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BOARD OF COUNTY COMMISSIONERS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

AGENDA

Thursday, April 9, 2020 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2020-28

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****COVID-19 Update**

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

1. Public Hearing on the Proposed Community Development 2020 Action Plan (Mark Sirois, Community Development)

II. 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 Work Sessions. 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. Approval for Agreement No. 9683 to a Provider Participation Agreement with CareOregon for Behavioral Healthcare Services - Health Centers
2. Approval for Agreement #9528 to a Personal Services Agreement with Northwest Family Services (NWFS) for Patient Referrals for Behavioral Healthcare Services. – Health Centers

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement to Provide Planning Services to the City of Gladstone
2. Approval of an Oregon Public Works Emergency Response Cooperative Assistance Agreement

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Business & Community Services

1. Approval of Modification No. 7 of Grant Agreement 13-SA-11060600-013 between Clackamas County and USDA Forest Service – Mt. Hood National Forest for the Dump Stoppers Program
2. Approval of Research Services Agreement No. 28778 between Clackamas County and University of Oregon

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

IV. COUNTY ADMINISTRATOR UPDATE

V. 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>

April 9, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Public Hearing on the Proposed Community Development 2020 Action Plan

Purpose/Outcomes	A Public Hearing before the Board of County Commissioners to review the past performance of the County's Community Development programs, and to review the Proposed 2020 Housing and Community Development Action Plan.
Dollar Amount and Fiscal Impact	Application for an estimated \$2,250,000 in Community Development Block Grant (CDBG) funds, \$1,040,000 in HOME funds, and \$187,000 in Emergency Solutions Grant (ESG) funds during the 2020 program year.
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective July 1, 2020 and terminates on June 30, 2021
Previous Board Action	2019 Action Plan and the -Year Funding Recommendations were approved by the BCC on May 2, 2019 - agenda item
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Counsel Review	N/A
Contact Person	Mark Sirois, Community Development Manager - (503) 650-5664
Contract No.	N/A

BACKGROUND:

The Clackamas County Community Development Division (CDD) of the Health, Housing and Human Services Department requests a public hearing before the BCC to receive public testimony and to review the 2020 One-Year Action Plan. This public hearing will satisfy a U.S. Department of Housing and Urban Development (HUD) requirement that the public be given an opportunity to review and comment on the FY2020 funding recommendations for the County's Community Development programs.

The Action Plan implements the goals and objectives of the 2017-2021 Consolidated Plan and serves as the annual application for HUD funding. The Plan also includes a list of Funding Recommendations for projects selected for funding in the program years 2020 and 2021. The DRAFT Action Plan is currently posted at our county webpage at <https://www.clackamas.us/communitydevelopment/maps.html> and available for public comment until Monday, April 20, 2020.

Healthy Families. Strong Communities.

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www.clackamas.us

Public Hearing Notice advertisements were also placed in all County newspapers on March 18 and 19 to request public testimony at the public hearing as well as how to contact County staff with any questions. A link to the draft Action Plan was provided for public review and comment.

The hearing will consist of three parts:

- 1) A review of the past performance of the County's Housing and Community Development programs;
- 2) A review of the Proposed 2020 Housing and Community Development Action Plan; and
- 3) An open discussion period during which citizens may testify on the plan or the County's housing and community development needs.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners take the following actions:

- 1) Hold a Public Hearing to review past performance of the County's Community Development program and to review the Proposed 2020 Action Plan;
- 2) Direct the Community Development Division staff to make any changes necessary as a result of the Board's consideration of testimony to the Proposed Plan, and prepare for Board approval of the Final 2020 Action Plan and other materials necessary for applying for FY 2020 CDBG, HOME, and ESG funds; and
- 3) Place approval of the 2020 Action Plan on the Board of County Commissioners' consent agenda for adoption at the April 30, 2020 meeting.

Respectfully submitted,



Richard Swift, Director

Attachments:

- Proposed 2020 Community Development Action Plan
- Public Notice of the Public Hearing
- FY 2020 and 2021 Funding Recommendations

CLACKAMAS COUNTY COMMUNITY DEVELOPMENT DIVISION

2020 ACTION PLAN



Clackamas County
Housing and Community Development Division
Public Services Building
2051 Kaen Road – Suite 245
Oregon City, Oregon
(503) 655-8591
www.clackamas.us/communitydevelopment/

MARCH 2020 DRAFT

Annual Action Plan
2020

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

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DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES

Director of Health, Housing and Human Services
Richard Swift

Community Development Division
Mark Sirois, Manager

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Clackamas County Community Development is a division within the larger Clackamas County Health, Housing and Human Services Department that includes the Behavioral Health, Public Health, Health Centers, Social Services, the (public) Housing Authority and the Children, Families and Community Connections divisions.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Community Development Division staff have used community survey data, public meeting comments, public housing waitlist information, Portland metropolitan area housing information and several reports to select the following goals to accomplish over the next 5 years (2017 to 2021):

1. Community Infrastructure Improvements - 10,000 persons to benefit.
2. Public Facilities Improvements - 7,500 persons to benefit.
3. Public Services - 10,000 persons will benefit.
4. Housing Rehabilitation - 150 households will benefit.
5. Affordable Housing - 260 households will benefit.
6. Homeless Assistance - 1,750 homeless persons will be assisted with shelter and services.

