperature suitable for the dog; and
 - iii. that is kept reasonably clean and free from excess waste or other contaminants that could affect the dog's health.
23. PEACE OFFICER has the meaning provided in ORS 161.015.
24. PHYSICAL INJURY has the meaning provided in ORS 167.310.
25. SECURE ENCLOSURE means any of the following:
- a. A fully fenced pen, kennel or structure that is in compliance with applicable County codes, that will remain locked with a padlock or combination lock, and which has secure sides at least five feet high. The County may also require that the structure have a secure top and/or floor attached to the sides, or require that the sides be embedded in the ground no less than one foot; or
 - b. A house or garage that has latched doors kept in good repair to prevent the escape of the dog. A house, garage, patio, porch or any part of the house is not a secure enclosure if the structure would allow the dog to exit the structure of its own will; or
 - c. For a dangerous dog, a fully fenced pen, kennel or structure at least six feet in height that is either anchored beneath the ground or is in concrete and which prevents the dog from digging under it. The enclosure must be of a design that prevents entry of children or unauthorized persons and also prevents those persons from extending an arm or leg inside the enclosure. The enclosure must remain locked with a padlock or combination lock when occupied by the dog. A County approved sign must remain posted at all entry points of the dog owner's property that informs both children and adults that the dog is dangerous.
26. TETHERING means to restrain a dog by tying the dog to any object or structure by any means. Tethering does not include using a handheld leash for the purpose of walking a dog.
27. VIOLATION means any violation of this chapter for which a fine, condition, restriction, or other sanction may be imposed.
28. WOLF-HYBRID means an animal that is either the result of cross-breeding a purebred wolf and a dog, an existing wolf-hybrid with a dog, or any dog declared by its owner to be a wolf-hybrid. A wolf-hybrid will be considered to
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be a dog under this chapter unless the owner provides written verification from a licensed veterinarian that the animal is a wolf-hybrid and not a dog.

B. Exclusions.

This chapter does not regulate kennel operators or pet shop owners who for a period of not more than 90 days maintain on their property dogs owned by other persons.

C. Fines and Fees.

All fines and fees associated with this chapter shall be set by the Board of County Commissioners.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05 2010, 7/1/10]

5.01.030 Licensing; Vaccinations

A. License.

1. Individual Dog License.

- a. A person must be at least 18 years old to obtain a license for a dog.
- b. Every dog owner shall license a dog by the time the dog has a set of permanent canine teeth or is six months old, whichever comes first, or within thirty (30) days of acquiring the dog.
- c. A dog owner who has moved to Clackamas County and does not have a current dog license from another Oregon city or county, shall obtain a dog license within thirty (30) days of moving into Clackamas County unless the dog has not yet reached six months of age. A dog with a current dog license from another Oregon city or county shall not require licensing under this chapter until expiration of the current license, if within thirty (30) days of moving into Clackamas County the owner notifies Dog Services of the dog's description, license number, city or county of issuance, and Clackamas County address.
- d. A dog license is not transferable to another dog. The license number shall be assigned to the particular dog and shall remain with that dog for the life of the dog.

2. Multiple Dog License.

- a. Qualification; Application; Inspection. When an owner has more than one dog, the owner may obtain or renew a multiple dog license after submitting a completed, qualifying Multiple Dog License Application and after either 1) submitting an inspection certification from a veterinarian licensed in the state of Oregon; or 2) a County inspection of the applicant's premises to determine that the owner is in compliance with minimum care standards as provided by this chapter.
 - b. Denial. Causes for denial of a multiple dog license application may include, but are not limited to, denial for any person currently under active investigation or prosecution for any animal-related crime, persons under parole or probation following a conviction for any animal-related crime, or any person for which ownership, keeping or responsibility for animals would be a violation of any rule, regulation or law, either civil or criminal.
 - c. Transfer. A multiple dog license may be transferred to another holder with prior written approval of Clackamas County, provided that the
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- transferee qualifies to hold the license in all ways that an applicant for a new multiple dog license must qualify.
- d. **Appeal of Denial of Multiple Dog License.** An owner may appeal the denial or a new multiple dog license or denial of a transfer of a multiple dog license to a Hearings Officer by delivering a written request to Dog Services within seven (7) days of the mailing date of the written notice denying the license. A hearing will follow the same procedures set forth in this chapter for a hearing on a violation, except that the burden of proof will be on the owner to prove that the denial was improper.
 - e. **Land Use Approval.** Issuance of a multiple dog license does not constitute approval of a particular land use or indicate compliance with any zoning or land use planning restrictions that may apply. Applicant may be required to demonstrate compliance with city or county zoning or land use planning restrictions prior to issuance.
 - f. To ensure that minimum care standards are continually being met, an owner can either 1) submit an inspection certification from a veterinarian licenses in the state of Oregon or 2) allow a County inspection of the premises to determine that the owner is in compliance with the minimum care standards as provided for by this chapter.
3. **Licensing of Animal Rescue Entities:**
- a. **Licensing Requirement.** An animal rescue entity shall comply with the following license requirements:
 - i. Obtain a license issued by the enforcing agency in accordance with this section; and
 - ii. Pay a reasonable fee for a license or an annual renewal of the license.
 - b. **Issuance and Renewal of License.** The enforcing agency may not issue or renew a license under this section unless the animal rescue entity demonstrates it is in compliance with this chapter and with applicable state and local law.
 - c. **Record Keeping.** An animal rescue entity shall maintain a record for each animal that identifies:
 - i. The animal's date of birth or, if the date of birth is unknown, the animal's approximate age;
 - ii. The date possession, control or charge of the animal was acquired and the source of the animal;
 - ii. The number of offspring the animal has produced, if applicable;
 - iv. The disposition of each animal, including the date of disposition, manner of disposition, and the name and address for any individual or organization taking possession, control or charge of an animal;
 - v. Sex, breed type and weight of the animal at intake; and
 - vi. A photograph of the animal taken within 24 hours of intake.
 - d. **Inspections.** The following inspections of animal rescue entities by the enforcing agency shall be permitted:
 - i. Inspection of the records required by this section.
 - ii. Furnish reports and information required by Section 5.01.030(C)(1)-(6) and by state and local law.
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- iii. Conduct an on-site investigation of the premises whenever the enforcing agency has reason to believe that the animal rescue entity is operating without a license. The purpose of an investigation under this section is to determine whether the animal rescue entity is subject to the requirements of this chapter.
 - iv. At any reasonable time, an on-site investigation of the premises may be conducted to determine whether the animal rescue entity is in compliance with this section.
 - v. An on-site investigation if a credible and serious complaint has been received that the animal rescue entity has failed to comply with the requirements of this section. The investigation shall be limited to determining if the animal rescue entity has failed to comply with the requirements of this chapter.
 - vi. If during the course of an inspection made under this section, the enforcing agency finds evidence of animal cruelty in violation of ORS 167.310 to 167.351, 167.355 or 167.360 to 167.372, the enforcing agency shall seize the evidence and report the violation to law enforcement.
 - e. **Transfer of License.** An animal rescue entity may transfer a license issued under this section to another person with the written consent of the enforcing agency, provided that the transferee otherwise qualifies to be licensed as an animal rescue entity and does not have a certified unpaid debt to the state. The transferee shall submit a signed release to the enforcing agency permitting the performance of a background investigation of the transferee, and the enforcing agency shall conduct the background investigation.
 - f. **Violations.** A violation of any provision in this section may be prosecuted by the enforcing agency, as provided by section 5.01.070 of this chapter, and may result in the imposition of fines and civil penalties, or other restrictions or remedies as provided in this chapter.
- B. Dog Rabies Vaccination**
- 1. Individual or multiple dog licenses will not be issued without evidence of one of the following for each dog to be licensed:
 - a. A rabies vaccination certificate issued by a licensed veterinarian that is valid for the license period; or,
 - b. A written statement signed by a licensed veterinarian stating that for medical reasons the rabies vaccination cannot be administered to the dog.
 - 2. A dog that does not have proof of a current rabies vaccination, exemption from vaccination, or current Oregon county or city license, shall be apprehended and impounded at the owner's expense.
 - 3. A veterinarian performing a rabies vaccination of any dog must transmit a copy of the vaccination certificate or written documentation that includes information contained on the certificate to Dog Services within 30 days of the vaccination. In the alternative, a veterinarian may issue a dog license in accordance with the rules adopted by this Chapter, and submit proof of license to Dog Services within 30 days of the vaccination.
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C. License Term; Renewal; Fine

1. A license will be valid for one, two or three years from the date of issuance at the option of the dog owner, based on the license fee paid by the owner, and requires a rabies vaccination certificate for the licensing period.
2. Renewal of a license shall not be due until the last day of the month in which the license expires. If a person fails to renew a license prior to its expiration date, a fine may be assessed at the time the license is renewed.

D. Identification Tags.

1. At the time an individual dog license is issued, the County will issue a free identification tag that is to be fastened to a collar or harness and kept on the dog at all times when the dog is not in the immediate possession of the owner.
2. When a multiple dog license is issued, the owner may obtain identification tags for each dog in his possession upon payment of a fee.
3. If a dog license tag is lost, the owner may obtain a duplicate tag from Dog Services upon payment of a fee.

E. License Fees Exemptions.

1. No license fee will be required for the following:
 - a. Any dog that meets the definition of an “assistance animal” as defined in ORS 346.680, provided that the license applicant has filed a statement with Dog Services indicating that the dog is an "assistance animal" for a person who has a physical impairment in one or more of their daily life activities and resides in the applicant’s household.
 - b. Any dog in training to be an “assistance animal” as defined in ORS 346.680, in affiliation with a recognized organization for the training or placement of assistance animals, provided the trainer files a statement with Dog Services verifying that the dog is an assistance animal.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10; Amended by Ord. 08-2012, 8/2/12]

5.01.040 Control of Dogs

A. Duties of Owners. For the purposes of this chapter, a dog owner is responsible for the behavior of the dog regardless of whether the owner or another person allowed the dog to engage in the behavior that is the subject of the violation.

B. Violations.

1. It is unlawful to permit a dog to be a public nuisance. A dog is a public nuisance if it:
 - a. Menaces, bites, injures or kills a person, domestic animal or livestock. It is a defense to this section if the dog engages in such behavior as a result of a person wrongfully assaulting the dog or owner, or other similar provocation, or when the dog’s behavior was directed towards a trespasser or other extenuating circumstances that establishes that the dog does not constitute an unreasonable risk to life or property;
 - b. Is a dog at large. It is a defense to this section that the dog was a working dog wearing a locating device and temporarily separated from the person in control of the dog;
 - c. Chases a vehicle while off the dog owner’s property;
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- d. Damages or destroys property of another person while off the dog owner's property;
 - e. Scatters garbage while off the dog owner's property;
 - f. Is a female in heat (estrus) and is a dog at large.
2. It is unlawful to fail to comply with the requirements of this chapter that apply to keeping a dangerous dog.
 3. It is unlawful to permit any dog to leave the confines of any prescribed quarantine area and/or fail to comply with any other condition of quarantine.
 4. It is unlawful to interfere with an identified County employee or peace officer who is enforcing any provision of this chapter by intentionally acting in any manner that prevents, or attempts to prevent, a County employee or peace officer from performing their lawful duties.
 5. It is unlawful to knowingly provide false information to a County employee or peace officer enforcing any provision of this chapter.
 6. It is unlawful to permit a dog to be confined within a motor vehicle at any location under such conditions as may endanger the health or well-being of the dog.
 7. It is unlawful to permit a dog to be unrestrained in an open portion of a vehicle.
 8. It is unlawful to fail to reclaim an impounded dog.
 9. It is unlawful to fail to comply with any fine, fee, cost, expense, condition, restriction or other order imposed by a Hearings Officer under this chapter.
 10. It is unlawful to fail to surrender a dog for apprehension to the County when required by this chapter.
 11. It is unlawful to fail to license a dog or renew a license as required by this chapter.
 12. It is unlawful for an owner to fail to immediately notify Dog Services when the owner's dog has bitten a person, domestic animal or livestock.
 13. It is unlawful to keep a dog in a manner that does not meet minimum care standards of this chapter.
 14. It is unlawful to fail to maintain a current rabies vaccination.
 15. It is unlawful for a person who has been bitten by a dog, or a parent/guardian of a bitten minor, to fail to immediately notify Dog Services when required by this chapter.
 16. It is unlawful for a dog owner to fail to follow any condition of release pending final disposition of a violation of this chapter, including appeal.
 17. It is unlawful to permit any dog to cause continuous annoyance as defined in Section 5.01.020(5).
 18. It is unlawful to permit any dog to be tethered in any manner as provided below:
 - a. with a tether that is not a reasonable length given the size of the dog and available space and that allows the dog to become entangled in a manner that risks the dog's health or safety;
 - b. with a collar that pinches or chokes the dog when pulled;
 - c. for more than 10 hours in a 24-hour period;
 - d. for more than 15 hours in a 24-hour period if the tether is attached to a runner, pulley or trolley system;It is not a violation of this section if for any dog to be tethered:
 - e. while the dog remains in the physical presence of the person who owns, controls or otherwise has charge of the dog;
 - f. pursuant to the requirements of a campground or other recreational area;
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- g. for the purpose of engaging in an activity that requires licensure in this state, including but not limited to hunting;
 - h. to allow transport of the dog; or
 - i. if the dog is kept for herding, protecting livestock or dog sledding.
- 19. It is a violation for a veterinarian performing a rabies vaccination on a dog to fail to report the rabies vaccination as provided in 5.01.030(B)(3).
 - 20. It is unlawful to operate an animal rescue entity without proper licensing and compliance with requirements outlined in 5.01.030(A)(3).
- C. **Lost Dogs; Duties of Finders.** Any person who finds and shelters a dog without knowing the dog owner's identity shall be subject to the responsibilities provided in ORS 98.005, ORS 98.025 and ORS 609.100.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10; Amended by Ord. 08-2012, 8/2/12]

5.01.050 Biting Dogs; Dangerous Dogs

- A. **Reporting Biting Dogs.**
- 1. The owner of a dog that bites a person, domestic animal or livestock shall immediately notify Dog Services of the time and circumstances of the bite along with a description of the biting dog, its rabies vaccination status, the owner's name and address, and if known the name and address of the person who was bitten or the owner of the bitten domestic animal or livestock.
 - 2. Any person who is bitten by a dog, is the parent/guardian of a bitten minor, or owns a domestic animal or livestock bitten by a dog shall immediately notify Dog Services of the time and circumstances of the bite along with his/her name and address, a description of the biting dog, and if known the name and address of the dog owner.
- B. **Quarantine of Biting Dogs.**
- 1. A dog suspected of biting a person will be quarantined at the owner's expense until the tenth day following the bite in accordance with state law.
 - 2. At the discretion of the County, a dog that has proof of a current rabies vaccination, exemption from vaccination, or a current Oregon county or city license may be quarantined at the premises of a licensed veterinarian or at the premises of the owner providing the dog is kept within a secure enclosure or with approved restraint deemed adequate to prevent contact with any person or other animal, and is kept in accordance with any other conditions set by the County as permitted by this chapter or required by state law. It shall be a violation of this chapter if during home quarantine the dog leaves the confines of a prescribed quarantine area for any reason or otherwise violates the conditions of quarantine.
 - 3. Dogs that have bitten a person and do not have proof of a current rabies vaccination, exemption from vaccination, or a current Oregon county or city license shall be apprehended and impounded as resources allow.
- C. **Dangerous Dogs.**
- 1. **Classification of Dog as a Dangerous Dog.** A dog may be classified by the Hearings Officer as a dangerous dog when it has menaced, bitten, chased, injured or killed any person, domestic animal or livestock.
 - 2. **Notice of Classification; Hearing.**
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- a. Notice. Prior to a dog being classified as dangerous, the owner shall have a right to a hearing before a Hearings Officer. The County shall send a Dangerous Dog Notice to the dog owner by certified mail or personal service. If sent by mail, the date of mailing will be considered the date of service. The notice shall inform the owner of:
 - i. A description of the alleged incident and specific behavior that supports classification of the dog as dangerous.
 - ii. The regulations that may be imposed following a dangerous dog classification, including the requirement of a dangerous dog certificate.
 - iii. An opportunity to request a hearing.
 - iv. Information that the dog owner must request a hearing within seven (7) days from the date of service by delivering a written request to Dog Services.
 - v. Information that if the dog owner does not make a timely request for hearing, the dog owner shall be deemed to have waived his/her right to a hearing. Thereafter, following proof of sufficient evidence that the dog is dangerous, the Hearings Officer may so classify the dog and impose regulations consistent with this chapter.
 - b. Hearing.
 - i. Following a timely request for hearing, the County will notify the dog owner and Hearings Officer of the date and time of the hearing. The hearing shall follow the procedures set forth in this chapter for a hearing on a violation.
 - ii. The Hearings Officer may refrain from classifying a dog as dangerous upon a finding that the behavior was the result of a person wrongfully assaulting the dog or owner, or other similar provocation, or when the dog's behavior was directed towards a trespasser, or other extenuating circumstances that establishes that the dog does not constitute an unreasonable risk to life or property.
 - iii. A hearing on classification of a dangerous dog may be consolidated with a hearing on any underlying violation for which the dog owner has been cited.
3. Regulation of Dangerous Dogs; Microchip Identification. When a dog has been classified as dangerous, the dog shall be microchip identified at Dog Services at the expense of the owner, as provided in ORS 609.168. In addition, a Hearings Officer may order the following regulations:
 - a. That the dog be kept in a secure enclosure;
 - b. That the dog owner obtain and maintain proof of public liability insurance;
 - c. That the dog owner not permit the dog to be off the owner's premises unless the dog is muzzled and restrained by an adequate leash and under the control of a competent person;
 - d. That the dog owner successfully complete a County approved pet ownership program;
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- e. That the dog successfully complete obedience training certified by the American Temperament Testing Society or other similar County approved program;
 - f. That the dog be spayed or neutered;
 - g. After consideration of the factors set forth in ORS 609.093, require euthanasia when a dog has bitten or killed a person, domestic animal, or livestock. The Hearings Officer may also consider the public nuisance violation history of the dog and owner to include all known determinations by any court, governing body, official or agency of any local or state government without regard to where or when the incident occurred.
4. Certificate of Registration; Secure Enclosure; Notice to New Owner
- a. Certificate of Registration. Within seven (7) days after a dog has been classified as dangerous, the owner must license the dog, if not already licensed, and obtain a dangerous dog certificate of registration to be renewed annually until the dog is declassified or dies. The County will only issue certificates of registration and renewals to persons who are at least 18 years of age and who present sufficient evidence of:
 - i. A rabies vaccination certificate which will remain in effect for at least one year from the date the certificate of registration is issued;
 - ii. A secure enclosure to confine the dangerous dog;
 - iii. A clearly visible County-approved warning sign to be posted and remain at all entry points of the owner's property that informs both children and adults that the dog is dangerous;
 - iv. Microchip identification as provided in ORS 609.168; and,
 - v. Payment of an annual dangerous dog registration fee.
 - b. Secure Enclosure. The owner of a dog classified as dangerous shall confine the dog in a secure enclosure. The owner must immediately notify Dog Services when a dangerous dog is at large, or has bitten a person, domestic animal or livestock. A dangerous dog shall not be permitted to leave the confines of a secure enclosure unless the dog is muzzled and restrained by an adequate chain or leash and under control of a competent person.
 - c. Notice to New Owner. Prior to a dangerous dog being sold or given away, the owner shall provide notice to the new owner that the dog has been classified as a dangerous dog and provide the County with the name, address and telephone number of the new owner whether or not the new owner resides in Clackamas County. If the new owner resides in Clackamas County, he/she must comply with all dangerous dog regulations imposed unless and until the dog is declassified or dies.
5. Declassification of Dangerous Dog.
- a. Declassification. Following an owner's written request, the County may declassify a dog as dangerous and terminate the regulations ordered at the time of classification, except for microchip identification and secure enclosure, when the following conditions have been met:
 - i. For two years from the date of classification the dog has had no further incidents of behavior that would make it a dangerous dog;
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- ii. For two years from the date of classification there have been no violations of the regulations imposed;
 - iii. The dog owner has obtained a certificate of satisfactory completion of obedience training for the classified dog.
- b. Appeal of Declassification Denial. A dog owner may appeal to a Hearings Officer the denial of a request to declassify a dangerous dog by delivering a written request for appeal to Dog Services within seven (7) days of the mailing date of the County's written notice denying declassification.
- i. The County's written denial shall include information on how the dog owner may appeal the denial.
 - ii. On appeal the Hearings Officer shall determine whether the dog meets the criteria for declassification and shall either uphold the County's denial or order declassification.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.060 Impoundment; Release; Adoption

A. Impoundment

1. Any Dog Services Officer or peace officer may impound an animal that is in violation of this chapter, or when a Dog Services Officer or peace officer reasonably believes the animal requires medical assistance or care, or when ordered by a court or Hearings Officer.
2. If a person refuses to allow a Dog Services Officer or peace officer to enter the premises to apprehend and impound an animal as authorized by this chapter, the County may request the assistance of the local law enforcement official to obtain and execute a search warrant as authorized by law to search for and seize the animal subject to impound.
3. Any Dog Services Officer or peace officer is authorized to remove the animal from a motor vehicle to apprehend and impound the animal when the officer reasonably believes it is confined in a manner that endangers its health or well-being, including but not limited to dangerous temperature, lack of food, water or attention. A written notice of impoundment will be left on or in the vehicle with information on how to reclaim the animal.
4. Any person may immediately apprehend and hold for impoundment any animal that has trespassed upon the property of that person or another in violation of this chapter, or has menaced, bitten, injured or killed a person, domestic animal, or livestock.
5. Animals other than dogs that are seized by Dog Services Officers will be taken to facilities that are appropriate for the holding or keeping of those animals. Release of such animals will be subject to State law as well as any rules or procedures for the facility where the animal is being kept.

B. Impound Holding Periods. Unless otherwise provided in this chapter or reclaimed sooner by the owner, dogs that have been impounded will be held for the following minimum time periods:

1. Dogs not wearing a license tag shall be held for at least three consecutive business days, not including the day of impoundment.
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2. Dogs wearing a license tag shall be held for at least five consecutive business days, from the date of notification of impoundment. If notification is by mail, the date of mailing shall be considered the date of notification.
- C. Release of Animals Impounded at County Dog Shelter; Conditional Release.
1. Release.
 - a. Release Prohibited. Unless otherwise ordered by a Hearings Officer or court of competent jurisdiction, an impounded dog may not be released until final disposition of any violation alleging that the dog has killed a person, or when a dog is pending classification or has been classified as a dangerous dog.
 - b. Release Permitted. Unless prohibited by this chapter prior to final disposition of a violation or pending appeal, an impounded animal may be released subject to release conditions in subsection 5.01.060(C)(2)(a) and upon posting security in the amount equal to 50% of the base fine for each violation and payment of fees and costs owed to date including prior outstanding balances, except upon showing of good cause.
 2. Conditional Release.
 - a. Conditions. As permitted by this chapter pending final disposition of a violation or appeal, the County or Hearings Officer may conditionally release an impounded animal to its owner and may impose any of the following release conditions, including but not limited to a requirement that the animal owner:
 - i. Obtain and provide proof of a rabies vaccination within a designated time, if applicable;
 - ii. Provide proof of license within a designated time, if applicable;
 - iii. Restrain the dog on the dog owner's property by means of a secure enclosure;
 - iv. If the animal is a dog, control the dog on a leash that is no longer than six (6) feet, and at all times handled by an adult who is able to control the dog;
 - v. If the animal is a dog, muzzle the dog at all times when the dog is off the dog owner's property;
 - vi. Obtain veterinary care for the animal within a designated time;
 - vii. Comply with minimum care standards consistent with this chapter;
 - viii. Keep the animal indoors during certain hours.
 - b. Revocation of Conditional Release; Violation; Security Forfeited.
 - i. Revocation. Upon reasonable ground to believe that a release condition has been violated, the County may revoke release, and apprehend and impound the subject animal pending final disposition of the underlying violation or appeal.
 - ii. Violation. At the time of revocation the animal owner, or the owners, operators or managers of animal rescue entities shall be cited for failure to follow condition(s) of release. A hearing on revocation may be made in accordance with section 5.01.070 of this chapter and consolidated with a hearing on the underlying violation(s).
 - iii. Security Forfeited. The security amount posted on conditional release shall be forfeited upon a finding that one or more
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conditions of release were violated or if no timely hearing is requested.

