



AGENDA

THURSDAY, OCTOBER 31, 2013 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2013-84

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

III. 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

IV. 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

1. Board Order No. _____ Approval of the Mental Health Director's Designees to Authorize a Custody Hold under ORS 426.233 – *Behavioral Health*
2. Approval of Amendment No. 1 to Intergovernmental Agreement No. 140030 with the State of Oregon Department of Human Services, for the Operation of the Food Stamp Employment and Training Program – *Community Solutions*
3. Approval of a Sub-Recipient Agreement with Todos Juntos for Drug and Alcohol Prevention Specialist Services – *Children, Youth & Families*
4. Approval of a New Revenue Grant Agreement No.143912 with the State of Oregon Division of Medical Assistance Programs to Support Outreach and Public Education Regarding Cover Oregon – *Health Centers*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

- 6 2. Approval of a Personal Services contract with Telemate Inc. to Provide Inmate Telephone Services – *Sheriff's Office - Purchasing*

C. **Department of Employee Services**

- 7 1. Approval of Amendments to the Clackamas County Flexible Benefits Plan and Health Care Flexible Spending Account Plan Documents

V. **DEVELOPMENT AGENCY**

- 8 1. Approving Disposition of the Clackamas County Development Agency Property on 92nd Avenue

VI. **WATER ENVIRONMENT SERVICES**

- 9 1. Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of Wilsonville for Laboratory and Sampling Services

VII. **COUNTY ADMINISTRATOR UPDATE**

VIII. **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

October 31, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

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

Purpose/Outcomes	The Clackamas County Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of Jonathan Fox, MS with CCBH, Aimee Stanton, MA with ColumbiaCare, August Weems, MA with ColumbiaCare, Ben Solheim, MA with ColumbiaCare, Claudine Walker, MSW with ColumbiaCare, David Moore, Psy. D. with ColumbiaCare, Karri Holden, MA with ColumbiaCare, Sara Hergic-Senovic, MA with ColumbiaCare, and Walter Lee, MS with ColumbiaCare, by the CCBH Director as additional designee authorized under ORS 426.233.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	None
Duration	Effective October 31, 2013 through duration of employment
Previous Board Action	N/A
Contact Person	Martha Spiers, Mental Health Program Mgr. – Behavioral Health Division – 503-742-5833
Contract No.	N/A

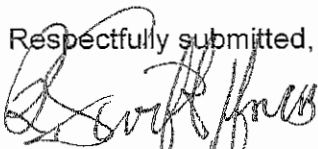
BACKGROUND:

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

RECOMMENDATION:

Staff recommends the Board approve the Board Order of Jonathan Fox, MS with CCBH, Aimee Stanton, MA with ColumbiaCare, August Weems, MA with ColumbiaCare, Ben Solheim, MA with ColumbiaCare, Claudine Walker, MSW with ColumbiaCare, David Moore, Psy. D. with ColumbiaCare, Karri Holden, MA with ColumbiaCare, Sara Hergic-Senovic, MA with ColumbiaCare, and Walter Lee, MS with ColumbiaCare, as additional qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker, Director

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

In the Matter of the Designation of
Jonathan Fox, MS with CCBH,
Aimee Stanton, MA with ColumbiaCare,
August Weems, MA with ColumbiaCare,
Ben Solheim, MA with ColumbiaCare,
Claudine Walker, MSW with ColumbiaCare
David Moore, Psy. D. with ColumbiaCare,
Karri Holden, MA with ColumbiaCare,
Sara Hergic-Senovic, MA with
ColumbiaCare, and Walter Lee, MS with
ColumbiaCare, as Mental Health Director
Designee to Direct Peace Officer Custody
Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Jonathan Fox, MS with CCBH, Aimee Stanton, MA with ColumbiaCare, August Weems, MA with ColumbiaCare, Ben Solheim, MA with ColumbiaCare, Claudine Walker, MSW with ColumbiaCare, David Moore, Psy. D. with ColumbiaCare, Karri Holden, MA with ColumbiaCare, Sara Hergic-Senovic, MA with ColumbiaCare, and Walter Lee, MS with ColumbiaCare, as additional designee of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

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

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Jonathan Fox, MS with CCBH, Aimee Stanton, MA with ColumbiaCare, August Weems, MA with ColumbiaCare, Ben Solheim, MA with ColumbiaCare, Claudine Walker, MSW with ColumbiaCare, David Moore, Psy. D. with ColumbiaCare, Karri Holden, MA with ColumbiaCare, Sara Hergic-Senovic, MA with ColumbiaCare, and Walter Lee, MS with ColumbiaCare, as qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 31st day of October, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

October 31, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to Intergovernmental Agreement #140030 with the State of Oregon, Department of Human Services (DHS), for the operation of the Food Stamp Employment and Training Program OFSET

Purpose/Outcomes	To continue operating the OFSET (Food Stamp) Employment and Training Program. This IGA provides an additional \$197,202.
Dollar Amount and Fiscal Impact	An additional \$197,202 revenue for a total of \$415,298.
Funding Source	State of Oregon. No County General Funds are involved.
Safety Impact	None
Duration	Effective September 30, 2013 and terminates on September 30, 2014
Previous Board Action	The original contract was approved by the Board of County Commissioners on October 25, 2012 - agenda item #102512-A5
Contact Person	Lori Mack, phone 503-655-8843
Contract No.	CSCC

BACKGROUND:

Community Solutions for Clackamas County (CSCC) will continue responsibility for service management to referred clientele. Requirements of this amendment include conducting a weekly job search session, monitoring of client work search, issuance of support services, and staffing the career center to assist adult clients with employment placement.

This contract has been reviewed and approved by County Counsel on October 15, 2012. This contract adds an additional year to the contract.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

Agreement Number 140030

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number **01** to Agreement Number **140030** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

Clackamas County
d.b.a. Community Solutions for Clackamas County
Attn: Lori Mack
112 11th Street
Oregon City, OR 97045
Telephone: 503 / 655-8843
Facsimile: 503 / 655-8841
E-mail address: lorimac@co.clackamas.or.us

hereinafter referred to as “County.”

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Amend Section 1 “**Effective Date and Duration**” to change the current Agreement expiration date of “September 30, 2013” to “September 30, 2014.”
 - b. Section 3. “**Consideration**,” subsection a only is deleted in its entirety and restated with the following:
 - “a. The Maximum not to exceed compensation payable to Agency under this Agreement, which includes any allowable expenses, is **\$415,298.00**. DHS will not pay Agency any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work, and will not pay for Work performed before the date this Agreement becomes effective or after the termination or expiration of this Agreement. If the maximum

compensation is increased by amendment of this Agreement, the amendment must be fully effective before Agency performs Work subject to the amendment.

The amount available under this Agreement for the Service District Area by Federal Fiscal Year is as follows:

Federal Fiscal Year 2013 10/1/12 through 09/30/13	Federal Fiscal Year 2014 10/1/13 through 09/30/14
\$218,096.00	\$197,202.00

c. **EXHIBIT A, Part 1, “Services to Provided,” Section 5. “Agreement Performance Measures,”** is deleted in its entirety and restated with the following:

“a. In the performance of the services required under this Agreement, Agency shall strive to attain the targeted number of OFSET clients served, in accordance with the approved criteria, as follows:

FFY 2013: 650 clients to be served

FFY 2014: 1100 clients to be served:

- 1) Clients served reflect the number of OFSET clients who, during the October 1 through September 30 period, meet at least one of the criteria listed below:
 - a) Develop a case plan with Agency staff,
 - b) Participate at least one hour in a program component,
 - c) Are actively pursued by Agency staff for conciliation efforts, or
 - d) Receive Support Service payments for participation in a program component.
- 2) DHS client participation may be recounted during this time period if the client participated in:
 - a) Multiple OFSET activities, or
 - b) Multiple months.

b. In the provision of Services required under this Agreement, Agency shall strive to attain the targeted number of OFSET Client Job Placements in accordance with the approved criteria, as follows:

FFY 2014: 140 job placements.”

d. **EXHIBIT A, Part 2, “Payment and Financial Reporting,” Section 1. “Payment Provisions,”** subsection a. is deleted in its entirety and restated with the following:

- a. Agency shall not submit invoices for, and DHS will not pay, any amount in excess of the maximum compensation amount set forth in Section 3, “**CONSIDERATION**”, above and assigned for the budget category for the Service year as specified below:

FFY13 October 1, 2012 through September 30, 2013

Program	\$ 107,675.00
Admin	\$ 11,500.00
Subtotal	\$119,175.00
Transportation Support Services	\$98,921.00
(Line item totals cannot exceed the amounts listed above.)	
Total Budget	\$218,096.00

FFY14 October 1, 2013 through September 30, 2014

Program	\$115,101.00
Admin	\$ 10,158.00
Subtotal	\$ 125,259.00
Transportation Support Services	\$ 71,943.00
(Line item totals cannot exceed the amounts listed above.)	
Total Budget	\$197,202.00

Agency's claims to DHS for overdue payments on invoices are subject to ORS 293.462.

- e. Exhibit A., Part 3, “**Special Terms and Conditions**”, Section 2 is replaced in its entirety with the following:

“2. Amendments.

- a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:
- (1) DHS may extend the Agreement for additional periods of time and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS’ satisfaction with performance of the work or services provided by the Agency under this Agreement.
 - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. DHS further reserves the right to amend the Statement of Work based on the original scope of work for the following:
- (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work

that may not have been expressed in the original Agreement or previous amendments to the Agreement;

- (2) Implement additional phases of the Work; or
- (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 21. "Amendments" of this Agreement."

- f. Exhibit B, "**Standard Terms and Conditions**" is hereby superseded and restated in its entirety, as set forth in Exhibit B, "**Standard Terms and Conditions**", attached hereto and incorporated herein by this reference.
- g. Exhibit D, "**Required Federal Terms and Conditions**" is hereby superseded and restated in its entirety, as set forth in Exhibit D, "**Required Federal Terms and Conditions**", attached hereto and incorporated herein by this reference.
- h. Exhibit F, "**SNAP Employment and Service Training Plan**," is hereby superseded and restated in its entirety, as set forth in Exhibit F, "**SNAP Employment and Service Training Plan**," attached hereto and incorporated herein by this reference.

3. Certification.

- a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
 - (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification,

“Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

- (2) The information shown in Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - (3) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (4) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (5) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at:
<https://www.sam.gov/portal/public/SAM/>; and
 - (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County

By:

Authorized Signature	Title	Date
----------------------	-------	------

State of Oregon acting by and through its Department of Human Services

By:

Authorized Signature	Title	Date
----------------------	-------	------

Approved for Legal Sufficiency:

Approved for Legal Sufficiency by AAG Jeff Wahl September 19, 2013

Assistant Attorney General	Date
----------------------------	------

Office of Contracts and Procurement:

Contract Specialist	Date
---------------------	------

EXHIBIT B

Standard Terms and Conditions

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

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

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

b. DHS represents and warrants as follows:

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

insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and DHS, result in payments to County to which County is not entitled, DHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

- 7. **Compliance with Law.** Nothing in this Agreement shall require County or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.

8. Ownership of Intellectual Property.

- a. Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c.** If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that the DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

9. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. DHS Default. DHS shall be in default under this Agreement upon the occurrence of any of the following events:

- a. DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by DHS herein or in any documents or reports relied upon by County to measure performance by DHS is untrue in any material respect when made.

11. Termination.

- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to DHS;
 - (2) Upon 45 days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. DHS Termination. DHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification;
- (6) Immediately upon written notice to County, if DHS determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
12. **Effect of Termination**
- a. **Entire Agreement.**
 - (1) Upon termination of this Agreement, DHS shall have no further obligation to pay County under this Agreement.
 - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
 - b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
13. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR

407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

17. **Force Majeure.** Neither DHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.
- DHS:** Office of Contracts & Procurement
250 Winter St NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324
26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

29. **Construction.** *[Reserved]*

30. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

31. **Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions,

liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

- 32. Stop-Work Order.** DHS may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:
- a.** Cancel or modify the stop work order by a supplementary written notice; or
 - b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, DHS may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT D

Required Federal Terms and Conditions

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

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

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

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

- f.** No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. HIPAA Compliance.** As a Business Associate of a Covered Entity, DHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and DHS must also comply with OAR 125-055-0100 through OAR 125-055-0130 to the extent that any Work or obligations of DHS related to this Agreement are covered by HIPAA. County shall determine if County will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that County will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, DHS as specified in the Agreement, County shall comply and cause all subcontractors to comply with the following:
- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and DHS for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that County is performing functions, activities, or services for, or on behalf of DHS, in the performance of any Work required by this Agreement, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate DHS Privacy Rules, OAR 407-014-0000 et. seq., or DHS Notice of Privacy Practices. A copy of the most recent DHS Notice of Privacy Practices may be obtained by contacting DHS or by looking up form number 2090 on the DHS web site at <https://apps.state.or.us/cfi/FORMS/>.

- b. Data Transactions Systems. If County intends to exchange electronic data transactions with DHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.
 - c. Consultation and Testing. If County reasonably believes that the County's or DHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult the DHS Information Security Office. County or DHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the DHS testing schedule.
 - d. Business Associate Requirements. County 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.** County 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. County 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.** County 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.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a

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

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

- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
13. **Agency-based Voter Registration.** County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

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

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

EXHIBIT F

SNAP Employment and Training Service Plan		
FFY 14		
SDA:	15	
SDA Contract Contact:	Mary Clark	
Address	315 S. Beaver Creek Road, Oregon City, OR 97045	
Phone	971-673-7321	
Fax	971-673-7301	
E-mail	Mary.S.Clark@state.or.us	
Contractor:	Community Solutions for Clackamas County	
Contractor Contact:	Lori Mack	
Address	112 11th Street, Oregon City, OR 97045	
Phone	503-655-8843	
Fax	503-655-8841	
E-mail	Lorimac@co.clackamas.or.us	
1. Program	\$115,101	
2. Admin	\$10,158	
Subtotal	\$125,259	
3. Transportation SS	\$71,943	
Total	\$197,202	

SNAP Employment and Training Service Plan Matrix

Type of Activity	Brief Description of Service
Vocational Training	N/A
Other: Job Prep	Conduct weekly information about master applications, resumes, interviewing skills, internet job search and job development. Make appropriate job referrals and follow up.
Other: Work Search	Monitor 8 week work search and provide placement reports on employed clients.
Other: Good Cause	At end of 8 weeks if client has not complied, determine good cause and make recommendation to case worker
Other Support Services	Issue food stamp support service dollars
Other: Employment Career Center	Contractor will staff Employment Career Center
Other Administrative Support	Contractor will provide administrative support.
TRACS entry	Contractor will narrate in TRACS
Reporting Requirements	Contractor will provide monthly and/or quarterly reports on (but not limited to) number of placements, support service expenditures, etc
# of Clients to Serve:	1100
# of Placement Targets	140

October 31, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Amendment to the Sub-Recipient Agreement with
Todos Juntos

Purpose/Outcomes	This amendment results from a new intergovernmental agreement awarded to Clackamas County on September 3, 2013 by the Oregon Youth Development Division. The intergovernmental agreement provides funds to enter into performance-based agreements with non-profit entities for the provision of youth development programs, services and initiatives to school age children through youth 20 years of age in order to support educational success, prevent criminal activity and reduce high risk behaviors. Specific services to be provided by Todos Juntos under this contract include universal youth drug and alcohol prevention campaigns, delivery of prevention curriculum for a minimum of 400 youth, group developmental activities for a minimum of 120 high risk youth, case coordination for a minimum of 60 high risk youth, and after school support.
Dollar Amount and Fiscal Impact	\$228,061 Amendment increase the funding on this contract by \$52,500 SB5518-A includes language that assumes that for the first year of the 2013-15 biennium programs funded through the Oregon Youth Development division would maintain levels comparable to the annual amount received in 2011-13. This amount is comparable to the amount awarded to Todos Juntos during the 2011-13 biennium.
Funding Source	AD 70, AD 66, Drug Free Communities, Youth Investment
Safety Impact	N/A
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	Original contract approved by the Board 07/11/13. Board Contract #071113-A7
Contact Person	Tiffany Hicks
Contract No.	503-722-6867

BACKGROUND:

The Clackamas County Division of Children, Youth and Families Division of Health, Housing and Human Services Department (H3S) requests the approval of a Sub-Recipient Agreement with Todos Juntos for drug and alcohol Prevention Specialist Services to be provided at four Clackamas County Middle Schools.

This community/school-based service system is designed to improve the lives of children and their families by creating a web of support among schools, non-profit agencies, community members, local businesses and local government. This support includes prevention and early intervention services within local schools aimed at improving protective factors (building nurturing relationships with positive

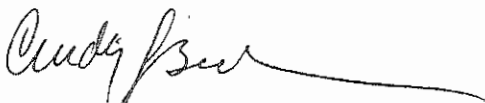
role models, improving attachment to school, building leadership and problem-solving skills, and participation in extra-curricular activities) and reducing risky behaviors such as poor school performance, truancy, family management problems, alcohol and other drug use, poverty/homelessness, and negative peer association.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cindy Becker", with a long horizontal flourish extending to the right.

Cindy Becker, Director

Contract Amendment (FY 13-14)
Health, Housing and Human Services

COPY

HHHS Contract Number: 6319

Board Order Number 07113-A7

Division: CYF/HHHS

Amendment No. 1

Contractor: Todos Juntos, Inc.

Amendment Requested By: CYF

Changes: Scope of Service
 Contract Time

Contract Budget
 Other:

Justification for Amendment:

The State of Oregon allocated additional Youth Investment funding to Clackamas County for alcohol and drug prevention services to youth; therefore, the Children, Youth and Families Division (COUNTY) and Todos Juntos (SUBRECIPIENT) seek to amend the maximum compensation amount.

Amend: Total grant agreement not to exceed \$175,561

To Read: Total grant agreement not to exceed \$228,061

Amend:

By June 30, 2014, provide case-coordination for **at least 60 at-risk youth** and their families that are designed to improve life skills and reduce substance use. Reported quarterly.

Case coordination should include:

- **One-on-one weekly check-in twice per month** for mentoring and to work on identified goals in case plan.

Referrals to appropriate services/treatment:

- Family outreach
- Mental Health Screens as necessary
- Drug and Alcohol assessments as necessary

Other appropriate services

To Read:

By June 30, 2014, provide case-coordination for **at least 100 at-risk youth** and their families that are designed to improve life skills and reduce substance use. Reported quarterly.

Case coordination should include:

- **One-on-one weekly check-in twice per month** for mentoring and to work on identified goals in case plan.

Referrals to appropriate services/treatment:

- Family outreach
- Mental Health Screens as necessary
- Drug and Alcohol assessments as necessary

Other appropriate services

Contract Amendment

Page 2

In Witness Hereof, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Agency/Contractor

Todos Juntos, Inc.
Organization Name

PO Box 645.
Address

Canby OR 97013
City, State, Postal Code

[Handwritten Signature]
Signature
Todos Juntos
Executive Director
Title

10/21/13
Date

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

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Dept.

Date

[Handwritten Signature]
Rodney A. Cook, Director
Children, Youth & Families Division

10/21/13
Date

Exhibit A-3
Commission on Children and Families
Work Plan and Quarterly Report

Provider: **Todos Juntos – Molalla Middle School**
Activity: **Prevention Specialist**
Contact: **Director, Eric Johnston**
Prevention Specialist: Cindy Fincher

Focus Areas: **School Success**
Community Engagement

Outcomes: **Reduce Underage Drinking & Other Substance Abuse**
Pro-social skills and behaviors

Contract **July 1, 2013 - June 30, 2014**

Period: *Core Youth*: 25 (must be screened with JCP Assessment Tool)*
Universal Youth: 100 (measurement with sign-ins, observation)

Increase Community Engagement
*Increased awareness of collective actions
to support children, youth and families*

Prevention Specialist Programming

Program Utilizes Best Practice Programming: YES NO

If yes, please indicate program/curriculum: Media Ready, Boys Council, Girls Circle (*list other curricula*):

Core Youth Definition:

- A core youth meets at least one risk indicator on the JCP screening tool related to drugs and alcohol (e.g., substance abusing family or household member (indicator 5.0 on the JCP), or one of the four items in indicator 6.0 on the JCP, **and**
- Has case file with an individualized case plan developed by the Prevention Specialist with goals identified by the youth and the family related to risk factors on the JCP screen (the family and youth must sign a consent form for services which is to be kept in the case file); **and**
- Has had a minimum of one **(1)** one-on-one case coordination interactions with the Prevention Specialist per week.
- Is also enrolled in academic and/or enrichment programming.

Services are based upon an Average Daily Population (ADP) of at least 25 Core Youth, which means that on any given day during the contract period (including summer), 25 Core youth should be receiving services. *Ideally*, this is the same 25 youth all year, however if youth leave the program, another youth should be given the slot to keep the ADP at 25.