Six (6) Assessment of Fair Housing Goals have been included in the 2017-2021 Consolidated Plan.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Clackamas County Community Development Division has been a major partner and funder of many affordable housing projects, most of the senior centers and many neighborhood improvement projects throughout the county over the last 20 years. The impact of projects and services supported with grant funds is often limited by the federal grant regulations and the actual annual funding levels although communities and non-profit partners do bring private resources to leverage the federal funds. Clackamas County Community Development Division continues to expend federal funds efficiently and effectively within the bounds of federal regulations. Slow moving projects are cancelled allowing funds to be reallocated to projects that are on track to be completed as scheduled.

Clackamas County coordinates with and provides staff support to the homeless Continuum of Care.

Clackamas County has recently completed an Assessment of Fair Housing and established the following goals for program years 2017 to 2021:

1. Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing.
2. Increase accessibility to affordable housing for persons with disabilities and single parent familial status households. (households with children under 18 yrs.).
3. Improve access to housing and services for all protected classes.
4. Enforce Fair Housing laws and Increase public understanding of Fair Housing laws.
5. Coordinate Fair Housing Advocacy and Enforcement Efforts among regional partners
6. Ensure that all housing in Clackamas County is healthy and habitable.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Clackamas County Community Development Division maintains a Citizen Participation list of persons interested in programs and services funded by federal grants. Public meeting notices are posted in

community newspapers and notices of funding availability are distributed throughout the county through newspapers, social media and email lists.

The community participation process for selecting Clackamas County's fair housing goals included 10 public meetings, three separate surveys during April, May and June of 2016 and consultations with 23 community agencies. A total of 310 people responded to a community survey, a public housing resident survey and a Spanish language survey. Some surveys were mailed to groups and all surveys were available on paper and online.

The Continuum of Care homeless services providers and public housing residents are engaged in annual public meetings to discuss programs, projects and services.

The general public is also invited and engaged through solicitation of feedback through community online surveys and public meetings.

The 2020 Action public participation process included newspaper advertisements, email distribution of meeting notices, a public meeting on October 30, 2019 and on November 14, 2019. Advertisements for the April 9th public meeting were posted in newspapers on March 18 and 19, 2020.

A public hearing with the Board of County Commissioners is scheduled for April 9, 2020. The Action Plan is scheduled to be approved by the Board for submittal to HUD on April 30, 2020 in a public hearing.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public meetings were held on October 30, 2019, November 14, 2019 and April 9, 2020 to gather public comments on housing and community development needs.

Comments were in favor of proposed projects and requested additional affordable housing options throughout the county. Public comments included inquiries into the timeline for next funding cycle, proposed projects and services and the CDBG, HOME and ESG application process. All public comments will be in Attachment A of this plan.

The draft 2020 Action Plan will be posted for review and comment from March 18, 2020 to April 20, 2020. Comments submitted by email suggested more homeless services and affordable housing options.

The final plan will be approved by the board on April 30, 2020.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments will be accepted and included in this plan as Attachment A.

7. Summary

The public comment period on the 2020 Action Plan will be from March 18 to April 20, 2020 and the public hearing was held on April 9, 2020. All comments will likely be accepted. The Board of County Commissioners will be approved the final plan on April 30, 2020 with the actual grant allocation amounts that were provided by HUD and incorporated into the plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	CLACKAMAS COUNTY	
CDBG Administrator	CLACKAMAS COUNTY	Community Development Division
HOPWA Administrator	City of Portland	City of Portland
HOME Administrator	CLACKAMAS COUNTY	Community Development Division
ESG Administrator	CLACKAMAS COUNTY	Community Development Division
HOPWA-C Administrator	CLACKAMAS COUNTY	Community Development Division

Table 1 – Responsible Agencies

Narrative (optional)

Clackamas County Community Development is a division within the larger Clackamas County Health, Housing and Human Services Department that includes the Behavioral Health, Public Health, Health Centers, Social Services, the (public) Housing Authority, Community Solutions (workforce programs) and Children Youth and Families divisions. Clackamas County receives no HOPWA funds. Services for persons with AIDS are provided by the Cascade AIDS Project (CAP) in the nearby City of Portland, Oregon.

Consolidated Plan Public Contact Information

Office location: Community Development Division in the Public Services Building 2051 Kaen Road – Suite 245 Oregon City, Oregon (503) 655-8591

Community Development Website: <http://www.clackamas.us/communitydevelopment/>

Clackamas County Housing and Community Development website includes maps of low/mod income areas, funding policies, meeting notices, meeting schedules, Consolidated Plans, annual Action Plans, information on HOME repairs grants and loans, and other programs.