3. If a dog owner, or the owners, operators or managers of animal rescue entities, has been cited for a violation(s) of this chapter, and a Hearings Officer finds that no violation(s) occurred, then impoundment and board fees shall not be assessed until the first business day after notice of the Hearings Officer's Final Order.
 4. An owner must reclaim an animal within five (5) business days after notice of a Hearings Officer's Final Order unless otherwise ordered or unless stayed by a court of competent jurisdiction.
- D. Failure to Reclaim.
1. If an owner fails to reclaim an animal as provided in this chapter, the animal will be deemed abandoned and shall become the property of the County without compensation paid to the owner.
 2. An owner that fails to reclaim an animal will be civilly liable to the County for all penalties, fines, fees, costs and expenses authorized by this chapter, which may be collected in the same manner as any other debt allowed by law.
- E. Diseased or Injured Animal. A dog owner, or the owners, operators or managers of animal rescue entities shall be liable to the County for costs paid for medical treatment during impoundment. If the County determines an animal is seriously injured or seriously ill or its health condition causes a threat to public health or safety, the animal may be immediately euthanized without compensation paid to the owner.
- F. Release for Adoption.
1. Fees. Adoption fees will be assessed consistent with this chapter.
 2. Standards. The Dog Services Manager shall have the authority to develop and enforce adoption policies and procedures.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10; Amended by Ord. 08-2012, 8/2/12]

5.01.070 Citation; Complaint; Hearing Process

- A. Issuance of Citation.
1. Any Dog Services Officer or peace officer may issue and serve a dog owner, or the owners, operators or managers of animal rescue entities with a citation when there are reasonable grounds to believe that a violation of this chapter has occurred. The citation shall serve as the County's complaint and may include a fine that is payable to Clackamas County.
 2. A citation shall be served by personal service or by certified mail with return receipt requested, no later than six (6) months from the date the alleged violation occurred. When mailed the date of mailing shall be considered the date of service. The failure of any person to receive notice properly given shall not invalidate or otherwise affect proceedings under this chapter.
- B. Inspection and Investigation. In determining whether to issue a citation, a Dog Services Officer may request entry onto any real property in order to investigate a suspected violation of this chapter.
- C. Form of Citation.
1. The citation shall include:
 - a. The name and address of the person cited;
 - b. The date(s) the alleged violation(s) occurred;
 - c. The number and title of the chapter section(s) violated;
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- d. A description of the animal(s) involved;
 - e. The base fine, to be equal to the minimum fine, along with the maximum fine for each violation as authorized by this chapter;
 - f. A statement providing notice of the penalties that could be imposed by the Hearings Officer, including penalties and keeping restrictions provided in Section 5.01.080 of this chapter.
 - g. Whether appearance before a Hearings Officer is optional, or if mandatory, the date, time and place at which the person is to appear;
 - h. The procedure for the person to follow to admit the violation and pay the fine or to contest the citation and appear before a Hearings Officer;
 - i. A statement that if the person fails to pay the fine within the time allowed, or fails to appear before the Hearings Officer when required, the person shall have waived his/her right to contest the citation and the Hearings Officer may enter a judgment against the person for an amount up to the maximum fine, in addition to any fees, costs or expenses, conditions or restrictions authorized by this chapter;
 - j. A statement that when appearance before a Hearings Officer is mandatory the person cannot pay the fine in lieu of appearance.
2. An error in transcribing information into a citation, when determined by the Hearings Officer to be non-prejudicial to the defense of the cited person, may be corrected prior to or at the time of the hearing with notice to the cited person. Except as provided in this subsection, a citation that does not conform to the requirements of this section shall be set aside by the Hearings Officer upon motion of the cited person before any other proceedings at the hearing. Minor variations in the form of citation shall not be a basis for setting aside a citation. Nothing prohibits the Hearings Officer from amending a citation in the Hearings Officer's discretion.
- C. Response to Citation
1. Unless an appearance before a Hearings Officer is mandatory, a dog owner, or the owners, operators or managers of animal rescue entities who has received a citation may respond by:
 - a. Appearing personally before the Hearings Officer on the cited appearance date and either admit or deny the violation; or
 - b. Prior to the appearance date return a signed copy of the citation to Dog Services admitting the violation, along with a check or money order payable to Clackamas County for the total base fine amount. Admission and payment does not relieve the dog owner, or the owners, operators or managers of animal rescue entities of the requirement to correct the violation; or
 - c. Prior to the appearance date, return a signed copy of the citation to Dog Services denying the violation and requesting a hearing. Dog Services will set a time and place for the hearing and notify the Hearings Officer, and the dog owner, or the owners, operators or managers of animal rescue entities.
 2. Mandatory Appearance. Personal appearance before a Hearings Officer at the time and place indicated on the citation shall be mandatory:
 - a. When a dog owner, or the owners, operators or managers of animal rescue entities has received a citation three (3) times or more within a
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- twelve (12) month period or the issuing officer has determined the appearance should be mandatory;
- b. For violation of Failure to Surrender an Animal;
 - c. For violation of Interfering with a County employee or Peace Officer;
 - d. For violation of Providing False Information to a County employee or Peace Officer;
 - e. For violation of Failure to Comply with Conditions of Quarantine;
 - f. For violation of Failure to Comply with any Fine, Fee, Cost, Expense, Condition or Restriction authorized by this chapter;
 - g. For violation of Dog as a Public Nuisance when a dog kills a person, domestic animal or livestock;
 - h. For violation of Failure to Comply with the Requirements of Keeping a Dangerous Dog.
 - i. For failure to reclaim an impounded animal.
 - j. For failure to meet minimum care standards.
3. Failure to Respond to Citation. If a person cited fails to respond to a citation as required by this chapter, then the person shall be deemed to have waived his/her right to contest the citation. Following proof of sufficient evidence that the person has committed the cited violation(s), the Hearings Officer may enter a Final Order against the person for an amount up to the maximum fine, in addition to any applicable fees, costs or expenses, and any other imposition consistent with this chapter. A copy of the Final Order shall be sent to the person cited by regular mail.
- D. Hearing Process.
1. Informal Disposition. The County and the dog owner, or the owners, operators or managers of animal rescue entities may agree to an informal and final disposition of any violation before a Hearings Officer issues a Final Order.
 2. Burden of Proof. The burden will be on the County to prove that the violation occurred by a preponderance of the evidence.
 3. Testimony of Witnesses and Parties. The Hearings Officer shall have the authority to administer oaths or affirmations and take testimony of and question witnesses and parties. Parties may offer witness testimony on their own behalf. Written testimony must be submitted by sworn affidavit and may be admitted into the record subject to exclusion by the Hearings Officer and objections by the opposing party.
 4. Cross-Examination of Witnesses. The person cited and attorneys may examine or cross-examine witnesses.
 5. Evidence. Reliable and relevant evidence shall be admitted subject to the rules of privilege recognized by law. Records developed, kept and maintained, during the normal course of business, including but not limited to, law enforcement reports and veterinary records, shall be admissible provided the party offering the records establishes the authenticity of the records through written or oral testimony. The burden of presenting evidence to support a fact or position shall be on the offering party. The Hearings Officer may establish procedures for the presentation of evidence to ensure that the hearing record reflects a full and fair inquiry into the facts necessary to determine the matter alleged. The Hearings Officer shall have the discretion to exclude any material or testimony that is accumulative, repetitious, irrelevant or immaterial.
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6. Objections. Objections to admission of evidence shall be noted in the record and will be considered with respect to the weight to be given the particular evidence offered. The Hearings Officer shall have the discretion to admit or exclude any evidence presented and may reserve the ruling on the admissibility or exclusion of evidence until the time the Final Order is issued.
7. Subpoenas. The Hearings Officer may issue subpoenas to parties when a request is supported by a showing of general relevance and reasonable scope of the evidence sought. Witnesses appearing pursuant to subpoena, other than the parties, peace officers or employees of the County, shall be paid the same witness fees and mileage as allowed in civil cases from the party requesting the subpoena to be paid at the time the subpoena is issued. The party requesting the subpoena will be responsible for its service in accordance with the Oregon Rules of Civil Procedure.
8. Representation. The person cited may represent him/herself or may be represented by counsel at personal expense. The County may be represented at the hearing by any employee of the County. If the employee is not an attorney, the employee shall not present legal argument, examine or cross-examine witnesses, present rebuttal evidence or give legal advice to the Hearings Officer conducting the hearing.
9. Record. A verbatim record shall be made of all hearings. The record may be transcribed at the request of a party upon payment in advance of the cost of transcription.
10. Final Order. At the conclusion of the hearing, the Hearings Officer shall issue a Final Order based upon reliable, relevant and substantial evidence which shall be the County's final determination. A Final Order shall be effective on the date that it is issued unless otherwise provided by the Hearings Officer. The order may be oral or written, but in all cases must be recorded in the record of the proceeding. The Hearings Officer may impose fines, fees, costs, expenses, conditions or restrictions and any other imposition authorized by this Chapter. Monetary obligations are due and payable on the effective date of the Final Order unless otherwise provided.
11. Judicial Review. Review of a Final Order of the Hearings Officer may be made by any party by writ of review as provided in ORS 34.010-34.100.
12. Enforcement of Final Order. The County may maintain civil proceedings in law or equity in a court of competent jurisdiction to enforce any provision of a Hearings Officer's Final Order.

F. Process when Citation is for Dog as Continuous Annoyance. When the County receives a complaint of a dog causing a continuous annoyance, all of the procedures in this chapter shall apply and the following additional procedures shall also be required:

1. First Complaint. The county will not investigate or issue a citation, but will provide assistance to the complainant and the dog owner to help them resolve the issue between themselves.
2. Second Complaint. The complainant and the dog owner will be referred to mandatory mediation:
 - a. If the complainant fails to participate in mediation, no citation will be issued to the owner, the county will not investigate the complaint and not further complaints will be considered until and unless the complainant participates in mediation.

b. If the owner fails to participate in mediation, the county may conduct further investigation into the complaint, may issue a citation and may take other steps that it determines are reasonable in the circumstances.

3. Complaints Following Mediation Where All Parties Have Participated. If mediation is conducted wherein both the owner and complainant participate, upon receipt of further complaints the County may conduct further investigation into the complaint, may issue a citation and may take other steps that it determines are reasonable in the circumstances.

4. After Citation Issued. After a citation is issued by the County, all standard procedures and provisions in this chapter shall apply.

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5.01.080 Penalties

A. Fines, Fees, Costs; Expenses.

1. Upon a finding that the dog owner or the owners, operators or managers of animal rescue entities has violated this chapter, a Hearings Officer may impose fines, fees, costs and expenses, which shall become a debt owing to Clackamas County and may be collected in the same manner as any other debt allowed by law. If fines, fees, costs or expenses are not paid within sixty (60) days after payment is ordered, the County may file and record the Final Order for payment in the County Clerk Lien Record as authorized by ORS 30.460.
2. If the Hearings Officer finds that the alleged violation did not occur, the County shall reimburse the owner for any fines, fees, costs and expenses previously paid by the owner for the alleged violation.
3. The Hearings Officer may order payment of the County's attorney fees and prosecution costs to include staff time for any violation of this Chapter.

B. Conditions and Restrictions; Restitution; Euthanasia.

1. Upon a finding by the Hearings Officer that a dog owner, or the owners, operators or managers of animal rescue entities has violated a provision of this chapter, in addition to and not in lieu of any fine, fee, cost or expense, the Hearings Officer may impose restitution, euthanasia, and reasonable conditions and restrictions, including but not limited to:
 - a. Suspend the owner's right to own or keep any animal in Clackamas County for a period not to exceed five (5) years;
 - b. Upon sufficient proof order restitution to any person who has suffered actual monetary loss as a result of a violation of this chapter, including but not limited to expenses incurred for veterinary care, burial and memorial expenses, repair or replacement of damaged property, or medical bills;
 - c. Require the owner to spay or neuter the animal;
 - d. Require the owner to remove the animal to a location where the animal does not present a threat to persons, domestic animals or livestock;
 - e. Require the owner to surrender the animal to the County;
 - f. After consideration of the factors set forth in ORS 609.093, require euthanasia when an animal has bitten or killed a person, domestic animal or livestock. The Hearings Officer may also consider the public nuisance violation history of the animal and owner to include all known

-
- determinations by any court, governing body, official or agency of any local or state government without regard to where or when the incident occurred;
- g. Require that the owner comply with any other condition or restriction reasonably designed to abate any future violation of this chapter;
 - h. Require that the owner obtain microchip identification for the animal;
 - i. Require the owner to reduce the number of animals on the owner's premises.
2. Any condition or restriction imposed by a Hearings Officer must be complied with immediately unless otherwise ordered. The County may request that an owner provide proof of compliance by a date certain. If proof is not provided, or proof is insufficient, then a rebuttable presumption will exist that the owner has failed to comply and the owner may be cited for the violation of Failure to Comply in accordance with this chapter.
 3. An owner shall be responsible for all costs incurred in complying with any condition or restriction imposed.
 4. Upon a finding that an owner is guilty of a violation set forth in this chapter, regarding the same animal for the third time in a twelve (12) month period, the Hearings Officer may order that the owner surrender the animal to the County, without compensation paid to the owner.
 5. When an animal has been ordered surrendered and the County has determined that the animal qualifies for adoption, the County may give placement preference to any person who had prior contact with the animal, including but not limited to the former owner's family members or friends who reside separately from the former owner and whom the County has determined will provide adequate care and follow all conditions or restrictions imposed by the Hearings Officer in order to maintain control of the animal.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10; Amended by Ord. 08-2012, 8/2/12]

5.01.090 Authority of Dog Services Manager

In accordance with the provisions of this chapter the Dog Services Manager shall have the authority to:

- A. Collect fines, fees, costs and expenses.
- B. Authorize an owner to keep a licensed dog that has been impounded and quarantined, at the premises of the owner during the period of quarantine.
- C. Declassify a dog as dangerous in accordance with the provisions of this chapter.
- D. Require a dog owner, or the owners, operators, or managers of animal rescue entities to provide proof of compliance with a Hearings Officer's Final Order.
- E. Inspect premises of a dog owner, or of an animal rescue entity to ensure compliance with this chapter;
- F. Develop and enforce policy, procedures and standards to ensure the effective administration of this chapter.

[Added by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.100 Transition

[Added by Ord. 01-2004, 4/8/04; Repealed by Ord. 08-2012, 8/2/12]

5.01.110 Severability

If any clause, section or provision of this chapter is declared unconstitutional or invalid for any reason or cause, the remaining portion of this chapter shall remain in full force and effect and be valid as if the invalid portion had not been incorporated herein.

[Added by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.120 Enforcement of Other Laws

- A. Enforcement of Dogs. Pursuant to ORS 203.035; 153.030; 609.015 and ORS 609.135, this chapter supersedes enforcement in the County of the following state statutes regarding control of dogs: ORS 609.030 and 609.035 to 609.110; 609.155; 609.158; 609.165; 609.170; 609.180; 609.190.
- B. Enforcement of Rabies Control. Rabies control shall be enforced by the Clackamas County Health Officer in cooperation with the Dog Services Manager in accordance with the provisions of ORS 433.340 through 433.390.
- C. Enforcement of Violations Involving Livestock. When a dog is determined to be a Public Nuisance under this chapter for menacing, biting, injuring or killing livestock, in addition to all other provisions and regulations of this chapter the following state statutes apply: ORS 609.125; 609.156; 609.161; 609.162; 609.163; 609.167; 609.168.
- D. Enforcement of Possession of Dogs. The number of dogs possessed by a person shall be limited as provided in ORS 167.374. In addition to all other provisions and regulations of this chapter, ORS 167.374 shall apply.
- E. Other Laws Apply. Except as expressly provided in this chapter, this chapter shall in no way be a substitute for or eliminate the necessity of conforming with any and all state and federal laws, rules and regulations, and other ordinances which relate to the requirements provided in this chapter.

[Added by Ord. 05-2010, 7/1/10; Amended by Ord. 08-2012, 8/2/12]

Attachment D: Program Fine Schedule (Proposed)

Code Amendments - Program Fines:

DEPARTMENT/DIVISION	AUTHORIZING LEGISLATION	Fine set by ORS	ORS authorized fine	Code authorized fine	FY 13/14 FINE AMOUNT	FY 14/15 FINE AMOUNT	New Fee FY 14/15	Notes
DOG CONTROL								
Continuous Annoyance <u>pending final disposition</u>								
Mediation Fee (Dog Owner) Mediation Fee (Complainant)	Code §5.01.040.B & §5.01.070 (F)			x	\$0	\$50 \$50	x	
1st citable offense 2nd offense 3rd offense						\$250-\$350 \$350-\$450 \$500-\$1,000		
<u>Improper tethering of a dog</u> 1st offense 2nd offense 3rd offense	Code §5.01.040.B			x	\$0	\$100-\$250 \$250-\$400 \$500	x	
Failure to comply with requirements <u>of an Animal Rescue Entity</u> 1st offense 2nd offense 3rd offense	Code §5.01.030.A			x	\$0	\$100-\$250 \$250-\$400 \$500	x	
<u>Failure to report canine rabies vaccination</u> 1st offense 2nd offense 3rd offense	Code §5.01.040.C			x	\$0	\$100-\$250 \$250-\$400 \$500	x	Multnomah County = \$100 per offense.

Color Coding - Key:

Continuous Annoyance - Barking Dogs

Statutory Requirements

Housekeeping

Attachment E: Program Fee Schedule (*Proposed*)

Code Amendments - Program Fees:

DEPARTMENT/DIVISION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	FY 13/14 Adopted Fee	14/15 Proposed Fee	New Fee FY 14/15	Notes
DOG CONTROL								
Animal Rescue Entity, Annual License	Code §5.01.030.A			x	\$0	\$100	x	
<u>Licensing*</u>								
Fertile 1 year	Code §5.01.030				\$35	\$41		Increase the annual dog license fee by \$6/year/license to offset the cost of the continuous annoyance program.
2 year					\$60	\$72		
3 year					\$90	\$108		
Altered 1 year				x	\$18	\$24		
2 year					\$34	\$46		
3 year					\$48	\$66		
* <i>Note 1:</i> 25% discount for dogs with Canine Good Citizen Certification.								
* <i>Note 2:</i> \$5 discount for microchipped dogs.								
<u>Multiple Dog license</u>								
1 year	Code §5.01.030				\$200	\$206		Increase the annual dog license fee by \$6/year/license to offset the cost of the continuous annoyance program.
2 year				x	\$380	\$392		
3 year					\$560	\$578		

Color Coding - Key:

Continuous Annoyance - Barking Dogs

Statutory Requirements

July 31, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Amendment to an Intergovernmental Agreement with
the City of Gladstone for street improvements in Northwest Gladstone

Purpose/Outcomes	Amendment #1 adds \$45,000 for a new total of \$235,000 of grant funds in the Intergovernmental Agreement to complete the NW Gladstone Infrastructure Rehabilitation project. Street improvements include construction of street, sidewalks, waterline and storm drain improvements on Howell and Barclay streets in the Northwest area of the City of Gladstone.
Dollar Amount and Fiscal Impact	\$ 190,000 of CDBG grant funds (2013) \$ 45,000 new CDBG grant funds (2014) <u>\$ 215,000 of City of Gladstone funds</u> \$450,000 Total Project cost (engineering and construction)
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds And City of Gladstone funds. No County funds are involved.
Safety Impact	Pedestrian safety will be improved in the project area.
Duration	Effective when signed and terminates 10 years after completion of the project
Previous Board Action	The Board approved the NW Gladstone Intergovernmental Agreement on July 25, 2013. Board order # 072513 A6
Contact Person	Chuck Robbins, Community Development Director – (503) 655-8591
Contract No.	NA

BACKGROUND:

The Housing & Community Development Division of the Health, Housing & Human Services Department requests the approval of an Amendment to the Intergovernmental Agreement with the City of Gladstone. The City was awarded Community Development Block Grant (CDBG) funds for this project through the CDBG application process. The City requested additional funds to increase the scope of the project. Current conditions are hazardous for both pedestrians and motorists. Storm drain improvements will alleviate flooding and prevent further deterioration of the roadway. Phase 1 of the project will be on Howell and Barclay Streets only, additional streets will be improved with future funding. These drainage and pedestrian improvements will mitigate storm water flooding issues and improve pedestrian safety in this low to moderate income area of Gladstone.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN RESOURCES
COMMUNITY DEVELOPMENT DIVISION

AND

THE CITY OF GLADSTONE

H3S Contract #:6345

Board Order #: 072513 – A6

Amendment Requested by: The City of Gladstone

Changes: Scope of Work Contract Budget
 Contract Time Other

Justification for Amendment No.1:

The City requested additional CDBG funds to expand the area of the Northwest Gladstone Infrastructure Rehabilitation Project. Additional funds would allow the city to increase the scope of this neighborhood street and pedestrian improvements project. The City has assembled funds to pay for 35% of the estimated cost of project. The increased level of CDBG funds will cover 65% of the estimated total cost of the construction and engineering services required to complete the project. \$45,000 of additional CDBG funds became available in FY 2014 to increase the total amount of CDBG funds to \$235,000. (\$190,000 + \$45,000 = \$235,000).

No County General funds are involved in this project.

TO AMEND

III. Budget & Financial

- A. The COUNTY will apply CDBG funds in the amount of **\$190,000** to the PROJECT. The obligations of the COUNTY are expressly subject to the

COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this project.

- B. The CITY agrees to contribute the greater of:
1. Twenty percent (20%) of the total cost of the PROJECT, or
 2. All costs for design and construction which exceed available CDBG funds budgeted for the PROJECT.
 3. Allowable match requirements for this PROJECT may be the use of CITY equipment, CITY workers labor, and/ or CITY reimbursable related to the construction PROJECT. Match credit(s) can be given to the CITY from the COUNTY; moreover, the CITY must submit all match credit(s) items as well as receive approval of the list of match credit(s) items. The COUNTY will not reimburse the CITY in the form of a check (\$). See below Part III. D.
- C. In the event the PROJECT can not be completed with available funds the COUNTY and CITY will jointly determine the priorities of the improvements to be made within funding limits.
- D. The CITY shall be credited towards the matching requirements stated in Part III. B. an amount equal to **10%** of the final construction cost for engineering services as detailed in Part II. A. 3. a.
- E. The CITY agrees to provide funds for the PROJECT to the COUNTY in the following manner:
1. In the event a construction contractor is entitled to payments for work completed after \$190,000 in CDBG funds have been expended, the COUNTY shall request a transfer of funds from the CITY for the amount necessary to make such payments. The CITY shall transfer funds which exceed available CDBG funds and are owed to a contractor to the COUNTY within thirty (30) consecutive calendar days of a written request.

TO READ

III. Budget & Financial

- B. The COUNTY will apply CDBG funds in the amount of **\$235,000** to the PROJECT. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the

COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this project.

- B. The CITY agrees to contribute the greater of:
 - 4. Twenty percent (20%) of the total cost of the PROJECT, or
 - 5. All costs for design and construction which exceed available CDBG funds budgeted for the PROJECT.
 - 6. Allowable match requirements for this PROJECT may be the use of CITY equipment, CITY workers labor, and/ or CITY reimbursable related to the construction PROJECT. Match credit(s) can be given to the CITY from the COUNTY; moreover, the CITY must submit all match credit(s) items as well as receive approval of the list of match credit(s) items. The COUNTY will not reimburse the CITY in the form of a check (\$). See below Part III. D.
- C. In the event the PROJECT can not be completed with available funds the COUNTY and CITY will jointly determine the priorities of the improvements to be made within funding limits.
- D. The CITY shall be credited towards the matching requirements stated in Part III. B. an amount equal to 10% of the final construction cost for engineering services as detailed in Part II. A. 3. a.
- E. The CITY agrees to provide funds for the PROJECT to the COUNTY in the following manner:
 - 1. In the event a construction contractor is entitled to payments for work completed after \$235,000 in CDBG funds have been expended, the COUNTY shall request a transfer of funds from the CITY for the amount necessary to make such payments. The CITY shall transfer funds which exceed available CDBG funds and are owed to a contractor to the COUNTY within thirty (30) consecutive calendar days of a written request.

CITY OF GLADSTONE

525 Portland Ave
Gladstone, Oregon 97027



Pete Boyce, City Manager

7.21.14

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board.

Cindy Becker, Director
Health, Housing & Human Services
Department

Date

July 31, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City of Lake Oswego/Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents age 60 and over

Purpose/Outcomes	Subrecipient Agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons in the City of Lake Oswego service area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$45,972. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
Funding Source	Federal Older American Act - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2014 and terminates on June 30, 2015
Previous Board Action	072513-A4
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6645

BACKGROUND:

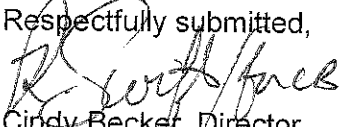
The Social Services Division of the Health, Housing and Human Services request the approval of the Subrecipient agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons living in Lake Oswego. The services provided include lunch served at the Center, home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in their community.

In the spring of 2011 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2011-12, with an option for renewal for four additional years. No agency other than City of Lake Oswego/Lake Oswego Adult Community Center showed an interest in providing these services in the Lake Oswego area, so an intergovernmental agreement with the City of Lake Oswego/Lake Oswego Adult Community Center was negotiated. This is the fourth renewal under this RFP. Approved by County Counsel May 28, 2014.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 15-005**

This Agreement is between Clackamas County, Oregon, acting by and through its
Health Housing & Human Services Department,
Social Services Division – Area Agency on Aging and
City of Lake Oswego – Lake Oswego Adult Community Center (Subrecipient).

Clackamas County Data

Grant Accountant: Sue Aronson	Program Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@co.clackamas.or.us

Subrecipient Data

Finance/Fiscal Representative: <i>Center Director</i>	Program Representative: <i>Center Director</i>
Ann Adrian P.O. Box 369; 505 G Ave. Lake Oswego, OR 97034 503-635-0215 aadrian@ci.oswego.or.us	Same
DUNS: 06-524-8932	FEIN: 93-6002231

RECITALS

1. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2014** and shall expire on **June 30, 2015**, unless sooner terminated or extended pursuant to the terms hereof.