Activities/Outputs	Outcomes/Measurement Tool		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
<p>Description of program or project. Methods for providing program. Specific processes or events undertaken. How many, how often, over what duration, start and end dates?</p>	<p>Identify the instrument used to measure the effectiveness of the activity or program and the timing of its use.</p>	<p># Served # Assessed # Successful % Successful</p>	<p>Reporting numbers are based upon an average daily population of 25 core youth (on any given day, at least 25 CORE youth are being served by the Prevention Specialist.</p>				
UNIVERSAL YOUTH							
<p>Prevention Services</p> <p>By June 30, 2014, Prevention Specialist will plan and implement at least two prevention campaigns that focuses on drug and alcohol education and awareness for children, youth and families in the school community such as:</p> <ul style="list-style-type: none"> ▪ Family Dinner Night ▪ Red Ribbon Week ▪ Prevention Awareness Day ▪ Health Fairs ▪ Awareness walks ▪ Anti-stigma campaigns ▪ Above the Influence/PhotoVoice ▪ Other 	<p>Reported quarterly. A copy of your activity calendar must be submitted with quarterly report.</p> <p>Measured by sign in sheets or total number in attendance.</p>	<p>Univ. # Participants</p>					
<p>Activities to improve pro-social skills</p>	<p>Reported quarterly. Include the activities, dates and times in the narrative section.</p>	<p># of activities # of participants</p>					
<p>Media Ready</p> <p>By June 30, 2014, Prevention Specialist will be certified in the delivery of the Media Ready curriculum and implement Media Ready with no less than 100 youth per year. Prevention Specialist will complete a Teacher Fidelity of Implementation checklist.</p>	<p>By June 30, 2014, 85% of participants will demonstrate an increase in knowledge of drugs and alcohol, resistance skills, and critical thinking skills regarding media messages measured by Media Ready pre/post test fidelity instrument. Participants must complete a pre/post test and demographics must be reported. SCORED Pre/Post tests should be returned to CYF Contract staff.</p>	<p>Univ. # Served Univ. # Successful % Successful = #successful ÷ #participants x 100</p>					
<p>Groups</p> <p>Facilitate small group curriculum (must qualify as an evidenced based practice) for a minimum of 30 unduplicated at-risk youth and their families that are designed to improve life skills, problem-solving and/or parenting skills, and reduce youth drug and alcohol use. Reported quarterly.</p>	<p>By June 30, 2014, 85 %of participants will demonstrate positive change in pro-social skills and reduced drug and alcohol use. Participants must complete pre/post Evaluation Tool provided by evidence-based curriculum. Provide a list of groups conducted in the narrative section</p>	<p># Group participants # Groups # Successful % Successful = #successful ÷ #participants x 100</p>					

CORE YOUTH

<p>By June 30, 2014, provide case-coordination for at least 25 at-risk youth and their families that are designed to improve life skills and reduce substance use. Reported quarterly.</p> <p>Case coordination should include:</p> <ul style="list-style-type: none"> ▪ One-on-one weekly check-in twice per month for mentoring and to work on identified goals in case plan. <p>Referrals to appropriate services/treatment:</p> <ul style="list-style-type: none"> ▪ Family outreach ▪ Mental Health Screens as necessary ▪ Drug and Alcohol assessments as necessary ▪ Other appropriate services 	<p>By June 30, 2014, 85% of participants will demonstrate reduced drug and alcohol use as measured by individual case plan goal achievement.</p> <p>Goal should be measurable (e.g., "decrease cigarette smoking from 20 per day to 10 per day") and progress toward goal(s) should be clearly documented in the case file.</p> <p>Completed JCP risk assessment should be included in each case file</p>	CORE # Served <i>(should be at least 25 per quarter)</i>					
		# new					
		# terminations					
		# Referred by school staff					
		# Contacts with family					
		# Successful <i>Justification in case file</i>					
% Successful							
Prevention Specialist will participate in school-based meetings where at-risk/high risk youth issues are discussed with school staff (Youth Service Team meetings, etc.)	<p>Reported quarterly. <i>Provide a list of dates attended in the narrative section.</i></p>	# of meetings attended					

COALITION and SYSTEM DEVELOPMENT

<p>By June 30, 2014, Prevention Specialist will participate in the local coalition and/or Clackamas County Prevention Coalition meetings.</p>	<p>Reported quarterly. <i>Provide a list of the meetings and dates attended in narrative section.</i></p>	# of meetings attended					
<p>Staff Development</p> <p>By June 30, 2014, Prevention Specialist will participate in <u>Prevention Specialist trainings</u> & work towards becoming a Certified Prevention Specialist or maintaining certification.</p>	<p>Reported quarterly. <i>Provide a list of trainings and dates attended in narrative section.</i></p>	# trainings attended					
		# of prevention training credit hours					
<p>Prevention Specialist will participate in relevant Coffee Talk and/or other trainings as appropriate over the contract period.</p>	<p>Reported quarterly. <i>Provide a list of trainings and dates attended in the narrative section.</i></p>	# of trainings attended					

System Development

By June 30, 2014, Appropriate Agency Representative will participate in PreventNet All Staff system development meetings

Reported quarterly.
Provide a list of dates attended in narrative section.

PreventNet meetings attended

--	--	--	--	--	--	--

**Prevention Specialist
2013-2014 Work Plan Comments and Narrative**

Please add narrative necessary to clearly explain the numbers reported.

1st Quarter:

Universal Services

- Events and dates:

- Prosocial activities/dates/times:

- Media Ready:

- Groups:

Core Services

- Core Youth:

- Youth Service Team Meeting dates:

Coalition and System Development

- Coalition meetings/dates:

- Prevention Specialist Trainings/dates:

- Coffee Talk and/or other trainings/dates:

- PreventNet meeting attendance/dates:

- Notable accomplishments:

2nd Quarter:

Universal Services

- Events and dates:

- Prosocial activities/dates/times:

- Media Ready:

- Groups:

Core Services

- Core Youth:

- Youth Service Team Meeting dates:

Coalition and System Development

- Coalition meetings/dates:
- Prevention Specialist Trainings/dates:
- Coffee Talk and/or other trainings/dates:
- PreventNet meeting attendance/dates:
- Notable accomplishments:

3rd Quarter:

Universal Services

- Events and dates:
- Prosocial activities/dates/times:
- Media Ready:
- Groups:

Core Services

- Core Youth:
- Youth Service Team Meeting dates:

Coalition and System Development

- Coalition meetings/dates:
- Prevention Specialist Trainings/dates:
- Coffee Talk and/or other trainings/dates:
- PreventNet meeting attendance/dates:
- Notable accomplishments:

4th Quarter:

Universal Services

- Events and dates:
- Prosocial activities/dates/times:
- Media Ready:
- Groups:

Core Services

- **Core Youth:**

- **Youth Service Team Meeting dates:**

Coalition and System Development

- **Coalition meetings/dates:**

- **Prevention Specialist Trainings/dates:**

- **Coffee Talk and/or other trainings/dates:**

- **PreventNet meeting attendance/dates:**

- **Notable accomplishments:**

Exhibit A-3
Commission on Children and Families
Work Plan and Quarterly Report

Provider: Todos Juntos – Estacada Junior High
Activity: Prevention Specialist
Contact: Director, Eric Johnston
Prevention Specialist: Ashley Carroll

Focus Areas: School Success
Community Engagement

Outcomes: Reduce Underage Drinking & Other Substance Abuse
Pro-social skills and behaviors

Contract July 1, 2013 - June 30, 2014

Period: Core Youth*: 25 (must be screened with JCP Assessment Tool)
Universal Youth: 100 (measurement with sign-ins, observation)

Increase Community Engagement
*Increased awareness of collective actions
to support children, youth and families*

Prevention Specialist Programming

Program Utilizes Best Practice Programming: YES NO

If yes, please indicate program/curriculum: Media Ready, Boys Council, Girls Circle (list other curricula):

Core Youth Definition:

- A core youth meets at least one risk indicator on the JCP screening tool related to drugs and alcohol (e.g., substance abusing family or household member (indicator 5.0 on the JCP), or one of the four items in indicator 6.0 on the JCP, **and**
- Has case file with an individualized case plan developed by the Prevention Specialist with goals identified by the youth and the family related to risk factors on the JCP screen (the family and youth must sign a consent form for services which is to be kept in the case file); **and**
- Has had a minimum of one (1) one-on-one case coordination interactions with the Prevention Specialist per week.
- Is also enrolled in academic and/or enrichment programming.

Services are based upon an Average Daily Population (ADP) of at least 25 Core Youth, which means that on any given day during the contract period (including summer), 25 Core youth should be receiving services. *Ideally*, this is the same 25 youth all year, however if youth leave the program, another youth should be given the slot to keep the ADP at 25.

Activities/Outputs	Outcomes/Measurement Tool	# Served	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
<p>Description of program or project. Methods for providing program. Specific processes or events undertaken. How many, how often, over what duration, start and end dates?</p>	<p>Identify the instrument used to measure the effectiveness of the activity or program and the timing of its use.</p>	# Assessed	<p>Reporting numbers are based upon an average daily population of 25 core youth (on any given day, at least 25 CORE youth are being served by the Prevention Specialist.</p>				
		# Successful					
		% Successful					

UNIVERSAL YOUTH

Prevention Services		Univ. # Participants					
<p>By June 30, 2014, Prevention Specialist will plan and implement at least two prevention campaigns that focuses on drug and alcohol education and awareness for children, youth and families in the school community such as:</p> <ul style="list-style-type: none"> ▪ Family Dinner Night ▪ Red Ribbon Week ▪ Prevention Awareness Day ▪ Health Fairs ▪ Awareness walks ▪ Anti-stigma campaigns ▪ Above the Influence/PhotoVoice ▪ Other 	<p>Reported quarterly. A copy of your activity calendar must be submitted with quarterly report.</p> <p>Measured by sign in sheets or total number in attendance.</p>	<p>Name/Type of Event(s)</p>					

Activities to improve pro-social skills		# of activities					
<p>Media Ready</p> <p>By June 30, 2014, Prevention Specialist will be certified in the delivery of the Media Ready curriculum and implement Media Ready with no less than 100 youth per year. Prevention Specialist will complete a Teacher Fidelity of Implementation checklist.</p>	<p>Reported quarterly. Include the activities, dates and times in the narrative section.</p> <p>By June 30, 2014, 85% of participants will demonstrate an increase in knowledge of drugs and alcohol, resistance skills, and critical thinking skills regarding media messages measured by Media Ready pre/post test fidelity instrument. Participants must complete a pre/post test and demographics must be reported.</p> <p>SCORED Pre/Post tests should be returned to CYF Contract staff.</p>	<p># of participants</p>					

Groups		% Successful					
<p>Facilitate small group curriculum (must qualify as an evidenced based practice) for a minimum of 30 unduplicated at-risk youth and their families that are designed to improve life skills, problem-solving and/or parenting skills, and reduce youth drug and alcohol use. Reported quarterly.</p>	<p>By June 30, 2014, 85 %of participants will demonstrate positive change in pro-social skills and reduced drug and alcohol use. Participants must complete pre/post Evaluation Tool provided by evidence-based curriculum. Provide a list of groups conducted in the narrative section</p>	<p>% Successful = #successful ÷ #participants x 100</p>					

		# Group participants					

CORE YOUTH

<p>By June 30, 2014, provide case-coordination for at least 25 at-risk youth and their families that are designed to improve life skills and reduce substance use. Reported quarterly.</p> <p>Case coordination should include:</p> <ul style="list-style-type: none"> ▪ One-on-one weekly check-in twice per month for mentoring and to work on identified goals in case plan. <p>Referrals to appropriate services/treatment:</p> <ul style="list-style-type: none"> ▪ Family outreach ▪ Mental Health Screens as necessary ▪ Drug and Alcohol assessments as necessary ▪ Other appropriate services 	<p>By June 30, 2014, 85% of participants will demonstrate reduced drug and alcohol use as measured by individual case plan goal achievement.</p> <p>Goal should be measurable (e.g., "decrease cigarette smoking from 20 per day to 10 per day") and progress toward goal(s) should be clearly documented in the case file.</p> <p>Completed JCP risk assessment should be included in each case file</p>	CORE # Served <i>(should be at least 25 per quarter)</i>					
		# new					
		# terminations					
		# Referred by school staff					
		# Contacts with family					
		# Successful <i>Justification in case file</i>					
% Successful							
Prevention Specialist will participate in school-based meetings where at-risk/high risk youth issues are discussed with school staff (Youth Service Team meetings, etc.)	Reported quarterly. <i>Provide a list of dates attended in the narrative section.</i>	# of meetings attended					

COALITION and SYSTEM DEVELOPMENT

By June 30, 2014, Prevention Specialist will participate in the local coalition and/or Clackamas County Prevention Coalition meetings.	Reported quarterly. <i>Provide a list of the meetings and dates attended in narrative section.</i>	# of meetings attended					
<p>Staff Development</p> <p>By June 30, 2014, Prevention Specialist will participate in <u>Prevention Specialist trainings</u> & work towards becoming a Certified Prevention Specialist or maintaining certification.</p>	Reported quarterly. <i>Provide a list of trainings and dates attended in narrative section.</i>	# trainings attended					
		# of prevention training credit hours					
Prevention Specialist will participate in relevant Coffee Talk and/or other trainings as appropriate over the contract period.	Reported quarterly. <i>Provide a list of trainings and dates attended in the narrative section.</i>	# of trainings attended					

System Development

By June 30, 2014, Appropriate Agency Representative will participate in PreventNet All Staff system development meetings

Reported quarterly.
Provide a list of dates attended in narrative section.

PreventNet meetings attended

--	--	--	--	--	--	--

**Prevention Specialist
2013-2014 Work Plan Comments and Narrative**

Please add narrative necessary to clearly explain the numbers reported.

1st Quarter:

Universal Services

- **Events and dates:**

- **Prosocial activities/dates/times:**

- **Media Ready:**

- **Groups:**

Core Services

- **Core Youth:**

- **Youth Service Team Meeting dates:**

Coalition and System Development

- **Coalition meetings/dates:**

- **Prevention Specialist Trainings/dates:**

- **Coffee Talk and/or other trainings/dates:**

- **PreventNet meeting attendance/dates:**

- **Notable accomplishments:**

2nd Quarter:

Universal Services

- **Events and dates:**

- **Prosocial activities/dates/times:**

- **Media Ready:**

- **Groups:**

Core Services

- **Core Youth:**

- **Youth Service Team Meeting dates:**

Coalition and System Development

- Coalition meetings/dates:
- Prevention Specialist Trainings/dates:
- Coffee Talk and/or other trainings/dates:
- PreventNet meeting attendance/dates:
- Notable accomplishments:

3rd Quarter:

Universal Services

- Events and dates:
- Prosocial activities/dates/times:
- Media Ready:
- Groups:

Core Services

- Core Youth:
- Youth Service Team Meeting dates:

Coalition and System Development

- Coalition meetings/dates:
- Prevention Specialist Trainings/dates:
- Coffee Talk and/or other trainings/dates:
- PreventNet meeting attendance/dates:
- Notable accomplishments:

4th Quarter:

Universal Services

- Events and dates:
- Prosocial activities/dates/times:
- Media Ready:
- Groups:

Core Services

- **Core Youth:**

- **Youth Service Team Meeting dates:**

Coalition and System Development

- **Coalition meetings/dates:**

- **Prevention Specialist Trainings/dates:**

- **Coffee Talk and/or other trainings/dates:**

- **PreventNet meeting attendance/dates:**

- **Notable accomplishments:**

**Exhibit A-3
Commission on Children and Families
Work Plan and Quarterly Report**

Provider: **Todos Juntos – Cedar Ridge Middle School**
Activity: **Prevention Specialist**
Contact: **Director, Eric Johnston**
Prevention Specialist: Michele Emery

Focus Areas: **School Success**
Community Engagement

Outcomes: **Reduce Underage Drinking & Other Substance Abuse**
Pro-social skills and behaviors

Contract **July 1, 2013 - June 30, 2014**

Period: *Core Youth*: 25 (must be screened with JCP Assessment Tool)*
Universal Youth: 100 (measurement with sign-ins, observation)

Increase Community Engagement
*Increased awareness of collective actions
to support children, youth and families*

Prevention Specialist Programming

Program Utilizes Best Practice Programming: YES NO

If yes, please indicate program/curriculum: Media Ready, Boys Council, Girls Circle (*list other curricula*):

Core Youth Definition:

- A core youth meets at least one risk indicator on the JCP screening tool related to drugs and alcohol (e.g., substance abusing family or household member (indicator 5.0 on the JCP), or one of the four items in indicator 6.0 on the JCP, **and**
- Has case file with an individualized case plan developed by the Prevention Specialist with goals identified by the youth and the family related to risk factors on the JCP screen (the family and youth must sign a consent form for services which is to be kept in the case file); **and**
- Has had a minimum of one **(1)** one-on-one case coordination interactions with the Prevention Specialist per week.
- Is also enrolled in academic and/or enrichment programming.

Services are based upon an Average Daily Population (ADP) of at least 25 Core Youth, which means that on any given day during the contract period (including summer), 25 Core youth should be receiving services. *Ideally*, this is the same 25 youth all year, however if youth leave the program, another youth should be given the slot to keep the ADP at 25.

Activities/Outputs	Outcomes/Measurement Tool		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
<p>Description of program or project. Methods for providing program. Specific processes or events undertaken. How many, how often, over what duration, start and end dates?</p>	<p>Identify the instrument used to measure the effectiveness of the activity or program and the timing of its use.</p>	<p># Served # Assessed # Successful % Successful</p>	<p>Reporting numbers are based upon an average daily population of 25 core youth (on any given day, at least 25 CORE youth are being served by the Prevention Specialist.</p>				
UNIVERSAL YOUTH							
<p>Prevention Services</p> <p>By June 30, 2014, Prevention Specialist will plan and implement at least two prevention campaigns that focuses on drug and alcohol education and awareness for children, youth and families in the school community such as:</p> <ul style="list-style-type: none"> ▪ Family Dinner Night ▪ Red Ribbon Week ▪ Prevention Awareness Day ▪ Health Fairs ▪ Awareness walks ▪ Anti-stigma campaigns ▪ Above the Influence/PhotoVoice ▪ Other 	<p>Reported quarterly. A copy of your activity calendar must be submitted with quarterly report.</p> <p>Measured by sign in sheets or total number in attendance.</p>	<p>Univ. # Participants</p>					
<p>Activities to improve pro-social skills</p>	<p>Reported quarterly. Include the activities, dates and times in the narrative section.</p>	<p># of activities # of participants</p>					
<p>Media Ready</p> <p>By June 30, 2014, Prevention Specialist will be certified in the delivery of the Media Ready curriculum and implement Media Ready with no less than 100 youth per year. Prevention Specialist will complete a Teacher Fidelity of Implementation checklist.</p>	<p>By June 30, 2014, 85% of participants will demonstrate an increase in knowledge of drugs and alcohol, resistance skills, and critical thinking skills regarding media messages measured by Media Ready pre/post test fidelity instrument. Participants must complete a pre/post test and demographics must be reported. SCORED Pre/Post tests should be returned to CYF Contract staff.</p>	<p>Univ. # Served Univ. # Successful % Successful = #successful ÷ #participants x 100</p>					
<p>Groups</p> <p>Facilitate small group curriculum (must qualify as an evidenced based practice) for a minimum of 30 unduplicated at-risk youth and their families that are designed to improve life skills, problem-solving and/or parenting skills, and reduce youth drug and alcohol use. Reported quarterly.</p>	<p>By June 30, 2014, 85 %of participants will demonstrate positive change in pro-social skills and reduced drug and alcohol use. Participants must complete pre/post Evaluation Tool provided by evidence-based curriculum. Provide a list of groups conducted in the narrative section</p>	<p># Group participants # Groups # Successful % Successful = #successful ÷ #participants x 100</p>					

CORE YOUTH

<p>By June 30, 2014, provide case-coordination for at least 25 at-risk youth and their families that are designed to improve life skills and reduce substance use. Reported quarterly.</p> <p>Case coordination should include:</p> <ul style="list-style-type: none"> ▪ One-on-one weekly check-in twice per month for mentoring and to work on identified goals in case plan. <p>Referrals to appropriate services/treatment:</p> <ul style="list-style-type: none"> ▪ Family outreach ▪ Mental Health Screens as necessary ▪ Drug and Alcohol assessments as necessary ▪ Other appropriate services 	<p>By June 30, 2014, 85% of participants will demonstrate reduced drug and alcohol use as measured by individual case plan goal achievement.</p> <p>Goal should be measurable (e.g., "decrease cigarette smoking from 20 per day to 10 per day") and progress toward goal(s) should be clearly documented in the case file.</p> <p>Completed JCP risk assessment should be included in each case file</p>	CORE # Served <i>(should be at least 25 per quarter)</i>					
		# new					
		# terminations					
		# Referred by school staff					
		# Contacts with family					
		# Successful <i>Justification in case file</i>					
% Successful							
Prevention Specialist will participate in school-based meetings where at-risk/high risk youth issues are discussed with school staff (Youth Service Team meetings, etc.)	<p>Reported quarterly. <i>Provide a list of dates attended in the narrative section.</i></p>	# of meetings attended					

COALITION and SYSTEM DEVELOPMENT

<p>By June 30, 2014, Prevention Specialist will participate in the local coalition and/or Clackamas County Prevention Coalition meetings.</p>	<p>Reported quarterly. <i>Provide a list of the meetings and dates attended in narrative section.</i></p>	# of meetings attended					
<p>Staff Development</p> <p>By June 30, 2014, Prevention Specialist will participate in <u>Prevention Specialist trainings</u> & work towards becoming a Certified Prevention Specialist or maintaining certification.</p>	<p>Reported quarterly. <i>Provide a list of trainings and dates attended in narrative section.</i></p>	# trainings attended					
		# of prevention training credit hours					
<p>Prevention Specialist will participate in relevant Coffee Talk and/or other trainings as appropriate over the contract period.</p>	<p>Reported quarterly. <i>Provide a list of trainings and dates attended in the narrative section.</i></p>	# of trainings attended					

System Development

By June 30, 2014, Appropriate Agency Representative will participate in PreventNet All Staff system development meetings

Reported quarterly.
Provide a list of dates attended in narrative section.

PreventNet meetings attended

--	--	--	--	--	--

**Prevention Specialist
2013-2014 Work Plan Comments and Narrative**

Please add narrative necessary to clearly explain the numbers reported.