Staff Contacts:

Pamela Anderson, Community Development Manager: ADD EMAIL ADDRESS

Mark Sirois, Community Development Manager: 503-650-5664 at marksir@clackamas.us

Steve Kelly, Project Coordinator: stevekel@clackamas.us

New Project Coordinator:

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Clackamas County is an urban and rural county within the Portland/Vancouver metropolitan statistical area. Clackamas County provides the bulk of the social services, assisted housing services and public housing to low-income residents in the county. Clackamas County provides federal funding to non-profit housing developers to build, purchase and maintain assisted housing throughout the county.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Clackamas County Community Development Division (CDD) coordinates activities between public housing and assisted housing agencies through funding and reporting outcomes to state and federal agencies. The local public housing authority is a part of Clackamas County's Health, Housing and Human Services Department. Nonprofit and for profit housing developers and housing providers are in regular contact with CDD staff about project ideas and potential state and federal grants that could be combined with CDBG and HOME funds for a successful housing project proposal. The HOME program provides vital funding to affordable housing providers that also apply for state tax credit funding as one of few sources of funds available to develop affordable housing units in the rural parts of Clackamas County.

The Clackamas County Health, Housing and Human Services (H3S) Department includes; a public housing authority, a community development division, a public health division, a social services division, a behavioral health division and a primary care division. H3S is often a convener of agencies to apply for funding, build facilities and provide services to vulnerable populations. In some cases the county provides the services, and in other cases non-profit agencies provide the housing or services. CDBG funds also provide support for the Housing Rights and Resources program, an H3S program in the Social Services Division. This program provides housing referral and information on all available housing services and resources to residents in need of affordable housing and related services.

CDD consults directly with the county primary care health facilities and health services to coordinate services and projects.

CDD consults directly with local governments (15 cities and towns in Clackamas County) regarding public facilities and infrastructure projects. Adjacent governments including City of Portland, Multnomah County and Washington County are contacted regularly regarding public meetings however due to scheduling conflicts staff from these governments rarely attend our public meetings.

Currently CDD has business and civic leaders engaged in the community and housing development needs assessment through their activities on non-profit boards, planning councils and commissions. Some non-profit agencies are considered civic organizations. CDD will continue to reach out to community groups that include civic and business leaders in the community. CDD is currently nurturing business contacts on the Housing Advisory Board that guides the Housing Authority of Clackamas County and county-wide affordable housing policy.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

H3S Community Development Division (CDD) personnel administer the Continuum of Care (CoC) annual renewal application process and the Homeless Management Information System (HMIS). The same CDD office uses CDBG, ESG and CoC funds to support homeless services and for the Homeless Point in Time (PIT) count of homeless persons. The PIT is conducted with over 150 volunteers coordinated by the Social Services Division.

H3S Community Development Division (CDD) personnel administer the Continuum of Care (CoC) annual renewal application process and the Homeless Management Information System (HMIS). The annual Continuum of Care renewal application funds over \$2,500,000 of services and rent assistance to homeless persons in the county. CoC efforts secure services and support for over 784 persons including 63 chronically homeless persons and 207 persons in veteran households (based on the CoC 2019 Housing Inventory Chart.)

Clackamas County is collaborating with Multnomah and Washington Counties in an ambitious and needed effort to create a PSH Plan for the tri-county region. The Corporation for Supportive Housing (CSH – www.csh.org) is leading the process with consultants from Context for Action, who are leading the community engagement processes in Washington and Clackamas County. Clackamas County CoC, CSH and Context for Action will convene key stakeholders from Clackamas County to participate in an ad-hoc Technical Advisory Group (TAG) to review key data, identify key levers, and provide context expertise on the region.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The CDD staff coordinate the Continuum of Care monthly meetings and the CoC governing board activities. The CoC policies and ESG program policies were developed with both CoC and ESG homeless services providers. The CoC reviewed and adopted the current CoC and ESG policies in February 2017.

CDD personnel also provide the HMIS training and support for CoC and ESG providers. The monthly CoC activities and quarterly performance reports are coordinated by the same CDD staff that coordinates the ESG funding applications and awards process. The FY 2020-2021 ESG funding recommendations were presented to the CoC Steering Committee on February 26, 2020. CoC providers, the local public housing agency and all the agencies in the Continuum of Care are engaged in addressing the needs of homeless persons.

The CoC consults with Children, Families and Community Connections, a Workforce Investment Act partner and division of H3S, to conduct employment related training for homeless persons.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Housing Authority of Clackamas County
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing Authority is staffed by Clackamas County employees. The Housing Authority Director reports to the H#S Department Director and coordinates housing activities with the entire department including the Community Development Division. The anticipated outcomes are coordinated efforts to preserve, maintain and build affordable housing units for low income residents as well as coordinated social services, primary health care, mental health services, fair housing events and employment training.