2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the Services in accordance with the terms and conditions of this Agreement.
 3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Older Americans Act and 45CRF Part 1321 collectively "OAA", that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
 4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$45,972**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding for grant funds in this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
 - b. **Other Funds.** The COUNTY's funding for transportation services outlined in this agreement are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc and TriMet.
 5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
-
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by Email.
 7. **Funds Available and Authorized.** The COUNTY certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or

other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a Sub-Recipient, and accepts among its duties and responsibilities the following:
 - a. **Financial Management.** The Sub-recipient shall comply with 2 CFR Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organization* (OMB Circular A-110) if a non-profit or OMB Circular A-102 if a local government, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the "OAA".
 - i. SUBRECIPIENT shall maintain a financial management system that assures that state and federal funds used for activities under this Agreement are expended and accounted for in accordance with applicable state and federal requirements
 - b. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 230, (OMB Circular A-122) *Cost Principles for Nonprofit Organizations* if a non-profit; or with 2 CFR 225 (OMB Circular A-87) if a local government. These principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - c. If SUBRECIPIENT is organized as local government, it will comply with:
 - i. A-87 for cost principles, Relocated to 2 CFR, Part 225
 - ii. A-102 for administrative requirements and
 - iii. A-133 for audit requirements
 - d. If SUBRECIPIENT is organized as a non-profit, it will comply with
 - i. A-122 for cost principles, Relocated to 2 CFR, Part 230
 - ii. A-110 for administrative requirements, relocated to 2CFR, Part 215 and
 - iii. A-133 for audit requirements
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 5 – Budget and Units of Services.
- g. **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit 5 – Budget and Units of Services. The SUBRECIPIENT may not transfer grant funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.

- h. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 4 – Reporting Requirements.
- i. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 4 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- j. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasury regulations at 31 CFR Part 205. Therefore, upon execution of this agreement, Sub-Recipient will submit completed Reimbursement Request on a monthly/quarterly basis as specified in Exhibit 4 – Reporting Requirements.
- k. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- l. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>.
- m. **Lobbying.** The SUBRECIPIENT certifies (Exhibit 8: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR Part 215 (*OMB Circular A-122*), which prohibits the use of Federal grant funds for litigation against the United States. In addition, the SUBRECIPIENT certifies that it does not and will not, engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- n. **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and revised *OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"*. SUBRECIPIENT expenditures of \$500,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform an A-133 audit and submit the audit reports to the COUNTY within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- o. **Monitoring.** The SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. The COUNTY, the Federal government, and their duly authorized representatives shall have access to

such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Sub-Recipient that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.

- p. **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- q. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- r. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 2 - Required Federal Terms and Conditions.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.
- d. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for SUBRECIPIENT's subject individuals as requested:

- e. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.
- f. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- g. **Confidentiality of Client Information.**
 - i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
 - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

11. SUBRECIPIENT Standard Terms and Conditions. The SUBRECIPIENT shall comply with the terms and conditions in Exhibit 3 – Subrecipient Standards Terms and Conditions

12. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$25,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement in excess of \$25,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to

public contracts under ORS 279C.520 and 279C.530, which are incorporated by reference herein

- c. The SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to County.
- d. The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

13. General Agreement Provisions.

- a. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this contract
- b. **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an

"occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

(1) Required by State of Oregon for non-medical rides for Medicaid clients.

Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

(2) Required by Ride Connection/Tri-Met Transportation Funding. Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

i. Commercial Automobile Liability. If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

(1) Required by State of Oregon for non-medical rides for Medicaid clients –

Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence for Bodily injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

(2) Required by Ride Connection/Tri-Met Transportation Funding – Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits: Bodily injury: \$500,000 per person; \$1,066,700 per occurrence; and Property Damage: \$1,066,700 per occurrence SUBRECIPIENT shall pay all deductibles for vehicles.

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

- iii. **Additional Insured 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.
- (1) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
- (2) Required by Ride Connection/Tri-Met Transportation Funding – the insurance shall:
- (a) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (b) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
 - (c) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iv. **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.
- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT 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.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.

- viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
- c. **Assignment.** This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
- d. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

k. Integration. This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

(Signature Page Attached)

Exhibit 1

PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
- i. Access & Assessments:
 - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - (2) Utilize an approved County-wide standardized assessment/intake form.
 - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - (4) May be billed upon submission of assessment/intake form.
 - ii. Service Implementation & Monitoring:
 - (1) Provide early identification of current or potential problem areas.
 - (2) Assess the need for changes/improvements in service.
 - (3) Identify any gaps/unmet needs.
 - (4) Review intervention results to determine if what was done achieved the desired result.
 - (5) Determine if services should be discontinued.
 - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact

- c. INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
- i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.
 - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Tallying the category of need for each inquiry.
 - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Lake Oswego Adult Community Center Transportation Consortium Goals:
 - (1) Increase replacement reserve fund with separate accounting.
 - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - (3) Continue regular publicity/marketing efforts regarding transportation program
 - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - (5) Attend all scheduled Transportation Consortium meetings.
 - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.

(2) Services shall be billed by SUBRECIPIENT according to the following rate scale:

One person, one-way ride: \$14.00 per ride

(3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

(4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

iii. SUBRECIPIENT will be responsible for:

(1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.

(2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.

(3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.

(4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

e. **FOOD SERVICE**- Is the production of meals for the congregate and home delivered meal recipients of the Canby Adult Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."

f. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Estacada community to enhance visibility and encourage participation.

g. **PHYSICAL ACTIVITY AND FALLS PREVENTION** – The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, which have been demonstrated through rigorous evaluation to be evidence-based and effective with older populations.

- h. **PREVENTIVE SCREENING, COUNSELING, AND REFERRALS** - The provision of educational programming about the availability, benefits and appropriate use of Medicare preventive health services and/or other preventive health programs.
- i. **CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.

3. SERVICE OBJECTIVES

a. Case Management

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

b. Reassurance

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

c. Information and Assistance - COUNTY Responsibilities

Objective: To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's I&R program to SUBRECIPIENT I&A staff.
- ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

d. Information and Assistance - SUBRECIPIENT Responsibilities

Objective 1: Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

Objective 2.: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

e. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
 - (1) Recruiting drivers.
 - (2) Submitting criminal checks
 - (3) Ensuring all drivers meet Ride Connection training requirements
 - (4) Scheduling road tests for all drivers.
 - (5) Conducting periodic/seasonal driver safety training.
 - (6) Providing a copy of written procedures for transportation services to each driver.
 - (7) Scheduling vehicle maintenance.
 - (8) Maintain daily Pre- and Post- trip Reports
- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.
- iv. SUBRECIPIENT schedules private auto transportation for medical appointments within the Lake Oswego area.
- v. SUBRECIPIENT coordinates with County Transportation Reaching People program to schedule private auto rides outside of the Lake Oswego area.

f. Food Service

Objective 1.: To produce and deliver contracted number of meals to specified County sites throughout the contract period.

Elements:

- i. SUBRECIPIENT submits each month's menu to County's contract Registered Dietitian (RD) by the first day of the preceding month. Menus must meet the following standards:
 - (1) Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
 - (2) The cycle for the cycle menu system must be at least nine weeks long.
 - (3) A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
 - (4) Menus should reflect the tastes and appetites of the current elderly population.
 - (5) Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
 - (6) All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
 - (7) A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
 - (8) Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

Objective 2.: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.

- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective 3.: To use standardized recipes and portion control.

Elements:

- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective 4.: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective 5.: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.
- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective 6.: To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.

- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.

g. MEAL SITE MANAGEMENT

Objective 1.: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

Objective 2.: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3.: To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
 - (1) be 75 years or older
 - (2) live alone
 - (3) have a physical or mental impairment which prevents proper functioning within society
 - (4) be of a minority group
 - (5) have no significant other(s)

Objective 4.: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
 - (1) Small and large group activities
 - (2) Active and spectator participation
 - (3) Participation with the general community and other generations.

- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
 - (1) Individual participant needs and interests.
 - (2) Characteristics of the service area's older population.
 - (3) Other programs in the relevant service area.

Objective 5.: To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective 6.: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc..

Objective 7.: To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
 - (1) full cost of the meal, and
 - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
 - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and

(2) no means test is used in the collection of contributions or provision of the meal.

h. Physical Activity/Falls Prevention

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules physical activity classes that meet the evidenced-based requirements and include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

i. Preventive Screening, Counseling, and Referrals

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT contacts qualified professionals/organizations to conduct educational programming about the availability, benefits and appropriate use of Medicare preventive health services.
- ii. SUBRECIPIENT contacts qualified professionals/organizations to conduct Health risk assessments and screenings or preventive health education programs at their facility or a facility convenient for their clientele.
- iii. SUBRECIPIENT schedules and advertises programs.
- iv. SUBRECIPIENT registers participants for activities, if necessary.
- v. SUBRECIPIENT has staff and/or trained volunteers available on site to coordinate the programs.
- vi. Where appropriate, SUBRECIPIENT keeps demographic records of participants for future planning purposes and so that participants may be notified of other preventive health education programs available to them.

j. Caregiver Respite

Objective: To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- i. Agency respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- ii. Agency RPC registers clients in program.
- iii. Agency staff, led by an RN, provide weekly activity program for respite clients.

EXHIBIT 2

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with

subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the SUBRECIPIENT certifies, to the best of the SUBRECIPIENT's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The SUBRECIPIENT shall require that the language of this certification be included 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 Subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the

enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:

- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
- b. Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that the SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult the COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY testing schedule.
 - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery.** SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 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 Part 247.
8. **Audits.**
 - a. SUBRECIPIENT shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
9. **Debarment and Suspension.** SUBRECIPIENT shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) 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.
10. **Drug-Free Workplace.** SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT 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 SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT

against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

11. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).

- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
13. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
 - b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when

required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

15. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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EXHIBIT 3

Sub-recipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. SUBRECIPIENT represents and warrants as follows:
 - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
- v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. COUNTY represents and warrants as follows:

- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
- iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
- ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.

- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).

- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that the COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.

- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

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

papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of

the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

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Exhibit 4
Reporting Requirements

1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th of the subsequent month. The COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear the SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signator of the invoice shall verify that the services purchased have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices – Original approved vendor invoices for vehicle maintenance will be submitted monthly with transportation reports.
- c. Additional financial reports for the administration of this contract, as required by the COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the SUBRECIPIENT submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the SUBRECIPIENT.

SUBRECIPIENT shall return to the COUNTY all funds which were expended in violation of this contract.

2. PROGRAM ACTIVITY REPORTS

The SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 4. These reports are due with the invoices. The format of these reports shall be designated or approved by the COUNTY, and contain the following:

- a. The SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
 - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Service/unit summary with current reporting period figures
- d. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- e. Transportation Report forms A, B, and C
- f. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- g. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of the COUNTY and other applicable audit agencies of the state or federal government, to review the records of the SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by the COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with the COUNTY in any evaluation project or performance report, as designated by the COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

4. ADMINISTRATION

The COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the COUNTY representative in matters related to this contract. The SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

**Exhibit 5
Budget and Units of Service**

1. BUDGET

The COUNTY's payment to the SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in OAA 315(b)(3) no means testing for services eligibility will be conducted and per OAA 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by the SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds from one service category to another without written approval from the COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and 373 (g)(2) of the Older Americans Act for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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2. UNIT COST SCHEDULE

Lake Oswego Adult Community Center
Fiscal Year 2014-15

CFDA Number	NSIP Funds	OAA III B Funds	OAA III D Funds	OAA III E Funds	OAA Match	Ride Con Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	93,053	93,044	93,043	93,052						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Case Management		3,426			381			116	3,807	\$29.45
Reassurance		2,231			248			76	2,479	\$29.45
Info. & Assistance		3,922			436			242	4,358	\$16.23
Transportation - OAA III-B		4,687			521		469	937	5,677	\$5.00
Physical Activity/ Falls Prevention			900		0			45	900	\$20.00
Preventative Screening, Counseling, & Referrals			781		0			20	781	\$40.00
Respite Program				5,536	1,846			147	7,382	\$37.65
Trans - Ride Con In Dist					0	10,889	726	1,452	11,615	\$7.50
NSIP Meals	13,600				0			16,000	13,600	\$0.85
TOTALS	\$13,600	\$14,266	\$1,681	\$5,536	\$3,432	\$10,889	\$1,195		\$50,599	

Source of OAA Match - Staff time

Total Contract Amount: \$45,972

3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both the SUBRECIPIENT and the COUNTY.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	116	1 hour of service	55
Reassurance (OAA)	76	1 contact	50
Information and Assistance (OAA)	242	1 response to inquiry and follow up	70
Transportation (OAA)	37	1 one-way ride	80
Physical Activity/ Falls Prevention	45	1 class session	18
Preventative Screening, Counseling, & Referrals	20	1 program/activity	20
Transportation (Medicaid non-medical)	147	1 one-way ride	15
Transportation (Ride Connection)	1,356	1 one-way ride	90
Food Service/Meal Site Management (OAA)	16,000	1 meal delivered/served	165

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EXHIBIT 6

Senior Companion Program
Scope of Work and Performance Standards
and Guidelines for Service

~ BASIC PROVISIONS ~

Both Parties agree to:

Designate and keep current a representative to serve as liaison to the other party –

COUNTY-SCP designates: Kathy Henderson Title: SCP Director

Phone: 503-655-8875 E-mail: khenderson@co.clackamas.or.us

VOLUNTEER STATION designates: Dana Tassos Title: Client Srvc Coordinator

Phone: 503-635-3758 E-mail: dtassos@ci.oswego.or.us

1. **The Clackamas County Senior Companion Program (COUNTY-SCP)** will, as sponsored by Clackamas County Social Services and under the oversight of the Corporation for National Service:
 1. Recruit, interview, screen, select, and enroll volunteers in the program. The volunteers will meet the Corporation criteria for enrollment in the program.
 2. Provide accident and liability insurance coverage as required by the program.
 3. Be responsible for the management and fiscal control of the program.
 4. Provide orientation to volunteers and provide inservice training on an on-going basis, including Confidentiality Training.
 5. Provide orientation to Volunteer Station staff.
 6. Permit and encourage the Volunteer Station to screen Senior Companions pursuant to established criteria of Volunteer Station.

2. **The Lake Oswego Adult Community Center (VOLUNTEER STATION)** will:
 - a. Designate a coordinator to serve as liaison with the SCP staff.
 - b. Provide Supervision of volunteers on assignment in coordinator with the SCP staff.
 - c. Provide Senior Companions with assignments which utilize their skills and training.
 - d. Assist SCP in the coordination of volunteer assignment, orientation, in-service instruction and other project-related activities.
 - e. Have the right to request the SCP reassign a volunteer.
 - f. Provide for adequate health and safety protection of volunteers. Investigate incidents, accidents, and injuries involving volunteers and notify the SCP on a timely basis.
 - g. Submit required paperwork to the SCP on a timely basis, i.e., including
 - h. SC Impact Evaluations and SC Performance Measure information.
 - i. Collect and validate appropriate volunteer reports for submission to the SCP.

- j. In consultation with the SCP, make investigations and reports regarding accidents and injuries involving volunteers.
- k. Obtain a written Care Plan/Letter of Agreement prior to assignment of Senior Companions in homes of clients served, specifying volunteer activities to be performed. CarePlan/This Letter of Agreement will be signed by the volunteer station and person to be served in the home or his/her legal representatives.
- l. Ensure Senior Companions serve in a volunteer capacity. The Station will verify the Senior Companions will not: displace nor replace paid or contracted employees, relieve staff of their routine duties.
- m. Maintain the programs and activities to which Senior Companion volunteers are assigned accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
- n. Provide cash/in-kind contribution(s) in support of the project – (Donor verifies funds are not from other federal sources unless authorized under law.)

~ ADDITIONAL PROVISIONS ~

1. **Inclusivity:** Station will not discriminate against SCP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. **Accessibility:** Station will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. **Prohibited Activities:** SCP volunteers will participate in (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. **Removal or Separation:** The Station may request the removal of an SCP volunteer at any time. A volunteer may withdraw from service at the Station or from SCP at any time. Discussion of individual separations will occur between SCP staff, Station staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by an SCP volunteer or Station at any time.

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EXHIBIT 7

Transportation Reaching People, Volunteer Driver Program Scope of Work and Performance Standards and Guidelines for Service

~ BASIC PROVISIONS ~

Both Parties agree to:

1. Designate and keep current a representative to serve as liaison to the other party.
2. Conduct business in the best interest of volunteers and clients.
3. Communicate any issues, concerns and problems to each other in a timely manner.

1. COUNTY, as the Transportation Reaching People program (TRP) agrees to:

- a. Recruit, interview, background check and enroll volunteer drivers and refer same to the SUBRECIPIENT.
- b. Provide orientation, In-service or special training of volunteers as required by the TRP volunteer driver position.
- c. Instruct volunteers in proper use of monthly reports, reimbursement guidance, and program procedures.
- d. Provide training to SUBRECIPIENT staff around documentation of dispatched rides as TRP procedures change or the need arises.
- e. Develop publicity for the program.
- f. Furnish accident, personal liability, and excess automobile insurance coverage as required by program policies for the TRP Volunteer Driver. This coverage is secondary coverage to the volunteer driver's own coverage and is not primary insurance.
- g. Periodically monitor volunteer activities at SUBRECIPIENT to assess and/or discuss needs of volunteers and SUBRECIPIENT.
- h. May provide volunteer mileage reimbursement directly to the TRP volunteer driver for the assigned and confirmed trips.

2. SUBRECIPIENT agrees to:

- a. Interview volunteers who are referred by TRP and make final decision on volunteer driver placement.
- b. Provide supervision of TRP volunteer drivers and furnish volunteers with dispatch sheets and/or Monthly Volunteer Mileage Reimbursement claim forms as appropriate.
- c. Provide for adequate safety of volunteers during assignments.
- d. Investigate and immediately report to TRP any incident, accident or injury involving TRP volunteer drivers. All reports must be submitted in writing.
- e. Sign Monthly Volunteer Mileage Reimbursement claim forms which should also indicate hours of service and send to TRP office by the 5th of each month.

- a. Volunteers must use current TRP forms. It is the Volunteers responsibility to insure they use the current TRP reporting forms
- f. If SUBRECIPIENT collects rider donations from TRP volunteer drivers; SUBRECIPIENT will document this as program income for the COUNTY's Transportation Reaching People (TRP) program and will be handled as such. Program income shall be forwarded to COUNTY, at a minimum, monthly.

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: SUBRECIPIENT will not discriminate against TRP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: SUBRECIPIENT will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: TRP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: The SUBRECIPIENT may request the removal of a volunteer at any time. A volunteer may withdraw from service at the SUBRECIPIENT or from TRP at any time. Discussion of individual separations will occur between TRP staff, SUBRECIPIENT staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by volunteers or SUBRECIPIENT at any time.

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Exhibit B
CONGRESSIONAL LOBBYING CERTIFICATE

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included 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 SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 7/14/14

Company Name: CITY OF LAKE OSWEGO

Signature: Scott Lazenby

Name: SCOTT LAZENBY

(printed)

Title: CITY MANAGER

8. Types and Amounts of Insurance Held: Commercial General Liability \$4,000,000 per occurrence, \$12,000,000 aggregate; Commercial Automobile \$4,000,000

9. SUBRECIPIENT CERTIFICATION STATEMENT:

I certify that to the best of my knowledge, the information contained in the SUBRECIPIENT Profile is accurate and complete and that I have the legal authority to commit this SUBRECIPIENT to a contractual agreement.

Kent Studebaker

Signature: Kent Studebaker

Title: Mayor

July 2, 2014

Date

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RESPONSE SECTION

1. Describe your grievance procedure for clients and how CCSS will fit in the process:

LAKE OSWEGO ADULT COMMUNITY CENTER PROCEDURES FOR HANDLING COMPLAINTS

Complaints are a natural result of being a visible, active organization providing services to the public. In order to maintain a positive climate in the community, and provide quality services to the public, we must be aware of any concerns about the programs and services we provide and have a consistent procedure for responding to complaints. Our preferred way to handle complaints is to solve them informally by the parties involved. This informal process encourages persons to freely express their concerns so that immediate action may be taken to resolve the issue in a positive way. While the informal process is preferred, it is also necessary to make available a formal process for taking a complaint elsewhere if it cannot be solved informally.

a. INFORMAL PROCEDURE

When staff* or volunteers receive a complaint they should:

- i. Make sure that complainant talk directly to the staff person responsible for the day-to-day operation of the activity about which there is a complaint. If persons first receiving the complaint are not responsible for the particular activity, they should take the name and phone number of the complainant. Complainants should be advised that the person responsible for the activity will call them. It is the responsibility of persons first receiving the complaint to inform the person responsible for the activity about the complaint. It is preferable that persons not be passed from one person to another in order to have their complaint be heard.

* If the complainant chooses to go first to the Recreation Department Director, the City Manager or the Center Advisory Board with the complaint, the informal process described here will normally be used. The Recreation Department Director, City Manager or the Center Advisory Board would refer the complaint to the Center Director to handle according to the informal process before initiating the formal process.

- ii. When staff receives a complaint about an activity for which they are responsible, they should try to resolve the problem as follows:

- treat the complaint seriously;
- ask the complainants what action they expect to be taken;
- involve complainants in the process of devising a solution, if feasible;
- inform complainants of what action will be taken, or why no action is necessary

- iii. If complainants still are not satisfied, they should be referred to the Center Director. The Director should be advised of this referral. This will allow the Director to begin to take any appropriate steps and/or follow-up with complainants should they fail to contact the Director. If the issue relates to Center programs, policies or procedures, the Director may request that the Center Advisory Board make a recommendation on the matter. Any decision must be in accordance with Adult Community Center policies and procedures, City

of Lake Oswego Policies, and in the case of contracted services, in accordance with established policies and procedures of the contracting agency and terms of the contract.

- iv. If complainants still are not satisfied, the Formal Procedure will be initiated.

b. FORMAL PROCEDURE

If the problem has not been resolved after speaking to the Center Director, complainants may request a review by the Recreation Director. The Recreation Director will discuss with the complainants what the problem is and what action they would like taken. This will be summarized by the Recreation Department Director. The Recreation Director will request that the Center Director provide a written summary of the action taken to resolve the problem, and will review the information and discuss it with complainants. Within five (5) working days of this discussion, the Recreation Director will let complainants know what action is being taken.

If the problem is not resolved, the complaint must be readdressed in writing to the City Manager. Within 30 days of receipt of the complaint the City Manager will meet with complainants and the Adult Community Center Director to discuss the problem. When the hearing is over the City Manager will send a written decision within five (5) working days of the hearing. The decision of the City Manager is final as to whether actions taken were justified and whether circumstances warrant review by the City Council.

2. Describe your organization's procedure for prioritizing services for the target population of frail, low-income, minority and rural residents age 60 and older:

CRITERIA FOR ASSESSMENT, FAMILY CONSULTATION, I & A,
AND CASE MONITORING

- Age, i.e., the older the more at risk, 75+ high risk
- Live alone or live with spouse who is also high risk or unable to assist client
- Lack of immediate relatives or support system to assist in care
- Poor health, recent hospitalization
- Low Income
- Immediacy of situation requiring intervention
- No other agency involved in care
- ~~Apparent poor coping skills, i.e., confusion, apparent lack of judgment~~

CRITERIA FOR TRANSPORTATION

- See above
- Priority to those living independently

3. Describe your agency's operating procedures (use space provided only):

- a. Hours of Operation: From 8:00 a.m. to 4:30 p.m. Mon - Fri
Total hours per day: 8.5 hrs/day Mon-Fri
Total hours per week: 42.5

- b. Official Closures:
- Martin Luther King Day
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans' Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Day
 - New Year's Day

4. Describe the boundaries of the area for which you propose to provide services.

BOUNDARIES:

Lake Oswego area, including Lake Grove.

North – Clackamas County/Multnomah County line, except part of LO that is in Multnomah County;

West – Clackamas County/Washington County line except small area of LO that is in Washington County;

South – Tualatin River to Stafford Rd., North on Stafford to SE Bergin Rd., S. to Crestline Dr., through Skylands to West Linn city limits;

East – Willamette River.

5. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

Center Director (0.04 FTE)

(Supervision of contracted services)

Social Services Coordinator (1 FTE)

Transportation, Nutrition

Client Services Coordinator (0.8 FTE)

Assessments, Referral,

Case Monitoring, Respite

Driver (0.6 FTE)

6. Describe your methods for providing information about services.

All requests for information about services are handled by the Social Services Coordinator or the Client Services Coordinator.

7. Describe your methods for providing information about services.

All requests for information about services are handled by the Social Services Coordinator or the Client Services Coordinator

GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

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July 31, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreement # 146000 with the Oregon Health Authority for the
Oregon Council of Clinical Innovators

Purpose/Outcomes	The Oregon Council of Clinical Innovators is designed to implement state-wide health care transformation.
Dollar Amount and Fiscal Impact	The maximum value of the agreement is \$15,000. This is a revenue agreement.
Funding Source	Oregon Health Authority - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2014 and terminates on June 30, 2015
Previous Board Action	This is the first agreement of this kind.
Contact Person	Jill Archer, Director – Behavioral Health Division - 742-5336
Contract No.	6882

BACKGROUND:

The Behavioral Health Division of the Health, Housing and Human Services Department request the approval of Grant Agreement # 146000 for the Oregon Council of Clinical Innovators. The Oregon Council of Clinical Innovators is a statewide, multidisciplinary cadre of innovation leaders, consultants and mentors who are actively working with project teams to implement health care transformation projects in local communities.

Mary Rumbaugh, System Coordination Program Manager within the Behavioral Health Division was accepted through an application process as a 2014-2015 Clinical Innovation Fellow. The grant is intended to offset her cost to participate in the project.