1st Quarter:

Universal Services

- **Events and dates:**

- **Prosocial activities/dates/times:**

- **Media Ready:**

- **Groups:**

Core Services

- **Core Youth:**

- **Youth Service Team Meeting dates:**

Coalition and System Development

- **Coalition meetings/dates:**

- **Prevention Specialist Trainings/dates:**

- **Coffee Talk and/or other trainings/dates:**

- **PreventNet meeting attendance/dates:**

- **Notable accomplishments:**

2nd Quarter:

Universal Services

- **Events and dates:**

- **Prosocial activities/dates/times:**

- **Media Ready:**

- **Groups:**

Core Services

- **Core Youth:**

- **Youth Service Team Meeting dates:**

Coalition and System Development

- Coalition meetings/dates:
- Prevention Specialist Trainings/dates:
- Coffee Talk and/or other trainings/dates:
- PreventNet meeting attendance/dates:
- Notable accomplishments:

3rd Quarter:

Universal Services

- Events and dates:
- Prosocial activities/dates/times:
- Media Ready:
- Groups:

Core Services

- Core Youth:
- Youth Service Team Meeting dates:

Coalition and System Development

- Coalition meetings/dates:
- Prevention Specialist Trainings/dates:
- Coffee Talk and/or other trainings/dates:
- PreventNet meeting attendance/dates:
- Notable accomplishments:

4th Quarter:

Universal Services

- Events and dates:
- Prosocial activities/dates/times:
- Media Ready:
- Groups:

Core Services

- **Core Youth:**

- **Youth Service Team Meeting dates:**

Coalition and System Development

- **Coalition meetings/dates:**

- **Prevention Specialist Trainings/dates:**

- **Coffee Talk and/or other trainings/dates:**

- **PreventNet meeting attendance/dates:**

- **Notable accomplishments:**

**Exhibit A-3
Commission on Children and Families
Work Plan and Quarterly Report**

Provider: **Todos Juntos – Baker Prairie Middle School**
Activity: **Prevention Specialist**
Contact: **Director, Eric Johnson**
Prevention Specialist: Albert Garcia

Focus Areas: **School Success**
Community Engagement

Outcomes: **Reduce Underage Drinking & Other Substance Abuse**
Pro-social skills and behaviors

Contract **July 1, 2013 - June 30, 2014**

Period: *Core Youth*: 25 (must be screened with JCP Assessment Tool)*
Universal Youth: 100 (measurement with sign-ins, observation)

Increase Community Engagement
*Increased awareness of collective actions
to support children, youth and families*

Prevention Specialist Programming

Program Utilizes Best Practice Programming: YES NO

If yes, please indicate program/curriculum: Media Ready, Boys Council, Girls Circle (*list other curricula*):

Core Youth Definition:

- A core youth meets at least one risk indicator on the JCP screening tool related to drugs and alcohol (e.g., substance abusing family or household member (indicator 5.0 on the JCP), or one of the four items in indicator 6.0 on the JCP, **and**
- Has case file with an individualized case plan developed by the Prevention Specialist with goals identified by the youth and the family related to risk factors on the JCP screen (the family and youth must sign a consent form for services which is to be kept in the case file); **and**
- Has had a minimum of one **(1)** one-on-one case coordination interactions with the Prevention Specialist per week.
- Is also enrolled in academic and/or enrichment programming.

Services are based upon an Average Daily Population (ADP) of at least 25 Core Youth, which means that on any given day during the contract period (including summer), 25 Core youth should be receiving services. *Ideally*, this is the same 25 youth all year, however if youth leave the program, another youth should be given the slot to keep the ADP at 25.

Activities/Outputs	Outcomes/Measurement Tool	# Served	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
			Reporting numbers are based upon an average daily population of 25 core youth (on any given day, at least 25 CORE youth are being served by the Prevention Specialist.				
Description of program or project. Methods for providing program. Specific processes or events undertaken. How many, how often, over what duration, start and end dates?		Identify the instrument used to measure the effectiveness of the activity or program and the timing of its use.					

UNIVERSAL YOUTH

Prevention Services

<p>By June 30, 2014, Prevention Specialist will plan and implement at least two prevention campaigns that focuses on drug and alcohol education and awareness for children, youth and families in the school community such as:</p> <ul style="list-style-type: none"> ▪ Family Dinner Night ▪ Red Ribbon Week ▪ Prevention Awareness Day ▪ Health Fairs ▪ Awareness walks ▪ Anti-stigma campaigns ▪ Above the Influence/PhotoVoice ▪ Other 	<p>Reported quarterly. A copy of your activity calendar must be submitted with quarterly report.</p> <p>Measured by sign in sheets or total number in attendance.</p>	Univ. # Participants					
<p>Activities to improve pro-social skills</p>	<p>Reported quarterly. Include the activities, dates and times in the narrative section.</p> <p>By June 30, 2014, 85% of participants will demonstrate an increase in knowledge of drugs and alcohol, resistance skills, and critical thinking skills regarding media messages measured by Media Ready pre/post test fidelity instrument. Participants must complete a pre/post test and demographics must be reported.</p> <p>SCORED Pre/Post tests should be returned to CYF Contract staff.</p>	# of activities # of participants Univ. # Served Univ. # Successful					
<p>Media Ready</p> <p>By June 30, 2014, Prevention Specialist will be certified in the delivery of the Media Ready curriculum and implement Media Ready with no less than 100 youth per year. Prevention Specialist will complete a Teacher Fidelity of Implementation checklist.</p>		% Successful = #successful ÷ #participants x 100					

<p>Groups</p> <p>Facilitate small group curriculum (must qualify as an evidenced based practice) for a minimum of 30 unduplicated at-risk youth and their families that are designed to improve life skills, problem-solving and/or parenting skills, and reduce youth drug and alcohol use. Reported quarterly.</p>	<p>By June 30, 2014, 85% of participants will demonstrate positive change in pro-social skills and reduced drug and alcohol use. Participants must complete pre/post Evaluation Tool provided by evidence-based curriculum. Provide a list of groups conducted in the narrative section</p>	# Group participants # Groups # Successful % Successful = #successful ÷ #participants x 100					
--	---	---	--	--	--	--	--

CORE YOUTH

<p>By June 30, 2014, provide case-coordination for at least 25 at-risk youth and their families that are designed to improve life skills and reduce substance use. Reported quarterly.</p> <p>Case coordination should include:</p> <ul style="list-style-type: none"> ▪ One-on-one weekly check-in twice per month for mentoring and to work on identified goals in case plan. <p>Referrals to appropriate services/treatment:</p> <ul style="list-style-type: none"> ▪ Family outreach ▪ Mental Health Screens as necessary ▪ Drug and Alcohol assessments as necessary ▪ Other appropriate services 	<p>By June 30, 2014, 85% of participants will demonstrate reduced drug and alcohol use as measured by individual case plan goal achievement.</p> <p>Goal should be measurable (e.g., "decrease cigarette smoking from 20 per day to 10 per day") and progress toward goal(s) should be clearly documented in the case file.</p> <p>Completed JCP risk assessment should be included in each case file</p>	CORE # Served <i>(should be at least 25 per quarter)</i>					
		# new					
		# terminations					
		# Referred by school staff					
		# Contacts with family					
		# Successful <i>Justification in case file</i>					
% Successful							
Prevention Specialist will participate in school-based meetings where at-risk/high risk youth issues are discussed with school staff (Youth Service Team meetings, etc.)	<p>Reported quarterly. <i>Provide a list of dates attended in the narrative section.</i></p>	# of meetings attended					

COALITION and SYSTEM DEVELOPMENT

<p>By June 30, 2014, Prevention Specialist will participate in the local coalition and/or Clackamas County Prevention Coalition meetings.</p>	<p>Reported quarterly. <i>Provide a list of the meetings and dates attended in narrative section.</i></p>	# of meetings attended					
<p>Staff Development</p> <p>By June 30, 2014, Prevention Specialist will participate in <u>Prevention Specialist trainings</u> & work towards becoming a Certified Prevention Specialist or maintaining certification.</p>	<p>Reported quarterly. <i>Provide a list of trainings and dates attended in narrative section.</i></p>	# trainings attended					
		# of prevention training credit hours					
<p>Prevention Specialist will participate in relevant Coffee Talk and/or other trainings as appropriate over the contract period.</p>	<p>Reported quarterly. <i>Provide a list of trainings and dates attended in the narrative section.</i></p>	# of trainings attended					

System Development

By June 30, 2014, Appropriate Agency Representative will participate in PreventNet All Staff system development meetings

Reported quarterly.
Provide a list of dates attended in narrative section.

PreventNet meetings attended

--	--	--	--	--	--

**Prevention Specialist
2013-2014 Work Plan Comments and Narrative**

Please add narrative necessary to clearly explain the numbers reported.

1st Quarter:

Universal Services

- **Events and dates:**

- **Prosocial activities/dates/times:**

- **Media Ready:**

- **Groups:**

Core Services

- **Core Youth:**

- **Youth Service Team Meeting dates:**

Coalition and System Development

- **Coalition meetings/dates:**

- **Prevention Specialist Trainings/dates:**

- **Coffee Talk and/or other trainings/dates:**

- **PreventNet meeting attendance/dates:**

- **Notable accomplishments:**

2nd Quarter:

Universal Services

- **Events and dates:**

- **Prosocial activities/dates/times:**

- **Media Ready:**

- **Groups:**

Core Services

- **Core Youth:**

- **Youth Service Team Meeting dates:**

Coalition and System Development

- Coalition meetings/dates:
- Prevention Specialist Trainings/dates:
- Coffee Talk and/or other trainings/dates:
- PreventNet meeting attendance/dates:
- Notable accomplishments:

3rd Quarter:

Universal Services

- Events and dates:
- Prosocial activities/dates/times:
- Media Ready:
- Groups:

Core Services

- Core Youth:
- Youth Service Team Meeting dates:

Coalition and System Development

- Coalition meetings/dates:
- Prevention Specialist Trainings/dates:
- Coffee Talk and/or other trainings/dates:
- PreventNet meeting attendance/dates:
- Notable accomplishments:

4th Quarter:

Universal Services

- Events and dates:
- Prosocial activities/dates/times:
- Media Ready:
- Groups:

Core Services

- **Core Youth:**

- **Youth Service Team Meeting dates:**

Coalition and System Development

- **Coalition meetings/dates:**

- **Prevention Specialist Trainings/dates:**

- **Coffee Talk and/or other trainings/dates:**

- **PreventNet meeting attendance/dates:**

- **Notable accomplishments:**

**EXHIBIT B-3
CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION
PREVENTION COMMUNITY SCHOOLS SERVICES Approved Budget 2013-2014**

Organization:	Todos Juntos		Report For:	<input checked="" type="checkbox"/> Jul 12	<input type="checkbox"/> Aug 12	<input type="checkbox"/> Sep 12
Service:	Prevention Specialist Services	Estacada		<input type="checkbox"/> Oct 12	<input type="checkbox"/> Nov 12	<input type="checkbox"/> Dec 12
Program Contact:	Eric Johnston			<input type="checkbox"/> Jan 13	<input type="checkbox"/> Feb 13	<input type="checkbox"/> Mar 13
Date:	July 1, 2013	June 30, 2014		<input type="checkbox"/> Apr 13	<input type="checkbox"/> May 13	<input type="checkbox"/> Jun 13

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
Personnel (List salary, FTE & Fringe costs for each position)									
CPS, Site Coordinator .617 FTE x \$34,000	\$ 21,000.00		\$ 21,000.00			\$ -	\$ -	\$ -	\$ -
Site Coordinator fringe @ .14	\$ 2,940.00		\$ 2,940.00			\$ -	\$ -	\$ -	\$ -
CPS #2 x 0.5 FTE X \$34,000	\$ 17,000.00		\$ 17,000.00			\$ -	\$ -	\$ -	\$ -
CPS #2 Fringe @ .14%	\$ 2,380.00		\$ 2,380.00			\$ -	\$ -	\$ -	\$ -
Program Supervision .1 FTE	\$ 7,500.00		\$ 7,500.00			\$ -	\$ -	\$ -	\$ -
Program Supervision Fringe @ .14%	\$ 1,050.00		\$ 1,050.00			\$ -	\$ -	\$ -	\$ -
After School Staff .064 FTE	\$ 2,000.00		\$ 2,000.00			\$ -	\$ -	\$ -	\$ -
After School Staff fringe @ .14%	\$ 280.00		\$ 280.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 54,150.00	\$ -	\$ 54,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
Executive Director									
Executive Director			\$ -			\$ -	\$ -	\$ -	\$ -
Bookkeeper/payroll fringe	\$ 1,500.00		\$ 1,500.00			\$ -	\$ -	\$ -	\$ -
Fund Development	\$ 1,500.00		\$ 1,500.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Administration	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Program Supplies	\$ 750.00		\$ 750.00			\$ -	\$ -	\$ -	\$ -
General Supplies	\$ 765.00		\$ 765.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
Rental/Repair	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
General Office			\$ -			\$ -	\$ -	\$ -	\$ -
Rent			\$ -			\$ -	\$ -	\$ -	\$ -
Utilities			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Phone	\$ 600.00		\$ 600.00			\$ -	\$ -	\$ -	\$ -
Insurance(s)	\$ 1,000.00		\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
Training	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -

Professional Fees & Contract Svcs									
Audit	\$ 1,000.00		\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Mileage	\$ 1,000.00		\$ 1,000.00						
Bus Transportation	\$ -		\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
Youth Meals			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 5,715.00	\$ -	\$ 5,715.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 62,865.00	\$ -	\$ 62,865.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

49110

**EXHIBIT 3-A
CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION
PREVENTNET COMMUNITY SCHOOLS SERVICES Approved Budget 2013-2014**

Organization:	Todos Juntos		Report For:	<input checked="" type="checkbox"/> Jul 12	<input type="checkbox"/> Aug 12	<input type="checkbox"/> Sep 12
Service:	PreventNet Prevention Specialist Services	Molalla		<input type="checkbox"/> Oct 12	<input type="checkbox"/> Nov 12	<input type="checkbox"/> Dec 12
Program Contact:	Eric Johnston			<input type="checkbox"/> Jan 13	<input type="checkbox"/> Feb 13	<input type="checkbox"/> Mar 13
Date:	July 1, 2013	June 30, 2014		<input type="checkbox"/> Apr 13	<input type="checkbox"/> May 13	<input type="checkbox"/> Jun 13

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
Personnel (List salary, FTE & Fringe costs for each position)									
CPS, Site Coordinator .617 FTE x \$34,000	\$ 21,000.00		\$ 21,000.00			\$ -	\$ -	\$ -	\$ -
Site Coordinator fringe @ .14	\$ 2,940.00		\$ 2,940.00			\$ -	\$ -	\$ -	\$ -
CPS Support x .470 FTE X \$34,000	\$ 16,000.00		\$ 16,000.00			\$ -	\$ -	\$ -	\$ -
Project Oversight Fringe	\$ 2,240.00		\$ 2,240.00			\$ -	\$ -	\$ -	\$ -
Program Supervision .1 FTE	\$ 7,500.00		\$ 7,500.00			\$ -	\$ -	\$ -	\$ -
Project Oversight Fringe	\$ 1,050.00		\$ 1,050.00			\$ -	\$ -	\$ -	\$ -
After School Staff .130 FTE	\$ 4,100.00		\$ 4,100.00			\$ -	\$ -	\$ -	\$ -
After School Staff fringe @ .14%	\$ 574.00		\$ 574.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 55,404.00	\$ -	\$ 55,404.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
Executive Director									
			\$ -			\$ -	\$ -	\$ -	\$ -
Bookkeeper/payroll fringe	\$ 1,500.00		\$ 1,500.00			\$ -	\$ -	\$ -	\$ -
Fund Development	\$ 1,500.00		\$ 1,500.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Administration	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Program Supplies	\$ 650.00		\$ 650.00			\$ -	\$ -	\$ -	\$ -
General Supplies	\$ 465.00		\$ 465.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
Rental/Repair	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -

General Office			\$ -			\$ -	\$ -	\$ -	\$ -
Rent			\$ -			\$ -	\$ -	\$ -	\$ -
Utilities			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Phone	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -
Insurance(s)	\$ 1,000.00		\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
Training			\$ -			\$ -	\$ -	\$ -	\$ -
Professional Fees & Contract Svcs									
Audit	\$ 1,000.00		\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Mileage	\$ 1,000.00		\$ 1,000.00						
Bus Transportation	\$ -		\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
Youth Meals			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 4,715.00	\$ -	\$ 4,715.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 63,119.00	\$ -	\$ 63,119.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

EXHIBIT 3-A
CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION
PREVENTNET COMMUNITY SCHOOLS SERVICES Approved Budget 2013-2014

Organization: <i>Todos Juntos</i>	Report For:
Service: <i>PreventNet Prevention Specialist Services Canby</i>	<input checked="" type="checkbox"/> Jul 12 <input type="checkbox"/> Aug 12 <input type="checkbox"/> Sep 12
Program Contact: <i>Eric Johnston</i>	<input type="checkbox"/> Oct 12 <input type="checkbox"/> Nov 12 <input type="checkbox"/> Dec 12
Date: <i>July 1, 2013 June 30, 2014</i>	<input type="checkbox"/> Jan 13 <input type="checkbox"/> Feb 13 <input type="checkbox"/> Mar 13
	<input type="checkbox"/> Apr 13 <input type="checkbox"/> May 13 <input type="checkbox"/> Jun 13

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
Personnel (List salary, FTE & Fringe costs for each position)									
CPS, Site Coordinator .50 FTE x \$34,000	\$ 17,000.00		\$ 17,000.00			\$ -	\$ -	\$ -	\$ -
Site Coordinator fringe @ .14	\$ 2,380.00		\$ 2,380.00			\$ -	\$ -	\$ -	\$ -
CPS Support x 0.29FTE X \$34,000	\$ 10,000.00		\$ 10,000.00			\$ -	\$ -	\$ -	\$ -
CPS Support Fringe	\$ 1,400.00		\$ 1,400.00			\$ -	\$ -	\$ -	\$ -
Program Supervision .068 FTE	\$ 5,000.00		\$ 5,000.00			\$ -	\$ -	\$ -	\$ -
Project Oversight Fringe	\$ 700.00		\$ 700.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 36,480.00	\$ -	\$ 36,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
Executive Director									
Executive Director			\$ -			\$ -	\$ -	\$ -	\$ -
Bookkeeper/payroll fringe	\$ 1,500.00		\$ 1,500.00			\$ -	\$ -	\$ -	\$ -
Fund Development	\$ 1,000.00		\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Administration	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Program Supplies	\$ 460.00		\$ 460.00			\$ -	\$ -	\$ -	\$ -
General Supplies	\$ 460.00		\$ 460.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
Rental/Repair	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -

General Office			\$ -			\$ -	\$ -	\$ -	\$ -
Rent			\$ -			\$ -	\$ -	\$ -	\$ -
Utilities			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Phone	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -
Insurance(s)	\$ 600.00		\$ 600.00			\$ -	\$ -	\$ -	\$ -
Training	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -
Professional Fees & Contract Svcs									
Audit	\$ 500.00		\$ 500.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Mileage	\$ 600.00		\$ 600.00						
	\$ -		\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
Youth Meals			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 3,520.00	\$ -	\$ 3,520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 42,500.00	\$ -	\$ 42,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

EXHIBIT 3-A
CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION
PREVENTNET COMMUNITY SCHOOLS SERVICES Approved Budget 2013-2014

Organization:	Todos Juntos	Report For:	<input type="checkbox"/> Jul 12	<input type="checkbox"/> Aug 12	<input type="checkbox"/> Sep 12
Service:	PreventNet Prevention Specialist Services Sandy		<input type="checkbox"/> Oct 12	<input type="checkbox"/> Nov 12	<input type="checkbox"/> Dec 12
Program Contact:	Eric Johnston		<input type="checkbox"/> Jan 13	<input type="checkbox"/> Feb 13	<input type="checkbox"/> Mar 13
Date:	July 1, 2013 June 30, 2014		<input type="checkbox"/> Apr 13	<input type="checkbox"/> May 13	<input type="checkbox"/> Jun 13

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
Personnel (List salary, FTE & Fringe costs for each position)									
CPS, Site Coordinator .617 FTE x \$34,000	\$ 21,000.00		\$ 21,000.00			\$ -	\$ -	\$ -	\$ -
Site Coordinator fringe @ .14	\$ 2,940.00		\$ 2,940.00			\$ -	\$ -	\$ -	\$ -
CPS Support x .235 FTE X \$34,000	\$ 8,000.00		\$ 8,000.00			\$ -	\$ -	\$ -	\$ -
Project Oversight Fringe	\$ 1,120.00		\$ 1,120.00			\$ -	\$ -	\$ -	\$ -
Program Supervision .1 FTE	\$ 7,500.00		\$ 7,500.00			\$ -	\$ -	\$ -	\$ -
Project Oversight Fringe	\$ 1,050.00		\$ 1,050.00			\$ -	\$ -	\$ -	\$ -
After School Staff .128 FTE	\$ 4,000.00		\$ 4,000.00			\$ -	\$ -	\$ -	\$ -
After School Staff fringe @ .14%	\$ 560.00		\$ 560.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 46,170.00	\$ -	\$ 46,170.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
Executive Director									
			\$ -			\$ -	\$ -	\$ -	\$ -
Bookkeeper/payroll fringe	\$ 1,500.00		\$ 1,500.00			\$ -	\$ -	\$ -	\$ -
Fund Development	\$ 1,500.00		\$ 1,500.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Administration	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Program Supplies	\$ 446.00		\$ 446.00			\$ -	\$ -	\$ -	\$ -
General Supplies	\$ 500.00		\$ 500.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
Rental/Repair	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -

General Office			\$ -			\$ -	\$ -	\$ -	\$ -
Rent			\$ -			\$ -	\$ -	\$ -	\$ -
Utilities			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Phone	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -
Insurance(s)	\$ 1,000.00		\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
Training	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -
			\$ -						
Professional Fees & Contract Svcs									
Audit	\$ 1,000.00		\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Mileage	\$ 1,000.00		\$ 1,000.00						
Bus Transportation	\$ -		\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
Youth Meals			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 4,846.00	\$ -	\$ 4,846.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 54,016.00	\$ -	\$ 54,016.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

October 31, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a new revenue grant agreement #143912 with the State of Oregon, Division of Medical Assistance Programs.