2	Agency/Group/Organization	NORTHWEST HOUSING ALTERNATIVES
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Northwest Housing Alternatives (NHA) is one of a few non-profit housing developers in Clackamas County. NHA staff are active on the Continuum of Care homeless council as a provider of homeless housing services and homeless prevention services with ESG funding, local government funding and private foundation funding.
3	Agency/Group/Organization	CLACKAMAS WOMEN'S SERVICES
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Clackamas Womens Services is an active participant in the homeless Continuum of care as well as an HESG services provider. The agency is one of a few victim services providers.
4	Agency/Group/Organization	CLACKAMAS COUNTY
	Agency/Group/Organization Type	Services-Health Services-Employment Service-Fair Housing Health Agency Child Welfare Agency Publicly Funded Institution/System of Care Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The Clackamas County Health, Housing and Human Services (H3S) Department includes; a public housing authority, a community development division, a public health division, a social services division, a behavioral health division and a primary care division. H3S is often a convener of agencies to apply for funding, build facilities and provide services to vulnerable populations. In some cases the county provides the services, and in other cases non-profit agencies provide the housing or services. Consultation with the County Public Health Division on lead-based paint hazards is guided by State of Oregon Health Authority (OHA). If there is a complex case or child whose blood lead levels are not improving, an inspection of the home environment can be done, this is requested from OHA. OHA also provides the follow up on adult/occupational high lead level reports.</p>
5	<p>Agency/Group/Organization</p>	<p>CASCADIA BEHAVIORAL HEATHCARE, INC.</p>
	<p>Agency/Group/Organization Type</p>	<p>Services-Persons with HIV/AIDS</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homelessness Strategy HOPWA Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The agency is part of the homeless Continuum of Care.</p>
6	<p>Agency/Group/Organization</p>	<p>CENTRAL CITY CONCERN</p>
	<p>Agency/Group/Organization Type</p>	<p>Housing Services-Persons with Disabilities Services-homeless</p>

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency provides services and housing through the homeless Continuum of Care.
7	Agency/Group/Organization	IMPACT NW
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This Agency is part of our homeless Continuum of Care.
8	Agency/Group/Organization	INN HOME
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-homeless Services-Education

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency is part of the homeless Continuum of Care that serves homeless youth.
9	Agency/Group/Organization	LEGAL AID SERVICES OF OREGON
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Aid Services of Oregon (LASO) is a partner of our Housing Rights and Resources program and included in all fair housing planning efforts LASO is a regional and statewide legal aid organization that is a partner with Clackamas County to provide training to housing agencies, tenants, landlords and the general public. LASO also provides eviction prevention services.
10	Agency/Group/Organization	LIFEWORKS NORTHWEST
	Agency/Group/Organization Type	Services-homeless Services-Employment

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency provides outreach and health services to homeless adults. This agency is part of the Continuum of Care.
11	Agency/Group/Organization	OUTSIDE IN
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency provides outreach and health services to homeless youth. This agency is part of the Continuum of Care.
12	Agency/Group/Organization	STATE OF OREGON DEPARTMENT OF HUMAN SERVICES
	Agency/Group/Organization Type	Services-homeless Services-Employment Other government - State

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This State of Oregon TANF agency has a local office in our county. A representative from this office participates in our Continuum of Care activities and planning.
13	Agency/Group/Organization	MULTNOMAH COUNTY
	Agency/Group/Organization Type	Other government - County Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homelessness Strategy Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Clackamas County staff participate in the Fair Housing Advocacy Committee (FHAC) that sponsored by Multnomah County, Gresham, and the City of Portland to advocate for policies, strategies, and resources to affirmatively further fair housing throughout Multnomah County. FHAC meetings are open to the public and public testimony is invited. For more information, visit www.portlandoregon.gov/phb/fairhousing .
14	Agency/Group/Organization	FAIR HOUSING COUNCIL OF OREGON
	Agency/Group/Organization Type	Service-Fair Housing Publicly Funded Institution/System of Care Regional organization Planning organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fair Housing Council of Oregon (FHCO) is a regional and statewide planning organization that is a partner with Clackamas County to provide training to housing agencies, tenants, landlords and the general public. FHCO was part of the Clackamas County Assessment of Fair Housing process that selected our AFH goals.
15	Agency/Group/Organization	URBAN LEAGUE
	Agency/Group/Organization Type	Regional organization Business Leaders Civic Leaders Foundation
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Urban League of Portland has been invited to participate in homeless planning efforts in Clackamas County. The Urban League DCL Organizing Project is a capacity building project in the African American community, to maximize our community power to impact city, county and state institutions and elected bodies. The focus of the program has been to increase advocacy and civic engagement by organizing individuals, developing leaders, strengthening partnerships among African American and other communities of color.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Table 3 – Other local / regional / federal planning efforts

Identify any Agency Types not consulted and provide rationale for not consulting

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The Citizen Participation process for this Action plan began in 2016 with a community needs assessment, small group meetings with stakeholders, an online survey, public meetings and public hearings. The public meetings for the 2020 Action Plan were held on October 30, 2019 and November 14, 2019. The public hearing with the Board of County Commissioners was held on April 9, 2020.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	All County residents	8 people attended	Interest was expressed for funding of a community center on Mt. Hood, a first-time homebuyer program and additional funding for senior center improvements.	All comments were accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	All County Residents	8 people attended	Group discussion focused on community projects in Estacada, senior center improvements, affordable housing projects and improvements at existing affordable housing projects.	All comments were accepted.	
4	Internet Outreach	Non-targeted/broad community	Emails with meeting information and schedule of public meetings was distributed to a Citizen Participation group and the Continuum of Care list of members.			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Clackamas County Community Development Division (CDD) works closely with the Housing Authority of Clackamas County (HACC), the County Behavioral Health Program, the Continuum of Care, non-profit agencies and the local County Social Service agencies to secure and administer many sources of funding for services, programs and rent assistance to benefit low-income residents of Clackamas County.