This is a revenue agreement with a value of \$15,000. The agreement is effective July 1, 2014 and terminates June 30, 2015. This agreement has been reviewed and approved by County Counsel. The agreement is retroactive because the County received the document late from the State and was reviewed internally.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director



Grant Agreement Number 146000

**STATE OF OREGON
GRANT AGREEMENT**

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

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

**Clackamas County
Acting by and through its Clackamas County Behavioral Health Division
2051 Kaen Road, Suite 367
Oregon City, OR 97045
Contact: Mary Rumbaugh
Telephone: (503) 742-5305
E-mail address: maryrum@co.clackamas.or.us**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to the OHA's

**Transformation Center
421 SW Oak Street, Suite 775
Portland, OR 97204
Agreement Administrator: Emilee Coulter-Thompson or delegate
Telephone: (971) 673-1244
E-mail address: Emilee.i.coulter-thompson@state.or.us**

1. Effective Date and Duration.

Upon signature by all applicable parties, this Agreement shall be effective on the later of: (i) **July 1, 2014** or, (ii) when required, the date this Agreement is approved by Department of Justice, regardless of the date it is actually signed by all other parties. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2015**. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions
- (7) Exhibit E: Media Release/Consent Form

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, A, B, C, and E.

3. Grant Disbursement Generally.

In accordance with the terms and conditions of this Agreement, OHA shall provide the Recipient with a maximum of \$15,000.00 (the "Grant") to support and assist the operation of the Clinical Innovators Program described in Exhibit A, attached hereto and incorporated herein by this reference (the "Program"). OHA will not disburse Grant until this Agreement has been signed by all parties. OHA will disburse the Grant to Recipient as described in Exhibit A. Reimbursement for allowable and approved travel will be made in accordance with Exhibit A and disbursed in addition to the Grant.

4. Vendor or Sub-Recipient Determination.

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

Recipient is a sub-recipient; OR Recipient is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.624.

5. Recipient Data and Certification.

- a. **Recipient Information.** Recipient shall provide the information set forth below. This information is requested pursuant to ORS 305.385.

Please print or type the following information

Recipient Name (exactly as filed with the IRS): Clackamas County
Street address: 2051 Kaan Road
City, state, zip code: Oregon City, OR 97045
Email address: MaryRum@cc.clackamas.org
Telephone: (503) 742-5305 Facsimile: (503) 742-5304

Proof of Insurance:

Workers' Compensation Insurance Company: Self-Insured
Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement execution. Recipient shall provide proof of Insurance upon request by OHA or OHA designee.

- b. **Certification.** The Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. The Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

- (2) The information shown in this Section 5., Recipient Data and Certification, is Recipient's true, accurate and correct information;
 - (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at:
<https://www.sam.gov/portal/public/SAM/>;
 - (6) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- c. Recipient is required to provide its Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable to OHA. By Recipient's signature on this Agreement, Recipient hereby certifies that the FEIN or SSN provided to OHA is true and accurate. If this information changes, Recipient is also required to provide OHA with the new FEIN or SSN within 10 days.

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

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Clackamas County

By:

Authorized Signature

Title

Date

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

By:

Authorized Signature

Title

Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0030(1)(a)

Assistant Attorney General

Date

Office of Contracts and Procurement:

Contract Specialist

Date

EXHIBIT A
Part 1
Program Description

1. Purpose.

- a. The Oregon Council of Clinical Innovators (“CCI”) is a statewide, multidisciplinary cadre of innovation leaders, consultants and mentors who are actively working with project teams to implement health care transformation projects in local communities. The Program is a year-long project whereby practitioners will engage in innovation projects with other Clinical Innovators (“Innovators”) and their respective local communities while developing skills in improvement, implementation, and dissemination science that results in a network of expertise supporting the Oregon Coordinated Care Model.
- b. Recipient, as a Supporting Organization, has endorsed Innovator to apply for and participate in the Program. All parties understand that Innovator was chosen based on its application materials which included Innovator’s experience, proposed project, and community support. Therefore, it is understood that Innovator cannot, and shall not, be substituted for any other individual to participate in the Program under this Agreement. If Recipient is no longer able to provide Innovator to participate in the Program, Innovator is no longer employed by Recipient, or as determined by OHA, Innovator’s participation is no longer furthering the intent and purpose of the Program, this Agreement shall terminate upon Recipient’s receipt of OHA’s written notice of termination.
- c. OHA’s Program goals are that the Innovator will,
 - (1) be a catalyst for innovation in their local Coordinated Care Organizations (“CCO”) and community;
 - (2) be an effective leader in fostering collaboration and team development;
 - (3) develop project management and project evaluation skills;
 - (4) be a local content expert and consultant for others in their community;
 - (5) be an active partner with innovation peers state-wide; and
 - (6) establish collaborative relationships with state and national bodies that have common health transformation aims.

2. Activities.

- a. To effectuate the Program goals, Innovator will provide a biographical sketch and present Innovator’s innovation project at the first in-person Program meeting in July 2014. If Innovator is unable to attend the first in-person meeting, OHA and Recipient will work together to ensure Innovator is able to present their biographical sketch and innovation project for the Program.
- b. Additional Activities under the Grant include Innovator developing and completing an innovation project, and attending and participating in at least 75% of the Program face-to-face learning seminars, monthly learning sessions via webinar, online discussions with other Program Innovators, and other Activities that advance the purpose of the Program, for an average of at least 5 hours per week.

3. **Reporting.** In accordance with Exhibit A., Part 2, Section 1.a. Disbursement Generally, Innovator is required to prepare periodic written Program and innovation project progress reports, a final innovation project report, and any other Program reports as requested by OHA to the Agreement Administrator. Upon conclusion of the Program year, Innovator shall also complete and submit to the Agreement Administrator a Program experience evaluation. Recipient shall monitor to ensure Innovator completes and submits reports to OHA; OHA may, at its discretion, withhold disbursements from Recipient if Innovator does not complete and submit Program reports to OHA.
4. **Travel.** OHA expects Innovator to travel to participate in the Program Activities. All travel reimbursement requests and copies of actual travel receipts must be submitted to OHA no later than July 6, 2015, unless extended in writing by OHA.

EXHIBIT A
Part 2
Payment and Financial Reporting

1. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** Recipient, as a Supporting Organization in the 2014 Council of Clinical Innovators (“Program”) application process, is committed to providing Mary Rumbaugh, hereinafter referred to as Innovator, as a participant in the Program. In order to further the purpose and ensure the success of the Program, Innovator’s participation in Program Activities is critical. Recipient affirms its commitment to the success of the CCI program and understands that it is incumbent upon Recipient to ensure Innovator’s participation in the Program. OHA will, subject to the terms and conditions of this Agreement, make disbursements to Recipient for Innovator’s participation in the Program as follows:
- (1) Upon execution of this Agreement and Innovator’s successful admission into the Program, Recipient will receive the first disbursement of \$5,000. OHA expects Innovator to participate in the July 2014 Activities consisting of providing Innovator’s biographical sketch and presenting Innovator’s project at the first in-person meeting in July 2014, date(s) to be determined by OHA. If Innovator is unable to attend the first in-person meeting, Recipient will coordinate with OHA to allow Innovator to present its biographical sketch and project for the Program.
 - (2) **Second Disbursement:** in order for Recipient to receive the second disbursement of \$5,000, Innovator will participate in at least 75% of the Program meetings, seminars, webinars, and online discussions, and complete and submit any written Program or innovation project reports, or evaluations requested by OHA between August 1, 2014 and January 31, 2015.
 - (3) **Final Disbursement:** in order for Recipient to receive the final disbursement of \$5,000, Innovator will participate in at least 75% of the Program meetings, seminars, webinars, and online discussions; complete the Program experience evaluation; and complete and submit any other written Program or innovation project reports, or evaluations requested by OHA between February 1, 2015 and June 30, 2015.
 - (4) At the discretion of OHA, additional Program project, reports, and evaluations will be requested from the Innovator as a mechanism to evaluate the effectiveness of the Program and ensure compliance of the Program Activities with the Grant funding source and applicable regulations and laws. Recipient will ensure OHA receives from Innovator any additional Program project, reports, and evaluations as requested by OHA.

- b. **Travel Reimbursement.** Recipient's requests for reimbursement for Innovator travel to Program meetings and events, including mileage, lodging and meals, will be evaluated by OHA, subject to the approval of OHA, and if approved by OHA, disbursed in addition to the \$15,000 Grant. OHA will reimburse Recipient for Innovator's approved travel expenses at current state rates as specified in the Oregon Accounting Manual as of the date the Recipient incurs the travel expenses. The Oregon Accounting Manual is available at [http://www.oregon.gov/DAS/CFO/SARS/pages/oam_toc.aspx#Chapter 40 Travel](http://www.oregon.gov/DAS/CFO/SARS/pages/oam_toc.aspx#Chapter_40_Travel).

All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA. The travel must be for official OHA business under this Agreement only—personal expenses shall not be authorized at any time. Recipient shall provide OHA with receipts for all of Innovator's travel expenses incurred for which Recipient seeks reimbursement. OHA must approve in advance, in writing, all out-of-state travel for which Recipient intends to seek reimbursement under this Agreement.

- c. **Conditions Precedent to Disbursement.** OHA's obligation to disburse Grant funds to Recipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1) OHA has received sufficient funding, appropriations, and other expenditure authorizations to allow OHA, in the exercise of its reasonable administrative discretion, to make the disbursement. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.
 - (2) No default as described in Exhibit B, Section 9., Default; Remedies; Termination has occurred.
 - (3) Recipient has fulfilled the Innovator participation and reporting requirements in this Exhibit A, Part 2, Section 1.a.
 - (4) For reimbursements, OHA has received from Recipient an invoice acceptable to OHA describing Program costs for which reimbursement is requested.

EXHIBIT A
Part 3
Special Terms and Conditions

1. Ownership of Materials Developed.

Nothing in this Section shall be construed in violation of Exhibit D, Section 14., Federal Intellectual Property Rights Notice, which is afforded precedence over this Exhibit A, Part 3, Section 1., Ownership of Materials Developed. This Section 1., Ownership of Materials Developed survives the expiration or termination of this Agreement.

- a. The Program and the resulting Grant are experimental in nature. Materials developed under this Agreement may include, but are not limited to, best practices in health care delivery, workflow process, outcome measurement tools, and educational materials for patients and clinicians (“Materials”). In the interest of furthering innovation, Materials and intellectual property developed by Innovator under this Grant are intended to be collaborative in nature. In addition, the licenses to use Materials and intellectual property developed by Innovator under this Agreement are also intended to afford open intellectual property licenses, regardless of media. For purposes of interpreting this Agreement, OHA may assume the roles of Licensee and Licensor, and Recipient may also assume the roles of Licensee and Licensor depending on which party supplied the initial intellectual property in each situation. Materials developed by Innovator are included as Materials Developed by Recipient. The determination of who owns the materials developed between Recipient and Innovator will not change the license to OHA. Recipient shall obtain a license to the materials developed by Innovator subject to the following, Section 1, Ownership of Materials Developed, and subsections 1.b. Rights and Duties, c. License Restrictions, and d. Ownership of Material.

b. Rights and Duties

- (1) Grant. Subject to the terms and conditions hereof, Licensor grants to Licensee a perpetual, non-exclusive, irrevocable, transferable, paid-up, world-wide, and royalty-free license to use, copy, display, distribute, transmit, modify, and prepare derivative works of Materials developed by Licensor during Activities under this Agreement.
- (2) Grant Back. Licensee grants to Licensor a perpetual, non-exclusive, irrevocable, transferable, paid-up, world-wide, and royalty-free license to use, copy, display, distribute, transmit, modify, and prepare derivative works of Materials developed by Licensee under this Agreement.
- (3) Third Party Intellectual Property and Material. Unless granted written exception by OHA, in the event that the Material is Third Party Intellectual Property or Material, a derivative Material based on Third Party Intellectual Property or Material, or a compilation that includes Third Party Intellectual Property or Material, and OHA has not stated that it, on its own, will acquire and obtain a license to Third Party Intellectual Property, Recipient shall secure on OHA’s behalf a perpetual, non-

exclusive. Irrevocable, transferable, paid-up, world-wide, and royalty-free license to use, copy, display, distribute, transmit, modify, and prepare derivative Material based upon the Third Party Intellectual Property or Material and the pre-existing elements of the Third Party Intellectual Property or Material employed in the Material developed under this Agreement.

c. License Restrictions

- (1) Restrictions on Copying. Except as expressly set forth in Section 1.b., Rights and Duties, Licensee may not, in whole or part, reproduce, modify, translate, disassemble, or remove any proprietary notices or labels on the Material without the prior written consent of the Licensor.
- (2) Proprietary Notices. Without prior written directive to the contrary from the Licensor, Licensee agrees to respect and not to remove, obliterate, or cancel from view any attribution notice, including copyright, trademark, confidentiality, or other proprietary notice, mark, or legend appearing on any of the Material, and to reproduce and include the same on each copy of the Material.

d. Ownership of Material

This Agreement shall not be construed to transfer or sell to Licensee any rights, title, ownership, or other interest in and to the Material, except for the limited license granted hereunder. Each party grants only the licenses and rights specified in this Agreement.

2. Media Release. Recipient shall secure authorization by Innovator for OHA to use Innovator's likeness, videos or images, webinar recordings, and demographic information in press-releases, on websites, and in other publications as authorized in Exhibit E, Media Release/Consent Form.

3. Recipient's and Innovator's Independent Status.

- a. Recipient and Innovator are not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. Recipient and Innovator are not, and through this Program support will not become, an employee of the OHA.
- c. Recipient and Innovator shall not state or imply that it represents OHA, and will hold itself and its views and comments out as its own and not necessarily a reflection of the opinion or position of OHA. If Recipient or Innovator state personal views on a particular issue or topic while participating in Activities under this Agreement, it shall clearly state that its reviews or comments are only its personal opinions or beliefs and may not represent OHA's view or position.
- d. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Representations and Warranties

a. Recipient represents and warrants as follows:

- (1) Organization and Authority. Recipient is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by Recipient of this Agreement (a) have been duly authorized by all necessary action by Recipient and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- (3) Recipient has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Recipient will apply that skill and knowledge with care and diligence to perform the Activities in a professional manner and in accordance with standards prevalent in Recipient's industry, trade or profession;
- (4) Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Activities; and
- (5) Recipient prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery

or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

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

EXHIBIT B
Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

2. Compliance with Law.

Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including Recipient and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

3. Independent Parties; Conflict of Interest.

If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government.

4. Grant Funds; Payments.

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on an OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement "Misexpended Funds" or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA's written demand and no later than 15 days after OHA's written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

6. Reserved.

7. Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings

with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

8. Indemnification by Subcontractors.

Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. Default; Remedies; Termination.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (2) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under the Agreement and Recipient has not obtained such license or certificate within 14 calendar days after OHA's notice or such longer period as OHA may specify in such notice; or
- (3) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Recipient's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA's notice, or such longer period as OHA may specify in such notice.

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.e.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.e.(1).

c. Default by OHA. OHA shall be in default under this Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.

d. Recipient's Remedies for OHA's Default. In the event OHA terminates the Agreement under Section 9.e.(1), or in the event OHA is in default under Section 9.c. and whether or not Recipient elects to exercise its right to terminate the Agreement under Section 9.e.(3), Recipient's sole monetary remedy will be a

claim for unpaid invoices or for reimbursement or disbursement of funds authorized by this Agreement but not yet invoiced. In no event shall OHA be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

e. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client," including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Recipient's Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days written notice to OHA or at such later date as Recipient may establish in such notice, if OHA is in default under Section 9.c. and OHA fails to cure such default within 30 calendar days after OHA receives Recipient's notice or such longer period as Recipient may specify in such notice.
- (4) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (5) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.e.(5) survives the expiration or termination of this Agreement.

- (6) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance.

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

11. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any

assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.

- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 8, 10, 11, 12, 13, 15, 16, 17, and 18 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries.

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. Severability.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

18. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days

after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
250 Winter St. NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. Headings.

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

20. Amendments; Waiver; Consent.

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

21. Merger Clause.

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

EXHIBIT C
Subcontractor Insurance Requirements

General Requirements. Recipient shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified in this Exhibit C and meeting all the requirements under this Exhibit C before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with whom the Recipient directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

2. **Professional Liability.**

Required by OHA **Not required by OHA**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA:

Per occurrence limit for any single claimant:

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

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ... \$4,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

3. **Commercial General Liability.**

Required by OHA **Not required by OHA**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

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

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ..\$4,000,000.

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015: ...\$200,000.

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ...\$600,000.

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. **Automobile Liability Insurance.**

Required by OHA **Not required by OHA**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

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

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ...\$4,000,000.

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2014: ...\$200,000.

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

Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2014:\$600,000.

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

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **Certificate(s) of Insurance.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D
Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions.

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA 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 grant activities in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity.

If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations.

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to

OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. Energy Efficiency.

Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

5. Truth in Lobbying. By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Recipient under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation

before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery.

Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 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 Part 247.

7. Audits.

- a. Recipient shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds including, but not limited to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.

8. Debarment and Suspension.

Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). 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.

9. Drug-Free Workplace.

Recipient shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Recipient 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 Recipient's workplace or while providing services to OHA Clients. Recipient's notice shall specify the actions that will be taken by Recipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Recipient, or any of Recipient's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Recipient or Recipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Recipient or Recipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are

not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

10. Pro-Children Act.

Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

11. Medicaid Services.

Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

12. Agency-based Voter Registration.

If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

13. Disclosure.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal

agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d. Recipient shall make the disclosures required by this Section to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:

- (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

15. Trafficking in Persons.

Recipient and Recipient's employees shall not, during the period of time the Grant is in effect: (i) Engage in severe forms of trafficking in persons; (ii) Procure a commercial sex act; or (iii) Use forced labor in the performance of the Grant. Violation of any provision of this subsection may result in termination of the Agreement in accordance with Section 106(g) of the Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104(g)).

16. Reducing Text Messaging While Driving.

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, Recipient is encouraged "to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government."

17. Needle Exchange.

No part of these funds shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

EXHIBIT E
Media Release/Consent Form



DIRECTORS OFFICE
Office of Communications
John A. Kitzhaber, MD, Governor

Oregon Health
Authority

Media Release/Consent Form
(Adults only)

Date: 7.14.14

Name (please print): Mary Allis Bombaugh

By signing below, I agree the Oregon Health Authority (OHA) may use:

- photos, videos and sound recordings of me
- other: including likeness and demographic information

As part of (name of project): Clinical Innovators Program

Location: Throughout State of Oregon Date of project: 7/1/14-6/30/15

I understand that OHA may use the materials indicated above for its publications, Web sites, broadcasts or other uses needed for the project. OHA may give out only the information needed for this project. This form does not allow OHA to give out other information about me or my family for any other purpose. I understand that OHA's use of the materials indicated above may identify me as a client of OHA.

Restrictions: I am placing no restrictions on the use of the materials.
 These materials may be used only for the project listed above. OHA must ask me to use them for other purposes.
 Other restrictions: _____

Time limits: There is no time limit on when OHA may use the material.
 OHA may not use these materials after _____

I understand that I will not be paid for this material.

Signature: Mary A. Bombaugh Date: 7-14-14

Witness signature: [Signature] Date: 7-14-14

Place where the original of this release will be kept: Contract File

Please return a copy or FAX to:
OHA Office of Communications, 500 Summer St NE, E-15, Salem OR 97301
FAX 503-947-5461

This form is available in alternate format upon request

OHA 2130 (4/11)

COPY

Cindy Becker
Director

July 31, 2014

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intra-Agency Agreement with
Clackamas County Health Centers, Behavioral Health Clinic to provide
Outpatient Mental Health Services and Substance Abuse Services

Purpose/Outcomes	To provide outpatient mental health services and substance abuse services for indigent individuals who are Clackamas County residents.
Dollar Amount and Fiscal Impact	The contract does not contain an upper limit; expenditures are controlled by Behavioral Health Division staff who pre-authorize and monitor services on an on-going basis.
Funding Source	Oregon Health Authority - no County General Funds are involved.
Safety Impact	None
Duration	Effective August 1, 2014 and terminates on June 30, 2015
Previous Board Action	No previous Board Action has been taken.
Contact Person	Jill Archer, Director – Behavioral Health Division - 742-5336
Contract No.	6816

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Agreement with Clackamas County Health Centers, Behavioral Health Clinic (HC-BHD) for outpatient mental health services and substance abuse services for persons who are indigent living in Clackamas County.

- Outpatient mental health services include an array of treatment such as individual and group therapy, skills training, case management and psychiatric services.
- Outpatient substance abuse services are provided to individuals with alcohol or other drug use disorders. Services may include assessment; treatment and discharge planning; individual, group and family therapy; pharmacotherapy; case management; peer delivered services and supports. HC-BHD will ensure staff attendance and coordination with Treatment Courts for any clients enrolled in Drug Court.

The Behavioral Health Division has partnered with Clackamas County Health Centers, Behavioral Health Clinic for behavioral health services since 2014. This contract is a continuation of these services.

The contract is effective August 1, 2014 and continues through June 30, 2015. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

**INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS HEALTH CENTERS
BEHAVIORAL HEALTH CLINIC
AND
CLACKAMAS BEHAVIORAL HEALTH DIVISION**

Agreement # 6816

This agreement is made between **Clackamas County Health Center Behavioral Health Clinic (HC-BHC)** and **Clackamas County Behavioral Health Division (BHD)**.

The services set forth under this Agency Service Contract reflect required pass-through language from the 2013-2015 Intergovernmental Agreement for the financing of Community Addictions and Mental Health Services between the COUNTY and the DEPARTMENT.

The parties agree as follows:

HC-BHC will provide outpatient behavioral health services and outpatient substance abuse services as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein to residents of Clackamas County who are eligible for services as uninsured, indigent individuals.

1.0 Term

Services provided under the terms of this agreement shall commence **August 1, 2014**. This agreement shall terminate **June 30, 2015** unless terminated by one or both parties as provided for in paragraph 6.0 below. This agreement may be renewed annually and amended by mutual written consent of both parties.

2.0 Compensation and Fiscal Records

2.1 Compensation. BHD shall compensate HC-BHC as specified in Exhibit C, Compensation and Payment, for satisfactorily performing contracted services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

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

2.3 Financial Records. HC-BHC and its subcontractors shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records and supporting documents 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 HC-BHC were in excess of the amount to which HC-BHC was entitled, HC-BHC shall repay the amount of the excess to BHD.

3.0 Manner of Performance

3.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. HC-BHC shall comply with all Federal, State and local laws, rules and regulations 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 F, Compliance with Applicable Law, attached hereto and incorporated herein. HC-BHC shall comply with OAR 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127.649, Patient Self-Determination Act.

3.2 Subcontracts. HC-BHC shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from BHD. HC-BHC shall not be relieved of any of HC-BHC's obligations hereunder by virtue of any such subcontract, and shall remain directly responsible for compliance with all the terms of this agreement.

4.0 General Conditions

4.1 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 HC-BHC and BHD.

4.2 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.

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

4.4 Future Support. BHD 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.

4.5 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.

5.0 Termination

5.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon ninety (90) business days notice, in writing and delivered by certified mail or in person.

5.2 Termination With Cause. BHD may terminate this agreement effective upon delivery of written notice to HC-BHC, or at such later date as may be established by BHD, under any of the following conditions:

5.2.1 Terms of the 2013-2015 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

5.2.2 The termination, suspension or expiration of the 2013-2015 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT.

5.2.3 BHD 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. Alternatively, the parties may agree to modify the agreement to accommodate a reduction in funding.

5.2.4 BHD has evidence that HC-BHC has endangered or is endangering the health or safety of clients, staff or the public. HC-BHC shall ensure the orderly and reasonable transfer of care in progress with clients and shall work with BHD staff to accomplish same.

5.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of HC-BHC, or the lapse, relinquishment, suspension, expiration, cancellation or termination of HC-BHC's insurance as required in this agreement.

5.2.6 HC-BHC's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage HC-BHC's affairs, or the judicial declaration that HC-BHC is insolvent.

5.2.7 If HC-BHC fails to perform any of the other provisions of this agreement, or fails to pursue the work of this agreement in accordance with its terms, and after receipt of written notice from BHD, fails to correct such failures within ten (10) business days or such longer period as BHD may authorize.

5.3 Notice of Default. BHD may also issue written notice of default (including breach of contract) to HC-BHC and terminate the whole or any part of this agreement if HC-BHC substantially fails to perform the following specific provisions: Exhibit D(2)(A) Licenses and, Certification; Exhibit D(2)(C) Quality Assurance and Utilization Review; and Exhibit D(3) Recordkeeping and Reporting. The rights and remedies of BHD related to defaults (including breach of contract) by HC-BHC shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

5.4 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. HC-BHC and BHD shall continue to perform all duties and obligations under this agreement with respect to clients under care of HC-BHC to the date of termination.

This agreement consists of five (5) sections plus the following exhibits and attachments, which by this reference are incorporated herein:

Exhibit A	Definitions
Exhibit B	Scope of Work
Exhibit C	Compensation and Payment
Exhibit D	General Performance Standards
Attachment 1	Invoice Template
Attachment 2	DSN Report 2014

**CLACKAMAS BHD
HEALTH CENTERS**

**CLACKAMAS BHD
BEHAVIORAL HEALTH DIVISION**

Richard Swift
Interim Director

Jill Archer
Director

Date

Date

**CLACKAMAS BHD
HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT**

Cindy Becker
Director

Date

EXHIBIT A

DEFINITIONS

Whenever used in this Intra-Agency Agreement, the following terms shall have the meanings set forth below:

Agreement: this Intra-Agency Agreement between BHD and HC-BHC for the provision of services.