Purpose/Outcomes	To support targeted outreach and public education to those who are potentially eligible as outlined in the federal requirements to access health coverage through Cover Oregon, including consumers living in geographic isolation or with additional barriers to enrolling themselves or members of their family.
Dollar Amount and Fiscal Impact	Contract provides revenue of \$29,249.00
Funding Source	252-3010-8002-330001 – Finance & Administration – Fiscal Services
Safety Impact	None
Duration	Effective upon signature and terminates 6 months from the effective date.
Previous Board Action	New contract, no previous Board Action.
Contact Person	Richard Swift, Interim Health Center Director – 503-656-5694
Contract No.	6476

BACKGROUND:

The Clackamas County Health, Housing and Human Services Department (H3S) has been awarded grant funding from the State of Oregon, Division of Medical Assistance Programs.

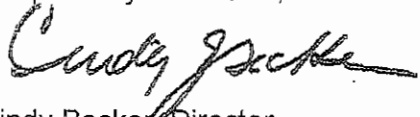
The revenue from this grant agreement allows the County to support targeted outreach and public education to those who are potentially eligible as outlined in the federal requirements to access health coverage through Cover Oregon, including consumers living in geographic isolation or with additional barriers to enrolling themselves or members of their family.

This contract is effective upon signature and terminates 6 months from the effective date. This contract has been reviewed by County Counsel on October 23, 2013.

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



Agreement Number 143912

**STATE OF OREGON
INTERGOVERNMENTAL 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 the Oregon Health Authority, hereinafter referred to as "OHA," and

**Clackamas County Health, Housing and Human Services Department
2051 Kaen Road, Suite 367
Oregon City, Oregon 97045
Telephone: 503-742-5983
Fax: 503-742-5979
E-mail address: dfielitz@co.clackamas.or.us**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to the OHA's

**Division of Medical Assistance Programs
Office of Client and Community Services
500 Summer Street NE, E-40
Salem, Oregon 97301
Agreement Administrator: Perry DeJoode or delegate
Telephone: 503-945-6525
Facsimile: 503-945-6871
E-mail address: perry.b.dejoode@state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **6 months** after the effective date. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by County 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: Standards
- (3) Exhibit A, Part 3: Payment and Financial Reporting
- (4) Exhibit A, Part 4: Special Terms and Conditions
- (5) Exhibit B: Standard Terms and Conditions
- (6) Exhibit C: Subcontractor Insurance Requirements
- (7) Exhibit D: Required Federal Terms and Conditions
- (8) Attachment A: Form of Monthly Expenditure Report
- (9) Attachment B: Form of Monthly Activity Report

There are no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified in it.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, and C.

c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Disbursement Generally.

OHA will disburse the grant funds to County as described in Exhibit A.

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:

County is a sub-recipient; **OR** County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: Not Applicable

5. County Data and Certification

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Clackamas County

Street address: 2051 Kacen Rd.

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

Email address: Emily2wetzig

Telephone: (503) 742-5318 Facsimile: (503) 742-5311

Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: Self-Insured

Policy #: _____ Expiration Date: _____

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

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

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in this Section 5., County Data and Certification, is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small

business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at:
<https://www.sam.gov/portal/public/SAM/>; and
 - (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

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

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

1. Signatures:

Clackamas County Health, Housing and Human Services Department
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
Not required per OAR 137-045-0030(1)(a)

Office of Contracts and Procurement

Jewelee Bell, Contract Specialist	Date
-----------------------------------	------

EXHIBIT A
Part 1
Program Description

OHA will provide Outreach and Enrollment Grant Program funding to the County to support targeted outreach and public education to those who are potentially eligible as outlined in the federal requirements to access health coverage through Cover Oregon, including consumers living in geographic isolation or with additional barriers to enrolling themselves or members of their family.

Grant funds are intended to cover expenses for staff time dedicated to Cover Oregon outreach and public education efforts, local travel, and other expenses necessary to reach and provide assistance to targeted consumers.

County shall ensure that all staff providing outreach and public education have completed enrollment assistance training provided by OHA in partnership with Cover Oregon.

OHA will provide technical assistance and training, publications and other promotional materials. Flyers, posters, template ads, presentations, web-banners, and other materials that may be used for this project are available through the Cover Oregon online store. OHA will send an invitation to County to set up an account at the Cover Oregon online store.

County shall provide monthly expenditure reports and monthly activity reports using the OHA approved format for reports.

County shall perform outreach and public education activities including, but not limited to the following OHA approved work plan. Upon written approval, OHA and County may agree to alter the approved work plan at any time.

Strategy 1: Event Notification

Objective	Activities	Milestones	Community Impact	Staff Responsible
Increase community knowledge of Cover Oregon in rural Clackamas County.	Use newspaper, mailings, radio, social media and Op Eds as notification channels.	Develop Cover Oregon materials to include event dates and promotional messages (Oct 21).	Increase knowledge of Cover Oregon in rural areas and with target audiences.	Aaron Abrams and Julie Hertel, H3S, will coordinate efforts.
Increase community knowledge of Cover Oregon within all target audiences (young individuals, young families, and Latinos).	Distribute promotional materials	Materials production (Nov 1). Distribute promotional materials (Oct 2013 – Jan 2014).	Success would mean 300-450 individual educational contacts.	
Decrease Number of uninsured and underinsured in target areas and demographic groups		Stagger release of information and mailings to coincide with scheduled events (through March 2014).	Will benefit the community by providing specific information and ways to access Cover Oregon resources.	

Strategy 2: Outreach to Latino Communities

Objective	Activities	Milestones	Community Impact	Staff Responsible
Increase knowledge of Cover Oregon within Latino communities.	Develop culturally appropriate materials in Spanish.	Latino churches engaged (through January 1, 2014).	Increased number of partnerships with faith-based partners. Goal – 8 to 10 new partners.	Judi Martin, H3S will coordinate activities.
Decrease number of uninsured and underinsured in Latino communities.	Identify local community centers and tiendas and deploy volunteers and staff to provide information to rural Latino residents.	Volunteers (Community Educators) trained (October 2013).	Improved communication and collaboration.	
Develop new partnerships with Latino organizations and community leaders to maintain communication and provide updates in the future.	Schedule faith-based luncheon with 8-10 Latino leaders who will then communicate with their members.	Luncheon held (October 2013)		

Strategy 3: Hold Community Events

Objective	Activities	Milestones	Community Impact	Staff Responsible
Increase knowledge of Cover Oregon within rural populations.	Conduct three community events in rural areas.	Schedule events (October 2013).	Benefit to the community by ensuring better health and lower chances of financial impacts from health issues.	Tenille Beseda, H3S will coordinate activities.
Provide information on how to sign up for Cover Oregon.	Identify local community centers serving members of target populations.	Recruit and train volunteers (Community Educators) (October 2013).	Improved communication and collaboration for local Cover Oregon campaign.	
Reduce the number of uninsured and underinsured in rural Clackamas County.	Enter into contracts to use facilities. Recruit and train volunteers to provide information.	Events held (November 2013-January 15, 2014).	Success would be defined as moving 200-450 young uninsured, rural, and Latino residents to action to sign up with Cover Oregon.	

County anticipated goals and activities for the grant period include, but are not limited to those listed in the following table. Upon written approval, OHA and County may agree to alter the approved goals and activities at any time.

Outreach Activity	Total number of occurrences for this activity	Total number of people reached across all occurrences according to directions provided.	Counties Reached by this activity
A1. Meetings to provide enrollment assistance (by county)	N/A	Please enter the number of people expected to apply for coverage across all occurrences.	
A2. One-on-one meetings with decision makers and community leaders (by county)	N/A	Please enter the number of community leaders you expect to speak with across all occurrences.	
A3. Tabled or presented at a community event, forum, etc.	N/A	Please enter the number of people you expect to reach at community events.	
A4. Attended community meetings to network with community groups	10	Please enter the number of new contacts you expect to make with this activity. 12 (mainly faith-based partners)	Clackamas
A5. Distributed brochures, flyers and other printed materials	2,500 brochures & 1,000 flyers distributed to date. Expect to distribute additional 2,500	Please enter the number of brochures or flyers you expect to distribute. 6,000	Clackamas
A6. Hosted community event or forum to promote Cover Oregon	3 Community Fairs	Please enter the number of people you expect to reach across all occurrences. 450	Clackamas
A7. Direct mail to consumers or small businesses to promote Cover Oregon	N/A	Please enter the number of pieces you expect to mail.	
A8. Published article(s) promoting Cover Oregon in local organizational newsletters.	3	Please enter the number of organizations you expect to run articles because you asked. 3	Clackamas
A9. Transmitted e-mail blasts or electronic communications to promote Cover Oregon	3	Please enter the number of addresses on your organization's subscription list. 2,500 (includes partner email lists)	Clackamas

A10. Submitted newspaper articles, letters to the editor, or editorials to promote Cover Oregon	Pitch articles and editorials to each of the following papers: Sandy Times, Mt. Hood Times, Estacada News, Canby Herald, Molalla Pioneer, Oregon City News, Sandy Post, Wilsonville Spokesman, The Oregonian	Please enter the approximate combined readership of the newspapers in which items will be submitted. 30,000	Clackamas
A11. Placed radio ads promoting Cover Oregon	Ads will be placed with KRYP – Regional Spanish KKRZ – Top 40 KUPL – Country K103 – Soft Rock	Please enter the approximate listening audience of the radio stations that aired ads. Stations are broadcast throughout the entire Portland Metropolitan Area (pop ~2.3 million)	Clackamas Washington Multnomah
A12. Placed content promoting Cover Oregon on our website or social media page	11 organizations have promoted this on their websites and social media	If web analytics are available, please provide the number of views your organization averages monthly. Unknown	Clackamas
A13. Targeted neighborhood canvasses to promote Cover Oregon	N/A	Please enter the number of contacts you expect to make due to knocking on doors.	
A14. Targeted phone calls to promote Cover Oregon	N/A	Please enter the number of contacts you expect to reach.	

EXHIBIT A
Part 2
Standards

County must adhere to the following Standards when providing services throughout the Grant period.

1. Cultural Competency Standards

Each standard is not intended to be all-inclusive. Consistent with the philosophy that attaining cultural and linguistic competence is an ongoing, developmental process, there are some indicators that are required to be in place on the day that County begins operations.

- a. County shall demonstrate the alternatives and options available for consumers requesting application assistance that accommodate individual preference, cultural and linguistic differences or people with disabilities or facing other barriers.
- b. County shall demonstrate the existence of policies and procedures for meeting consumer language needs.
- c. County shall demonstrate in-person, phone, and electronic consumer access to bilingual-bicultural staff for those languages and cultures County intends to serve.
- d. County shall identify populations whose primary language is other than English by region or County within the region in which they provide services.
- e. County shall demonstrate how consumers whose primary language is other than English, but not a language broadly available, will be assisted to secure or link to appropriate services. County shall also demonstrate the progressive steps to assist these consumers to obtain services in their primary language.
- f. County should have available culturally and linguistically appropriate written information for identified consumer populations. Literature shall be produced at the sixth grade reading level.
- g. County shall demonstrate its approach to informing ethnic consumers of the availability of cultural and linguistic services and programs.
- h. County shall assess factors and develop a plan to facilitate the ease with which culturally diverse populations can obtain services. Such factors should include: location, hours of operation or other relevant areas; adapting physical facilities to be comfortable and inviting to persons of diverse cultural backgrounds; locating facilities in settings that are non-threatening, including co-location of services or partnerships with community groups. Staff may also travel to the consumer and provide service off-site.

2. Organization Standards

County shall not:

- a. Offer or provide any gift, favors or other inducement (including food) to potential Applicants without prior approval from OHA or Cover Oregon.

- b. Accept money or premium payments.
- c. Submit eligibility or enrollment information without obtaining permission from the Applicant.
- d. Divulge any information obtained while conducting outreach and public education.
- e. Invite or influence an employee or his/her dependents to separate from any health insurance plan or arrange for this to occur.
- f. Use any person who has not passed a criminal history check to perform services under the Grant.
- g. Provide inaccurate, misleading or coercive oral or written information or materials.
- h. Encourage Applicants to include on the application any false or misleading information regarding income, residency, alienage and other eligibility information.

3. Community Educator Standards

- a. All Community Educators must attend the Cover Oregon enrollment assistance training offered by OHA.
- b. Community Educators will provide information about Cover Oregon and possible public and private health insurance coverage options to potentially eligible Oregonians. Community Educators will not provide enrollment assistance. However, Community Educators must provide informational materials about Cover Oregon and coverage options. Successful Proposers shall use informational materials provided by OHA and Cover Oregon, or receive approval prior to using any other materials.
- c. The Community Educator will refer potential Applicants to a certified Cover Oregon application assister or insurance agent.
- d. Community Educators will provide information to potential Applicants. Information provided will explain Cover Oregon and give the potential Applicant enough information to know about coverage options through Cover Oregon and how to apply or get help with the application process.
- e. The Community Educator shall disclose any relationships the Community Educator or organization has with insurers, their subsidiaries, or other potential conflicts of interest as defined by OHA.
- f. The Community Educator shall obtain any appropriate permissions from the Applicant prior to referring the potential Applicant to a certified Cover Oregon application assister or insurance agent.

EXHIBIT A
Part 3
Budget and Financial Reporting

1. Disbursement Generally

OHA will disburse the Grant to County upon approval by OHA of a copy of a completed Reimbursement Request, including details and copies of actual receipts for supplies and equipment subject to the following conditions.

- a. 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.
- b. No default as described in Section 7 (Default) of Exhibit B, Standard Terms and Conditions, has occurred.
- c. OHA has received from County a reimbursement request acceptable to OHA describing Program costs for which reimbursement is requested.

2. Expenditure of Grant Funds

County may expend the Grant funds solely to cover costs necessarily incurred by County in operating the Program and subject to the following restrictions and any other restrictions imposed by other provisions of this Agreement or by applicable law.

3. Personnel Expenses

Personnel expenses are limited to expenses for staff that are directly working on this project.

4. Travel Expenses

OHA will reimburse County for approved travel expenses at rates not to exceed current state rates (for non-represented employees) in effect at the time the expenses are incurred. All travel shall be conducted in the most efficient and cost-effective manner and result in the best value to the State. Personal expenses will not be authorized at any time. Amounts reimbursed for travel expenses are included in, and not in addition to, the Grant Agreement. Only local travel is reimbursable under the Grant Agreement; OHA may reimburse for out-of-town travel if it is for a pre-approved OHA workshop or training. Out-of-state travel is not reimbursable under this Grant Agreement.

5. Outreach and Public Education and Material Expenses

OHA will reimburse for costs for approved outreach and public education materials. Cover Oregon will provide flyers, posters, template ads, presentations, web-banners, and other materials that may be used for this project. Materials will be available online for order and direct delivery at no cost. The materials will be available in multiple languages with customizable versions for organizations to add contact information. Cover Oregon is also running a statewide marketing campaign including television and radio advertising.

6. Office space and furniture

OHA will not fund office space directly. County will provide this in-kind.

7. Indirect/Administrative Expenses

You may request up to 12% of the total budget for Indirect/Administrative Costs.

8. Budget Transfers

- a. County may reallocate up to 10% of the budgeted amount for a line item of the OHA-approved budget, to other line item(s) in OHA-approved budget, without OHA's approval.
- b. County may not reallocate any amount from any line item of the OHA-approved budget in an aggregate amount greater than 10% of the amount for that line item, to other line item(s) in the OHA-approved budget, without OHA approval.
- c. In the event County adjusts its line-item budget as described, County shall report such adjustment in writing to OHA with its next monthly expenditure report after making the adjustment.

Approved Budget	
Expenses	Not to Exceed Amount
Personnel Expenses:	
Salary	\$0
Benefits	\$0
Total Payroll Expenses	\$0
Travel Expenses:	
Mileage – at current State of Oregon rate	\$1,305
Training and meetings	\$
Total Travel Expenses	\$1,305
Total Outreach and Public Education Materials Expenses:	
Office Supplies (copy paper, pen, file folders/ink/toner, printer)	\$250
Event Notification	\$15,000
Printing – Event Materials	\$1,500
Fair Venue Rental	\$1,200
Communications Service	\$240
Laptops	\$600
Event Incidentals	\$2,000
Transit Passes	\$1,500
Purchased services	\$2,520
Other	-0-
Total Outreach and Public Education Materials Expenses	\$24,810
Subtotal Expenses	\$26,115
Indirect/Administrative Expenses	\$3,134
Total Approved Budget	\$29,249

NOTE: OHA or Cover Oregon may request documentation at any time related to the budget and reported expenses.

EXHIBIT A
Part 4
Special Terms and Conditions

1. Confidentiality of Client Information

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child except as required by state or federal law, court order or other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. Except as required by state or federal law or court order, the use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. OHA, County and any subcontractor will share information as necessary to effectively serve OHA clients.

2. Amendments

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) OHA may extend the Agreement for additional periods of time and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work based on the original scope of work of RFGP #OHA-3640-13 for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

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

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b. County shall make reports of suspected abuse of persons who are members of the classes established in section 3.a. above to appropriate authorities as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person’s age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Media Disclosure. The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.

5. Mandatory Reporting. The County shall immediately report any evidence of child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child

Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.

6. **Nondiscrimination.** The County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B
Standard Terms and Conditions

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and 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 Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties**

 - a.** County represents and warrants as follows:

 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or

instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

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

b. 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. Funds Available and Authorized Clause.

- a.** The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable

administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. 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. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. **Compliance with Law.** Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.

8. **Ownership of Intellectual Property.**

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

- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
- (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County

grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).

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

9. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues

undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. OHA Default. OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

11. Termination.

a. County Termination. County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to OHA;
- (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OHA Termination. OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon

Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;

- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification;
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

c. Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

12. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. Obligations and Liabilities. Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

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

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

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

authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

- 16. Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, 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 943-014-0305, as such rule may be revised from time to time.
- 17. Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 18. Assignment of Agreement, Successors in Interest.**

 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. 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 the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 19. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 20. Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
- 21. No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance

under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or 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 facsimile shall be deemed effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts and Procurement
250 Winter Street NE, Room 306
Salem, Oregon 97301
Telephone: 503-945-5818
Facsimile Number: 503-378-4324

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.

28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

29. **Construction.** [Reserved]

30. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

31. **Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents,

employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

- 32. Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a.** Cancel or modify the stop work order by a supplementary written notice; or
 - b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination. If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C
Subcontractor Insurance Requirements

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

1. **Workers' Compensation.** Insurance 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.

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:

\$100,000 per occurrence limit for any single claimant.

AND

Property Damage:

\$100,000 per occurrence limit for any single claimant.

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:

\$100,000 per occurrence limit for any single claimant.

AND

Property Damage:

\$100,000 per occurrence limit for any single claimant.

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

EXHIBIT D

Required Federal Terms and Conditions

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

1. Miscellaneous Federal Provisions

County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity

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

3. Clean Air, Clean Water, EPA Regulations

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

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

4. Energy Efficiency

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

5. Truth in Lobbying

By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:

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

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

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

6. HIPAA Compliance

OHA is a Covered Entity with respect to its healthcare components as described in OAR 943-014-0015 for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and OAR 125-055-0100 through OAR 125-055-0130. OHA must comply with HIPAA to the extent that any Work or obligations of OHA arising under this Agreement are covered by HIPAA. County shall determine if County will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that County will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, County shall comply and cause all subcontractors to comply with OAR 125-055-0100 through OAR 125-055-0130 and the following:

- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that County is performing functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 943-014-0000 *et. seq.*, or OHA Notice of Privacy Practices. A copy of the most recent OHA Notice of Privacy Practices may be obtained by contacting OHA or by looking up form number 2090 on the OHA web site at <https://apps.state.or.us/cf1/FORMS/>.
- b. Data Transactions Systems. If County intends to exchange electronic data transactions with a health care component of OHA in connection with claims or

encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County shall execute an EDI Trading Partner Agreement with OHA and shall comply with OHA EDI Rules.

- c. Consultation and Testing. If County reasonably believes that the County's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult the OHA Information Security Office. County or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.

7. Resource Conservation and Recovery

County 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. County 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

County 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

County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any

available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify 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 Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to 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 this Agreement.

11. Pro-Children Act

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

12. Medicaid Services

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

- a.** Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- b.** Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- c.** Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- d.** Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge

County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

13. Agency-based Voter Registration

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

14. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 14. to 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.

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

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

ATTACHMENT A – Form of Monthly Expenditure Report

Monthly Expenditure Report	
Expenses	Amount
Personnel Expenses:	
Salary	
Benefits	
Total Payroll Expenses	
Travel Expenses:	
Mileage – at current State of Oregon rate	
Training and meetings	
Total Travel Expenses	
Total Outreach and Public Education Materials Expenses:	
Office Supplies (copy paper, pen, file folders/ink/toner, printer)	
Event Notification	
Printing – Event Materials	
Fair Venue Rental	
Communications Service	
Laptops	
Event Incidentals	
Transit Passes	
Purchased services	
Other	
Total Outreach and Public Education Materials Expenses	
Subtotal Expenses	
Indirect/Administrative Expenses	
Total Approved Budget	

ATTACHMENT B - Form of Monthly Activity Report

This monthly report must be completed by all Agencies, but Agency may not have activities to enter in all fields. Agency should conduct outreach and enrollment activities that help them accomplish the goals in the Agency's work plan, and those activities should be recorded here.