These expected resources are estimates based on historical funding trends, amounts to be matched and leveraged.

HOME Project-Related Soft Costs

When HOME funds are allocated to an affordable housing project (as opposed to TBRA or CHDO operating), Clackamas County will have the option of charging reasonable and necessary staff and overhead support to the project as project-related soft costs. These may include:

- Processing of applications for HOME funds
- Appraisals required by HOME regulations
- Preparation of work write-ups, specifications, and cost estimates or review of these items if an owner has had them independently

prepared

- Project underwriting
- Construction inspections and oversight
- Project documentation preparation
- Costs associated with a project-specific environmental review
- Relocation and associated costs
- Costs to provide information services such as affirmative marketing and fair housing information to prospective tenants
- Staff and overhead costs related any of the above actions

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,258,706	100,000	300,000	2,658,706	2,258,706	The FY 2020 program year is the 4th year of the 5-year Consolidated Plan. The expected amount available is based on the assumption that funds will be level next year. \$300,000 of prior year funds will be carried forward for 2020 projects. Anticipated program income includes \$100,000 from housing rehabilitation loans that are re-paid during the year. Program income will be allocated to other housing rehabilitation loans and grants during the program year.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,045,044	0	1,300,000	2,345,044	10,445,044	The FY 2020 program year is the 4th year of the 5-year Consolidated Plan. \$1.3 million of prior year funds will be carried forward to fund multi-family housing projects in program year 2020. The HOME match requirement of 25% will be met either by eligible contributions, computing the value of annual property tax exemptions, or by drawing down the required match amounts from the county's excess HOME match reserve of approximately \$1.3 million.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	187,353	0	0	187,353	187,353	The FY 2020 program year is the 4th year of the 5-year Consolidated Plan. There will be no carry forward funds or program income funds.
Section 108	public - local	Acquisition Economic Development Multifamily rental rehab Public Improvements	0	0	0	0	11,100,000	Section 108 Loan Guarantee Program: Clackamas County Community Development Division (CDD) has been awarded \$11,100,000 by the Section 108 Loan Guarantee Program administered by the U.S. Department of Housing and Urban Development (HUD)

Table 5 - Expected Resources – Priority Table

Annual Action Plan
2020

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG Program: Resources reasonably expected to be made available to supplement CDBG funds include local matching to be contributed by project sponsors. Matching contributions (cash or in-kind) equivalent in value to a minimum of 20% of the project cost are required by County policies. It is anticipated that funding available to finance community development activities from local matching sources will total at least \$2,000,000. CDBG anticipates approximately \$100,000 of program income per year from the Housing Rehabilitation program loan repayments and \$300,000 of prior year funds will support annual projects.

The 2020 **Continuum of Care application** process will renew at least \$2,600,000 of funding annually for homeless services, programs and rent assistance for homeless individuals and families. In 2019 CoC was eligible to apply for an additional \$294,947 of new funds for Permanent Housing and DV survivor housing. In 2019 HUD awarded the Clackamas Continuum a total of \$2,631,284.

HOME Program Income

HOME Program Income (PI) is generated from the repayment of HOME loans that the county has made to affordable housing projects. As provided for in the 2016 HOME Interim Rule, Clackamas County will retain HOME PI that is received during the program year, and allocate it to a specific project or projects in the subsequent program year. For the program year ending June 30, 2020, the county anticipates that it will retain approximately \$50,000 of HOME PI, and will allocate the PI to a HOME multi-family housing project in the upcoming program year.

HOME Match Funds: The HOME match requirement of 25% will be met either by eligible contributions, computing the value of annual property tax exemptions, or by drawing down the required match amounts from the county's excess HOME match reserve of approximately \$1.3 million

ESG funds will be matched using private donations, local and state homeless prevention funds (EHA).

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publically owned land is available for this purpose.

Discussion

The Community Development Division will continue to partner with the Housing Authority of Clackamas County, the County Behavioral Health Program, the County Health Centers, the Continuum of Care, non-profit agencies, for profit housing developers and the local County Social Service agencies to explore new programs, services and financial resources for programs and services that benefit our low-income and special needs residents.

Anticipated Resources amounts are based on anticipated funding levels, anticipated program income, prior year funds carried forward and expected matching funds on individual community projects.