Allowable Costs: costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this contract

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health

Community Mental Health Program (CMHP): a centrally organized and coordinated program of services for individuals with mental and emotional disorders and addiction dependencies operated by, or contractually affiliated with a Local Mental Health Authority (LMHA) and operated in a specific geographic area of the State of Oregon

Community Outcome Management and Performance Accountability Support System (COMPASS): the AMH project to implement a new contracts system, roll out an optional free electronic health records systems (OWITS), and enhance the collection of data through MOTs

Contract Settlement: DEPARTMENT's reconciliation, after termination of this contract, of amounts disbursed to HC-BHC through the COUNTY with amounts obligated under this contract

Covered Services: medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of Health Services" and limited in accordance with OAR 410-141-3420, "Billing and Payment" for OHP Members. The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the Clackamas County Health Share of Oregon/Clackamas Participation Agreement and OARs. Covered Services may also refer to authorized services provided to uninsured, indigent clients.

Department: AMH contracts with BHD to establish and finance community mental health and addition programs; BHD, in turn, subcontracts certain services to HC-BHC

DHS: Department of Human Services of the State of Oregon

Federal Funds: funds paid to HC-BHC under this contract that are received from an agency, instrumentality or program of the Federal government of the United States

Individual: an individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

Local Mental Health Authority (LMHA): the county, court, or board of commissioners of one of more counties who choose to operate a CMHP

Mental Health Services: treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others

Medicaid: Federal funds received by OHA under the Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of State medical assistance program by OHA

Misexpenditure: money, other than an overexpenditure disbursed to HC-BHC by BHD under this agreement and expended by HC-BHC that:

- (a) is identified by the Federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal government has requested reimbursement by the State of Oregon and whether in the form of a Federal determination of improper use of Federal funds, a Federal notice of disallowance, or otherwise; or
- (b) is identified by the BHD, State of Oregon or OHA as expended in a manner other than that permitted by this agreement, including without limitation, any money expended by HC-BHC, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) is identified by the BHD, State of Oregon or OHA as expended on the delivery of a service that did not meet the standards and requirements of this agreement with respect to that service

Measures and Outcomes Tracking System (MOTS): the AMH data system that stores client data submitted by HC-BHC and/or BHD

OAR: Oregon Administrative Rules duly promulgated by the Oregon Health Authority and as amended from time to time.

OHA: the State of Oregon, acting by and through its Oregon Health Authority.

OHP Member: an individual found eligible by a division of the Oregon Department of Human Services to receive services under the OHP (Oregon Health Plan) Medicaid Demonstration Project or State Children's Health Insurance Program and who is enrolled with BHD as Health Share of Oregon/Clackamas.

Oregon Web Infrastructure for Treatment Services (OWITS): is 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data, and 2) a system to manage the AMH services and County Financial Assistance agreements

Overexpenditure: Money disbursed by COUNTY under this agreement and expended by HC-BHC that is identified by the COUNTY, State of Oregon or OHA, through agreement settlement or any other disbursement/payment reconciliation permitted or required by this agreement, as in excess of the amount HC-BHC is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions.

Primary Source Verification: verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner. Examples of primary source verification include, but are not limited to, direct correspondence, telephone verification and internet verifications.

Third Party Resources: any individual, entity, or program that is, or may be, liable to pay all or part of the cost of any Covered Service furnished to an OHP Member, including but not limited to: private health insurance or group health plan; employment-related health insurance; medical support from absent parents; workers' compensation; Medicare; automobile liability insurance; other federal programs such as Veteran's Administration, Armed Forces Retirees and Dependent Act, Armed Forces Active Duty and Dependents Military Medical Benefits Act, and Medicare Parts A and B; another state's Title XIX, Title XXI or state-funded Medical Assistance Program; and personal estates.

Valid Claim: an invoice, in the form of a CMS 1500 claim form, submitted for payment of covered health services rendered to an eligible client that is submitted within the required 90 days from the date of service or discharge and that can be processed without obtaining additional information from the provider of the service or from a third party. A valid claim is synonymous with the federal definition of a clean claim as defined in 42 CFR 447.45(b).

EXHIBIT B

SCOPE OF WORK

1. Outpatient Mental Health Services

HC-BHC shall provide mental health treatment services for uninsured Clackamas County residents who meet the criteria for Indigent Services Program Treatment Fund. These services are time limited unless the individual meets the diagnostic category of severe and persistent mental illness.

Outpatient services are specific in targeting the symptoms or problem being treated. Services may include assessment; treatment and discharge planning; individual, family and group therapy; psychiatric evaluation; medication management; and case management. HC-BHC shall provide a responsive, 24-hour, 7 days per week coverage system to ensure access to services.

2. Outpatient Substance Abuse Services

Treatment services provided to individuals with alcohol or other drug use disorders and their family members. Services may include assessment; treatment and discharge planning; individual, group and family therapy; pharmacotherapy; case management; peer delivered services and supports. Services and supports will be individually tailored to the needs of each client and their family and include evidence based treatment where evidence exists. HC-BHC will ensure staff attendance and coordination with Treatment Courts for any clients enrolled in Drug Court.

Performance measures will be jointly developed between County and HC-BHC and monitored on a quarterly basis. Reporting requirements to be determined once performance measures are developed.

EXHIBIT C

COMPENSATION AND PAYMENT

To receive payment HC-BHC shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech) within 120 calendar days of the date of service in accordance with OAR 410-141-3420, "Billing and Payment". Claims may be submitted to PH Tech in either paper or electronic format.

Refer to Exhibit D, paragraph 4.d. for guidance regarding encounter submissions.

EXHIBIT D

STATEMENT OF GENERAL CONDITIONS

1. Interpretation and Administration of Agreement

HC-BHC acknowledges that this agreement between BHD and HC-BHC is subject to the underlying Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement between Health Share of Oregon and BHD, the Health Plan Services Contract between the Oregon Health Authority and Health Share of Oregon, the Oregon Revised Statutes concerning the Oregon Health Plan, and other applicable Oregon statutes and administrative rules concerning mental health services. If HC-BHC believes that any provision of this agreement or BHD's interpretation thereof is in conflict with Federal and State statutes or regulations, HC-BHC shall notify BHD in writing immediately.

HC-BHC agrees to provide medically necessary services within the scope of its practice and license (hereinafter referred to as "services") to individuals assessed as having an eligible mental health condition specified in the Oregon Health Plan "Prioritized List of Mental Health Conditions", can benefit from those services, and as described below when authorized by BHD's treatment authorization process. HC-BHC shall provide services in accordance with OAR 410-141-3120 "Operations and Provision of Health Services"; OAR 410-141-3420 "Billing and Payment"; and all DHS Rules in OAR Chapter 309 and any other administrative rules to which HC-BHC is subject, as such rules may be amended from time to time. These laws, rules and regulations, are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated. Services provided under this agreement are to be within the scope of HC-BHC's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services.

2. General Performance Standards

BHD shall monitor services provided by HC-BHC and has the right to require HC-BHC's compliance with OHA and Health Share of Oregon established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement. HC-BHC will notify BHD immediately in writing regarding issues related to access to care or any other potential violation of the conditions stated in this agreement.

a. Licenses and Certifications

By signing this agreement, HC-BHC assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of HC-BHC's employees and independent contractors providing direct service and for all of HC-BHC's facilities in which services are provided. HC-BHC assures that it is certified under OAR 309-012-0130 – 309-012-0220 or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services. HC-BHC will promptly notify BHD of the initiation of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations as well as any changes in HC-BHC's practice ownership or business address, along with any other problem or situation that may relate to the ability of HC-BHC to carry out the duties and obligations of this contract.

b. Eligibility and Authorization of Services

HC-BHC shall verify eligibility and enrollment of clients prior to providing and billing for service and obtain authorization for the provision of covered services as necessary and appropriate

according to BHD policies and procedures. HC-BHC shall participate in the BHD concurrent review process. HC-BHC understands that authorization for services will be based upon this review process.

c. Quality Assurance and Utilization Review

HC-BHC shall cooperate with, and participate in, BHD's quality assurance and utilization review programs. HC-BHC shall also participate in Health Share of Oregon quality initiatives as developed. Further, HC-BHC shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided to clients.

HC-BHC shall work with BHD staff to ensure that authorized services provided by HC-BHC to clients are the most appropriate and cost efficient, and least restrictive. HC-BHC staff shall make records available to BHD staff on site upon reasonable notice for purposes of utilization review.

d. Contractual Compliance

HC-BHC shall ensure that all providers and staff employed or contracted by HC-BHC who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

e. Provider Appeal Process

HC-BHC shall have the right to appeal actions by BHD or decisions concerning interpretation of the Health Share of Oregon/Clackamas Risk Accepting Entity Agreement as they apply to this agreement. Appeals shall be made in writing.

Appeals related to administrative or clinical decisions and all other matters shall be made to BHD Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

3. Clinical Standards

a. Clinical Guidelines

HC-BHC shall adopt clinical guidelines that inform mental health practitioners, clients, family members and advocates with evidence-based information about mental illness and appropriate treatment options. Clinical guidelines should be based on a systematic evaluation of research evidence; be designed to assist, rather than dictate, clinical decision-making; and are to be applied on a case-by-case basis. Such guidelines should provide recommendations for appropriate care based on scientific evidence and professional consensus; support for professional standards, quality improvement activities and education; and a basis for comparing current practice to evidence-based best practices. HC-BHC shall make such guidelines available to BHD upon request.

b. Outcome Measure

HC-BHC shall adopt the use of a measure of clinical outcomes that demonstrates a change in client status following an episode of treatment. The measurement tool adopted shall identify changes in symptoms, functioning, quality of life, adverse events or satisfaction. HC-BHC shall make information about outcome measures used available to BHD upon request.

c. Coordination of Care

- (1) HC-BHC shall develop, implement and participate in activities supportive of a continuum of care that integrates mental health, addiction and physical health interventions in ways that are seamless and whole to the client. Integration activities may span a continuum ranging from communication to coordination to co-management to co-location to the fully integrated, person-centered health care home.
- (2) To insure appropriate coordination of services to enrolled individuals, HC-BHC shall collaborate with allied agencies in the local service area, including but not limited to primary care clinics, housing authorities, chemical dependency agencies, juvenile justice, school districts, and Department of Human Resources, Child Welfare programs. HC-BHC will make every effort to obtain a signed Release of Information at the onset of treatment, notifying the service partner in writing of preliminary diagnosis and prescribed medications, notifying of any major changes or medical complications that occurred during the course of treatment and notifying upon termination of treatment.
- (3) HC-BHC shall coordinate with BHD on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:
 - (i) HC-BHC shall coordinate with BHD on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. HC-BHC shall coordinate with BHD and the acute or sub-acute care provider on discharge planning and the development of community resources to aid in the timely discharge and community placement of the client. HC-BHC shall assure an appointment with an appropriate provider within seven (7) days of discharge from acute care, sub-acute care or psychiatric residential treatment care.
 - (ii) HC-BHC shall coordinate with BHD on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.
 - (iii) HC-BHC shall refer clients for a Level of Service Intensity Determination Screening when a higher intensity of service appears warranted.
 - (iv) HC-BHC shall coordinate with BHD to obtain Long Term Care Determination for appropriate clients.

d. Crisis Response

HC-BHC will be responsible for twenty-four hour, seven days a week crisis response for their enrolled individuals. HC-BHC shall establish and follow a system for appropriate and timely response to emergency needs of individuals. During the period of service, HC-BHC shall respond to all enrolled client emergencies. "Emergency" shall mean the sudden onset of a mental health condition manifesting itself by acute symptoms and one or more of the following circumstances are present: (1) the client is in imminent or potential danger of harming himself or others as a result of an eligible condition; (2) the client shows symptoms, e.g., hallucinations, agitation, delusions, etc., resulting in impairment in judgment, functioning and/or impulse control severe enough to endanger his or her own welfare or that of another person; or (3) there is an immediate need for Services as a result of, or in conjunction with, a very serious situation such as an overdose, detoxification, potential suicide or violence. HC-BHC will have a system of crisis response to individuals enrolled in their program. At a minimum, HC-BHC will have a clinician available by phone for consultation at all times. This clinician shall be familiar with the case or shall have the ability to contact clinician(s) familiar with the case.

e. Standards of Care

BHD promotes resilience in and recovery of the clients it serves. BHD supports a system of care that promotes and sustains a client's recovery from a mental health condition by identifying and building upon the strengths and competencies within the person to assist them in achieving a meaningful life within their community. Consistent with these values, HC-BHC shall:

- (1) Provide services in a manner that assures continuity and coordination of the health care services provided to each client;
- (2) Accept clients for treatment on the same basis that HC-BHC accepts other clients and render services to clients in the same manner as provided to HC-BHC's other clients. HC-BHC shall not discriminate against clients because of source of payment, race, ethnicity, gender, gender identity, gender presentation, sexual orientation, national origin, ancestry, religion, creed, marital status, familial status, age, except when program eligibility is restricted to children, adults or older adults, source of income, disability and diagnosis;
- (3) Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition. HC-BHC shall comply with access standards as set forth in OAR 410-141-3220 "Accessibility";
- (4) Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- (5) Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- (6) Advise or advocate on behalf of clients in regard to treatment options, without restraint from BHD;
- (7) HC-BHC shall employ a system of internal review to evaluate the care being provided within the agency, to modify service plans, adjust level of care being provided and consider duration of treatment. HC-BHC will have a system of internal utilization management to assure that services are provided within the authorization maximum dollar amount, when applicable.
- (8) HC-BHC shall have written policies and procedures that insure individuals receive a Notice of Action when service is denied, terminated, suspended or reduced without the client's agreement.
- (9) HC-BHC shall have written policies and procedures related to consumer complaints as referenced in OAR 309-019-0125 and OAR 410-141-0260 through 410-141-0266.

4. Encounter Submissions

a. Usual and Customary Charges

HC-BHC shall bill BHD according to their Usual and Customary fee schedule. HC-BHC shall base their Usual and Customary charges on a cost study that is updated annually.

b. Compensation

HC-BHC shall be reimbursed at the BHD reimbursement rates in effect as of the date of service or billed charges, whichever is less.

c. Third Party Resources and Coordination of Benefits

HC-BHC shall bill and collect from liable third party resources prior to billing BHD. If both the third party resource and BHD reimburse HC-BHC for the same service, BHD shall be entitled to a refund for the exact amount of duplicate payment received by HC-BHC.

HC-BHC shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to BHD on an individual client basis. HC-BHC shall make these records available for audit and review consistent with the provisions upon request.

If HC-BHC has knowledge that a client has third-party health insurance or health benefits, or that either client or HC-BHC is entitled to payment by a third party, HC-BHC shall immediately so advise BHD.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", BHD reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. BHD may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

d. Encounter Data

HC-BHC shall submit to BHD accurate and complete encounter data in the form of a CMS 1500 claim form for each contact with a client. To encounter data and receive payment, when applicable, HC-BHC shall submit a CMS 1500 claim form to BHD's Third Party Administrator, Performance Health Technology Ltd (PH Tech). HC-BHC shall use its best efforts to supply encounter data once a month, and shall in all cases, supply encounter data no later than 120 calendar days after a contact with a client in accordance with OAR 410-141-3420, "Billing and Payment". Each encounter claim shall include such information as required in the Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement and meet specifications as a Valid Claim. HC-BHC shall use the most current DSM Multi-Axial Classification System. DSM codes shall be reported at the highest level of specificity.

Claims may be submitted to PH Tech in either paper or electronic format.

PH Tech shall pay HC-BHC on behalf of BHD, by the 45th business day after a valid claim is received, fee-for-service payments as specified in section 1 above. BHD shall have no obligation to make payment to HC-BHC if HC-BHC fails to obtain a valid authorization to provide services, fails to verify eligibility for Covered Services and the individual is not an eligible client on the date of service, if the services provided are not Covered Services, or if HC-BHC fails to submit fee-for-service bills within 120 calendar days of the date of service. The timely filing requirement is extended to 12 months when there is a Third Party Resource as the primary payor and to 12 months when Medicare is primary. To be considered for payment, claims resubmission requests submitted by HC-BHC must be received by PH Tech within 120 days of the date of the first denial.

e. Non-Covered Services

HC-BHC shall follow OAR 410-141-3420, "Billing and Payment", when submitting fee-for-service claims for services provided to OHP Members that are not Covered Services.

f. Payment in Full

Except as expressly provided below, payments to HC-BHC made by BHD for services provided under the terms of this agreement shall constitute payment in full. OAR 410-141-3420, "Billing and Payment", HC-BHC shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against OHA or any client for services contracted hereunder, either during the term of this agreement or at any time later, even if BHD becomes insolvent. This provision shall not prohibit collection for non-covered services that may be the responsibility of the client or any permitted co-pays, co-insurance, deductibles or any other cost sharing, if any and as applicable. HC-BHC may bill and collect separately for those costs which are lawfully the responsibility of the client. When combined with all sources of payment, BHD's payment to HC-BHC shall not exceed the reimbursement amount in effect as of the date of service.

g. Overpayments

Any payments made by BHD to which HC-BHC is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by HC-BHC within thirty (30) calendar days of the discovery, in accordance with OAR-410-120-1280, "Billing" and OAR 410-120-1397, "Recovery of Overpayments to Providers – Recoupments and Refunds". HC-BHC must not seek payment from clients for any covered services, except any coinsurance, co-payments, and deductibles expressly authorized by OAR-410-120 or OAR-410-141. A client cannot be billed for services or treatment that have been denied due to provider error (e.g. required documentation not submitted, prior authorization not obtained, non-covered diagnosis, etc.).

5. Staff Standards

BHD delegates to HC-BHC the credentialing and recredentialing of employed and contracted staff who provide services to clients under this agreement. Pursuant to OAR 410-141-3120 "Operations and Provision of Health Services", HC-BHC must, at a minimum, obtain and verify documents that provide evidence of primary source verification of credentials as follows:

- Appropriate education and academic degrees, as required;
- Licenses or certificates, as required;
- Relevant work history or qualifications, as required;
- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
- Positive clearance by the National Practitioner Data Bank, as required;
- Positive clearance through the General Services Administration System for Award Management (SAM) at time of hire and monthly thereafter; and
- Positive clearance through the Office of Inspector General's List of Excluded Individuals/Entities at time of hire and monthly thereafter.

HC-BHC shall not permit any person to provide services under this agreement if that person is listed on the non-procurement portion of the General Service Administration's SAM in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (2 CFR Part 180).

In addition, HC-BHC shall not permit any person to provide services under this agreement who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 "Program Integrity – Medicare and State Health Care Programs Subpart B". HC-BHC may not submit claims for services provided after the date of such exclusion, conviction or termination.

HC-BHC assures that all HC-BHC employees and independent contractors providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licensed or registered pursuant to OAR 410-141-3120. HC-BHC 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.

HC-BHC ensures that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. HC-BHC shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements.

BHD reserves the right to review, upon reasonable notice and at HC-BHC's site, the actual documents describing the credentials of HC-BHC's employees and independent contractors for purposes of verification.

6. Recordkeeping

a. Clinical Records, Access and Confidentiality

- (1) Clinical Records. HC-BHC shall ensure maintenance of recordkeeping consistent with OAR 410-141-3180, "Record Keeping and Use of Health Information Technology." The clinical record shall fully document the mental condition of the client and the services received by the client under this agreement. All clinical records relevant to this agreement shall be retained for at least seven (7) years after the date of clinical services for which claims are made, encounters reported, final payment is made, or all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven-year-period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven-year-period, whichever is later.
- (2) Government Access to Records. At all reasonable times, HC-BHC and its subcontractors shall provide the Center for Medicare and Medicaid Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Department of Human Services Office of Payment Accuracy and Recovery, OHA, BHD and all their duly authorized representatives the right of access to HC-BHC's financial (including all accompanying billing records), clinical/medical, and personnel records that are directly pertinent to this agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness and timeliness of services provided, and the capacity of HC-BHC to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. HC-BHC shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.

- (3) Confidentiality and Privacy of Records. The confidentiality of information concerning clients is subject to State and Federal guidelines, including but not limited to State (ORS 179.505 through 179.507, ORS 192.502, ORS 411.320, ORS 433.045(3)) and Federal (42 CFR Part 2, 42 CFR Part 431, Subpart F, 45 CFR 205.50) confidentiality laws and regulations. HC-BHC and BHD shall not use, release, or disclose any information regarding a client for any purpose not directly connected with the administration of this agreement or under Title XIX of the Social Security Act, except with the written consent of the client or, if appropriate, the client's parent or guardian, or unless otherwise authorized by law. HC-BHC shall ensure that its agents, employees, officers and subcontractors with access to client records understand and comply with this confidentiality provision.
- (4) Release of Information. HC-BHC shall assure that BHD and any other cooperating health service providers have access to the applicable contents of the client's clinical record when necessary for use in the diagnosis or treatment of the client, to the extent such access is permitted by law. HC-BHC shall release mental health service information requested by BHD or a provider involved in the care of a client within ten (10) business days of receiving a signed release. Except as provided in ORS 179.505(9), HC-BHC shall provide the client or the client's legal guardian access to client's record and provide copies within ten (10) business days of any request for copies.
- (5) External Review. HC-BHC shall cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, services under this agreement in accordance with 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).
- (6) Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal HC-BHC responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

b. Financial Records

- (1) HC-BHC shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. HC-BHC shall make such policies and procedures available to BHD upon request.
- (2) HC-BHC 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. HC-BHC shall make reports and fiscal data generated under and for this agreement available to BHD upon request.
- (3) BHD shall conduct a fiscal compliance review of HC-BHC as part of compliance monitoring of this agreement. HC-BHC agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of HC-BHC which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. BHD shall monitor compliance with BHD's financial reporting and accounting requirements.
- (4) HC-BHC may be subject to audit requirements. HC-BHC 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 OAR 801-030-0005, the independence rules contained within Governmental Auditing Standards (2011

Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over HC-BHC.

- (5) HC-BHC shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. HC-BHC shall make such procedures and documentation of resolution of audit findings available to BHD upon request.
- (6) Limited Scope and Full Audits shall be completed within nine (9) months of the close of HC-BHC's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to BHD within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

7. Reporting

a. Abuse Reporting

HC-BHC 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 HC-BHC were a mandatory abuse reporter. If HC-BHC is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. HC-BHC 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.

b. Behavioral Health Electronic Data System

HC-BHC shall participate in the Oregon Health Authority (OHA)'s Enhanced Data Capture for all clients receiving Covered Services under this agreement. HC-BHC shall submit all data to OHA via formats approved by OHA. HC-BHC shall submit data in accordance with OHA timelines.

c. Delivery System Network (DSN) Provider Capacity Report

HC-BHC shall submit the DSN Provider Capacity report (Attachment 2) to BHD in the prescribed format within thirty (30) days of the effective date of this agreement, indentifying all staff and independent contractors who will provide services to clients under this agreement. In addition, the DSN Provider Capacity Report shall be updated and resubmitted monthly to BHD.

d. Access to Care

HC-BHC shall submit the online regional access report to BHD in the prescribed format by the 15th of the month following services delivered.

8. Monitoring

a. Agreement Compliance Monitoring

BHD and OHA shall conduct agreement compliance and quality assurance monitoring related to this agreement. HC-BHC shall cooperate with BHD and OHA in such monitoring. BHD shall provide HC-BHC twenty (20) business days written notice of any agreement compliance and quality assurance monitoring activity that requires any action or cooperation by HC-BHC. Notice

of monitoring shall include the date the monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

Should HC-BHC found to be out of compliance with any requirement of this agreement, the following actions may be taken by BHD until the issue is resolved:

- Request a conference of the parties to determine the need for technical assistance
- Require a corrective action plan
- Disallow referral of new clients to HC-BHC
- Put HC-BHC on probationary status and suspend billing authority

Should the issue remain unresolved, BHD may consider HC-BHC in breach and may terminate this agreement.

b. External Quality Review

HC-BHC agrees to participate with BHD in any evaluation project or performance report as designed by BHD or applicable State or Federal agency. HC-BHC shall make all information required by any such evaluation project or process available to BHD or BHD's designee within thirty (30) business days of request.

9. Fraud and Abuse

HC-BHC shall comply with, and as indicated, cause all employees and subcontractors to comply with, the following requirements related to fraud and abuse. All elements of this Fraud and Abuse exhibit apply to services provided to uninsured, indigent individuals with the exception of reports to the Medicaid Fraud Control Unit (MFCU) which do not apply to indigent services.

a. General

- (1) HC-BHC, its employees and subcontractors shall comply with all provisions of the False Claims Act established under sections 3729 through 3733 of title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any Oregon laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in 42 USC 1320a-7b).
- (2) HC-BHC, its employees and subcontractors shall comply with Oregon laws pertaining to false claims including the following: ORS 411.670 to 411.690 (submitting wrongful claim or payment prohibited; liability of person wrongfully receiving payment; amount of recovery); ORS 646.505 to 646.656 (unlawful trade practices); ORS chapter 162 (crimes related to perjury, false swearing and unsworn falsification); ORS chapter 164 (crimes related to theft); ORS chapter 165 (crimes involving fraud or deception), including but not limited to ORS 165.080 (falsification of business records) and ORS 165.690 to 165.698 (false claims for health care payments); ORS 659A.199 to 659A.224 (whistle blowing); OAR 410-120-1395 to 410-120-1510 (program integrity, sanctions, fraud and abuse); and common law claims founded in fraud, including Fraud, Money Paid by Mistake and Money Paid by False Pretenses.
- (3) HC-BHC shall include information in its employee handbooks or other appropriate documents on laws described above, regarding the rights of employees to be protected as whistleblowers.