	20____ (Year)	Organization Name:			
Grant Number:		Grant Type:			
Outreach Activity	Total number of occurrences for this activity	Total number of people reached across all occurrences according to directions provided.	Language(s)* in which activities were conducted (Select from dropdown)	Audience** (Select from dropdown)	Counties in which activities took place (Select from dropdown)
A1. Meetings to provide enrollment assistance (by county)		Please enter the number of people applying for coverage across all occurrences.			
A2. One-on-one meetings with decision makers and community leaders (by county) to promote Cover Oregon		Please enter the number of community leaders you spoke with across all occurrences.			
A3. Tabled or presented at a community event, forum, etc. to promote Cover Oregon.		Please enter the number of people on the sign-in sheet. If there isn't a sign-in sheet, please provide your best guess.			
A4. Attended community meetings to network on behalf of Cover Oregon		Please enter the number of people you spoke with across all occurrences.			
A5. Distributed brochures, flyers and other printed materials to promote Cover Oregon		Please enter the number of brochures or flyers distributed.			

A6. Hosted community events or forums to promote Cover Oregon		Please be sure use a sign-in sheet for events you host and enter the number of people recorded across all occurrences.			
A7. Direct mail to consumers or small businesses to promote Cover Oregon		Please enter the number of pieces mailed.			
A8. Published article(s) promoting Cover Oregon in local organizational newsletters		Please enter the number of contacts (individuals or organizations) on the newsletter subscription list, if known, across all occurrences.			
A9. Transmitted e-mail blasts or electronic communications to promote Cover Oregon		Please enter the number of addresses to which emails were sent across all occurrences.			
A10. Submitted newspaper articles, letters to the editor, or editorials to promote Cover Oregon		Please enter the approximate combined readership of the newspapers in which items were published.			
A11. Placed radio or television ads promoting Cover Oregon		Please enter the approximate listening/viewing audience of the radio/TV stations that aired ads.			
A12. Placed content promoting Cover Oregon on our website or social media page		If web analytics are available, please provide the number of views across all occurrences.			
A13. Targeted neighborhood canvasses to promote Cover Oregon		Please record the number of door knocks that resulted in a conversation.			
A14. Targeted phone calls to promote Cover Oregon		Please enter the number of phone calls that resulted in a conversation.			
A15. Other (specify):					

*Languages include: Bosnian, Cambodian, Cantonese, English, Korean, Laotian, Mandarin, Romanian, Russian, Somali, Spanish, Vietnamese, Other

** Audience includes: Families and Individuals, Teens, College-Age, Employers, Employees, Other

NOTE: Supporting documentation of activities may be requested at any time. OHA should always approve materials generated by Grantee before public dissemination.

Please list your specific project objectives. What progress have you made toward your proposed objectives? Please explain and provide documentation of objective accomplishments where applicable.

Project Goals and Objectives: (list)

Accomplishments or challenges in meeting accomplishments. Please be specific.

Please list community events or outreach activities scheduled for next month (Please provide name, location, and date of each event or activity):

If you have an upcoming outreach activity and would like assistance, please contact your designated coordinator or email communitypartners@coveroregon.com.

Other comments you'd like to share, not covered above:

Did your organization have difficulty enrolling consumers in health coverage through Cover Oregon for any of the following reasons?

	Yes	No
Potential enrollees who are uninsured tell us they do not need/want any of the coverage options they are eligible for through the exchange.		
We did not have a sufficient number of staff people who speak the languages that potential enrollees speak.		
Potential enrollees tell us they are afraid of government programs.		
Other difficulties (please describe): _____		
We did not have any difficulties this month.		

How many potential enrollees experienced each of the following difficulties enrolling in health coverage through Cover Oregon?

	None	A few	About half	Most	All or almost all
Difficulty enrolling through the Cover Oregon web portal					
Difficulty enrolling through the Cover Oregon Service Center					
Difficulty enrolling using a paper application					
Difficulty enrolling through an agent affiliated with Cover Oregon					
Difficulty enrolling through another Cover Oregon community partner					
Difficulty enrolling at a DHS branch office					
Difficulty obtaining information or answers to questions about Cover Oregon enrollment					
Another difficulty (please describe): _____					

Previous Business Meeting Minutes:

September 26, 2013

October 3, 2013

(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, September 26, 2013 - 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

Excused: Commissioner Tootie Smith

I. CALL TO ORDER

■ Roll Call

Commissioner Smith is out of the office and will not be in attendance today.

■ Pledge of Allegiance

Chair Ludlow stated at the Sept. 19th Business meeting, the Board announced the 2nd Reading for the Proposed Library Exclusion Ordinances that was originally scheduled for today is postponed. This issue will come back before this Board at the October 17, 2013 evening Business Meeting at 6 PM. We will have the proposed ordinance and a draft Board Order posted on the County Web page soon for folks to view. If people want to comment, they may do so during Citizen Communication.

II. CITIZEN COMMUNICATION

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

1. Eugene Schoenheit, Milwaukie – stated the proposed library code infringes on people's rights – asked what the purpose of promoting this code.

Stephen Madkour – stated there is no statutory requirement for patrons to inform the library staff they are carrying a concealed handgun – this provision has been stricken from the proposed ordinance.

2. Carl Wikman, Milwaukie – West Linn – spoke about the Historic Covered Bridge program and invited the Board to an event on Sept. 28th celebrating the regions last covered bridge "Cedar Crossing".
3. Kevin Phillips, Beavercreek – asked for the emergency clause and the word "intoxication" be eliminated from the proposed exclusion ordinance.

~Board Discussion~

4. Richard Langdon, Portland – opposes Person in Charge (PIC) order and the exclusion ordinance.
5. Aaron Auer, Oregon City – spoke about an outstanding citizen, Pastor Sherwood Vickson, Victorious Faith Church – and wanted his great work to be recognized.
6. Jo Haverkamp, Oregon City – spoke against the exclusion ordinance

~Board Discussion~

7. Cyndi Lewis Wolfrum, Milwaukie – thanked the Board – asked if this proposed ordinance is new – feels there is no violation to our constitution as most folks are alleging.

Stephan Madkour, state the proposed ordinance is an amendment to an existing ordinance from 2002, last amended in 2005.

8. Les Poole, Gladstone – stated the proposed ordinance and PIC is an abuse of authority – referred to the Richard Langdon incident.
9. Maryanna Moore, Gladstone – asked if the PIC employees will be trained.

Chair Ludlow – yes our employees are trained.

10. Herb Chow, Clackamas – asked if Alexander Gordon is a County employee – and referred to a court situation.
11. Mack Woods, Canby – spoke in favor of Veterans and encouraged folks to vote.

III. PRESENTATION

1. Presentation of the Oct. 17, 2013 Clackamas Shake Out, Supporting Earthquake Safety and the Annual Earthquake Drill

Jay Wilson, Department of Emergency Management presented the staff report and showed a short video regarding the upcoming earthquake drill.

IV. PUBLIC HEARINGS

1. Board Order No. **2013-77** Approving Annexation of the City of Johnson City into Clackamas River Water District

Chris Storey, County Counsel 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 Savas: I move we approved the Board Order approving Annexation of the City of Johnson City into Clackamas River Water District.

Commissioner Schrader: Second.

Clerk call the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye - the motion is approved 4-0.

V. DISCUSSION ITEMS

-NO DISCUSSION ITEMS SCHEDULED

VI. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Bernard: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye - the motion is approved 4-0.

A. Health, Housing & Human Services

1. Approval of a Service Contract between Clackamas County and Universal Energy; Energy Savers, Inc; RichArt Family, Inc. and Energy Comfort, Construction LLC, for Multiple Weatherization Projects Performed on Low-Income Dwellings Located throughout Clackamas County – *Community Solutions*
2. Approval of an Intergovernmental Agreement with The State Board of Education acting by and through Portland State University Center for Improvement of Child and Family Services to Provide a Workforce Development and Training Program – *Behavioral Health*
3. Approval of a Sub-recipient Agreement with the Clackamas Children's Commission, Inc. for Intensive Home Visiting Services - *Children, Youth & Families*

4. Approval of an Intergovernmental Agreement with the State of Oregon Department of Education – Youth Development Division for the Receipt of 2013-2014 Funds - *Children, Youth & Families*
5. Approval of Amendment #03 of the Agreement with Daniel & Yeager, Inc. for Locum Tenens Staffing – *Health Centers*
6. Approval of a New Revenue 340B Third Party Administrator Service Agreement with NEC Networks, LLC, dba CaptureRx for 340B Discount Drug Program Administrative Services - *Health Centers*
7. Approval of a renewal Revenue Intergovernmental Agreement with Clackamas County Community Corrections to Provide Behavioral Health Services to Community Corrections Consumers – *Health Centers*
8. Approval of Amendment #02 of the Revenue Agreement with Oregon Health & Science University for the CaCoon Program – *Public Health*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with Oak Lodge Sanitary District for the Kellogg Avenue and Risley Avenue Safety Improvements Project

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Board Order No. **2013-78** Cancelling Delinquent Manufactured Structure Personal Property Taxes for the Department of Assessment and Taxation – *Assessor*
3. Board Order No. **2013-79** Cancelling Delinquent Personal Property Tax Accounts for the Department of Assessment and Taxation – *Assessor*
4. Approval of a Grant Award Agreement with the State of Oregon Criminal Fine Account and Unitary Assessment Department for the District Attorney - *DA*

D. Community Corrections

1. Approval of a Personal Service Contract with Bridges to Change Inc. to Provide Transitional Housing and Mentoring Services for Community Corrections

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURN – 11:55 AM

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

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

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

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

Thursday, October 3, 2013 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

II. CITIZEN COMMUNICATION

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

1. Robert Betschart, River Road – concerned about the Oak Grove boat ramp closure.
2. Kevin Johnson, Gladstone – spoke regarding the Johnson City Annexation – also asked about Mabel Street.
3. Jim Martin, President of the Oak Grove Community Council – has concerns regarding the Oak Grove Boat Ramp closure - asked that Commissioner Schrader attend the Oak Grove Community Council meeting on Oct. 23rd to discuss the
4. Mack Woods, Canby – suggested having Citizen Communication at the end of the agenda – stated we need bigger jails.
5. Les Poole, Gladstone – spoke about the Trolley Trail and asked if the property has been sold yet. Also spoke about his concerns regarding the exclusion ordinance.

~Board Discussion~

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 Schrader: I move we approve the consent agenda.

Commissioner Bernard: Second.

Clerk to call the poll:

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye.

The motion is approved 5-0.

A. Health, Housing & Human Services

1. Approval of a New Revenue Provider Agreement with Lifewise Health Plan of Oregon, to Provide Primary Care Services to Referred Clients at Clackamas County Health Centers - *Health Centers*

2. Approval of Amendment No. 1 to the Agency Service Agreement with Rojoy Service, Inc., for Expanding the Mountain Express Bus Service – *Social Services*
3. Approval of an Amendment with Washington County for Alcohol and Drug Treatment Services – *Behavioral Health*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

C. Central Communications – C-COM

1. Approval of Sub-Recipient Grant Agreement with Clackamas Radio Group (C-800) for Construction of Communications Radio Tower at Timberline

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:30 AM

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

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

6



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Personal Services Contract with Telemate Inc. to provide Inmate Telephone Services

Purpose/Outcomes	Provide Telephone Services to inmates held in the Clackamas County Jail
Dollar Amount and Fiscal Impact	This is a revenue contract with all revenue going to Client Expenses under the General Fund which is used solely for inmate benefit.
Funding Source	Not applicable to this project
Safety Impact	None
Duration	The initial term of the contract is from July 1, 2012 through June 30, 2015 with the option to renew for two (2) additional one year terms.
Previous Board Action	None
Contact Person	Captain Michael Alexander, Jail Commander – 503-722-6760
Contract No.	N/A

BACKGROUND: There exists a need to provide inmate telephone services so that inmates can maintain contact with their families and friends as well as contact their attorneys and other social service programs. Studies have shown that maintaining such contact reduces recidivism and supports the mental well-being of inmates while incarcerated.

The contractor provides a percentage of the funds collected to the jail; those funds are used to provide goods, services, and programs for the general improvement of conditions for all inmates. Jail programs include those that directly enhance the welfare of inmates such as new rehabilitation and custody programs inside the jail. Services include those programs that aid inmate security and keeping costs contained while offering programs.

Telmate Inc. was selected through a Request for Proposals (RFP) process. A request for proposals was issued on October 3, 2011. Proposals were received from seven (7) providers at the time of closing on December 6, 2011. An evaluation committee reviewed the proposals and, based upon the criteria contained in the RFP, and their response to that RFP, the proposal from Telemate Inc., was the one best meeting the needs of the County for this project.

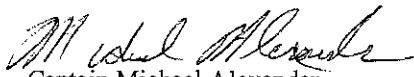
Contract negotiations were complex and lengthy.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends the Board approve the contract with Telemate Inc. to provide Inmate Telephone Services to the Clackamas County Jail.

Respectfully submitted,


Captain Michael Alexander
Jail Commander

Placed on the Agenda of October 31st, 2013 by the Purchasing Division

"Working Together to Make a Difference"



LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

October 31, 2013

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

Please place on the Board Agenda of October 31, 2013, approval of a contract with Telemate LLC to provide Inmate Telephone Services at the Clackamas County Jail. This contract was requested by Captain Michael Alexander, Jail Commander, Extension 6760.

This contractor was selected through a Request for Proposal (RFP) process. A RFP was issued on October 3, 2011. Seven responses were received at the time of closing on December 6, 2011: Telemate LLC, AmTel, Century Link, GTL, IC Solutions, Paytel and Securus. Based upon the criteria contained in the RFP, the proposal from Telemate LLC was the one best meeting the needs of the County for this project.

This is a revenue contract. No County funds are used for this project. The initial term of the contract is from July 1, 2012 through June 30, 2015 with the option to renew for up to two (2) additional one year terms with the written approval of both parties.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff respectfully requests approval of the contract with Telemate LLC to provide Inmate Telephone Services for the Clackamas County Jail.

Respectfully submitted,

Tom Averett, CPPB
Buyer



7

NANCY DRURY
DIRECTOR

DEPARTMENT OF EMPLOYEE SERVICES

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

October 31, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendments to the Clackamas County Flexible Benefits Plan Document
and Health Care Flexible Spending Account Plan Document

Purpose/Outcomes	Implement changes to the County's Flexible Benefit Program to comply with the Affordable Care Act and recent guidance from the U.S. Supreme Court
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Safety Impact	None
Duration	Effective January 1, 2014 until further amended
Previous Board Action	The amendments received preliminary approval from the Board of County Commissioners at a study session on October 22, 2013
Contact Person	Carolyn Williams, Employee Services, 503.742.5470
Contract No.	N/A

BACKGROUND:

The Clackamas County Flexible Benefits Program and related components are regulated by the U.S. Departments of Treasury and Labor. The Internal Revenue Code requires that the program have a written plan document that defines how the program will function. It is necessary to update the plan documents due to federal action by way of the Affordable Care Act and the Supreme Court decision on the Defense of Marriage Act. The amended plan documents also reflect changes to some administrative practices.

The changes include:

- References to electronic enrollment
- Definition of dependent and spouse
- Definition of the Affordable Care Act
- Continuation of benefits while on leave of absence
- Addition of default enrollment options for health and life insurance
- Addition of a dental opt out option
- Reference to the grace period for health flexible spending accounts

RECOMMENDATION:

Staff recommends the Board approval of the amendments to the plan documents.

Respectfully submitted,

Carolyn Williams, Benefits Manager

Clackamas County

Flexible Benefits Program

Amended and Restated
Effective January 1, 2014

PREAMBLE	7
SECTION 1 DEFINITIONS	8
1.1 ACA	8
1.2 Annual Electronic Enrollment	8
1.3 COBRA Continuation Coverage.....	8
1.4 Code.....	8
1.5 Compensation.....	8
1.6 Component Plan	8
1.7 Coverage Period	9
1.8 Dependent.....	9
1.9 Domestic Partner.....	9
1.10 Effective Date	9
1.11 Election Period.....	9
1.12 Eligible Employee.....	9
1.13 Eligible Expense	10
1.14 Employee	10
1.15 Employer.....	10
1.16 FMLA.....	11
1.17 Full Benefits Employee	11
1.18 Grace Period	11
1.19 HIPAA.....	11
1.20 Nonrepresented Job-Share Employee.....	12
1.21 Partial Benefits Employee.....	12
1.22 Participant	12
1.23 Plan Administrator.....	12
1.24 Plan Year	12
1.25 Premium Expense.....	12
1.26 Program	12
1.27 Protected Health Information	12
1.28 Represented Job-Share Employee.....	12
1.29 Request for Reimbursement	12

1.30	Salary Redirection.....	13
1.31	Salary Redirection Agreement.....	13
1.32	Spouse	13
1.33	USERRA.....	13
SECTION 2	PARTICIPATION	14
2.1	Annual Enrollment.....	14
2.2	New Eligible Employees.....	14
2.3	Special Enrollment.....	15
2.4	Suspension or Termination of Participation.....	16
2.5	Ordering of Employer Contributions.....	20
2.6	Leased Employees	21
SECTION 3	CONTRIBUTIONS	22
3.1	Salary Redirection.....	22
3.2	Employer Contributions.....	22
3.3	Application of Contributions	23
3.4	Corrective Procedures to Satisfy Discrimination Tests.....	23
SECTION 4	BENEFITS.....	24
	Benefit Options.....	24
4.2	Benefits Election	26
4.3	Change of Election	27
4.4	Payment of Premiums and	31
SECTION 5	ADMINISTRATION	33
5.1	Plan Administration	33
5.2	Duties and Authority of Plan Administrator	33
5.3	Forms.....	34
5.4	Examination of Documents	34
5.5	Participant Accounts.....	34
5.6	No Assets	35
5.7	Reports	35
5.8	Expenses.....	35
5.9	Claim Procedure	35
5.10	Health Insurance Portability & Accountability Act (HIPAA).....	37

SECTION 6 AMENDMENT AND TERMINATION.....	38
6.1 Amendment or Termination.....	38
SECTION 7 GENERAL PROVISIONS.....	40
7.1 Plan Interpretation	40
7.2 Participation by Affiliated Employers	40
7.3 No Additional Rights	40
7.4 Other Salary-Related Plans	40
7.5 Representations.....	41
7.6 Notice	41
7.7 Masculine and Feminine, Singular and Plural	41
7.8 Severability	41
7.9 Governing Law	41
7.10 Disclosure to Participants	42
7.11 Accounting Period	42
7.12 Facility of Payment	42
7.13 Correction of Errors	42
7.14 Counting of Days.....	42

PREAMBLE

THIS CAFETERIA PLAN (hereinafter referred to as the "Program" and known as the Clackamas County Flexible Benefits Program) is amended and restated effective January 1, 2014, by Clackamas County (hereinafter "Employer").

WHEREAS, the Employer established this Program effective July 1, 1985, to enable Employees who become covered under the Program to elect payment of premiums for various coverages and reimbursement of certain expenses incurred by the Employee in lieu of cash compensation as provided herein; and

WHEREAS, with respect to benefit coverages, this Program concerns only Premium Expenses and has no effect on the benefits or claim payments made under each benefit coverage; and

WHEREAS, this Program contains certain definitions and general administrative provisions that govern the Program and each Component Plan, except to the extent a Component Plan may expressly provide otherwise; and

WHEREAS, the Employer last amended and restated the Program effective January 1, 2005; and,

WHEREAS, the Employer desires to again amend and restate the Program to effect certain changes and to reflect changes in applicable laws; and

WHEREAS, this Program is intended to qualify as a "cafeteria plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended (hereinafter "Code"), and comply with any other applicable law, including without limitation Sections 79, 105, 106, 129 and 152 of the Code;

NOW, THEREFORE, the Employer does hereby amend and restate the Program as set forth in the following pages, effective January 1, 2014, except as otherwise specifically stated herein.

SECTION 1 DEFINITIONS

The following terms, when used herein, shall have the following meanings unless a different meaning is plainly required by the context. Capitalized terms are used throughout the text of the Program and each Component Plan for terms defined by this and other sections.

- 1.1 **ACA** means the Affordable Care Act of 2010 as amended and including all related regulations and other guidance.
- 1.2 **Annual Electronic Enrollment** means the electronic enrollment options provided by the Employer for the purpose of allowing an Eligible Employee at the commencement of each Plan Year or upon becoming an Eligible Employee to participate in the Program by electing Salary Redirection and benefits described in Section 4.1, including various benefit coverages and reimbursements under a Component Plan, subject to the limitations stated herein.
- 1.3 **COBRA Continuation Coverage** means continued health coverage which is available in certain situations where coverage would otherwise cease, in accordance with Sections 2201 to 2208 of the Public Health Service Act. For purposes of Section 4.3, "COBRA Continuation Coverage" includes coverage available under a similar state law.
- 1.4 **Code** means the Internal Revenue Code of 1986, as amended, and including all related regulations.
- 1.5 **Compensation** means, with respect to any pay period, the total cash remuneration received or that would have been received by the Participant from the Employer during the Coverage Period prior to any reductions pursuant to a Salary Redirection Agreement authorized under the Program.
- 1.6 **Component Plan** means the Clackamas County Dependent Care Flexible Spending Account Plan, the Clackamas County Health Care Flexible Spending Account Plan, and

any other plan designated as a Component Plan that may be established from time to time by the Employer as part of the Program.

- 1.7 Coverage Period** means the Plan Year and any subsequent Grace Period, provided that:
- (a) for any Employee who becomes an Eligible Employee after the start of a Plan Year, the initial Coverage Period shall mean the period commencing on the effective date of such Eligible Employee's participation in the Program and extending through the remainder of the Plan Year; and
 - (b) for any Employee who ceases to be an Eligible Employee before the end of a Plan Year, the final Coverage Period shall mean the period commencing on the later of: the first day of the Plan Year or the date the Employee becomes a Participant and extending through the date(s) participation terminates (with respect to each applicable benefit) pursuant to Section 2.3.
- 1.8 Dependent** means any individual who satisfies the definition of a tax-qualified dependent under Section 152 of the Internal Revenue Code.
- 1.9 Domestic Partner** means an individual who satisfies the qualification requirements established by the Employer and with respect to whom a Participant completes an Affidavit of Domestic Partnership satisfactory to the Employer.
- 1.10 Effective Date** means July 1, 1985. The effective date of this amendment and restatement of the Program is January 1, 2014. The Effective Date for each Component Plan shall be the date stated in the Component Plan document.
- 1.11 Election Period** means the period immediately preceding each Coverage Period, which is designated by the Plan Administrator, provided, however, that the Election Period for an Eligible Employee who first becomes eligible to participate during a Coverage Period shall be as described in Section 2.
- 1.12 Eligible Employee** means an Employee of the Employer in active pay status who is classified by the Employer as an elected official, a nonrepresented Employee, or an AFSCME-DTD, AFSCME-WES, AFSCME-C-COM, Employees' Association, or Housing

Authority Employees' Association employee, and who has completed two (2) months of continuous employment, and who is eligible to receive benefits pursuant to a group health, term life, or disability plan sponsored by the Employer that is a benefit option described in Section 4.1, except those individuals indicated below.