HOME Program Income

For the program year ending June 30, 2020, the county anticipates that it will retain approximately \$50,000 of HOME PI, and will allocate the PI to a HOME multi-family housing project in the upcoming program year.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2017	2021	Affordable Housing	Countywide	Affordable Housing	HOME: \$2,000,000	Rental units constructed: 300 Household Housing Unit Rental units rehabilitated: 100 Household Housing Unit Direct Financial Assistance to Homebuyers: 25 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 100 Households Assisted
2	Housing Rehabilitation	2017	2021	Affordable Housing	Countywide	Affordable Housing	CDBG: \$1,000,000	Rental units rehabilitated: 50 Household Housing Unit Homeowner Housing Rehabilitated: 100 Household Housing Unit
3	Public Services	2017	2021	Non-Homeless Special Needs	Countywide	Non-housing Community Development	CDBG: \$1,000,000	Public service activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Homeless Assistance	2017	2021	Homeless	Countywide	Homelessness	ESG: \$600,000	Homeless Person Overnight Shelter: 1750 Persons Assisted
5	Public Facilities Improvements	2017	2021	Non-Housing Community Development	Countywide	Non-housing Community Development	CDBG: \$1,000,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7500 Persons Assisted
6	Community Infrastructure Improvements	2017	2021	Non-Housing Community Development	Countywide	Non-housing Community Development	CDBG: \$1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted
7	AFH Goal: Develop new housing units	2017	2021	AFH Goal 1	Countywide	Affordable Housing		Other: 500 Other
8	AFH Goal: Increase accessibility to housing	2017	2021	AFH Goal 2	Countywide	AFH: 1. Lack of affordable, accessible housing in AFH: 6. Housing accessibility modifications		Other: 1 Other
9	AFH Goal: Housing access for protected classes	2017	2021	AFH Goal 3	Countywide	AFH: 1. Lack of affordable, accessible housing in AFH: 2. Availability of affordable units Affordable Housing		Other: 1 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	AFH Goal: Fair Housing laws and Increase public	2017	2021	AFH Goal 4	Countywide	AFH: 7. Private discrimination AFH: 8. Lack of public fair housing enforcement AFH: 9. Lack resources for fair housing agencies		Other: 400 Other
11	AFH Goal: Coordinate Fair Housing efforts	2017	2021	AFH Goal 5	Countywide	AFH: 7. Private discrimination AFH: 8. Lack of public fair housing enforcement		Other: 1 Other
12	AFH Goal: Healthy and Habitable Housing	2017	2021	AFH Goal 6	Countywide	AFH: 2. Availability of affordable units		Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	Affordable Housing projects will be completed in partnership with non-profit and private housing developers.

2	Goal Name	Housing Rehabilitation
	Goal Description	Housing Rehabilitation for home owners and renters will be provided by the Housing Rehabilitation program and in partnership with non-profit housing developers.
3	Goal Name	Public Services
	Goal Description	Public Services will be provided in partnership with social services agencies, mental health organizations, employment training agencies and non-profit organizations.
4	Goal Name	Homeless Assistance
	Goal Description	Homeless assistance is provided through Emergency Solutions Grants and Continuum of Care funding and services. The estimated goals are based on the assumption that annual funding will remain at current year levels.
5	Goal Name	Public Facilities Improvements
	Goal Description	Public Facilities will be built or improved in partnership with non-profit agencies and cities.
6	Goal Name	Community Infrastructure Improvements
	Goal Description	Community Infrastructure needs will be resolved in partnership with communities.
7	Goal Name	AFH Goal: Develop new housing units
	Goal Description	AFH Goal 1. Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing. Metrics, milestones and timeframes: Construct 500 new units of affordable (rent restricted units) housing over the next 5 years in areas of high opportunity.

8	Goal Name	AFH Goal: Increase accessibility to housing
	Goal Description	<p>Metrics, milestones and timeframes:</p> <p>By 2018 begin collecting data on persons with disabilities access to home ownership and rental units in the jurisdiction.</p> <p>Beginning in 2017 promote the availability of any new affordable housing units directly to persons with disabilities and female head of households.</p>
9	Goal Name	AFH Goal: Housing access for protected classes
	Goal Description	<p>Race and National Origin are protected classes. Both the Hispanic population and the LEP population (a subset of the National Origin protected class) is growing in the region and in the jurisdiction. The jurisdiction plans to provide more information about housing programs directly to LEP populations in additional languages including Russian and Chinese.</p> <p>Metrics, milestones and timeframes:</p> <p>By 2018, provide information to housing programs in 2 additional languages for the Housing Rehabilitation program.</p>