- (4) HC-BHC shall further have policies and procedures for detecting and preventing fraud, waste and abuse that shall, at a minimum, include a process for monitoring and auditing files, claims and staff performance.
- (5) Entities receiving \$5 million or more annually (under this contract and any other OHP contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and Abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).
- (6) Certify when submitting any claim for the provision of OHP services that the information submitted is true, accurate and complete. HC-BHC shall acknowledge HC-BHC's understanding that payment of the claim will be from Federal and State funds and that any falsification or concealment of a material fact may be prosecuted under Federal and State laws.

b. Fraudulent Billing and False Claims

- (1) HC-BHC will report verified and suspected cases of fraud and abuse to the Medicaid Fraud Control Unit (MFCU) and BHD within five (5) business day of discovery.
- (2) If it is determined that services billed by HC-BHC were fraudulently billed, or that a false claim was submitted, or that an instance of abuse has occurred, the following disciplinary actions may be taken by BHD:
 - If abuse is determined, consider restitution of funds based on the severity of the abuse identified.
 - If fraud is determined or a false claim verified, require restitution of funds.
 - If the action identified is determined to be non-intentional, require a corrective action plan
 - Put HC-BHC on probationary status and suspend billing authority until the issue is resolved
 - Termination of this agreement
- (3) BHD shall promptly refer all verified cases of Medicaid fraud and abuse to the MFCU, consistent with the Memorandum of Understanding between the State of Oregon Department of Human Services and the MFCU. BHD shall also refer cases of suspected Medicaid fraud and abuse to the MFCU prior to verification.

(4) Participation of Suspended or Excluded Providers

HC-BHC shall ensure that Covered Services may not be provided to clients by the following persons (or their affiliates as defined in the Federal Requisition Regulations):

- Persons who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issues pursuant to Executive Order 12549 or under guidelines implementing such order; and
- Persons who are currently excluded from Medicaid participation under section 1128 or section 1128A of the Act; and

- Persons who are currently excluded from providing services under the Oregon Medical Assistance Program.

c. Examples of fraud and abuse that support referral to the MFCU and BHD

- (1) HC-BHC who consistently demonstrates a pattern of intentionally reporting encounters or services that did not occur. A pattern would be evident in any case where 20% or more of sampled or audited services are not supported by documentation in the clinical records. This would include any suspected case where it appears that the provider knowingly or intentionally did not deliver the service or goods billed;
- (2) HC-BHC who consistently demonstrates a pattern of intentionally reporting overstated or up coded levels of service. A pattern would be evident by 20% or more of sampled or audited services that are billed at a higher-level procedure code than is documented in the clinical records;
- (3) Any suspected case where the HC-BHC intentionally or recklessly billed BHD more than the usual charge to non-Medicaid recipients or other insurance programs;
- (4) Any suspected case where the HC-BHC purposefully altered, falsified, or destroyed clinical record documentation for the purpose of artificially inflating or obscuring his or her compliance rating or collecting Medicaid payments otherwise not due. This includes any deliberate misrepresentation or omission of fact that is material to the determination of benefits payable or services which are covered or should be rendered, including dates of service, charges or reimbursements from other sources, or the identity of the client or provider;
- (5) Providers who intentionally or recklessly make false statements about the credentials of persons rendering care to clients;
- (6) Providers who knowingly charge clients for services that are covered services or intentionally balance-bill a client the difference between the total fee-for-service charge and BHD's payment to the HC-BHC, in violation of OHA rules.

d. Reporting suspected and verified cases of fraud or abuse

When a verified case of fraud or abuse exists, HC-BHC will report the following information to the MFCU and BHD within five (5) business day of discovery of the suspected activity:

- Provider Name, Oregon Medicaid Provider Number, address and phone
- Type of provider
- Source and nature of complaint
- The approximate range of dollars involved
- The disposition of the complaint when known
- Number of complaints for the time period.

Contact Information

Report to: Medicaid Fraud Control Unit (MFCU)
Phone: (971)673-1880
Fax: (971)673-1890
Address: 1515 SW 5th Ave., Suite 410, Portland, OR 97201

Contact Information

Report to: Clackamas Behavioral Health Division
Contact: Compliance Policy Analyst
Phone: (503)742-5335
Fax: (503)742-5304
Address: 2051 Kaen Road, Suite 367, Oregon City, OR 97045

10. Compliance with Applicable Law

HC-BHC shall comply and, as indicated, cause all employees and subcontractors to comply with the following Federal requirements. For purposes of this agreement, all references to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

a. Miscellaneous Federal Provisions

HC-BHC shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to this Contract or to the delivery of Work. Without limiting the generality of the foregoing, HC-BHC expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements, Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of CMHPs, 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 this Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

b. Equal Employment Opportunity

If this Contract, including amendments, is for more than \$10,000, then HC-BHC shall comply and cause all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

c. Non-Discrimination

- (1) HC-BHC shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. HC-BHC shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.
- (2) HC-BHC shall comply with and cause its subcontractors to comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

d. Advance Directives

HC-BHC shall provide adult clients with written information on Advance Directive policies and include a description of Oregon law. The written information provided by HC-BHC must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. HC-BHC must also provide written information to adult clients with respect to the following:

- (1) Their rights under Oregon law;
- (2) HC-BHC's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.
- (3) HC-BHC must inform clients that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

e. Drug Free Workplace

HC-BHC shall maintain and cause all subcontractors to maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in HC-BHC's workplace. HC-BHC shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program. HC-BHC will further comply with additional applicable provisions of the Health Share of Oregon Core Contract.

f. Clinical Laboratory Improvement

If applicable to Scope of Work, HC-BHC shall and shall ensure that any Laboratories used by HC-BHC shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

g. Clean Air, Clean Water, EPA Regulations

If this agreement, including amendments, exceeds \$100,000 then HC-BHC shall comply and cause all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. HC-BHC shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

h. Energy Efficiency

HC-BHC shall comply and cause all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy

conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94- 163).

i. Resource Conservation and Recovery

HC-BHC shall comply and cause all subcontractors to comply with 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 Part 247.

j. Audits

HC-BHC shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

k. Truth in Lobbying

HC-BHC certifies, to the best of the HC-BHC's knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of HC-BHC, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (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, 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, HC-BHC shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) HC-BHC shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

l. Conflict of Interest Safeguards

- (1) HC-BHC and its subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include

safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For purposes of implementing policies and procedures required in this section, HC-BHC shall apply the definitions in the State Public Ethics Law as if they applied to HC-BHC for "Actual conflict of interest," ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "client of household," ORS 244.020(12).

- (2) HC-BHC shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.
- (3) "HC-BHC" for purposes of this section includes all HC-BHC's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with the HC-BHC; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them.
- (4) HC-BHC shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

m. HIPAA Compliance

- (1) The parties acknowledge and agree that each of OHA and HC-BHC is a "covered entity" for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA and HC-BHC shall comply with HIPAA to the extent that any work or obligations of OHA arising under this agreement are covered by HIPAA.
- (2) HC-BHC shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this agreement and with HIPAA. HC-BHC shall comply and cause all subcontractors to comply with HIPAA and all the HIPAA provisions listed in the Health Share of Oregon Core Contract.
- (3) HIPAA Information Security. HC-BHC shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.

COPY

July 31, 2014

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intra-Agency Agreement with
Clackamas County Health Centers, Behavioral Health Clinic to provide
Outpatient Mental Health Services

Purpose/Outcomes	To provide outpatient mental health services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County.
Dollar Amount and Fiscal Impact	The contract does not contain an upper limit; expenditures are controlled by Behavioral Health Division staff who pre-authorize and monitor services on an on-going basis.
Funding Source	Oregon Health Authority - no County General Funds are involved.
Safety Impact	None
Duration	Effective August 1, 2014 and terminates on June 30, 2015
Previous Board Action	No previous Board Acton has been taken.
Contact Person	Jill Archer, Director – Behavioral Health Division - 742-5336
Contract No.	6812

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Agreement with Clackamas County Health Centers, Behavioral Health Clinic for outpatient mental health services for persons covered by Oregon Health Plan.

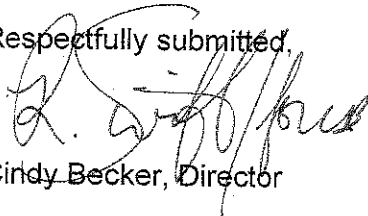
Outpatient mental health services include an array of treatment such as individual and group therapy, skills training, case management and psychiatric services for persons enrolled in services through Clackamas County Behavioral Health Division. The Behavioral Health Division has partnered with Clackamas County Health Centers, Behavioral Health Clinic for behavioral health services since 2014. This contract is a continuation of these services.

The contract is effective August 1, 2014 and continues through June 30, 2015. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

**INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS HEALTH CENTERS
BEHAVIORAL HEALTH CLINIC
AND
CLACKAMAS BEHAVIORAL HEALTH DIVISION**

Agreement # 6812

This agreement is made between **Clackamas County Health Center Behavioral Health Clinic (HC-BHC)** and **Clackamas County Behavioral Health Division (BHD)**. The parties agree as follows:

HC-BHC will provide outpatient behavioral health services as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein to Oregon Health Plan Medicaid recipients enrolled with Health Share of Oregon/Clackamas.

1.0 Term

Services provided under the terms of this agreement shall commence **August 1, 2014**. This agreement shall terminate **June 30, 2015** unless terminated by one or both parties as provided for in paragraph 6.0 below. This agreement may be renewed annually and amended by mutual written consent of both parties.

2.0 Compensation and Fiscal Records

2.1 Compensation. BHD shall compensate HC-BHC as specified in Exhibit C, Compensation and Payment, for satisfactorily performing contracted services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

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

2.3 Financial Records. HC-BHC and its subcontractors shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records and supporting documents 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 HC-BHC were in excess of the amount to which HC-BHC was entitled, HC-BHC shall repay the amount of the excess to BHD.

3.0 Manner of Performance

3.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. HC-BHC shall comply with all Federal, State and local laws, rules and regulations 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 F, Compliance with Applicable Law, attached hereto and incorporated herein. HC-BHC shall comply with OAR 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127.649, Patient Self-Determination Act.

3.2 Subcontracts. HC-BHC shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from BHD. HC-BHC shall not be relieved of any of HC-BHC's obligations hereunder by virtue of any such subcontract, and shall remain directly responsible for compliance with all the terms of this agreement.

4.0 General Conditions

4.1 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 HC-BHC and BHD.

4.2 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.

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

4.4 Future Support. BHD 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.

4.5 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.

5.0 Termination

5.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon ninety (90) business days notice, in writing and delivered by certified mail or in person.

5.2 Termination With Cause. BHD may terminate this agreement effective upon delivery of written notice to HC-BHC, or at such later date as may be established by BHD, under any of the following conditions:

5.2.1 The terms of the OHP Medicaid Demonstration Project are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding authorized by this agreement.

5.2.2 The termination, suspension or expiration of the Health Share of Oregon Participating Agreement.

5.2.3 BHD 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. Alternatively, the parties may agree to modify the agreement to accommodate a reduction in funding.

5.2.4 BHD has evidence that HC-BHC has endangered or is endangering the health or safety of clients, staff or the public. HC-BHC shall ensure the orderly and reasonable transfer of care in progress with clients and shall work with BHD staff to accomplish same.

5.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of HC-BHC, or the lapse, relinquishment, suspension, expiration, cancellation or termination of HC-BHC's insurance as required in this agreement.

5.2.6 HC-BHC's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage HC-BHC's affairs, or the judicial declaration that HC-BHC is insolvent.

Clackamas County Health Centers – Behavioral Health Clinic

5.2.7 If HC-BHC fails to perform any of the other provisions of this agreement, or fails to pursue the work of this agreement in accordance with its terms, and after receipt of written notice from BHD, fails to correct such failures within ten (10) business days or such longer period as BHD may authorize.

5.3 Notice of Default. BHD may also issue written notice of default (including breach of contract) to HC-BHC and terminate the whole or any part of this agreement if HC-BHC substantially fails to perform the following specific provisions: Exhibit D(2)(A) Licenses and, Certification; Exhibit D(2)(C) Quality Assurance and Utilization Review; and Exhibit D(3) Recordkeeping and Reporting. The rights and remedies of BHD related to defaults (including breach of contract) by HC-BHC shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

5.4 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. HC-BHC and BHD shall continue to perform all duties and obligations under this agreement with respect to clients under care of HC-BHC to the date of termination.

This agreement consists of five (5) sections plus the following exhibits and attachments, which by this reference are incorporated herein:

Exhibit A	Definitions
Exhibit B	Scope of Work
Exhibit C	Compensation and Payment
Exhibit D	General Performance Standards
Attachment 1	Invoice Template
Attachment 2	DSN Report 2014

**CLACKAMAS BHD
HEALTH CENTERS**

**CLACKAMAS BHD
BEHAVIORAL HEALTH DIVISION**

Richard Swift
Interim Director

Jill Archer
Director

Date

Date

**CLACKAMAS BHD
HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT**

Cindy Becker
Director

Date

EXHIBIT A

DEFINITIONS

Whenever used in this Intra-Agency Agreement, the following terms shall have the meanings set forth below:

Agreement: this Intra-Agency Agreement between BHD and HC-BHC for the provision of services.

Allowable Costs: costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this contract

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health

CCO: Coordinated Care Organization is an entity that has been certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care services

Community Outcome Management and Performance Accountability Support System (COMPASS): the AMH project to implement a new contracts system, roll out an optional free electronic health records systems (OWITS), and enhance the collection of data through MOTs

Covered Services: medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of Health Services" and limited in accordance with OAR 410-141-3420, "Billing and Payment" for OHP Members. The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the Clackamas County Health Share of Oregon/Clackamas Participation Agreement and OARs. Covered Services may also refer to authorized services provided to uninsured, indigent clients.

Department: AMH contracts with BHD to establish and finance community mental health and addition programs; BHD, in turn, subcontracts certain services to HC-BHC

DHS: Department of Human Services of the State of Oregon

Federal Funds: funds paid to HC-BHC under this contract that are received from an agency, instrumentality or program of the Federal government of the United States

Health Share of Oregon: a Coordinated Care Organization serving Oregon Health Plan enrollees of Clackamas, Multnomah and Washington Counties.

Individual: an individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

Mental Health Services: treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others

Medicaid: Federal funds received by OHA under the Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of State medical assistance program by OHA

Misexpenditure: money, other than an overexpenditure disbursed to HC-BHC by BHD under this agreement and expended by HC-BHC that:

- (a) is identified by the Federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal government has requested reimbursement by the State of Oregon and whether in the form of a Federal determination of improper use of Federal funds, a Federal notice of disallowance, or otherwise; or

- (b) is identified by the BHD, State of Oregon or OHA as expended in a manner other than that permitted by this agreement, including without limitation, any money expended by HC-BHC, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) is identified by the BHD, State of Oregon or OHA as expended on the delivery of a service that did not meet the standards and requirements of this agreement with respect to that service

Measures and Outcomes Tracking System (MOTS): the AMH data system that stores client data submitted by HC-BHC and/or BHD

OAR: Oregon Administrative Rules duly promulgated by the Oregon Health Authority and as amended from time to time.

OHA: the State of Oregon, acting by and through its Oregon Health Authority.

OHP Member: an individual found eligible by a division of the Oregon Department of Human Services to receive services under the OHP (Oregon Health Plan) Medicaid Demonstration Project or State Children's Health Insurance Program and who is enrolled with BHD as Health Share of Oregon/Clackamas.

Oregon Web Infrastructure for Treatment Services (OWITS): is 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data, and 2) a system to manage the AMH services

Primary Source Verification: verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner. Examples of primary source verification include, but are not limited to, direct correspondence, telephone verification and internet verifications.

Third Party Resources: any individual, entity, or program that is, or may be, liable to pay all or part of the cost of any Covered Service furnished to an OHP Member, including but not limited to: private health insurance or group health plan; employment-related health insurance; medical support from absent parents; workers' compensation; Medicare; automobile liability insurance; other federal programs such as Veteran's Administration, Armed Forces Retirees and Dependent Act, Armed Forces Active Duty and Dependents Military Medical Benefits Act, and Medicare Parts A and B; another state's Title XIX, Title XXI or state-funded Medical Assistance Program; and personal estates.

Valid Claim: an invoice, in the form of a CMS 1500 claim form, submitted for payment of covered health services rendered to an eligible client that is submitted within the required 90 days from the date of service or discharge and that can be processed without obtaining additional information from the provider of the service or from a third party. A valid claim is synonymous with the federal definition of a clean claim as defined in 42 CFR 447.45(b).

EXHIBIT B
SCOPE OF WORK

Outpatient Mental Health Services:

HC-BHC shall follow the Medical Necessity Criteria and Utilization Guidelines as outlined in the Health Share of Oregon Adult Utilization Management Guidelines and Child and Family Utilization Management Guidelines.

HC-BHC shall ensure clinical staff are trained in the use of these guidelines including the service description, admission, continued stay and transition criteria

HC-BHC shall ensure clinical staff are trained in the use of the Treatment Registration Form for initial and continued stay funding requests.

HC-BHC shall provide a responsive, 24-hour, seven day per week coverage system to ensure access to services.

Program Performance Measures

At a minimum, HC-BHC shall track the performance measures identified below and detailed in program instructions prepared by BHD and incorporated into this contract by reference.

Program Goal	Performance Measure	Target # or %	Monthly Source
Maintain required access for routine, urgent and emergent appointments	Percent of individuals receiving routine initial appointments within 14 days of request	Target: 100%	Provider access reports Secret shopper calls Anecdotal information from clients and other partners, crisis lines
Ensure adequate and timely follow-up care for consumers after discharge from a hospital for mental illness	Percent of consumers who have an ambulatory mental health visit within seven (7) days of hospital discharge	Target: 90%	HSO Claims Data
Global Payment Implementation Measure All consumers receiving care after April 1, 2014 dates of service will have an authorization under new regional levels of care	Percent of consumers who have a regional level of care authorization documented in CIM by April 1, 2014 Percent of total individuals served with denied encounters for "no authorization" for service dates after April 1, 2014	Target: 100% Target: 0%	HSO Claims Data
Levels of Care will be assigned accurately and with inter-rater reliability	Percent inter-rater reliability on the LOC assignment based on concurrent review of 10% of total monthly new authorizations up to a maximum of 30	Target: 75%	Agency Inter-rater reliability report HSO inter-rater reliability concurrent review

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Program Goal	Performance Measure	Target # or %	Monthly Source
Consumers are receiving the intensity of service that's within the LOC range	Ratio of Average Encounters Per Authorization Served by Level of Care to Target Average Encounters Served by Level of Care	Target: 75%	HSO Claims Data
Improve outcomes by the use of Treat to Target tools	Percent of consumers that have reached the target number of treatment sessions with positive outcomes Percent of consumers served that are evaluated using an outcomes measurement instrument.	Target: 50% Target: 50%	New treat to target outcome measures developed and implemented by Health Share of Oregon.

HC-BHC shall participate with BHD in evaluation of contracted project/service outcomes, satisfaction surveys, or performance, and to make available all information required by such evaluation process. This includes providing BHD with data necessary to verify consumer counts, service provision, and outcome measures.

EXHIBIT C

COMPENSATION AND PAYMENT

For services provided under the alternate payment methodology:

1. Contract Funding for Level of Care A, B, C, and D Outpatient Services.
 - a. The estimated requirements funding for these services is subject to the limitations and requirements detailed in this contract.

Baseline OHP Global Budgets for HC-BHC were based on July 2012 through June 2013 allowed paid claims for Outpatient Services associated with Child and Adult Levels of Care A, B, C, and D.
 - b. BHD will pay HC-BHC on a monthly allocation basis using the available annual budget amount. For the time periods listed below, BHD will pay the HC-BHC as follows:
 - August 1, 2014 through December 31, 2014: HC-BHC will be notified in writing of limit.
 - c. Phase 2 Global Budget Payment Methodology: August 2014 through December 2014

BHD will continue to pay HC-BHC on a monthly allocation basis. HC-BHC will be notified in writing of the monthly allocation amounts as well as the methodology used in determining them.
 - d. Funding and monthly allocations will be unilaterally adjusted by BHD as necessary to meet service level requirements and to ensure the funds are being utilized to the maximum benefit of Health Share of Oregon members.
 - e. Phase 3 Global Budget Payment Methodology: January 2015 through June 2015

BHD will notify HC-BHC of the payment methodology and rates of payment in writing prior to January 1, 2015.
2. Global Budget Payments. HC-BHC will submit a monthly interfund request by the 10th of the month for services provided the prior month. HC-BHC may use the invoice template provided (Attachment 1) and include it with the interfund. HC-BHC will reference agreement # **6812** on all interfund requests and correspondence regarding this agreement. Submit interfund requests to:

Clackamas County Behavioral Health Division
Attn: Jill Archer
County Interoffice: PSB # 260

EXHIBIT D

STATEMENT OF GENERAL CONDITIONS

1. Interpretation and Administration of Agreement

HC-BHC acknowledges that this agreement between BHD and HC-BHC is subject to the underlying Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement between Health Share of Oregon and BHD, the Health Plan Services Contract between the Oregon Health Authority and Health Share of Oregon, the Oregon Revised Statutes concerning the Oregon Health Plan, and other applicable Oregon statutes and administrative rules concerning mental health services. If HC-BHC believes that any provision of this agreement or BHD's interpretation thereof is in conflict with Federal and State statutes or regulations, HC-BHC shall notify BHD in writing immediately.

HC-BHC agrees to provide medically necessary services within the scope of its practice and license (hereinafter referred to as "services") to individuals assessed as having an eligible mental health condition specified in the Oregon Health Plan "Prioritized List of Mental Health Conditions", can benefit from those services, and as described below when authorized by BHD's treatment authorization process. HC-BHC shall provide services in accordance with OAR 410-141-3120 "Operations and Provision of Health Services"; OAR 410-141-3420 "Billing and Payment"; and all DHS Rules in OAR Chapter 309 and any other administrative rules to which HC-BHC is subject, as such rules may be amended from time to time. These laws, rules and regulations, are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated. Services provided under this agreement are to be within the scope of HC-BHC's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services.

2. General Performance Standards

BHD shall monitor services provided by HC-BHC and has the right to require HC-BHC's compliance with OHA and Health Share of Oregon established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement. HC-BHC will notify BHD immediately in writing regarding issues related to access to care or any other potential violation of the conditions stated in this agreement.

a. Licenses and Certifications

By signing this agreement, HC-BHC assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of HC-BHC's employees and independent contractors providing direct service and for all of HC-BHC's facilities in which services are provided. HC-BHC assures that it is certified under OAR 309-012-0130 – 309-012-0220 or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services. HC-BHC will promptly notify BHD of the initiation of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations as well as any changes in HC-BHC's practice ownership or business address, along with any other problem or situation that may relate to the ability of HC-BHC to carry out the duties and obligations of this contract.

b. Eligibility and Authorization of Services

HC-BHC shall verify eligibility and enrollment of clients prior to providing and billing for service and obtain authorization for the provision of covered services as necessary and appropriate

according to BHD policies and procedures. HC-BHC shall participate in the BHD concurrent review process. HC-BHC understands that authorization for services will be based upon this review process.

c. Quality Assurance and Utilization Review

HC-BHC shall cooperate with, and participate in, BHD's quality assurance and utilization review programs. HC-BHC shall also participate in Health Share of Oregon quality initiatives as developed. Further, HC-BHC shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided to clients.

HC-BHC shall work with BHD staff to ensure that authorized services provided by HC-BHC to clients are the most appropriate and cost efficient, and least restrictive. HC-BHC staff shall make records available to BHD staff on site upon reasonable notice for purposes of utilization review.

d. Contractual Compliance

HC-BHC shall ensure that all providers and staff employed or contracted by HC-BHC who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

e. Provider Appeal Process

HC-BHC shall have the right to appeal actions by BHD or decisions concerning interpretation of the Health Share of Oregon/Clackamas Risk Accepting Entity Agreement as they apply to this agreement. Appeals shall be made in writing.