Effective on and after October 1, 1992, Employees classified as Federation of Parole and Probation Officers (FOPPO) Employees are Eligible Employees. Effective on and after January 1, 2002, Employees classified as Peace Officers Association (POA) Employees are Eligible Employees.

Employees on an approved paid leave of absence or an unpaid FMLA leave who were Eligible Employees when such leave commenced continue to be Eligible Employees during the period of leave. Employees on an approved unpaid leave of absence continue to be Eligible Employees if continuation of coverage is required under the provisions of ACA.

The term "Eligible Employee" does not include independent contractors, nonresident aliens, leased Employees, or Employees covered by a collective bargaining agreement where welfare plan benefits were the subject of good faith bargaining and that does not provide for participation in this Program.

- 1.13 Eligible Expense** means, with respect to any Coverage Period, an expense that is incurred during such Coverage Period (but not prior to the date benefits commence under the Program), that is eligible for reimbursement pursuant to the terms of the Program or a Component Plan, and not otherwise reimbursed to the Participant by any means whatsoever.
- 1.14 Employee** means any person other than a nonresident alien who is employed by the Employer as a common law employee and any leased employee within the meaning of Code Section 414(n)(2).
- 1.15 Employer** means Clackamas County, a political subdivision of the state of Oregon.

- 1.16 FMLA** means the Family and Medical Leave Act of 1993, as amended, and including all related regulations.
- 1.17 Full Benefits Employee** means an Eligible Employee who is regularly scheduled to work thirty (30) or more hours per week.
- 1.18 Grace Period** means for Plan Years beginning on or after January 1, 2005, amounts remaining in a Participants Flexible Spending Account (Component Plan) at the end of a Plan Year can be used to reimburse the Participant for expenses that are incurred during the period that begins immediately following the close of that Plan Year and ends on the day that is two months plus 15 days following the close of that Plan Year under the following conditions:
- (a)** In order for an individual to be reimbursed for qualified expenses incurred during a Grace Period, he or she must be either (1) a Participant with Flexible Spending Account coverage that is in effect on the last day of that Plan year; or (2) a qualified beneficiary (as defined under COBRA) who has COBRA coverage under a Health Care Flexible Spending Account on the last day of that Plan Year.
 - (b)** Prior Plan Year Flexible Spending Account amounts may not be cashed out or converted to any other taxable or nontaxable benefit.
 - (c)** Expenses incurred during a Grace Period and approved for reimbursement in accordance with the Plan's claims procedures will be reimbursed and charged first against any available prior Plan Year amounts and then against any amounts that are available to reimburse expenses that are incurred during the current Plan Year.
 - (d)** Claims for reimbursement of expenses incurred during a Grace Period must be submitted no later than the date established for claims for reimbursement of expenses incurred during the related Plan Year.
- 1.19 HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as amended, and including all related regulations.

- 1.20 Nonrepresented Job-Share Employee** means an Eligible Employee who is classified as nonrepresented and shares a full-time job with another Employee and who is regularly scheduled to work at least 18.75 hours per week.
- 1.21 Partial Benefits Employee** means an Eligible Employee who is regularly scheduled to work at least twenty (20) but less than thirty (30) hours per week.
- 1.22 Participant** means any Eligible Employee who becomes enrolled in the Program pursuant to Section 2.
- 1.23 Plan Administrator** means the person or entity authorized to administer the Program pursuant to Section 5.1.
- 1.24 Plan Year** means the twelve-month period commencing each January 1 and ending the following December 31.
- 1.25 Premium Expense** means the Participant's cost for benefits described in Section 4.1(a). The Premium Expense for a particular benefit is normally set for a Plan Year. However, the Premium Expense for health coverage provided by an independent third party shall be automatically adjusted to reflect a mid-Plan Year benefit cost increase or decrease.
- 1.26 Program** means the Clackamas County Flexible Benefits Program and any Component Plans, collectively, as amended from time to time.
- 1.27 Protected Health Information** means information about the past, present or future physical or mental health of a Participant which is protected under HIPAA.
- 1.28 Represented Job-Share Employee** means an Eligible Employee who is classified as AFSCME-C-COM, Employees' Association, FOPPO or Housing Authority Employees' Association and shares a full-time job with another Employee and who is regularly scheduled to work at least 18.75 hours per week.
- 1.29 Request for Reimbursement** means the form provided by the Employer for the purpose of claiming reimbursement under any Component Plan.

- 1.30 Salary Redirection** means the amount by which a Participant's Compensation shall be reduced pursuant to Section 3.1 and an Annual Electronic Enrollment with the understanding the Employer will contribute such amount to the Program on behalf of the Participant for the purchase of benefits.
- 1.31 Salary Redirection Agreement** means an agreement between a Participant and the Employer under which the Participant agrees to reduce his or her Compensation or to forgo increases in such Compensation and to have such amounts contributed by the Employer to the Program on the Participant's behalf. The agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Program and Code Section 125 into account) and, subsequently, does not become currently available to the Participant.
- 1.32 Spouse** means the husband or wife of an Eligible Employee, including a same gender spouse when the parties were legally married in a state or country whose laws authorize same gender marriage.
- 1.33 USERRA** means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, and including all regulations promulgated pursuant thereto.

SECTION 2 PARTICIPATION

2.1 Annual Enrollment

Each Eligible Employee may enroll in the Program by completing an Annual Electronic Enrollment provided by the Plan Administrator. The Annual Electronic Enrollment must be submitted to the Plan Administrator during the Election Period effective for the next Coverage Period commencing immediately after the Election Period. The Annual Electronic Enrollment shall include a Salary Redirection Agreement and designate the benefits elected. The Annual Electronic Enrollment election made by the Eligible Employee shall be irrevocable until the end of the applicable Coverage Period and the Participant's election of benefits under Section 4.1(a) shall remain in effect for all subsequent Coverage Periods, unless the Participant is entitled to change his or her election pursuant to Section 4.3, all or part of the election is automatically terminated due to a change of employment status, or the Participant submits a new Annual Electronic Enrollment during a subsequent Election Period.

2.2 New Eligible Employees

An individual who becomes an Eligible Employee during a Plan Year may elect to participate in this Program for the remainder of such Plan Year by completing an Annual Electronic Enrollment. The Annual Electronic Enrollment may be completed at any time before the last payroll period of the Plan Year.

Such an Employee shall commence participation on the first day of the month coinciding with or following the later of the date he or she:

- (a) becomes an Eligible Employee, and
- (b) completes an Annual Electronic Enrollment within the time period established by the Plan Administrator.

A new Eligible Employee who fails to complete an Annual Electronic Enrollment during the Election Period specified by the Plan Administrator will be enrolled in individual coverage in the default plans specified in Appendix A.

2.3 Special Enrollment

(a) Loss of Other Coverage

An Eligible Employee who declined to participate in, or to enroll an eligible dependent in, a group medical benefit option described in Section 4.1(a)(1) during the Election Period due to other health insurance coverage may elect to enroll in a group medical coverage option described in Section 4.1(a)(1) upon loss of the other coverage as described below.

If the other coverage was not COBRA Continuation Coverage, the loss must result from loss of eligibility or termination of employer contributions. Loss of eligibility includes loss of coverage as a result of legal separation, divorce, death, termination of employment, or reduction in hours of employment, but does not include any loss due to failure to pay premiums in a timely manner or termination of coverage for cause. If the other coverage was COBRA Continuation Coverage, the loss must be due to exhaustion of such coverage. Application for enrollment must be made by submitting an Annual Electronic Enrollment within sixty (60) days after loss of the other coverage.

Enrollment is effective the first day of the month coinciding with or next following the date of the loss of coverage or the date the Annual Electronic Enrollment is completed, whichever occurs later.

(b) New Dependents

An Eligible Employee who declined to enroll in a group medical benefit option described in Section 4.1(a)(1) during a previous enrollment period may enroll in a group medical benefit option described in Section 4.1(a)(1) if he or she acquires a dependent, as defined in the applicable plan, through marriage, birth,

adoption, or placement for adoption or foster care and submits an Annual Electronic Enrollment within sixty (60) days of the event.

(c) Enrollment of Spouse, Domestic Partner or Dependents

A Participant who elects coverage under Section 2.3(a) or (b) may also enroll his or her spouse or domestic partner and/or dependent(s) in the group medical benefit option described in Section 4.1(a)(1) elected by the Participant by submission of an Annual Electronic Enrollment within sixty (60) days of the qualifying loss of other coverage.

A Participant who elects coverage under Section 2.3(a) or (b) may also enroll his or her spouse and/or newly acquired dependent(s) in the group medical benefit option described in Section 4.1(a)(1) elected by the Participant by submission of an Annual Electronic Enrollment within sixty (60) days of acquiring the spouse and/or dependent through marriage, birth, adoption, or placement for adoption.

In the case of marriage, enrollment is effective the first day of the month coinciding with or next following the date the Annual Electronic Enrollment is completed. In the case of birth, enrollment is effective the date of birth. In the case of adoption or placement for adoption or foster care, enrollment is effective the date of such adoption or placement.

2.4 Suspension or Termination of Participation

(a) Termination of Employment

In the event a Participant terminates employment during a Plan Year, participation in this Program shall terminate on the last day of the calendar month in which the Participant terminates employment. All contributions shall terminate upon termination of participation, and all benefits shall terminate at the same time, provided that dependent care expenses incurred during the Plan Year in which termination occurs may continue to be reimbursed in accordance with the dependent care Component Plan. If the individual is rehired within six

(6) months after the termination date, he will become an Eligible Employee on the first day of the month following re-employment without regard to the two (2) months of service requirement in Section 1.10 and automatically will have his or her prior benefits election reinstated, unless reinstatement occurs in a new Plan Year, in which case Section 2.2 will apply. A Participant who is rehired more than six (6) months following the termination date will have to complete two (2) additional months of service before becoming an Eligible Employee. A re-hired Participant is not eligible to make new benefit elections until the next Annual Election Period unless an event described in Section 4.3 occurred after the Participant terminated employment. However, any Participant whose employment was terminated as the result of a layoff and who is reinstated to employment, shall have the two (2) month service requirement in Section 1.10 waived when such reinstatement occurs within six (6) months of such layoff, or within eighteen (18) months of such layoff when Participant has continuously participated in COBRA or other continuation coverage during such layoff.

(b) Suspension of Participation

In the event a Participant ceases to be an Eligible Employee, or ceases to have enough Compensation to cover the agreed upon Salary Redirection, but does not terminate employment or take a leave of absence, participation in the Program shall be suspended and shall terminate at the end of the Plan Year if active participation is not reinstated earlier. If the Employee again becomes an Eligible Employee, or has adequate Compensation before the end of the Plan Year, active participation in the Program shall be reinstated, and the most recent Annual Electronic Enrollment shall again become effective, subject to any changes permitted pursuant to Section 4.3.

If such an Employee again becomes an Eligible Employee or has adequate Compensation after the end of the Plan Year, he or she may enroll in the Program pursuant to Section 2.2.

During periMODA of suspended participation, no contributions shall be made pursuant to Section 3, and no benefits elected pursuant to Section 4 shall be provided through this Program unless otherwise required under the ACA.

(c) Leave of Absence

(1) Paid Leave

In the event a Participant takes a paid leave of absence, including paid leave pursuant to the FMLA or USERRA, but does not terminate employment, participation in the Program, including without limitation, Participant contributions and Employer contributions pursuant to Sections 3.1 and 3.2, and benefits elected pursuant to Section 4 shall continue during such leave of absence.

(2) Unpaid Leave

(i) Other Than FMLA or USERRA Leave

In the event a Participant takes an approved, unpaid leave of absence which is not FMLA or USERRA leave, participation shall be suspended in the same manner as participation is suspended in circumstances described in Section 2.4(b).

(ii) FMLA Leave

In the event a Participant takes an unpaid FMLA leave of absence, each elected health benefit shall continue during the unpaid leave but not longer than twelve (12) weeks, and the Employer shall continue to contribute to the Program in accordance with Section 3.2, provided the Premium Expense (if any) for such benefits is timely paid by the Participant. The Premium Expense (if any) may be paid on an after-tax basis during an unpaid FMLA leave of absence on the same schedule as payments would be made if the Participant were not on leave.

(iii) USERRA Leave

In the event a Participant takes an unpaid USERRA leave, elected benefits shall be continued for the lesser of the period of the leave or twenty-four (24) months, and the Employer shall continue to contribute to the Program in accordance with Section 3.2, provided the Premium Expense (if any) for such benefits is timely paid by the Participant. The Premium Expense shall be paid on an after-tax basis during the unpaid USERRA leave of absence on the same schedule as payments would be made if the Participant were not on leave.

(3) Return from Leave

Upon return from an unpaid leave of absence before the end of the Plan Year in which the leave commenced, active participation in the Program shall be reinstated and Salary Redirection contributions and benefits shall resume according to the Participant's most recent Annual Electronic Enrollment, including any changes pursuant to Section 4.3.

Upon return from an unpaid leave of absence after the end of the Plan Year, the Participant shall be treated as a newly Eligible Employee and Section 2.2 shall apply.

If the Participant does not immediately resume active employment at the conclusion of a paid or unpaid leave of absence, the Participant shall no longer be considered an Eligible Employee and Section 2.4(a) and (b) shall apply.

2.5 Ordering of Employer Contributions

Employer contributions shall be allocated among the benefit options elected pursuant to the Participant's most recent Annual Electronic Enrollment, in the following order until exhausted:

- (a) medical coverage under Section 4.1(a)(1);
- (b) dental coverage under Section 4.1(a)(2);
- (c) group term life insurance coverage under Section 4.1(a)(3);
- (d) long term disability coverage under Section 4.1(a)(5);
- (e) dependent care flexible spending account plan under Section 4.1(c); and
- (f) health care flexible spending account plan under Section 4.1(b).

2.6 Leased Employees

Notwithstanding any Program provision to the contrary, the term "Employee" shall have the meaning set forth in Section 1.12 herein. However, a leased employee shall not be eligible to participate in this Program.

SECTION 3 CONTRIBUTIONS

3.1 Salary Redirection

If a Participant elects a benefit described in Section 4.1 pursuant to the applicable election procedure in Section 2, his or her Compensation shall be reduced in an amount equal to his or her Salary Redirection that shall equal the Premium Expense and cost for Component Plan benefits elected. Premium Expense shall be deducted each month and Component Plan costs shall be deducted ratably each pay period from the Participant's Compensation and applied to the benefits elected.

In the event the Premium Expense for health coverage provided by an independent third party changes during a Plan Year, the Salary Redirection amount shall be adjusted automatically to reflect the change in the Premium Expense.

A Participant's maximum Salary Redirection amount for any Plan Year shall equal the maximum cost to the Participant for all benefits that may be elected under the Program.

3.2 Employer Contributions

Prior to the commencement of a Plan Year, the Employer shall determine the monthly amount, if any, to be contributed to the Program by the Employer on behalf of each Participant, in addition to the Salary Redirection amounts during such Plan Year. The amount of the Employer contributions may vary depending on the Participant's status as a Full Benefits Employee, Partial Benefits Employee or Job-Share Employee and whether the employee enrolls a spouse or domestic partner and/or children. If an Eligible Employee becomes a Participant after the first day of the Plan Year, the Employer will credit a pro rata amount towards the Participant's benefits election.

Employer contributions shall be made on behalf of all active Participants and Participants on a paid leave of absence under Section 2.4(c)(1). No Employer contribution shall be made on behalf of a Participant on an unpaid leave of absence

under Section 2.4(c)(2)(i) unless otherwise required under ACA. However, if the unpaid leave is FMLA leave under Section 2.4(c)(2)(ii) or USERRA leave under Section 2.4(c)(2)(iii) and the Participant contributions for medical coverage, dental coverage, and Health Care Flexible Spending Account Plan benefits are made, then Employer contributions shall be made for such benefits.

3.3 Application of Contributions

The Employer shall credit Salary Redirection amounts and Employer contributions to a bookkeeping account on behalf of each Participant to pay for benefits elected under the Program. Salary Redirection amounts shall be credited as soon as reasonably practical after each payroll period and Employer contributions shall be credited once each month.

3.4 Corrective Procedures to Satisfy Discrimination Tests

If at any time during a Plan Year the Plan Administrator determines that it is necessary to prospectively reduce a Participant's Salary Redirection or the Employer contribution on his or her behalf, or to treat an otherwise nontaxable benefit under the Program as a taxable benefit to satisfy any nondiscrimination requirement or limitation on contributions or benefits imposed by the Code, it shall have the authority to reduce such contributions in such amounts and for the remainder of the Plan Year or any lesser period of time, or report benefits as taxable benefits, to the extent it deems necessary under the circumstances. In the event contributions are reduced, the Plan Administrator shall reduce the Salary Redirection amounts for each affected Participant in the order of the Salary Redirection amounts elected beginning with the highest, then shall reduce the Employer contribution on behalf of each affected Participant in an equal amount; however, if necessary to correct discrimination under a Component Plan, the Employer may first prospectively cease all contributions on behalf of affected Participants to the Component Plan as of a specified date.

SECTION 4 BENEFITS

Benefit Options

Each Participant shall elect to have the amount of his or her Employer contribution and Salary Redirection applied to benefits indicated in the categories set forth below and described in more detail in Appendix A. The coverage options set forth in Appendix A may be amended or terminated at the Employer's discretion, and Appendix A may be amended accordingly without necessity for other amendment of the Program document.

The terms and conditions of the coverage options set forth in Appendix A are set forth in separate documents. The insurer, contract number, or funding method of providing the following group coverages may change from time to time. The group coverage and contract, as modified from time to time, shall be incorporated herein by reference. However, the terms and conditions of any such group coverage shall be determined solely from the documents under which group coverage is provided and are not affected by the terms of this Program. Such group coverages are affected by the terms of this Program only to the extent of electing the coverages provided to a Participant.

Options (b) and (c) provide reimbursement of expenses under a Component Plan.

Cash pursuant to option (d), group term life coverage in excess of \$50,000 pursuant to option (a)(3), and the value of health care premiums for domestic partners and their children pursuant to options (a)(1) and (a)(2) shall be reported as taxable benefits as required by Federal and State laws, regulations and rules. All other benefits shall be reported as nontaxable benefits, subject to the provisions of any Component Plan and any adjustment made pursuant to Section 3.4.

(a) Group Benefits

Each Participant may elect to have his or her contributions applied to pay Premium Expenses for coverage of the Participant and Participant's dependents (including a Domestic Partner), if any, under the Employer-sponsored group plans set forth below:

(1) Medical, Prescription Drug, and Vision Coverage

Each Participant who is a Full Benefits Employee, Partial Benefits Employee or Represented Job Share Employee shall choose one of the combined medical, prescription drug and vision coverages set forth in Appendix A. However, in the event the Participant provides proof of coverage under another combined medical, prescription drug and vision plan, the employee may opt out of coverage. Each Participant who is a Nonrepresented Job Share employee may choose one of the combined medical, prescription drug and vision coverages set forth in Appendix A.

(2) Dental Coverage

Each Participant may choose one of the dental coverages set forth in Appendix A or may choose to opt out of dental coverage.

(3) Group Term Life Coverage

Each Participant who is a Full Benefits Employee or a Represented Job-Share Employee shall choose a level of group term life insurance coverage set forth in Appendix A.

(4) Long Term Disability Coverage

Each Participant who is a Full Benefits Employee or a Job-Share Employee may choose supplemental long-term disability coverage in an amount set forth in Appendix A.

(b) Health Care Flexible Spending Account Plan Benefit

Each Participant may choose reimbursement of health care expenses as provided under a Component Plan.

(c) Dependent Care Flexible Spending Account Plan Benefit

Each Participant may choose reimbursement of dependent care expenses as provided under a Component Plan.

(d) Cash Benefit

If a Participant has remaining contributions after choosing benefits under (a), (b), and (c) above, excess amounts may be distributed in cash.

4.2 Benefits Election

Subject to the conditions and limitations of the Program and any Component Plan, a Participant shall elect a combination of options having a value equal to the total Employer contributions and Salary Redirection made on his or her behalf during the Plan Year. Options specified in Section 4.1(a) shall be assigned individual premiums which shall be set forth in Appendix A to the Program. The reimbursement plan options pursuant to Sections 4.1(b) and (c) shall have a value equal to the dollar amount elected by a Participant.

A Participant shall specify the portion of his or her account for a Plan Year that shall be designated for each option, subject to any mandatory coverage. Amounts designated for a particular option shall be available only for that option and, if not spent for such option during the Plan Year or a subsequent Grace Period, shall be forfeited and retained by the Employer. Reimbursement of an Eligible Expense pursuant to a Component Plan shall be deemed a benefit for a particular Coverage Period if the Eligible Expense is incurred during such Coverage Period and a Request for Reimbursement of the Eligible Expense is submitted within the required time.