10	Goal Name	AFH Goal: Fair Housing laws and Increase public
	Goal Description	<p>Private discrimination in access to housing continues to occur in the jurisdiction and the region. Clackamas County has the Housing Rights and Resources (HRR) Program to increase public awareness about fair housing and to provide tenants and landlords information about their rights and responsibilities in fair housing. When staff determine that a potential housing discrimination has occurred a referral is made to Legal Aid or to Fair Housing Council for further exploration. Between July 1, 2015 and June 30, 2016, more than 2000 people called this program for housing information. More than 800 callers were assisted with rights and responsibilities information. 80 of the callers were calling with a specific discrimination issue which was clarified by HRR staff and as appropriate, callers were referred to Legal Aid Services of Oregon. The HRR program serves a vital function to screen appropriate cases to Legal Aid services. The jurisdiction will explore funding and partnership options to expand these legal services.</p> <p>Metrics, milestones and timeframes:</p> <p>Annually, at least 400 landlords and renters will receive information on fair housing laws and training on rights and responsibilities of tenants and landlords. (2000 people over 5 years).</p> <p>The number of potential discrimination referrals to Legal Aid and Fair Housing Council by Housing Rights and Resources program will be compiled and reported to HUD in CAPER reports.</p>
11	Goal Name	AFH Goal: Coordinate Fair Housing efforts
	Goal Description	<p>Regional partners continue to coordinate efforts to promote and expand fair housing laws and improve housing choice for all protected classes. Regional partners are coordinating efforts with the Fair Housing Council of Oregon to collect discrimination complaint data for examination and dissemination to local jurisdictions. Improved data collection will boost efforts to make the public more aware of the persistent discrimination that occurs in the private rental housing market.</p> <p>Metrics, milestones and timeframes:</p> <p>By 2019 each jurisdiction in the region will have at least one shared goal regarding fair housing.</p>

12	Goal Name	AFH Goal: Healthy and Habitable Housing
	Goal Description	<p>Substandard housing conditions including fire danger, mold, rodents and bedbugs may have a disparate impact on protected classes that are more likely to occupy private low rent housing.</p> <p>Metrics, milestones and timeframes:</p> <p>Jurisdiction/County Adoption of a Residential Rental Maintenance Standard by 2020.</p>

Projects

AP-35 Projects – 91.220(d)

Introduction

These projects were awarded in February 2020 after a competitive application process conducted in November and December of 2019.

Projects

#	Project Name
1	ADA Ramp and Sidewalk Improvements 2020
2	Estacada ADA Main Street and NE 6th Street Crossing
3	Willamette Falls Cultural Center ADA Improvements
4	Weatherization Mobile/Manufactured home roofing project
5	2020 Housing Rehabilitation Program
6	Sandy New County Health Clinic
7	Security Enhancements for The Village Emergency Shelter
8	Love INC. Facility For Homeless Services
9	Molalla Adult Center HVAC Upgrades
10	Optional Emergency Assistance 2020
11	Employment Investment Program 2020
12	Housing Rights and Resources 2020
13	Children's Programming for Victims of DV and Child Abuse 2020
14	Annie Ross House Shelter 2020
15	CDBG Grant Administration and Planning 2020
16	Homeless Point in Time Count 2020-22
17	Tenant Based Rental Assistance Program 2020
18	HOME Multifamily Housing Project 2020
19	Community Housing Development Organization (CHDO) 2020
20	HOME Grant Administration 2020
21	Emergency Solutions Grant 2020

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on consultation with community members, cities and non-profit agencies providing services throughout the county.

AP-38 Project Summary
Project Summary Information

1	Project Name	ADA Ramp and Sidewalk Improvements 2020
	Target Area	Countywide
	Goals Supported	Community Infrastructure Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$120,000
	Description	ADA ramp and sidewalk improvements within Canby, Oregon north and south of Hwy. 99E and other areas as needed.
	Target Date	2/21/2022
	Estimate the number and type of families that will benefit from the proposed activities	200 Elderly and disable residents of Canby who use the public streets and sidewalks.
	Location Description	The City of Canby is a mostly residential rural community.
	Planned Activities	ADA ramp and sidewalk improvements within Canby, Oregon north and south of Hwy. 99E and other areas as needed.
2	Project Name	Estacada ADA Main Street and NE 6th Street Crossing
	Target Area	Countywide
	Goals Supported	Community Infrastructure Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$110,000
	Description	Improvement at the intersection of Main & NE 6th Ave in Estacada, Oregon to reduce the crossing distance for pedestrians and improve visibility of pedestrians for drivers. Adding an ADA accessible crosswalk across NE 6th.
	Target Date	2/21/2022
	Estimate the number and type of families that will benefit from the proposed activities	300 residents of Estacada including low income students, elderly and disabled will benefit from these pedestraian improvements
	Location Description	The City of Estacada is a residential rural community.

	Planned Activities	Improvement at the intersection of Main & NE 6th Ave to reduce the crossing distance for pedestrians and improve visibility of pedestrians for drivers. Adding an ADA accessible crosswalk across NE 6th.
3	Project Name	Willamette Falls Cultural Center ADA Improvements
	Target Area	Countywide
	Goals Supported	Public Facilities Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$75,000
	Description	ADA improvements at the 1936 former West Linn City Hall building to serve as a regional Multi-Cultural Center dedicated to Arts, Heritage and Culture.
	Target Date	2/28/2022
	Estimate the number and type of families that will benefit from the proposed activities	1000s of elderly and disabled persons who attend events at this new center will have better access to the facility.
	Location Description	West Linn, Oregon
	Planned Activities	ADA improvements at the 1936 former West Linn City Hall building to serve as a regional Multi-Cultural Center dedicated to Arts, Heritage and Culture.
4	Project Name	Weatherization Mobile/Manufactured home roofing project
	Target Area	Countywide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$75,000
	Description	Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County, Oregon.
	Target Date	2/28/2022
	Estimate the number and type of families that will benefit from the proposed activities	10 low income households will benefit.
	Location Description	Countywide.