Appeals related to administrative or clinical decisions and all other matters shall be made to BHD Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

3. Clinical Standards

a. Clinical Guidelines

HC-BHC shall adopt clinical guidelines that inform mental health practitioners, clients, family members and advocates with evidence-based information about mental illness and appropriate treatment options. Clinical guidelines should be based on a systematic evaluation of research evidence; be designed to assist, rather than dictate, clinical decision-making; and are to be applied on a case-by-case basis. Such guidelines should provide recommendations for appropriate care based on scientific evidence and professional consensus; support for professional standards, quality improvement activities and education; and a basis for comparing current practice to evidence-based best practices. HC-BHC shall make such guidelines available to BHD upon request.

b. Outcome Measure

HC-BHC shall adopt the use of a measure of clinical outcomes that demonstrates a change in client status following an episode of treatment. The measurement tool adopted shall identify changes in symptoms, functioning, quality of life, adverse events or satisfaction. HC-BHC shall make information about outcome measures used available to BHD upon request.

c. Coordination of Care

- (1) HC-BHC shall develop, implement and participate in activities supportive of a continuum of care that integrates mental health, addiction and physical health interventions in ways that are seamless and whole to the client. Integration activities may span a continuum ranging from communication to coordination to co-management to co-location to the fully integrated, person-centered health care home.
- (2) To insure appropriate coordination of services to enrolled individuals, HC-BHC shall collaborate with allied agencies in the local service area, including but not limited to primary care clinics, housing authorities, chemical dependency agencies, juvenile justice, school districts, and Department of Human Resources, Child Welfare programs. HC-BHC will make every effort to obtain a signed Release of Information at the onset of treatment, notifying the service partner in writing of preliminary diagnosis and prescribed medications, notifying of any major changes or medical complications that occurred during the course of treatment and notifying upon termination of treatment.
- (3) HC-BHC shall coordinate with BHD on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:
 - (i) HC-BHC shall coordinate with BHD on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. HC-BHC shall coordinate with BHD and the acute or sub-acute care provider on discharge planning and the development of community resources to aid in the timely discharge and community placement of the client. HC-BHC shall assure an appointment with an appropriate provider within seven (7) days of discharge from acute care, sub-acute care or psychiatric residential treatment care.
 - (ii) HC-BHC shall coordinate with BHD on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.
 - (iii) HC-BHC shall refer clients for a Level of Service Intensity Determination Screening when a higher intensity of service appears warranted.
 - (iv) HC-BHC shall coordinate with BHD to obtain Long Term Care Determination for appropriate clients.

d. Crisis Response

HC-BHC will be responsible for twenty-four hour, seven days a week crisis response for their enrolled individuals. HC-BHC shall establish and follow a system for appropriate and timely response to emergency needs of individuals. During the period of service, HC-BHC shall respond to all enrolled client emergencies. "Emergency" shall mean the sudden onset of a mental health condition manifesting itself by acute symptoms and one or more of the following circumstances are present: (1) the client is in imminent or potential danger of harming himself or others as a result of an eligible condition; (2) the client shows symptoms, e.g., hallucinations, agitation, delusions, etc., resulting in impairment in judgment, functioning and/or impulse control severe enough to endanger his or her own welfare or that of another person; or (3) there is an immediate need for Services as a result of, or in conjunction with, a very serious situation such as an overdose, detoxification, potential suicide or violence. HC-BHC will have a system of crisis response to individuals enrolled in their program. At a minimum, HC-BHC will have a clinician available by phone for consultation at all times. This clinician shall be familiar with the case or shall have the ability to contact clinician(s) familiar with the case.

e. Standards of Care

BHD promotes resilience in and recovery of the clients it serves. BHD supports a system of care that promotes and sustains a client's recovery from a mental health condition by identifying and building upon the strengths and competencies within the person to assist them in achieving a meaningful life within their community. Consistent with these values, HC-BHC shall:

- (1) Provide services in a manner that assures continuity and coordination of the health care services provided to each client;
- (2) Accept clients for treatment on the same basis that HC-BHC accepts other clients and render services to clients in the same manner as provided to HC-BHC's other clients. HC-BHC shall not discriminate against clients because of source of payment, race, ethnicity, gender, gender identity, gender presentation, sexual orientation, national origin, ancestry, religion, creed, marital status, familial status, age, except when program eligibility is restricted to children, adults or older adults, source of income, disability and diagnosis;
- (3) Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition. HC-BHC shall comply with access standards as set forth in OAR 410-141-3220 "Accessibility";
- (4) Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- (5) Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- (6) Advise or advocate on behalf of clients in regard to treatment options, without restraint from BHD;
- (7) HC-BHC shall employ a system of internal review to evaluate the care being provided within the agency, to modify service plans, adjust level of care being provided and consider duration of treatment. HC-BHC will have a system of internal utilization management to assure that services are provided within the authorization maximum dollar amount, when applicable.
- (8) HC-BHC shall have written policies and procedures that insure individuals receive a Notice of Action when service is denied, terminated, suspended or reduced without the client's agreement.
- (9) HC-BHC shall have written policies and procedures related to consumer complaints as referenced in OAR 309-019-0125 and OAR 410-141-0260 through 410-141-0266.

4. Encounter Submissions

a. Usual and Customary Charges

HC-BHC shall bill BHD according to their Usual and Customary fee schedule. HC-BHC shall base their Usual and Customary charges on a cost study that is updated annually.

b. Compensation

HC-BHC shall be reimbursed at the BHD reimbursement rates in effect as of the date of service or billed charges, whichever is less.

c. Third Party Resources and Coordination of Benefits

HC-BHC shall bill and collect from liable third party resources prior to billing BHD. If both the third party resource and BHD reimburse HC-BHC for the same service, BHD shall be entitled to a refund for the exact amount of duplicate payment received by HC-BHC.

HC-BHC shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to BHD on an individual client basis. HC-BHC shall make these records available for audit and review consistent with the provisions upon request.

If HC-BHC has knowledge that a client has third-party health insurance or health benefits, or that either client or HC-BHC is entitled to payment by a third party, HC-BHC shall immediately so advise BHD.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", BHD reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. BHD may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

d. Encounter Data

HC-BHC shall submit to BHD accurate and complete encounter data in the form of a CMS 1500 claim form for each contact with a client. To encounter data and receive payment, when applicable, HC-BHC shall submit a CMS 1500 claim form to BHD's Third Party Administrator, Performance Health Technology Ltd (PH Tech). HC-BHC shall use its best efforts to supply encounter data once a month, and shall in all cases, supply encounter data no later than 120 calendar days after a contact with a client in accordance with OAR 410-141-3420, "Billing and Payment". Each encounter claim shall include such information as required in the Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement and meet specifications as a Valid Claim. HC-BHC shall use the most current DSM Multi-Axial Classification System. DSM codes shall be reported at the highest level of specificity. Claims may be submitted to PH Tech in either paper or electronic format.

PH Tech shall pay HC-BHC on behalf of BHD, by the 45th business day after a valid claim is received, fee-for-service payments as specified in section 1 above. BHD shall have no obligation to make payment to HC-BHC if HC-BHC fails to obtain a valid authorization to provide services, fails to verify eligibility for Covered Services and the individual is not an eligible client on the date of service, if the services provided are not Covered Services, or if HC-BHC fails to submit fee-for-service bills within 120 calendar days of the date of service. The timely filing requirement is extended to 12 months when there is a Third Party Resource as the primary payor and to 12 months when Medicare is primary. To be considered for payment, claims resubmission requests submitted by HC-BHC must be received by PH Tech within 120 days of the date of the first denial.

e. Non-Covered Services

HC-BHC shall follow OAR 410-141-3420, "Billing and Payment", when submitting fee-for-service claims for services provided to OHP Members that are not Covered Services.

f. Payment in Full

Except as expressly provided below, payments to HC-BHC made by BHD for services provided under the terms of this agreement shall constitute payment in full. OAR 410-141-3420, "Billing and Payment", HC-BHC shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against OHA or any client for services contracted hereunder, either during the term of this agreement or at any time later, even if BHD becomes insolvent. This provision shall not prohibit collection for non-covered services that may be the responsibility of the client or any permitted co-pays, co-insurance, deductibles or any other cost sharing, if any and as applicable. HC-BHC may bill and collect separately for those costs which are lawfully the responsibility of the client. When combined with all sources of payment, BHD's payment to HC-BHC shall not exceed the reimbursement amount in effect as of the date of service.

g. Overpayments

Any payments made by BHD to which HC-BHC is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by HC-BHC within thirty (30) calendar days of the discovery, in accordance with OAR-410-120-1280, "Billing" and OAR 410-120-1397, "Recovery of Overpayments to Providers – Recoupments and Refunds". HC-BHC must not seek payment from clients for any covered services, except any coinsurance, co-payments, and deductibles expressly authorized by OAR-410-120 or OAR-410-141. A client cannot be billed for services or treatment that have been denied due to provider error (e.g. required documentation not submitted, prior authorization not obtained, non-covered diagnosis, etc.).

5. Staff Standards

BHD delegates to HC-BHC the credentialing and recredentialing of employed and contracted staff who provide services to clients under this agreement. Pursuant to OAR 410-141-3120 "Operations and Provision of Health Services", HC-BHC must, at a minimum, obtain and verify documents that provide evidence of primary source verification of credentials as follows:

- Appropriate education and academic degrees, as required;
- Licenses or certificates, as required;
- Relevant work history or qualifications, as required;
- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
- Positive clearance by the National Practitioner Data Bank, as required;
- Positive clearance through the General Services Administration System for Award Management (SAM) at time of hire and monthly thereafter; and
- Positive clearance through the Office of Inspector General's List of Excluded Individuals/Entities at time of hire and monthly thereafter.

HC-BHC shall not permit any person to provide services under this agreement if that person is listed on the non-procurement portion of the General Service Administration's SAM in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (2 CFR Part 180).

In addition, HC-BHC shall not permit any person to provide services under this agreement who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 "Program Integrity – Medicare and State Health Care Programs Subpart B". HC-BHC may not submit claims for services provided after the date of such exclusion, conviction or termination.

HC-BHC assures that all HC-BHC employees and independent contractors providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licensed or registered pursuant to OAR 410-141-3120. HC-BHC 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.

HC-BHC ensures that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. HC-BHC shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements.

BHD reserves the right to review, upon reasonable notice and at HC-BHC's site, the actual documents describing the credentials of HC-BHC's employees and independent contractors for purposes of verification.

6. Recordkeeping

a. Clinical Records, Access and Confidentiality

- (1) Clinical Records. HC-BHC shall ensure maintenance of recordkeeping consistent with OAR 410-141-3180, "Record Keeping and Use of Health Information Technology." The clinical record shall fully document the mental condition of the client and the services received by the client under this agreement. All clinical records relevant to this agreement shall be retained for at least seven (7) years after the date of clinical services for which claims are made, encounters reported, final payment is made, or all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven-year-period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven-year-period, whichever is later.
- (2) Government Access to Records. At all reasonable times, HC-BHC and its subcontractors shall provide the Center for Medicare and Medicaid Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Department of Human Services Office of Payment Accuracy and Recovery, OHA, BHD and all their duly authorized representatives the right of access to HC-BHC's financial (including all accompanying billing records), clinical/medical, and personnel records that are directly pertinent to this agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness and timeliness of services provided, and the capacity of HC-BHC to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. HC-BHC shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.

- (3) Confidentiality and Privacy of Records. The confidentiality of information concerning clients is subject to State and Federal guidelines, including but not limited to State (ORS 179.505 through 179.507, ORS 192.502, ORS 411.320, ORS 433.045(3)) and Federal (42 CFR Part 2, 42 CFR Part 431, Subpart F, 45 CFR 205.50) confidentiality laws and regulations. HC-BHC and BHD shall not use, release, or disclose any information regarding a client for any purpose not directly connected with the administration of this agreement or under Title XIX of the Social Security Act, except with the written consent of the client or, if appropriate, the client's parent or guardian, or unless otherwise authorized by law. HC-BHC shall ensure that its agents, employees, officers and subcontractors with access to client records understand and comply with this confidentiality provision.
- (4) Release of Information. HC-BHC shall assure that BHD and any other cooperating health service providers have access to the applicable contents of the client's clinical record when necessary for use in the diagnosis or treatment of the client, to the extent such access is permitted by law. HC-BHC shall release mental health service information requested by BHD or a provider involved in the care of a client within ten (10) business days of receiving a signed release. Except as provided in ORS 179.505(9), HC-BHC shall provide the client or the client's legal guardian access to client's record and provide copies within ten (10) business days of any request for copies.
- (5) External Review. HC-BHC shall cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, services under this agreement in accordance with 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).
- (6) Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal HC-BHC responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

b. Financial Records

- (1) HC-BHC shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. HC-BHC shall make such policies and procedures available to BHD upon request.
- (2) HC-BHC 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. HC-BHC shall make reports and fiscal data generated under and for this agreement available to BHD upon request.
- (3) BHD shall conduct a fiscal compliance review of HC-BHC as part of compliance monitoring of this agreement. HC-BHC agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of HC-BHC which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. BHD shall monitor compliance with BHD's financial reporting and accounting requirements.
- (4) HC-BHC may be subject to audit requirements. HC-BHC 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 OAR 801-030-0005, the independence rules contained within Governmental Auditing Standards (2011

Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over HC-BHC.

- (5) HC-BHC shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. HC-BHC shall make such procedures and documentation of resolution of audit findings available to BHD upon request.
- (6) Limited Scope and Full Audits shall be completed within nine (9) months of the close of HC-BHC's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to BHD within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

7. Reporting

a. Abuse Reporting

HC-BHC 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 HC-BHC were a mandatory abuse reporter. If HC-BHC is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. HC-BHC 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.

b. Behavioral Health Electronic Data System

HC-BHC shall participate in the Oregon Health Authority (OHA)'s Enhanced Data Capture for all clients receiving Covered Services under this agreement. HC-BHC shall submit all data to OHA via formats approved by OHA. HC-BHC shall submit data in accordance with OHA timelines.

c. Delivery System Network (DSN) Provider Capacity Report

HC-BHC shall submit the DSN Provider Capacity report (Attachment 2) to BHD in the prescribed format within thirty (30) days of the effective date of this agreement, indentifying all staff and independent contractors who will provide services to clients under this agreement. In addition, the DSN Provider Capacity Report shall be updated and resubmitted monthly to BHD.

d. Access to Care

HC-BHC shall submit the online regional access report to BHD in the prescribed format by the 15th of the month following services delivered.

8. Monitoring

a. Agreement Compliance Monitoring

BHD and OHA shall conduct agreement compliance and quality assurance monitoring related to this agreement. HC-BHC shall cooperate with BHD and OHA in such monitoring. BHD shall provide HC-BHC twenty (20) business days written notice of any agreement compliance and quality assurance monitoring activity that requires any action or cooperation by HC-BHC. Notice

of monitoring shall include the date the monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

Should HC-BHC found to be out of compliance with any requirement of this agreement, the following actions may be taken by BHD until the issue is resolved:

- Request a conference of the parties to determine the need for technical assistance
- Require a corrective action plan
- Disallow referral of new clients to HC-BHC
- Put HC-BHC on probationary status and suspend billing authority

Should the issue remain unresolved, BHD may consider HC-BHC in breach and may terminate this agreement.

b. External Quality Review

HC-BHC agrees to participate with BHD in any evaluation project or performance report as designed by BHD or applicable State or Federal agency. HC-BHC shall make all information required by any such evaluation project or process available to BHD or BHD's designee within thirty (30) business days of request.

9. Fraud and Abuse

HC-BHC shall comply with, and as indicated, cause all employees and subcontractors to comply with, the following requirements related to fraud and abuse. All elements of this Fraud and Abuse exhibit apply to services provided to uninsured, indigent individuals with the exception of reports to the Medicaid Fraud Control Unit (MFCU) which do not apply to indigent services.

a. General

- (1) HC-BHC, its employees and subcontractors shall comply with all provisions of the False Claims Act established under sections 3729 through 3733 of title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any Oregon laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in 42 USC 1320a-7b).
- (2) HC-BHC, its employees and subcontractors shall comply with Oregon laws pertaining to false claims including the following: ORS 411.670 to 411.690 (submitting wrongful claim or payment prohibited; liability of person wrongfully receiving payment; amount of recovery); ORS 646.505 to 646.656 (unlawful trade practices); ORS chapter 162 (crimes related to perjury, false swearing and unsworn falsification); ORS chapter 164 (crimes related to theft); ORS chapter 165 (crimes involving fraud or deception), including but not limited to ORS 165.080 (falsification of business records) and ORS 165.690 to 165.698 (false claims for health care payments); ORS 659A.199 to 659A.224 (whistle blowing); OAR 410-120-1395 to 410-120-1510 (program integrity, sanctions, fraud and abuse); and common law claims founded in fraud, including Fraud, Money Paid by Mistake and Money Paid by False Pretenses.
- (3) HC-BHC shall include information in its employee handbooks or other appropriate documents on laws described above, regarding the rights of employees to be protected as whistleblowers.

- (4) HC-BHC shall further have policies and procedures for detecting and preventing fraud, waste and abuse that shall, at a minimum, include a process for monitoring and auditing files, claims and staff performance.
- (5) Entities receiving \$5 million or more annually (under this contract and any other OHP contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and Abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).
- (6) Certify when submitting any claim for the provision of OHP services that the information submitted is true, accurate and complete. HC-BHC shall acknowledge HC-BHC's understanding that payment of the claim will be from Federal and State funds and that any falsification or concealment of a material fact may be prosecuted under Federal and State laws.

b. Fraudulent Billing and False Claims

- (1) HC-BHC will report verified and suspected cases of fraud and abuse to the Medicaid Fraud Control Unit (MFCU) and BHD within five (5) business day of discovery.
- (2) If it is determined that services billed by HC-BHC were fraudulently billed, or that a false claim was submitted, or that an instance of abuse has occurred, the following disciplinary actions may be taken by BHD:
 - If abuse is determined, consider restitution of funds based on the severity of the abuse identified.
 - If fraud is determined or a false claim verified, require restitution of funds.
 - If the action identified is determined to be non-intentional, require a corrective action plan
 - Put HC-BHC on probationary status and suspend billing authority until the issue is resolved
 - Termination of this agreement
- (3) BHD shall promptly refer all verified cases of Medicaid fraud and abuse to the MFCU, consistent with the Memorandum of Understanding between the State of Oregon Department of Human Services and the MFCU. BHD shall also refer cases of suspected Medicaid fraud and abuse to the MFCU prior to verification.
- (4) Participation of Suspended or Excluded Providers

HC-BHC shall ensure that Covered Services may not be provided to clients by the following persons (or their affiliates as defined in the Federal Requisition Regulations):

- Persons who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issues pursuant to Executive Order 12549 or under guidelines implementing such order; and
- Persons who are currently excluded from Medicaid participation under section 1128 or section 1128A of the Act; and

- Persons who are currently excluded from providing services under the Oregon Medical Assistance Program.

c. Examples of fraud and abuse that support referral to the MFCU and BHD

- (1) HC-BHC who consistently demonstrates a pattern of intentionally reporting encounters or services that did not occur. A pattern would be evident in any case where 20% or more of sampled or audited services are not supported by documentation in the clinical records. This would include any suspected case where it appears that the provider knowingly or intentionally did not deliver the service or goods billed;
- (2) HC-BHC who consistently demonstrates a pattern of intentionally reporting overstated or up coded levels of service. A pattern would be evident by 20% or more of sampled or audited services that are billed at a higher-level procedure code than is documented in the clinical records;
- (3) Any suspected case where the HC-BHC intentionally or recklessly billed BHD more than the usual charge to non-Medicaid recipients or other insurance programs;
- (4) Any suspected case where the HC-BHC purposefully altered, falsified, or destroyed clinical record documentation for the purpose of artificially inflating or obscuring his or her compliance rating or collecting Medicaid payments otherwise not due. This includes any deliberate misrepresentation or omission of fact that is material to the determination of benefits payable or services which are covered or should be rendered, including dates of service, charges or reimbursements from other sources, or the identity of the client or provider;
- (5) Providers who intentionally or recklessly make false statements about the credentials of persons rendering care to clients;
- (6) Providers who knowingly charge clients for services that are covered services or intentionally balance-bill a client the difference between the total fee-for-service charge and BHD's payment to the HC-BHC, in violation of OHA rules.

d. Reporting suspected and verified cases of fraud or abuse

When a verified case of fraud or abuse exists, HC-BHC will report the following information to the MFCU and BHD within five (5) business day of discovery of the suspected activity:

- Provider Name, Oregon Medicaid Provider Number, address and phone
- Type of provider
- Source and nature of complaint
- The approximate range of dollars involved
- The disposition of the complaint when known
- Number of complaints for the time period.

Contact Information

Report to: Medicaid Fraud Control Unit (MFCU)
Phone: (971)673-1880
Fax: (971)673-1890
Address: 1515 SW 5th Ave., Suite 410, Portland, OR 97201

Contact Information

Report to: Clackamas Behavioral Health Division
Contact: Compliance Policy Analyst
Phone: (503)742-5335
Fax: (503)742-5304
Address: 2051 Kaen Road, Suite 367, Oregon City, OR 97045

10. Compliance with Applicable Law

HC-BHC shall comply and, as indicated, cause all employees and subcontractors to comply with the following Federal requirements. For purposes of this agreement, all references to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

a. Miscellaneous Federal Provisions

HC-BHC shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to this Contract or to the delivery of Work. Without limiting the generality of the foregoing, HC-BHC expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements, Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of CMHPs, 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 this Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

b. Equal Employment Opportunity

If this Contract, including amendments, is for more than \$10,000, then HC-BHC shall comply and cause all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

c. Non-Discrimination

- (1) HC-BHC shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. HC-BHC shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.
- (2) HC-BHC shall comply with and cause its subcontractors to comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

d. Advance Directives

HC-BHC shall provide adult clients with written information on Advance Directive policies and include a description of Oregon law. The written information provided by HC-BHC must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. HC-BHC must also provide written information to adult clients with respect to the following:

- (1) Their rights under Oregon law;
- (2) HC-BHC's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.
- (3) HC-BHC must inform clients that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

e. Drug Free Workplace

HC-BHC shall maintain and cause all subcontractors to maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in HC-BHC's workplace. HC-BHC shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program. HC-BHC will further comply with additional applicable provisions of the Health Share of Oregon Core Contract.

f. Clinical Laboratory Improvement

If applicable to Scope of Work, HC-BHC shall and shall ensure that any Laboratories used by HC-BHC shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

g. Clean Air, Clean Water, EPA Regulations

If this agreement, including amendments, exceeds \$100,000 then HC-BHC shall comply and cause all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. HC-BHC shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

h. Energy Efficiency

HC-BHC shall comply and cause all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy

conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94- 163).

i. Resource Conservation and Recovery

HC-BHC shall comply and cause all subcontractors to comply with 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 Part 247.

j. Audits

HC-BHC shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

k. Truth in Lobbying

HC-BHC certifies, to the best of the HC-BHC's knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of HC-BHC, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (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, 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, HC-BHC shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) HC-BHC shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

l. Conflict of Interest Safeguards

- (1) HC-BHC and its subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include

safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For purposes of implementing policies and procedures required in this section, HC-BHC shall apply the definitions in the State Public Ethics Law as if they applied to HC-BHC for "Actual conflict of interest," ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "client of household," ORS 244.020(12).

- (2) HC-BHC shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.
- (3) "HC-BHC" for purposes of this section includes all HC-BHC's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with the HC-BHC; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them.
- (4) HC-BHC shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

m. HIPAA Compliance

- (1) The parties acknowledge and agree that each of OHA and HC-BHC is a "covered entity" for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA and HC-BHC shall comply with HIPAA to the extent that any work or obligations of OHA arising under this agreement are covered by HIPAA.
- (2) HC-BHC shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this agreement and with HIPAA. HC-BHC shall comply and cause all subcontractors to comply with HIPAA and all the HIPAA provisions listed in the Health Share of Oregon Core Contract.
- (3) HIPAA Information Security. HC-BHC shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.

8

Approval of Previous Business Meeting Minutes:

June 26, 2014

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at
<http://www.clackamas.us/bcc/business.html>

Thursday, June 26, 2014 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Ben Hungerford, Gladstone – Code Enforcement issues.

~Board Discussion~

2. Steve Bates, Boring – May Election recount/results.

II. PUBLIC HEARINGS (14 Public Hearings relating to Budget)

1. Resolution No. **2014-58** Adopting the Clackamas County Budget for the 2014-2015 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2014 through June 30, 2015

Diane Padilla, Budget Manager presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Bernard: I move we approve the action and adopt the 2014-2015 budget for Clackamas County as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – it passes 5-0.

2. Resolution No. **2014-59** Adopting Changed Fees for Clackamas County for Fiscal Year 2014-2015

Laurel Butman, County Administration presented the staff report.

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

MOTION:

Commissioner Bernard: I move we approve and adopt the changed fees and fines for Clackamas County Fiscal Year 2014-2015 as presented in the Resolution.

Chair Ludlow: Second.

~Board Discussion~

Clerk call the poll.

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

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

Enhanced Law Enforcement District

3. Resolution No. **2014-60** Adopting the Enhanced Law Enforcement District Budget for the 2014-2015 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2014 through June 30, 2015

Diane Padilla, Budget Manger presented the staff report.

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

MOTION:

Commissioner Smith: I move we approve the action and adopt the 2014-2015 budget for the Clackamas County Enhanced Law Enforcement District as presented in the Resolution.

Commissioner Savas: Second.

~Board Discussion~

Clerk call the poll.

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

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

Clackamas County Extension and 4-H Service District

4. Resolution No. **2014-61** Adopting the Clackamas County Extension and 4-H Service District Budget for the 2014-2015 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2014 through June 30, 2015

Diane Padilla, Budget Manager presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Schrader: I move we approve the action and adopt the 2014-2015 budget for the Clackamas County Extension and 4-H Service District Budget as presented in the Resolution.

Commissioner Savas: Second.

~Board Discussion~

Clerk call the poll.

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

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

Library Service District of Clackamas County

5. Resolution No. **2014-62** Adopting the Library Service District of Clackamas County 2014-2015 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2014 through June 30, 2015

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

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

1. Les Poole, Gladstone – spoke in support.

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

MOTION:

Commissioner Bernard: I move we approve the action and adopt the 2014-2015 budget for the Library Service District of Clackamas County as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – it passes 5-0.

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

North Clackamas Parks & Recreation District

6. Resolution No. **2014-63** Adopting the North Clackamas Parks & Recreation District's 2014-2015 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2014 through June 30, 2015

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

~Board Discussion~

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

1. Les Poole, Gladstone – stressed the importance of a final master plan.

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

MOTION:

Commissioner Smith: I move we approve the action and adopt the 2014-2015 budget for the North Clackamas Parks and Recreation District as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: No.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – it passes 4-1.

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

Clackamas County Development Agency

7. Resolution No. **2014-64** Adopting and Appropriating Funds for the 2014-2015 Fiscal Year Budget for the Clackamas County Development Agency
Dan Johnson, Development Agency presented the staff report.
Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the action and adopt the 2014-2015 budget for the Clackamas County Development Agency as presented in the Resolution.