4.3 Change of Election

(a) Health and Life Coverage Election Changes

(1) Changes in Status

(A) A Participant may change a benefit election for health and life coverage after the Coverage Period (to which such election relates) has commenced and make a new election with respect to the remainder of such Coverage Period if the change is permitted by the terms and conditions of the applicable Employer-sponsored coverage described in Section 4.1(a) and is on account of and “consistent with” (as described in Section 4.3(a)(1)(B) below) one of the following family or employment status changes:

- (i) legal marital status: including marriage, death of spouse, divorce, legal separation, or annulment;
- (ii) number of dependents (as defined in Code Section 152): including birth, adoption, placement for adoption or foster care, or death of a dependent;
- (iii) employment status: a termination or commencement of employment by the Participant, Spouse, Domestic Partner, or Dependent;
- (iv) work schedule: a reduction or increase in hours of employment by the Participant, Spouse, Domestic Partner, or Dependent, including a switch between part-time and full-time, a strike or lockout, or commencement or return from an unpaid leave of absence;

- (v) a Dependent (including a Domestic Partner) satisfies or ceases to satisfy the health plan coverage eligibility requirements due to age limits or similar circumstances;
- (vi) residence or work site: a change in the place or residence or work of the Participant, Spouse, Domestic Partner or Dependent.

For purposes of this Section 4.3, health coverage is described in Section 4.1(a)(1) (medical, prescription drugs, and vision coverage) and (2) (dental coverage), and in Section 4.1(b) (health care flexible spending account plan). Life coverage is coverage described in Section 4.1(a)(3) (group term life coverage).

(B) “Consistent With”

No election changes are permitted due to an event in Section 4.3(a)(1)(A) unless the change is “consistent with” the reason for the change as described in this Section 4.3(a)(1)(B).

For health coverage purposes, an election change is “consistent with” a status change only if the event described in Section 4.3(a)(1)(A) above causes a gain or loss of eligibility for health coverage either under the Program or a health plan sponsored by the spouse’s, Domestic Partner’s or dependent’s employer (and provided, if eligibility under another health plan is gained, the other coverage is elected). A Participant may be considered to have gained (lost) eligibility if the Participant becomes eligible (ineligible) for a particular health coverage option due to the event. Any election change must correspond to the gain or loss of coverage.

For life insurance coverage purposes, in the case of marriage, birth, adoption, or placement for adoption, an election change can only increase the amount of the employee's life insurance coverage. In the case of divorce, legal separation, annulment, or death of a spouse, Domestic Partner or dependent, an election change can only reduce the amount of the employee's life insurance. No other changes are considered "consistent with" an event.

(2) Other Health and Life Election Change Events

- (A) Special enrollment period: a Participant may change his or her health coverage election during the sixty (60) day special enrollment period described in Section 2.3.
- (B) Change in health coverage due to spouse's or Domestic Partner's employment: a Participant may change his or her health coverage election consistent with a significant change in the health coverage of the Participant or spouse or Domestic Partner attributable to the spouse's or Domestic Partner's employment.
- (C) Cost increase: if a Participant elects Premium Expenses for a health coverage which is insured or provided by a health maintenance organization (HMO) and the insurer or HMO significantly increases the cost of coverage during the Coverage Period, the Participant may change his or her benefit election to the Premium Expense for another similar coverage provided in Section 4.1(a) for the remainder of the Coverage Period. In this circumstance, a Participant may not waive coverage for the remainder of the Coverage Period.
- (D) Coverage change: if a Participant elects Premium Expenses for a health coverage which is insured or provided by a health

maintenance organization (HMO) and the insurer or HMO significantly curtails or ceases coverage during a Coverage Period, the Participant may change his or her benefit election to the Premium Expense for another similar coverage provided in Section 4.1(a) for the remainder of the Coverage Period. In this circumstance, a Participant may not waive coverage for the remainder of the Coverage Period.

- (E) Judgment, decree, or order: a Participant may change an election to provide or cancel health coverage for the Participant's child in accordance with a judgment, decree, or court order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order).
- (F) COBRA: a Participant may elect to increase contributions to this Program to pay for COBRA Continuation Coverage for the Participant, spouse, or dependent (as defined in Code Section 152).
- (G) Medicare or Medicaid Entitlement: a Participant may elect to cancel health coverage for the Participant, spouse, Domestic Partner or dependent who becomes entitled to coverage under Part A or Part B of Medicare or under Medicaid.

(b) Election Changes for Benefits Other than Health and Life

A Participant may change a benefit election for benefits other than health or life coverage after the Coverage Period (to which such election relates) has commenced and make a new election with respect to the remainder of such Coverage Period if the change is permitted by the terms and conditions of the applicable Employer-sponsored coverage described in Section 4.1 and is necessary due to, or is appropriate with, a change in family or employment status which for purposes of this Section 4.3(b) includes, without limitation:

- (1) marriage;
- (2) divorce;
- (3) termination of domestic partnership;
- (4) death of the Participant's spouse, Domestic Partner or dependent;
- (5) birth or adoption of a child;
- (6) placement of a foster child;
- (7) termination or commencement of a spouse's or Domestic Partner's employment;
- (8) the Participant, spouse or Domestic Partner changing from part-time to full-time employment status (or vice versa); or
- (9) the Participant, spouse or Domestic Partner taking an unpaid leave of absence.

(c) Election Period

For election changes other than changes in health coverage, the election change shall become effective for the first of the month following submission of the election change request to the Plan Administrator. An election change request must be submitted to the Plan Administrator within sixty (60) days after the applicable event allowing the change occurs.

For changes in health coverage, the change shall be effective as of the date described in the plan documents applicable to the elected health coverage. An election change request must be submitted to the Plan Administrator within sixty (60) days after the applicable event allowing the change occurs.

4.4 Payment of Premiums and Reimbursements

The Employer shall forward premiums as soon as administratively feasible, and not less often than monthly, to the appropriate insurance carrier, health maintenance

organization, or funding vehicle for elected coverages. Eligible Expenses shall be reimbursed as soon as practical following receipt of a Request for Reimbursement, subject to the terms of the Component Plan. An Eligible Expense shall be reimbursable pursuant to the terms of the Program and a Component Plan only during the Coverage Period in which it is incurred, provided that an Eligible Expense incurred during a Coverage Period may be reimbursed if a Request for Reimbursement of the expense is submitted within ninety (90) days following the end of the Plan Year (or ninety (90) days following the end of the Grace Period).

4.5 Maximum Disbursement

Except as otherwise provided in a Component Plan, disbursements for an option under Section 4.1 shall never exceed the portion of such Participant's account balance which is designated for such option.

SECTION 5 ADMINISTRATION

5.1 Plan Administration

The Employer shall be the Plan Administrator of the Program.

5.2 Duties and Authority of Plan Administrator

(a) Administrative Duties

The Plan Administrator shall administer the Program in a nondiscriminatory manner for the exclusive benefit of Participants and their beneficiaries. The Plan Administrator shall perform all such duties as are necessary to supervise the administration of the Program and to control its operation in accordance with the terms thereof, including, but not limited to, the following:

- (1) Make and enforce such rules and regulations as the Plan Administrator deems necessary or proper for the efficient administration of the Program;
- (2) Interpret the provisions of the Program and determine any question arising under the Program, or in connection with the administration or operation thereof;
- (3) Determine all considerations affecting the eligibility of any Employee to be or become a Participant;
- (4) Determine eligibility for and amount of benefits for any Participant;
- (5) Authorize and direct all disbursements of benefits under the Program;
- (6) Employ and engage such persons, counsel, and agents and obtain such administrative, clerical, medical, legal, audit, and actuarial services as it may deem necessary in carrying out the provisions of the Program; and

- (7) Delegate and allocate specific responsibilities, obligations, and duties imposed by the Program, to one or more employees, officers, or such other persons as the Plan Administrator deems appropriate.

(b) General Authority

The Plan Administrator shall have all powers necessary or appropriate to carry out its duties, including the discretionary authority to interpret the provisions of the Program and the facts and circumstances of claims for benefits. Any interpretation or construction of or action by the Plan Administrator with respect to the Program and its administration shall be conclusive and binding upon any and all parties and persons affected hereby.

5.3 Forms

All forms and other communications from any Participant or other person to the Plan Administrator required or permitted under the Program shall be in the form prescribed from time to time by the Plan Administrator, shall be mailed by first-class mail or delivered, including electronic delivery to the location specified by the Plan Administrator, and shall be deemed to have been given and delivered only upon actual receipt thereof. Each Participant shall submit pertinent information as the Plan Administrator may specify.

5.4 Examination of Documents

The Plan Administrator shall make available to each Participant such documents and records as pertain to the Participant for examination at reasonable times during normal business hours.

5.5 Participant Accounts

The Plan Administrator shall maintain an Employer bookkeeping account or accounts on behalf of each Participant showing the fiscal transactions of the Program with respect to each Participant.

5.6 No Assets

Notwithstanding any Program provision to the contrary, no assets shall be segregated for the purpose of providing benefits under the Program. All benefits are payable solely from the Employer's general assets. A Participant has only an unsecured contract right to receive payments under the terms of the Program.

Any contributions pursuant to a Salary Redirection Agreement are merely held in an account and remain available to the Employer's general creditors. Participant accounts are a record keeping device, and any funds in such accounts are general assets of the Employer. No interest shall be credited to any Participant's account.

5.7 Reports

The Plan Administrator shall file or cause to be filed all annual reports, returns, and financial or other statements required by any federal or state statute, agency, or authority within the time prescribed by law or regulation for filing said documents; and to furnish such reports, statements, or other documents to such Participants and beneficiaries as required by federal or state statute or regulation, within the time prescribed for furnishing such documents.

5.8 Expenses

All expenses incurred in connection with administration of the Program shall be paid by the Employer.

5.9 Claim Procedure

The following claims procedures shall apply:

(a) Notice of Denial

Any time a claim for benefits is wholly or partially denied, the Participant or beneficiary (hereinafter "Claimant") shall be given written notice of such action within ninety (90) days after the claim is filed unless special circumstances require an extension of time for processing. If there is an extension, the

Claimant shall be notified of the extension and the reason for the extension within the initial ninety (90) day period. The extension shall not exceed one hundred eighty (180) days after the claim is filed. Such notice will indicate the reason for denial, the pertinent provisions of the Program on which the denial is based, an explanation of the claims appeal procedure set forth herein, and a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary.

(b) Right to Request Review

Any person who has had a claim for benefits denied by the Plan Administrator or is otherwise adversely affected by action of the Plan Administrator, shall have the right to request review by the Plan Administrator. Such request must be in writing, and must be made within sixty (60) days after such person is advised of the Plan Administrator's action. If written request for review is not made within such sixty (60) day period, the Claimant shall forfeit his or her right to review. The Claimant or a duly authorized representative of the Claimant may review all pertinent documents and submit issues and comments in writing.

(c) Review of Claim

If a request for review is received in a timely manner, the Plan Administrator shall then review the claim. It may hold a hearing if it deems it necessary and shall issue a written decision reaffirming, modifying, or setting aside its former action within sixty (60) days after receipt of the written request for review, or one hundred twenty (120) days if special circumstances, such as a hearing, require an extension. The Claimant shall be notified in writing of any such extension within sixty (60) days following the request for review. A copy of the decision shall be furnished to the Claimant. The decision shall set forth its reasons and pertinent Program provisions on which it is based. The decision shall be final and binding upon the Claimant and the Plan Administrator and all other persons involved.

5.10 Health Insurance Portability & Accountability Act (HIPAA)

The Program shall protect the confidentiality of Participants' Private Health Information and enforce Participants' rights under HIPAA. The Program, and Plan Administrator, will not use or disclose Protected Health Information except as necessary for treatment, payment, health plan operations and plan administration, or as permitted or required by law. By law, the Program has required all of its business associates to also observe HIPAA's privacy rules. In particular, the Program will not, without authorization, use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer. The Program will allow Participants' to view and copy their Protected Health Information, receive an accounting of certain disclosures of their Protected Health Information and, under certain circumstances, amend the information. In addition, the Program maintains a privacy notice which provides a complete description of Participants' rights under HIPAA's privacy rules, including the right to file a complaint with the Program or with the Secretary of the U.S. Department of Health and Human Services if they believe their rights under HIPAA have been violated.

Participants who lose medical coverage under the Program will be provided with a certificate of creditable coverage as required under HIPAA.

SECTION 6 AMENDMENT AND TERMINATION

6.1 Amendment or Termination

The Employer establishes this Program with the intention that it will be maintained indefinitely. However, the Employer reserves the right at any time and from time to time to amend any or all provisions of the Program, or terminate the Program, and/or any contributions under the Program, in whole or in part, for any reason and without consent of any person, and without any liability to any person for such amendment or termination of the Program, provided that the payment of claims that are incurred prior to the time of such amendment or termination of the Program shall not be adversely affected. Any amendment shall be authorized by the Board of County Commissioners of the Employer, made in writing, and executed by a duly authorized officer of the Employer. Nothing in this Program shall be construed to require continuation of this Program with respect to existing or future Participants or beneficiaries.

In the event the Program or a Component Plan is terminated, no further Employer contributions or Salary Redirection with respect to the Program or the Component Plan, whichever applies, shall be made.

Amounts designated for Premium Expenses shall be applied to pay Premium Expenses for the remainder of the Plan Year in which termination of the Program occurs, or until such amount is reduced to zero (0) if earlier.

Amounts designated for the Dependent Care Flexible Spending Account Component Plan shall be used to reimburse Eligible Expenses under that plan that are incurred during the remainder of the Plan Year in which termination of the Program occurs or until the balance is reduced to zero (0) if earlier. Eligible Expenses shall be reimbursed under the Dependent Care Flexible Spending Account Component Plan following termination of the Program provided that a Request for Reimbursement is submitted

within ninety (90) days after the end of the Plan Year in which termination of the Program occurs.

Health Care Flexible Spending Account Component Plan coverage shall provide reimbursement of Eligible Expenses under that plan that are incurred prior to the date of termination of the Program. Such Expenses shall be reimbursed only if the Request for Reimbursement is submitted within ninety (90) days after the date of termination of the Health Care Flexible Spending Account Component Plan.

SECTION 7 GENERAL PROVISIONS

7.1 Plan Interpretation

This document and all appendices and amendments, including Component Plan documents, set forth the provisions of the Program. This Program shall be read in its entirety and not severed except as provided in Section 7.8.

7.2 Participation by Affiliated Employers

The Employer may permit any of its subsidiaries or affiliates to participate in the Program. Any such participating employer, and the period of time during which it participates, shall be listed in appendices to the Program.

7.3 No Additional Rights

No person shall have any legal or equitable rights against the Employer or the Plan Administrator, except as, and only to the extent, expressly provided for in the Program or by law. Neither the establishment or amendment of the Program or the creation of any fund or account, or the payment of benefits, nor any action of the Employer or the Plan Administrator shall be held or construed to confer upon any person any right to be continued as an Employee or to affect his or her terms of employment in any way or, upon dismissal, to confer any right or interest in any account or fund other than as provided under the terms of the Program and any Component Plan. The Employer expressly reserves the right to discharge any Employee at any time.

7.4 Other Salary-Related Plans

It is intended that any other salary-related Employee benefit plans that are maintained or sponsored by the Employer shall not be affected by this Program. Any contributions or benefits under such other plans with respect to a Participant shall, to the extent permitted by law and applicable Plan documents, be based on his or her Compensation from the Employer, including any Salary Redirection amounts.

7.5 Representations

The Employer does not represent or guarantee that any particular federal or state income, payroll, personal property, Social Security, or other tax consequences will result from participation in the Program and Component Plans. A Participant should consult with professional tax advisors to determine the tax consequences of his or her participation.

7.6 Notice

All notices, statements, reports, and other communications from the Employer to any Employee or other person required or permitted under the Program and the Component Plans shall be deemed to have been duly given when delivered to, or when mailed by first-class mail, postage prepaid and addressed to such Employee or other person at his or her address last appearing on the Employer's records.

7.7 Masculine and Feminine, Singular and Plural

Whenever used herein, a pronoun shall include the opposite gender and the singular shall include the plural, and the plural shall include the singular, whenever the context shall plainly so require.

7.8 Severability

If any provision of this Program is held illegal or invalid for any reason, such determination shall not affect the remaining provisions of this Program, which shall be construed as if the illegal or invalid provisions had never been included.

7.9 Governing Law

This Program and the Component Plans shall be construed in accordance with the applicable federal law and, to the extent otherwise applicable, the laws of the state of Oregon.

7.10 Disclosure to Participants

Each Participant shall be advised of the general provisions of the Program, and, upon written request addressed to the Plan Administrator, shall be furnished any information requested regarding the Participant's status, rights, and privileges under the Program as may be required by law.

7.11 Accounting Period

The accounting period for the Program shall be a fiscal year beginning on July 1 and ending on June 30.

7.12 Facility of Payment

In the event any benefit under this Program shall be payable to a person who is under legal disability or is in any way incapacitated so as to be unable to manage his or her financial affairs, the Plan Administrator may direct payment of such benefit to a duly appointed guardian, committee, or other legal representative of such person, or in the absence of a guardian or legal representative, to a custodian for such person under a Uniform Gifts to Minors Act or to any relative of such person by blood or marriage for such person's benefit. Any payment made in good faith pursuant to this provision shall fully discharge the Employer and the Program of any liability to the extent of such payment.

7.13 Correction of Errors

In the event an incorrect amount is paid to or on behalf of a Participant or Beneficiary, any remaining payments may be adjusted to correct the error. The Plan Administrator may take such other action it deems necessary and equitable to correct any such error.

7.14 Counting of Days

Any period of time described in this Program as a number of days shall mean the corresponding number of consecutive days, unless the context specifically indicates otherwise.

The Clackamas County Flexible Benefits Program, as amended and restated herein, is adopted by Clackamas County effective January 1, 2014.

IN WITNESS WHEREOF, the Employer has caused this Program to be executed on this _____ day of _____, 2013.

FOR CLACKAMAS COUNTY

By the Board of County Commissioners:

Chair

Recording Secretary

APPENDIX A

This appendix describes the benefits options available under Section 4.1(a) and the Employee's monthly cost for such coverage, effective January 1, 2014.

- A. Medical, prescription drug, and vision coverage options under Section 4.1(a)(1) of the Program:

General County/Housing Authority Full Benefits/Partial Benefits Nonrepresented Employees Tiered Rates

Option	Employee Only**	Premium Expense		
		Employee & Spouse	Employee & Child/ren	Family
1. Kaiser Permanente**	30.59	62.19	55.87	93.78
2. Providence Open Option	31.00	63.00	56.60	94.99
3. Providence Personal Option	30.47	61.95	55.65	93.41
4. Opt Out (Cash Back)	65.00	129.00	116.00	193.00

General County/Housing Authority Full Benefits/Partial Benefits AFSCME, Employees Association, FOPPO Composite Rates

Option	Employee Only**	Premium Expense		
		Employee & Spouse	Employee & Child/ren	Family
5. Kaiser Permanente**	67.50	67.50	67.50	67.50
6. Providence Open Option	68.51	68.51	68.51	68.51
7. Providence Personal Option	68.00	68.00	68.00	68.00
8. Opt Out Provision	146.00	146.00	146.00	146.00

Peace Officers Association Full Benefits/Partial Benefits Employees Composite Rates

Option	Employee Only**	Premium Expense*		
		Employee & Spouse	Employee & Child/ren	Family
9. Kaiser Permanente**	0.00	0.00	0.00	0.00
10. Providence Open Option	82.31	82.31	82.31	82.31
11. Providence Personal Option	79.64	79.64	79.64	79.64

**Default option

**General County/Housing Authority
Nonrepresented Job Share Employees
Tiered Rates**

Option	Premium Expense			
	Employee Only	Employee & Spouse	Employee & Child/ren	Family
12. Kaiser Permanente	631.87	1263.74	1137.36	1895.60
13. Providence Open Option	639.96	1279.99	1151.91	1919.88
14. Providence Personal Option	629.42	1258.92	1132.94	1888.27

**General County/Housing Authority
Represented Job Share Employees
Tiered Rates**

Option	Premium Expense			
	Employee Only**	Employee & Spouse	Employee & Child/ren	Family
15. Kaiser Permanente**	0.00	602.35	475.97	1234.21
16. Providence Open Option	0.00	318.60	490.52	1258.49
17. Providence Personal Option	0.00	597.53	471.55	1226.88
18. Opt Out (Cash Back)	73.00	73.00	73.00	73.00

B. Dental coverage options under Section 4.1(a)(2) of the Program:

**General County/Housing Authority
Nonrepresented Employees
Full Benefits
Tiered Rates**

Option	Premium Expense			
	Employee Only**	Employee & Spouse	Employee & Child/ren	Family
1. Kaiser Permanente	1.00	1.00	1.00	1.00
2. MODA Preventive**	1.00	1.00	1.00	1.00
3. MODA Incentive	1.00	1.00	1.00	1.00
4. MODA 50% (cash back)	36.00	78.00	54.00	95.00
5. Opt Out (Cash Back)	37.00	79.00	55.00	96.00

**Default option

**General County/Housing Authority
AFSCME, Employees Association, FOPPO
Full Benefits
Tiered Rates**

Premium Expense

Option	Employee Only**	Employee & Spouse	Employee & Child/ren	Family
6. Kaiser Permanente	1.00	1.00	1.00	1.00
7. MODA Preventive**	1.00	1.00	1.00	1.00
8. MODA Incentive	1.00	1.00	1.00	1.00
9. MODA 50% (cash back)	71.00	71.00	71.00	71.00
10. Opt Out (Cash Back)	72.00	72.00	72.00	72.00

**Peace Officers Association
Full Benefits
Tiered Rates**

Premium Expense

Option	Employee Only**	Employee & Spouse	Employee & Child/ren	Family
11. Kaiser Permanente	1.00	1.00	1.00	1.00
12. MODA Incentive**	1.00	1.00	1.00	1.00
13. Opt Out (Cash Back)	72.00	72.00	72.00	72.00

**General County/Housing Authority
Nonrepresented Employees
Job Share Benefits
Tiered Rates**

Premium Expense

Option	Employee Only	Employee & Spouse	Employee & Child/ren	Family
14. Kaiser Permanente	85.95	170.18	118.61	203.70
15. MODA Preventive**	70.00	141.00	101.00	171.00
16. MODA Incentive	83.00	167.00	118.00	201.00
17. MODA 50%	38.00	74.00	52.00	87.00

**Default option

**General County/Housing Authority
Employees Association, FOPPO
Job Share Benefits
Tiered Rates**

Premium Expense

Option	Employee Only**	Employee & Spouse	Employee & Child/ren	Family
18. Kaiser Permanente	6.62	90.85	39.28	124.37
19. MODA Preventive**	1.00	61.67	21.67	91.67
20. MODA Incentive	3.67	87.67	38.67	121.67
21. MODA 50% (Cash Back)	35.50	35.50	35.50	35.50
22. Opt Out (Cash Back)	36.00	36.00	36.00	36.00

**General County/Housing Authority
Nonrepresented, AFSCME, Employees Association, FOPPO
Partial Benefits
Tiered Rates**

Premium Expense

Option	Employee Only	Employee & Spouse	Employee & Child/ren	Family
1. Kaiser Permanente	85.95	170.18	118.61	203.70
2. MODA Preventive**	70.00	141.00	101.00	171.00
3. MODA Incentive	83.00	167.00	118.00	201.00
4. MODA 50%	38.00	74.00	52.00	87.00

**Peace Officers Association
Partial Benefits
Tiered Rates**

Premium Expense

Option	Employee Only	Employee & Spouse	Employee & Child/ren	Family
23. Kaiser Permanente	85.95	170.18	118.61	203.70
24. MODA Incentive**	83.00	167.00	118.00	201.00

**Default option

C. Group term life coverage under Section 4.1(a)(3) of the Program is available in the following coverage amounts:

	Premium Expense*		Job Share/ Partial Benefits
	General	HA	
1. Non-Represented Employees			
a. Basic Coverage (\$150,000)**	\$0.00	\$0.00	N/A
b. Reduced Coverage (\$50,000)	(\$16.00)	(\$16.00)	N/A
2. Represented Employees			
a. AFSCME-CCOM, AFSCME-DTD, AFSCME-WES, EA, HA/EA, FOPPO (\$50,000)	\$0.00	\$0.00	\$0.00
b. Job Share (\$25,000)			
3. Peace Officers Association (\$75,000)	\$0.00	N/A	N/A

*Numbers in parenthesis indicate cash-back to Participant.