Commissioner Smith: Second.

~Board Discussion~

Clerk call the poll.

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

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

Service District No. 5 – Street Lighting

8. Resolution No. **2014-65** Adopting and Appropriating Funds for the 2014-2015 FY Budget for Clackamas County Service District No. 5
Wendi Coryell presented the staff report.
Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the action and adopt the 2014-2015 budget for Clackamas County Service District No. 5 as presented in the Resolution.

Commissioner Smith: Second.

~Board Discussion~

Clerk call the poll.

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

9. Resolution No. **2014-66** Setting Rates for Street Lighting Service Charges in Clackamas County Service District No. 5

Wendi Coryell presented the staff report.

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

MOTION:

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

Commissioner Schrader: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – it passes 5-0.

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

Water Environment Services

Service District No. 1, Tri-City Service District and Surface Water Management of Clackamas County

Service District No. 1

10. Resolution No. **2014-67** Adopting and Appropriating Funds for the 2014-2015 FY Budget for Clackamas County Service District No. 1

Michael Read, Water Environment Services presented the staff report.

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

MOTION:

Commissioner Savas: I move we approve the actions and adopt the 2014-2015 Budget for Clackamas County Service District No. 1 as presented in the Resolution.

Commissioner Bernard: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – it passes 5-0.

11. Board Order No. **2014-68** Amending and Adopting Rates and Charges for Clackamas County Service District No. 1

Michael Read, Water Environment Services presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Bernard: I move we amend and adopt the rates and charges for Clackamas County Service District No. 1 as presented in the Board Order.
Commissioner Savas: Second.
Clerk call the poll.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Chair Ludlow: Aye – it passes 5-0.

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

Tri-City Service District:

12. Resolution No. **2014-69** Adopting and Appropriating Funds for the 2014-2015 FY Budget for Tri-City Service District

Michael Read, Water Environment Services presented the staff report.

~Board Discussion~

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

1. Alice Richmond, West Linn – spoke in support of the budget.

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

MOTION:

Commissioner Savas: I move we approve the actions and adopt the 2014-2015 Budget for Clackamas County Tri-City Service District as presented in the Resolution.
Commissioner Bernard: Second.
~Board Discussion~
Clerk call the poll.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Chair Ludlow: Aye – it passes 5-0.

13. Board Order No. **2014-70** Amending and Adopting Rates and Charges for the Tri-City Service District

Michael Read, Water Environment Services presented the staff report.

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

MOTION:

Commissioner Schrader: I move we amend and adopt the rates and charges for Clackamas County Tri-City Service District as presented in the Board Order.
Commissioner Bernard: Second.
Clerk call the poll.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – it passes 5-0.

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

Surface Water Management of Clackamas County

14. Resolution No. **2014-71** Adopting and Appropriating Funds for the 2014-2015 FY Budget for Surface Water Management Agency of Clackamas County

Michael Read, Water Environment Services presented the staff report.

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

MOTION:

Commissioner Bernard: I move we approve the actions and adopt the 2014-2015 Budget for Clackamas County Surface Water Management Agency as presented in the Resolution.

Commissioner Smith: Second.

Clerk call the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – it passes 5-0.

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

III. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

IV. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Smith: Second.

Clerk call the poll.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – it passes 5-0.

A. Health, Housing & Human Services

1. Approval of a Construction Contract with TS Gray Construction for the Rehabilitation of the Historic Francis Ermatinger House Project in Oregon City - *Housing & Community Development*
2. Approval of a Sub-recipient Agreement with Northwest Housing Alternatives to Fund the HomeBase Program in Clackamas County – *Housing & Community Development*
3. Approval of Intergovernmental Agreement #142998, Amendment #2 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents Age 60 and Over – *Social Services*

4. Approval of Intergovernmental Agreement #145025, Amendment No.1 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program as the Regional Coordinator for the Four (4) County Metro Aging & Disabilities Resource Connection Consortium – *Social Services*
5. Approval of an Intergovernmental Sub-recipient Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents Age 60 and Over – *Social Services*
6. Approval of an Intergovernmental Sub-recipient Agreement with the City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents Age 60 and Over – *Social Services*
7. Approval of Amendment No. 1 to the Intergovernmental Agreement with Portland State University, School of Social Work and Regional Research Institute for Human Services, to Provide Training and Consultation to Clackamas County Behavioral Health Centers Staff – *Health Centers*
8. Approval to Apply to the FY 2014 Health Center Expanded Services (ES) Grant from the Health Resources and Services Administration - *Health Centers*
9. Approval of an Amendment to the Sub-Recipient Agreement with Northwest Family Services, Inc. for PreventNet Summer Program Activities – *Children, Youth & Families*
10. Approval of Amendment #2 to the Sub-Recipient Agreement with Todos Juntos, Inc. for PreventNet Summer Program Activities – *Children, Youth & Families*
11. Approval of an Intergovernmental Agreement Contract Amendment with The State of Oregon, Department of Education Youth Development Division for Prevention and Intervention Services - *Children, Youth & Families*
12. Approval of an Agency Service Contract with Children's Center for Child Abuse Medical Assessments - *Children, Youth & Families*
13. Approval of a Subrecipient Agreement with the Clackamas Children's Commission, Inc. for Screening and Home Visiting Services for High Risk Families - *Children, Youth & Families*
14. Approval of an Amendment to the Intergovernmental Agreement with The State of Oregon, Department of Human Services for Strengthening, Preserving and Reunifying Families Program Services - *Children, Youth & Families*
15. Approval of a Renewal of the Intergovernmental Agreement with Multnomah County, for a Public Health Officer – *Public Health*
16. Approval to Apply for the Public Innovative Projects and Pilots for Services to Seniors and People with Disabilities (House Rx) Grant from the State of Oregon, Department of Human Services – *Public Health*
17. Approval of an Agency Service Agreement with James Born, PsyD (Mt. Hood Counseling Service) for Outpatient Mental Health Services – *Behavioral Health*
18. Approval of an Agency Service Agreement with Cascadia Behavioral Healthcare for Assertive Community Treatment Programs - *Behavioral Health*

19. Approval of an Agency Service Agreement with Catholic Community Services of Western Washington for Crisis Stabilization Services - *Behavioral Health*
20. Approval of an Intra-Agency Agreement with Clackamas County Children, Youth and Families Division for Alcohol and Drug Prevention Strategies for Young Adults - *Behavioral Health*
21. Approval of an Intra-Agency Agreement with Clackamas County Children, Youth and Families Division for Alcohol and Drug Prevention Strategies for Families - *Behavioral Health*
22. Approval of a Subrecipient Grant Agreement with CODA, Inc. for Outpatient Mental Health Services and Outpatient Substance Abuse Services - *Behavioral Health*
23. Approval of a Subrecipient Grant Agreement with Folk Time, Inc. for Peer Support Services at the Oregon City Drop-In Center - *Behavioral Health*
24. Approval of a Subrecipient Grant Agreement with Folk Time, Inc. for Peer Support Services at the Centerstone Crisis Clinic - *Behavioral Health*
25. Approval of an Agency Service Contract with LifeWorks NW for Assertive Community Treatment Programs - *Behavioral Health*
26. Approval of an Agency Service Contract with LifeWorks NW for Early Assessment and Support Alliance (EASA) Programs - *Behavioral Health*
27. Approval of an Agency Service Contract with LifeWorks NW for Intensive Case Management, Transition Age Youth, Home-Based Stabilization Services/Child Level D and Outpatient Mental Health Services - *Behavioral Health*
28. Approval of an Agency Service Contract with LifeWorks NW for Psychiatric Day Services and Treatment Early Assessment and Support Alliance (EASA) Programs - *Behavioral Health*
29. Approval of an Agency Service Contract with LifeWorks NW for Outpatient Mental Health Services and Outpatient Substance Abuse Services - *Behavioral Health*
30. Approval of a Behavioral Health Services Agreement with Morrison Child and Family Services for Psychiatric Day Treatment for Children and Respite Services for Children - *Behavioral Health*
31. Approval of an Agency Service Agreement with Morrison Child and Family Services for Home-Based Stabilization Services/Child Level D and Outpatient Mental Health Services - *Behavioral Health*
32. Approval of an Agency Service Agreement with Oregon Health and Science University for Outpatient Mental Health Services - *Behavioral Health*
33. Approval of an Agency Service Agreement with Options Counseling Services of Oregon, Inc. for Home-Based Stabilization Services/Child Level D and Outpatient Mental Health Services - *Behavioral Health*
34. Approval of an Agency Service Agreement with Portland Dialectical Behavior Therapy Institute, Inc. for Outpatient Mental Health Services - *Behavioral Health*
35. Approval of an Agency Service Agreement with Western Psychological Counseling Services PC for Outpatient Mental Health Services - *Behavioral Health*

36. Approval of a Professional Services Agreement with Youth M.O.V.E. Oregon for a Drop-In Center and Peer Support - *Behavioral Health*
37. Approval of an Agency Service Agreement with Youth Villages, Inc. for Home-Based Stabilization Services/Child Level D and Psychiatric Residential Treatment Services - *Behavioral Health*
38. Approval of a Facilities Use Agreement with North Clackamas School District No. 12, for the Women, Infants, and Children WIC Program – *Public Health*
39. Approval of a Professional Services Agreement with Oregon Family Support Network for Family Partners - *Behavioral Health*
40. Approval of a Renewal Intra-Agency Agreement with Clackamas County Health Centers to Provide Primary Health Care for Canby, Oregon City, and Sandy School Based Health Centers – *Public Health*
41. Approval of an Intergovernmental Subrecipient Agreement with North Clackamas Parks and Recreation District, Milwaukie Center to Provide Social Services for Clackamas County Residents age 60 and Over – *Social Services*

B. Elected Officials

1. Request by the Clackamas County Sheriff's Office to Enter into an Annual Operating Plan and Financial Plan with the Oregon State Marine Board for the Clackamas County Boating Safety 2014 Action Plan - *CCSO*

C. County Counsel

1. Approval for the Designation of Newspaper for the 2014 Property Tax Foreclosure Publication

D. Department of Emergency Management

1. Approval of State Homeland Security Grant Program Agreement No. 13-305 Amendment No. 1 with the State of Oregon for WEBEOC Maintenance
2. Approval of Fiscal Year 11 Urban Area Security Initiative Local Grant Agreement with the City of Wilsonville
3. Approval of an Intergovernmental Agreement with Rivergrove Water District for the Use of Clackamas County Emergency Notification System

E. Juvenile Department

1. Approval of an Amendment to the Intergovernmental Agreement with Multnomah County for 17 Secure Custody Detention Beds

F. Technology Services

1. Approval of an ORMAP Intergovernmental Agreement Contract No. 3107 between Clackamas County and the Oregon Department of Revenue for Digital GIS Tax Lot Conversion

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of an Intergovernmental Agreement with the City of Milwaukie to Provide Assistance for Construction Management Service for Phase 2 Improvements at Milwaukie Riverfront Park

VI. WATER ENVIRONMENT SERVICES

1. Requesting Affirmation of a Settlement Agreement between Clackamas County Service District No. 1 and Kaiser Foundation Health Plan of the NW for Wastewater Service Overbilling
2. Approval of Amendment No. 1 to the Retainer Agreement between Clackamas County Service District No. 1, Tri-City Service District and Richwine Environmental Inc. for Consultant Services

VII. COUNTY ADMINISTRATOR UPDATE - None

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 12:55 PM

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

9

July 31, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

A Board Order delegating the authority of ORS 169.170 to the Clackamas County Sheriff to provide inmate work crews for public works.

Purpose/Outcomes	A delegation of authority found in ORS 169.170 to the Clackamas County Sheriff to allow the Sheriff to enter into IGA's for inmate work crews to perform public works.
Dollar Amount and Fiscal Impact	The Sheriff's Office charges \$60.00 per hour to compensate for supervision of the work crew on four current contracts.
Funding Source	
Safety Impact	
Duration	Effective upon passage of the Board. Effective indefinitely or until repealed by the Board.
Previous Board Action	The Board met on February 24, 2009 and approved the delegation of authority under ORS 169.170, but a board order implementing that delegation was never adopted.
Contact Person	CCSO Chief Deputy Kevin Layng

BACKGROUND:

On February 24, 2009, the Board of County Commissioners approved the delegation of authority under ORS 169.170 to the Sheriff to enter into IGA's to provide inmate work crews for public works. However, a Board order implementing that delegation was never adopted. The attached Board Order will formalize the delegation of authority which will allow the Sheriff to enter into IGA's for inmate work crews.

RECOMMENDATION:

Staff recommends the Board of County Commissioners adopt the proposed Board Order

Respectfully submitted,

Kevin Layng
Chief Deputy

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

IN THE MATTER OF DELEGATING
AUTHORITY OF ORS 169.170 TO
THE CLACKAMAS COUNTY SHERIFF



BOARD ORDER NO. _____

WHEREAS, ORS 169.170 allows the Board to assign county prisoners to public works; and

WHEREAS, ORS 169.170 allows the Board to delegate such authority to the Clackamas County Sheriff to administrate inmate work crews;

NOW, THEREFORE; IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Section 1: The Clackamas County Sheriff shall be delegated the authority under ORS 169.170 to enter into agreements with government agencies for the provision of inmate work crews for public works; and administrate the inmate work crew program.

DATED this ____ day of July, 2014.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



10

Karen Brisbin
Justice Of The Peace

CLACKAMAS COUNTY JUSTICE COURT

11750 SE 82ND AVE SUITE D | HAPPY VALLEY, OR 97086

July 24, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

A Resolution Appointing Justices of the Peace Pro Tempore for the
Clackamas County Justice of the Peace District

Purpose/Outcome	Approval of the Resolution Appointing Justices of the Peace Pro Tempore will appoint pro tempore judges to ensure that the Justice Court can continue to hold court during those periods of time when Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court.
Dollar Amount and Fiscal Impact	Pro Tempore judges are paid at an hourly rate of \$45.35, plus .56 cents per mile for travel to and from the court building.
Funding Source	Justice Court budget.
Safety Impact	None.
Duration	Per ORS 51.260 the term may not be for a period exceeding one year.
Previous Board Action/Review	Annual appointment per ORS 51.260.
Contact Person	Karen Brisbin, Justice of the Peace.

BACKGROUND: When Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court, justices of the peace pro tempore ensure that the Justice Court can continue to hold court. Pro tempore judges adjudicate violation or civil cases set for first appearance/arraignment or contested hearing/trial. The one individual recommended for appointment is a Clackamas County attorney in good standing with the Oregon State Bar and meets the eligibility requirements set by Oregon Revised Statutes.

The Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION: Staff recommends approval of this Resolution appointing one Clackamas County attorney to serve as a justice of the peace pro tempore during the next year.

Respectfully submitted,

Karen Brisbin
Karen Brisbin
Justice of the Peace

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

A RESOLUTION APPOINTING A
JUSTICE OF THE PEACE PRO
TEMPORE FOR THE CLACKAMAS
COUNTY JUSTICE OF THE PEACE
DISTRICT

} Resolution No.

WHEREAS, The Clackamas County Justice of the Peace District (the Justice Court) was created by the Board of County Commissioners (BCC) in February 2009, and Justice of the Peace Karen Brisbin was subsequently appointed by the Governor and has been elected to serve a six (6) year term; and

WHEREAS, Pursuant to ORS 51.260(2), the BCC may appoint a justice of the peace pro tempore to ensure that the Justice Court can continue to hold court during those periods of time when Judge Brisbin is temporarily absent or otherwise unable to hold court; and

WHEREAS, Daniel Patrick Woram is eligible to serve as a justice of the peace pro tempore being a citizen of the United States, a resident of Oregon for at least three years, and has maintained a residence or principal office in Clackamas County for at least one year immediately prior to appointment; and

WHEREAS, The BCC, upon the recommendation of Judge Brisbin, finds it is in the public interest to appoint Daniel Patrick Woram to serve as a justice of the peace pro tempore in Clackamas County;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of County Commissioners appoints Daniel Patrick Woram to serve as a justice of the peace pro tempore for the Clackamas County Justice of the Peace District. Daniel Patrick Woram shall have the authority to preside over court proceedings as is necessary during times when Judge Brisbin is temporarily absent or otherwise unable to hold court.

IT IS FUTHER RESOLVED that the appointment of Daniel Patrick Woram shall be for a term not to exceed one year from the date this resolution. The appointment, however, is subject to termination in the sole discretion of the BCC at any time prior to the expiration of the term.

ADOPTED this 31st day of July, 2014

BOARD OF COUNTY COMMISIONERS

Chair

Recording Secretary



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

July 31, 2014

Stephen L. Madkour
County Counsel

Board of County Commissioners Sitting as the
Governing Body of the Clackamas County Development Agency
Clackamas County

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Members of the Board:

**Approval of Quitclaim Deed to the Oregon Department of Transportation
as Part of the Sunrise Corridor Transportation Project**

Purpose/Outcomes	Authorization to grant a Quitclaim Deed to Oregon Department of Transportation
Dollar Amount and Fiscal Impact	No funding is considered as part of this transaction
Funding Source	Not Applicable
Safety Impact	Not Applicable
Duration	Not Applicable
Previous Board Action	The Board met in a July 15, 2014 executive session to discuss property negotiations regarding the Sunrise Corridor Project.
Contact Person	Stephen L. Madkour, County Counsel and Dan Johnson, Development Agency

BACKGROUND:

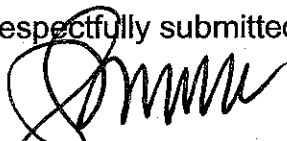
During the planning of the Sunrise Corridor Transportation Project, the Clackamas County Development Agency acquired certain parcels of real property for the purposes of highway rights or way. Many of these parcels were then transferred to the Oregon Department of Transportation for highway purposes. During the construction of the Sunrise Project ODOT realized there remained certain access and easement interests that either were not acquired or were not transferred. As a result, ODOT will be initiating condemnation proceedings to acquire these interests. The County's Development Agency will likely be named as a defendant in the condemnation action file by ODOT. The Development Agency acquired title insurance identifying these access and easements for these parcels.

In an effort to avoid being involved in these condemnation proceedings the parties have agreed to the conveyance of a Quitclaim Deed by the Development Agency to ODOT of any interest that the Agency had in those access and easement areas.

RECOMMENDATION:

Staff recommends the Board of County Commissioners sitting as the governing body of the Clackamas County Development Agency approve the granting of the Quitclaim Deed to ODOT and authorize the Chair to sign on the board's behalf.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'S. Madkour', written over the text 'Respectfully submitted,'.

Stephen L. Madkour
County Counsel

QUITCLAIM DEED

CLACKAMAS COUNTY DEVELOPMENT AGENCY, the urban renewal agency of Clackamas County, a political subdivision of the State of Oregon, Grantor, for no monetary consideration, does hereby release, relinquish and forever quitclaim onto **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, all of its rights, title, and interest in and to those certain existing easement rights as property described on **Exhibit "A" dated 4/25/2014**, attached hereto and by this reference made a part hereof.

This release is being given to terminate any existing easement rights referenced as a non-exclusive easement for ingress, egress and utility purposes as disclosed in that Bargain and Sale Deed recorded May 24, 1973 as Document No. 73-16113, records of Clackamas County, Oregon.

GRANTOR, ALSO DOES RELEASE, RELINQUISH and forever quitclaim onto the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, all of its rights, title, and interest in and to that certain existing access reservation at 344+30 as disclosed in that Deed recorded June 29, 1981, in Instrument No. 81-22726, records of Clackamas County, Oregon.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

SEND TAX STATEMENT TO: NO CHANGE

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
SALEM OR 97302-1142

Map and Tax Lot #: 2-2E-11C-1001,1400,1500,1090

Property Address:

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this _____ day of _____, 20_____.

CLACKAMAS COUNTY DEVELOPMENT AGENCY, the urban renewal agency of Clackamas County, a political subdivision of the State of Oregon

By _____

By _____

STATE OF OREGON, County of _____

Dated _____, 20_____. Personally appeared _____, and _____, who, being sworn, stated that they are the _____ and _____ of Clackamas County Development Agency, who acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Oregon
My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation

Existing Easement Rights

That certain easement for ingress, egress and utility over and under a strip of land situated in the SW¼ of Section 11, Township 2 South, Range 2 East, W.M. Clackamas County, Oregon and described in that Bargain and Sale Deed to Carl E. Tunem and Ruth M. Tunem, recorded May 24, 1973 as Recorder's Fee No. 73-16113, Film Records of Clackamas County, said easement being more particularly described in said deed as follows:

Beginning at the Northeast corner of a tract conveyed to Gustav Haberlach by Deed recorded in Book 67 at Page 255, which corner is described as 32 links East and 6.95 chains South of the quarter corner on the West line of said section; thence South along the East line of said tract to the center line of Foster Road; thence East along said center line, 12 feet; thence North parallel with the East line of said Haberlach tract, 438.9 feet, more or less, to the South line of a tract conveyed to Haberlach by deed recorded in Book 81 at page 438; thence West 12 feet to the point of beginning.


REGISTERED
PROFESSIONAL
LAND SURVEYOR


Festus I. Obijiofor
OREGON
JANUARY 20, 1998
FESTUS I. OBJIOFOR
#02852LS

EXPIRES: 12-31-2014

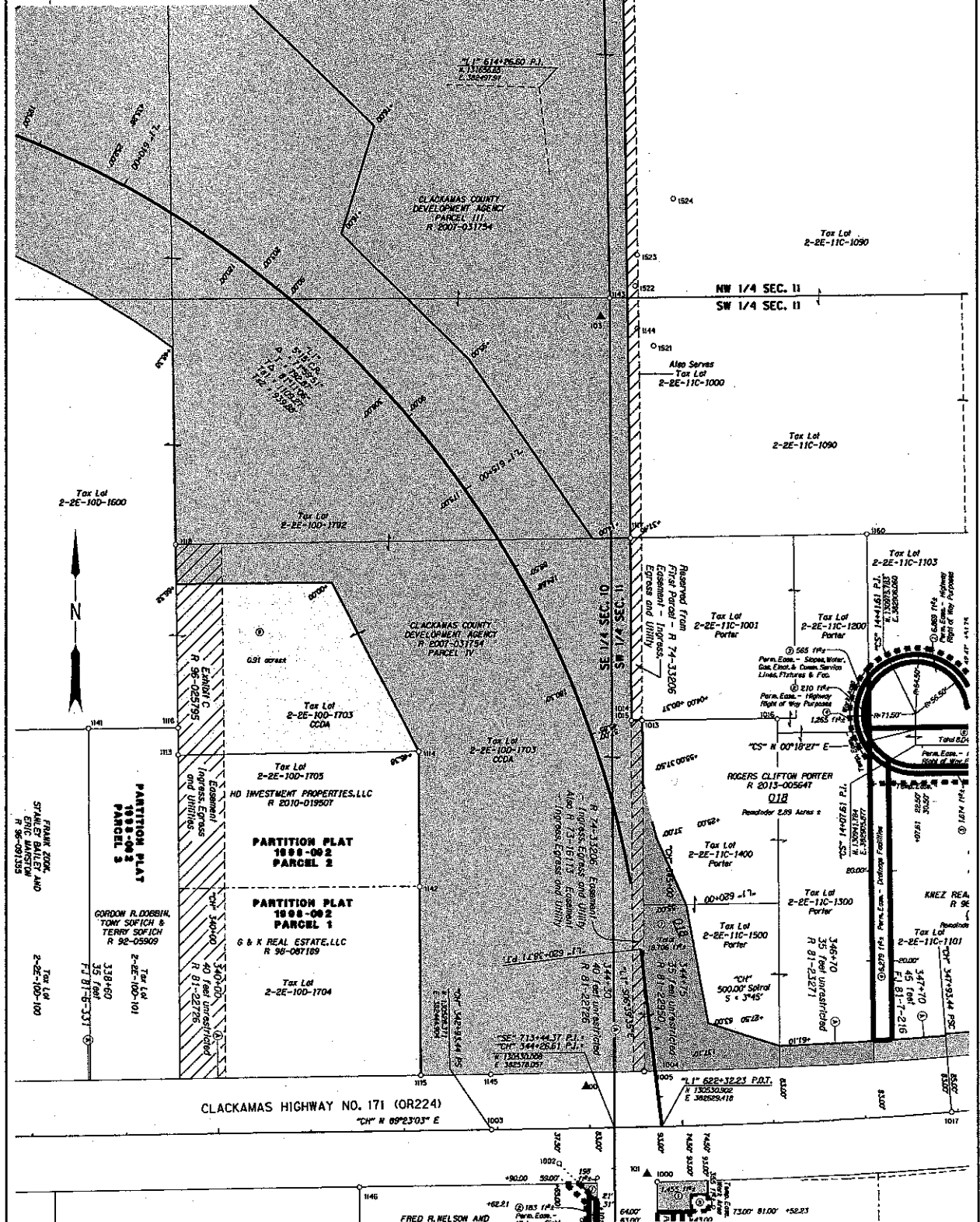
SEC. 10, SEC. 11, T. T 2 S., R. 2 E., W.M.


LEGEND

 EXISTING EASEMENT

 ACCESS POINT

SCALE 1" = 100'



OREGON DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY
 ENGINEERING
 SKETCH MAP

Section	OR212/224: Sunrise Corridor (I-205 - SE 122nd Ave)
Highway	Clackamas Highway
County	Clackamas
Purpose	Existing Easement and Access Points

Scale	1" = 100'
Date	Feb., 2014
File	XXXX XXX
Purpose	See Drawing 11B-06-12