D. Short and Long Term Disability Coverage under Section 4.1(a)(4) is provided by the employer in an amount equal to sixty percent (60%) of pre-disability earnings up to a maximum covered salary of \$3,333 per month for Full Benefits, Nonrepresented Job Share, Represented Job Share and POA employees.

Supplemental Short and Long Term Disability Coverage may be purchased in an amount equal to sixty percent (60%) of pre-disability earnings in excess of \$3,333 per month and less than or equal to \$10,000 per month for POA employees and less than or equal to \$8,333 per month for all other eligible employees. The rate is \$0.54 per \$100 of covered salary for POA and \$0.53 for all other employees.

**Default option

Clackamas County

Health Care Flexible Spending Account Plan

*A Component Plan of the
Clackamas County
Flexible Benefits Program*

AMENDED AND RESTATED

Effective January 1, 2014

Table of Contents

PREAMBLE	1
SECTION 1 — DEFINITIONS	2
1.1 Dependent.....	2
1.2 Medical Expense.....	2
1.3 Plan.....	3
1.4 Program	3
SECTION 2 — BENEFITS.....	4
2.1 Reimbursement Options.....	4
2.2 Election of Reimbursement	4
2.3 Payment of Reimbursements	4
2.4 Maximum Reimbursements.....	5
2.5 Qualified Reservist Distribution	5
SECTION 3 — CONTINUATION OF COVERAGE.....	6
3.1 Continuation of Coverage.....	6

SECTION 3 — CONTINUATION OF COVERAGE

3.1 Continuation of Coverage

Notwithstanding any other Plan provision regarding termination of coverage, in the event that participation would terminate due to one of the following events, a Participant and any covered Dependents may elect to continue coverage on an after-tax, self-pay basis as provided in this section. The terms and conditions of this continuation coverage shall be the minimum necessary to satisfy the requirements of COBRA Continuation Coverage.

With respect to a Participant or covered Dependent, if participation would terminate due to (i) a termination of employment (for reasons other than gross misconduct), (ii) a reduction of hours, or (iii) the end of an FMLA leave of absence (without regard to whether coverage was maintained during the leave), such individual may continue coverage for the remainder of the calendar year in which the qualifying event occurred.

Reimbursement. No Participant shall have any rights or be entitled to any benefits under the Plan unless a Request for Reimbursement is submitted. The Plan Administrator will review each Request for Reimbursement submitted to determine whether (i) the expenses for which reimbursement is sought are reimbursable Eligible Expenses and (ii) the Request for Reimbursement is accompanied by the required documentation. Each Request for Reimbursement must include the following, and any other information that may be required by the Plan Administrator:

- (a) a written statement from an independent third party that the expense has been incurred, the date it was incurred, and the amount of the expense; and
- (b) a written statement from the Participant that the expense has not been reimbursed and is not reimbursable under any other health plan.

2.4 Maximum Reimbursements

Reimbursements during a Plan Year shall not exceed the lesser of:

- (a) the total annual amount designated on an Annual Enrollment Form for Medical Expenses for such Plan Year; or
- (b) the amount of Eligible Expenses for which reimbursement is properly requested.

2.5 Qualified Reservist Distribution (QRD)

A Participant who is a reservist in the armed forces and is called to active duty for a period of at least 180 days or for an indefinite period may request payment of the balance of the Participant's account as taxable wages:

- (a) the Participant must submit a Request for QRD to the Plan Administrator;
- (b) the QRD will be equal to the amount contributed to the health FSA as of the QRD request, minus the amount of any qualified Requests for Reimbursements received as of the date of the QRD request;
- (c) the Participant will not be allowed to submit any additional Requests for Reimbursement after the QRD for the remainder of the Plan year.

SECTION 2 — BENEFITS

2.1 Reimbursement Options

Subject to the conditions and limitations set forth in the Plan and the Program, each Participant who elects to participate in the Plan may designate any amount from a minimum of \$5 per pay period to a maximum of \$2500 during the Plan Year for reimbursement of Medical Expenses.

2.2 Election of Reimbursement

A Participant elects to participate in this Plan by submitting an Annual Electronic Enrollment to the Plan Administrator as provided in Section 4.2 of the Program and may claim reimbursement by submitting a Request for Reimbursement to the Plan Administrator. A Participant may submit a Request for Reimbursement at any time and at the end of the Plan Year regardless of the claim amount. In the event that a Participant does not qualify for reimbursement of the amount elected during the Plan Year, the difference between the amount elected and actual reimbursement shall be forfeited.

In the event of a Participant's death, the surviving spouse or the administrator or executor of a deceased Participant's estate may claim reimbursement of Medical Expenses incurred, provided that the claim is submitted within ninety (90) days after the end of the Plan Year (or ninety (90) days following the end of the Grace Period).

2.3 Payment of Reimbursements

The Plan Administrator shall reimburse Medical Expenses that are properly documented to the extent that the Medical Expenses do not exceed the total annual amount of reimbursement elected by the Participant.

Notwithstanding Section 4.5 of the Program, a Medical Expense may be reimbursed at any time during the Coverage Period even if the portion of the Participant's account balance that is designated for such option at the time of reimbursement is less than the requested reimbursement; provided, however, that the total Plan reimbursements for the Coverage Period shall not exceed the total amount of Plan coverage elected by the Participant for such Coverage Period.

The Plan Administrator shall reimburse a Participant who is entitled to a reimbursement as soon as practical after processing the Participant's Request for

- (a) that would have been paid directly or reimbursed pursuant to another Employer-sponsored health policy, plan or program, but for the application of a deductible or copayment, dollar or other specific limitation on amount of coverage; or
- (b) that is paid for the diagnosis, cure, mitigation, treatment or prevention of disease or for the purpose of affecting any structure or function of the body, or for transportation for or essential to any of the foregoing, as these terms are used in Code Section 213(d) and amplified or explained by regulations and rulings promulgated under Code Section 213.

Notwithstanding the foregoing, a "Medical Expense" shall not include premium payments for long-term care coverage, expense payments for long-term care services, premium payments for other health care coverage, or expenses that have been reimbursed or are reimbursable under any other health care coverage. A Medical Expense is incurred at the time that the service giving rise to the expense is performed.

1.3 Plan

"Plan" means the Clackamas County Health Care Flexible Spending Account Plan as amended from time to time.

1.4 Program

"Program" means the Clackamas County Flexible Benefits Program as amended from time to time.

SECTION 1 — DEFINITIONS

The terms when used herein that are defined in Section 1 of the Program shall have the same meaning as therein defined, and the following additional terms shall have the following meanings unless a different meaning is plainly required by the context. Capitalized terms are used throughout the Plan text for terms defined by this and other sections.

1.1 Dependent

“Dependent” means with respect to any Participant, such Participant’s (1) legal spouse, or (2) any child of the Participants who as of the end of the taxable year has not attained age 27, and (3) any child of the Participant who receives over half of his or her support from the Participant (or the Participant and spouse combined) for the tax year in which medical expenses are incurred (or in the case of a divorced or legally separated Participant, the child receives over half his or her support from either or both parents combined) and who meets one of the following descriptions:

- (a) child who is physically or mentally incapable of self-support due to a mental or physical disability that arose prior to the child’s attaining age twenty-one (21); or
- (b) child for whom the Participant or the Participant’s spouse is a court appointed guardian.

A child adopted by a Participant shall be regarded as a child of the Participant for all purposes herein. A stepchild of a Participant shall be regarded as a child of the Participant if the Plan Administrator determines, with sole discretion, that such stepchild is in good faith treated by the Participant as a child and such stepchild lives with the Participant or would live with the Participant but for such stepchild’s resident attendance at an accredited educational institution.

1.2 Medical Expense

“Medical Expense” means an Eligible Expense for which documentation approved by the Plan Administrator has been provided and that is incurred prior to the date participation in the Plan terminates, by a Participant on behalf of himself or herself, or a Dependent:

PREAMBLE

THIS HEALTH CARE FLEXIBLE SPENDING ACCOUNT PLAN (hereinafter referred to as the "Plan" and known as the Clackamas County Health Care Flexible Spending Account Plan) is amended and restated effective January 1, 2014, by Clackamas County (hereinafter "Employer").

WHEREAS, the Employer established this Plan effective July 1, 1985, to allow Employees who become covered under the Plan to elect to receive reimbursement of medical expenses that are excluded from gross income under Section 105(b) of the Internal Revenue Code of 1986, as amended (hereinafter "Code"), as provided herein and in the terms of the Clackamas County Flexible Benefits Program (hereinafter "Program"); and

WHEREAS, this Plan is a Component Plan of the Program and, except to the extent otherwise expressly provided herein, is governed by the terms of that Program; and

WHEREAS, the Employer last amended and restated the Plan effective January 1, 2009 and

WHEREAS, the Employer desires to again amend and restate the Plan to effect certain changes and to reflect changes in applicable law; and

WHEREAS, this Plan is intended to qualify as a self-insured medical expense reimbursement plan within the meaning of Code Section 105(h) and comply with any other applicable provisions of law; and

NOW, THEREFORE, the Employer does hereby amend and restate the Plan as set forth in the following pages, effective January 1, 2014, except as otherwise specifically stated herein.

The Clackamas County Health Care Account Plan is amended and restated by Clackamas County effective January 1, 2014.

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed on this _____ day of _____, 2013.

FOR CLACKAMAS COUNTY

By the Board of County Commissioners:

Chair

Recording Secretary



DEVELOPMENT AGENCY

October 31, 2013

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Development Agency Board
Clackamas County

Members of the Board:

Approving Disposition of
Development Agency Property on 92nd Avenue

Purpose/Outcome	Sale of surplus property
Dollar Amount and Fiscal Impact	\$152,900
Funding Source	N/A
Safety Impact	N/A
Duration	Closing scheduled for early November 2013 pending Board approval.
Previous Board Action/Review	Executive Session on June 11, 2013. Prior proposed disposition was approved by the Board at 6/13/13 Business Meeting.
Contact Person	Dan Johnson, Development Agency Manager, 503 742-4325

BACKGROUND:

The subject property at 10090 SE 92nd Avenue was purchased in 1999 as right-of-way for the Bob Schumacher/I-205 Frontage Road project (see Exhibit A). While a portion of the property was required for right-of-way purposes, the remainder of the site was not impacted. The subject property is approximately 12,632 square feet in size and contains improvements consisting of two residential buildings ranging in size from 900 to 1,352 square feet.

The Agency retained the subject property until a determination was made that no additional right-of-way was needed to accommodate future improvements to the adjoining intersection. Recently the Transportation Engineering Division made such a determination and the property was identified as surplus.

On the 13th of June the Board approved a disposition of the property; however, that particular purchaser backed out of negotiations due to the scope and scale of needed improvements.

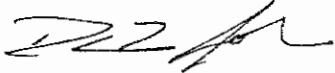
Since June, an appraisal was completed and the property has been valued at \$176,000. Subsequent inspection was completed and it is apparent the existing residences are in poor condition. Preliminary estimates provided by interested parties suggest repair costs ranging from \$31,000 to \$33,600. These estimates for repairs were evaluated by

the Agency and the price was lowered to account for some, but not all, of the needed repairs. An offer of \$152,900 is now pending approval.

RECOMMENDATION:

Staff respectfully recommends that the Development Agency Board approve the sale of the property at 10900 SE 92nd Avenue at the price of \$152,900, and delegate authority to staff to act on behalf of the Agency at closing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. Johnson', written over a horizontal line.

Dan Johnson,
Development Agency Manager

EXHIBIT A1

10090 SE 92nd Avenue



10/23/13



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

9

October 31, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF WILSONVILLE AND CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 (CCSD#1) FOR
LABORATORY AND SAMPLING SERVICES

Purpose/Outcomes	Intergovernmental Agreement with the City of Wilsonville to provide water quality sampling and laboratory analysis
Dollar Amount and Fiscal Impact	None- services will be reimbursed to the District
Funding Source	City of Wilsonville- no County General Funds are involved.
Safety Impact	None
Duration	Effective November 2013 and terminates on June 30, 2017
Previous Board Action	The previous IGA covered a two year period ending June 30, 2012
Contact Person	Mona LaPierre, Environmental Monitoring Manager, WES 557-2830
Contract No.	None

BACKGROUND:


The City of Wilsonville (City) is a holder of a National Pollutant Discharge Elimination System (NPDES) permit for its Municipal Separate Sanitary Storm Sewer System Permit (MS-4) and requires laboratory analysis and Mercury sampling to ensure compliance with state and federal monitoring requirements. The City approached CCSD#1 to explore and pursue a contractual arrangement where CCSD#1 would provide laboratory analysis and ultra clean mercury sampling services to meet these requirements.

Staff assessed the impact of the arrangement and determined that it could be accommodated without significant impact our current regulatory and CCSD#1 district obligations. In addition, the coordination of these services between the City and CCSD#1 will allow for a holistic approach to the data analysis needs of the County's MS-4 system. This IGA has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve the attached Intergovernmental Agreement between Clackamas County Service District No. 1 and The City of Wilsonville.

Respectfully submitted,


Michael S. Kuenzi
Director

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
AND
CITY OF WILSONVILLE**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the **City of Wilsonville** (“City”), a political subdivision of the State of Oregon, and **Clackamas County Service District No. 1** (“District”), a county service district formed under Oregon Revised Statutes 451, for the provision of stormwater quality monitoring services. This Agreement is authorized pursuant to ORS 190.110.

1. **Effective Date and Duration.** This Agreement shall become effective upon signature by District representative. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2017 or when the not to exceed amount set forth in paragraph 3 is reached, whichever shall occur first (“Expiration Date”). This Agreement may be extended by mutual written agreement of the parties at any time prior to its Expiration Date.
2. **Statement of Work.** The statement of work (the “Work”) is contained in Attachment 1, attached hereto and incorporated by reference into this Agreement. District agrees to perform the Work in accordance with the terms and conditions of this Agreement.
3. **Consideration.** City agrees to pay District based upon time and materials for the tasks as referenced in Attachment 1. This Agreement shall be for an amount not to exceed Twenty-Six Thousand and 00/100 Dollars (\$26,000.00), unless this amount is increased by written amendment pursuant to paragraph 7 of this Agreement.
4. **Schedule of Performance.** The delivery schedule for the provision of these services is also contained in Attachment 1, attached hereto and incorporated by reference into this Agreement.
5. **Project Site.** The Project site location is provided in Attachment 1.
6. **Project Managers; Notice.** Each party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. To be effective, any notice required to be given under this Agreement may be given by personal delivery to the address below or may be sent by certified mail, return receipt requested and if sent via certified mail return receipt requested such notice will be deemed delivered three (3) business days after postmark. Notice may also be given by overnight delivery service, effective upon receipt of such delivery.

City of Wilsonville
Luke Bushman
29799 S.W. Town Center Loop E
Wilsonville, OR 97070
(503) 570-1552

Clackamas County Service District No. 1

Mona LaPierre
c/o Water Environment Services
150 Beaver Creek Road
Oregon City, OR 97045
(503) 557-2830

7. **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.
8. **Payment.**
 - A. Within 45 days of conducting a sampling event on behalf of City, District shall submit an itemized invoice to City for reimbursement of services performed during the sampling event, which shall include a description of the project and District contract number and the allocation of costs.
 - B. City shall pay all invoices within 30 days.
9. **Termination.**
 - A. The parties may agree to an immediate termination of this Agreement or at a time certain upon mutual written consent.
 - B. Either party may terminate this Agreement effective not less than 30 days from delivery of written notice. City shall be responsible for any Work done on its behalf prior to the effective date of the termination.
 - C. Either party may terminate this Agreement in the event of a breach by the other party. Prior to such termination, however, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the breaching party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this Agreement.
10. **Funds Available and Authorized.** Both parties certify that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within each party's current appropriation and limitation through fiscal year 2013-2014. Both parties understand and agree that payment of amounts under this Agreement attributable to Work performed after the end of the current fiscal year is contingent on either party receiving appropriations, limitations, or other expenditure authority.
11. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
12. **Access to Records.** Both parties and their duly authorized representatives shall have access to the documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.
13. **Compliance with Applicable Law.**
 - A. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Both party's performance under this Agreement is conditioned upon either parties compliance with the provisions of the

Oregon Revised Statutes, including but not limited to ORS 279A, B, and C, which are incorporated by relevant reference herein.

- B. The City is and remains responsible for compliance with its MS4 Permit obligations. The District assumes no liability regarding any fees, fines, or other costs related to meeting those permit obligations by entering into this Agreement.
14. **No Third Party Beneficiary.** The District and City are the only parties to this Agreement and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
15. **Indemnification.** Within the limits of the Oregon Tort Claims Act, each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, including the cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives.
16. **Merger Clause.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

CITY OF WILSONVILLE, OREGON

**CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1**

Nancy Kraushaar 10/15/2013

Nancy Kraushaar Date
Community Development Director
City of Wilsonville

Chair Date

Recording Secretary

ATTACHMENT #1
Clackamas County Service District #1 and City of Wilsonville
Stormwater Quality Monitoring Project
Statement of Work

PURPOSE

The purpose of this attachment is to define the specific responsibilities of the City of Wilsonville (“City”) and Clackamas County Service District No. 1 (“District”). City desires to obtain stormwater quality monitoring services from District in order to comply with their Phase I MS4 NPDES permit monitoring requirements.

PROJECT DESCRIPTION AND LOCATION

The project (“Project”) involves the collection of samples for mercury analyses from one monitoring site located in the City of Wilsonville as specified in the Comprehensive Clackamas County Stormwater Monitoring Plan dated June, 2013 (“Plan”). The monitoring location is at the Wilsonville Library detention pond inlet.

PROJECT COSTS

The cost of the Project will be based upon time and materials and established laboratory fees plus a 5% premium. This data will be captured through the Water Environment Services Time Card and Financial Systems. Rates are adjusted annually and effective July 1.

RESPONSIBILITIES- Mercury Monitoring

The District Shall:

1. Collect mercury samples at the City outfall site during one wet-weather storm event and one dry weather storm event between October 1, 2013 and September 30, 2014. A second wet weather storm event and dry weather event must be monitored between October 1, 2015 and September 30, 2016. District will attempt to collect these samples during the same events when they are collecting their own samples to meet MS4 NPDES permit requirements.
2. Collect adequate samples such as field blanks and duplicates in order to conduct the required quality assurance and quality control reviews of the data.
3. Send the sample to the contract lab to perform the analysis.
4. Provide hard copy and digital copy results of the field and laboratory analyses to City.

The City Shall:

1. Submit payment to the District for City’s share of the Project cost within 30 days of receipt of invoice from the District and all deliverables as described in Responsibilities above.

RESPONSIBILITIES- Laboratory Analysis

The District Shall:

1. Analyze the grab and composite samples in the lab for analyses as specified in the permit and requested on the District’s Chain of Custody form.
2. Provide hard copy and digital copy results of the field and laboratory results to the City.

The City Shall:

1. Collect field and lab samples at the City site for routine and storm events.
2. For storm samples, an attempt should be made to collect lab samples that are composites representing three individual samples collected throughout the event and separated by a minimum of one hour. The time and date when sample are collected should also be documented.
3. Analyze grab samples in the field as specified in the Permit. The time and date of when these samples are collected should also be documented.
4. Collect adequate samples such as field blanks and duplicates on order to conduct the required quality assurance and quality control reviews of the data.
5. Submit payment to the District for Wilsonville's share of the Project cost within 30 days of receipt of invoice from the District and all deliverables as described in Responsibilities above.