	Planned Activities	Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County.
5	Project Name	2020 Housing Rehabilitation Program
	Target Area	Countywide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Affordable Housing AFH: 6. Housing accessibility modifications
	Funding	CDBG: \$536,606
	Description	Housing Rehabilitation Programs provide needed home-repair low interest loans and grants to low income households throughout Clackamas County.
	Target Date	2/28/2022
	Estimate the number and type of families that will benefit from the proposed activities	40 low income families will benefit from housing rehabilitation loans and grants.
	Location Description	Countywide
	Planned Activities	Housing Rehabilitation Programs provide needed home-repair low interest loans and grants to low income households throughout Clackamas County.
6	Project Name	Sandy New County Health Clinic
	Target Area	Countywide
	Goals Supported	Public Facilities Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$350,000
	Description	Funding to complete a new clinic in Sandy that will provide dental, health and counseling services to low and moderate income individuals and families in the greater Sandy, Oregon area.
	Target Date	2/28/2022

	Estimate the number and type of families that will benefit from the proposed activities	2500 persons per year will have access to this health care facility
	Location Description	The area surrounding and the City of Sandy, Oregon
	Planned Activities	Funding to complete a new clinic in Sandy that will provide dental, health and counseling services to low and moderate income individuals and families in the greater Sandy area.
7	Project Name	Security Enhancements for The Village Emergency Shelter
	Target Area	Countywide
	Goals Supported	Public Facilities Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$17,100
	Description	Clackamas Womens Services homeless shelter Security gate installation and other safety improvements.
	Target Date	2/28/2022
	Estimate the number and type of families that will benefit from the proposed activities	Clackmas Womens Services houses 80 persons per year that will benefit
	Location Description	This is a DV shelter with a confidential location
	Planned Activities	Clackamas Womens Services homeless shelter security gate installation and other safety improvements.
8	Project Name	Love INC. Facility For Homeless Services
	Target Area	Countywide
	Goals Supported	Homeless Assistance Public Facilities Improvements
	Needs Addressed	Homelessness
	Funding	CDBG: \$450,000
	Description	Funding to build a centralized hub to increase accessibility and effectiveness of resources and support for an increasing number of low income households in Clackamas County.
	Target Date	2/28/2022

	Estimate the number and type of families that will benefit from the proposed activities	When the facility is completed 400 persons per year will benefit from services
	Location Description	Oregon City, Oregon
	Planned Activities	Funding to build a centralized hub to increase accessibility and effectiveness of resources and support for an increasing number of low income households in Clackamas County.
9	Project Name	Molalla Adult Center HVAC Upgrades
	Target Area	Countywide
	Goals Supported	Public Facilities Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$100,000
	Description	Molalla Adult Community Center upgrades will provide regulated temperatures and efficiency to a Center that serves as a registered Warming Center and Cooling Center in Clackamas County.
	Target Date	2/28/2022
	Estimate the number and type of families that will benefit from the proposed activities	500 persons use the Molalla Senior center every year.
	Location Description	The center serves seniors in the rural area surrounding the City of Molalla, Oregon.
Planned Activities	Upgrades and or replacement of the heating and cooling system at the senior center.	
10	Project Name	Optional Emergency Assistance 2020
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Homelessness Non-housing Community Development
	Funding	CDBG: \$20,000

	Description	Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency.
	Target Date	2/28/2022
	Estimate the number and type of families that will benefit from the proposed activities	30 to 40 households that may experience an emergency situation due to a fire, landslide, snowstorm, flood or other such emergency.
	Location Description	To be determined.
	Planned Activities	Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency.
11	Project Name	Employment Investment Program 2020
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$50,000
	Description	The Clackamas County Employment Investment Program(CCEIP) assists low-income Clackamas County residents with significant barriers to employment on their path to self-sufficiency.
	Target Date	2/28/2022
	Estimate the number and type of families that will benefit from the proposed activities	10 low-income disabled individuals will receive job placement and training.
	Location Description	Countywide
	Planned Activities	The Clackamas County Employment Investment Program (CCEIP) assists low-income Clackamas County residents with significant barriers to employment on their path to self-sufficiency. Job training and placement for individuals with disabilities.
12	Project Name	Housing Rights and Resources 2020
	Target Area	Countywide
	Goals Supported	Public Services

	Needs Addressed	Affordable Housing Homelessness AFH: 7. Private discrimination AFH: 8. Lack of public fair housing enforcement AFH: 9. Lack resources for fair housing agencies
	Funding	CDBG: \$125,000
	Description	Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council to promote fair housing & furthers housing opportunity for all.
	Target Date	Countywide
	Estimate the number and type of families that will benefit from the proposed activities	1000 tenants and landlord will access this call-in service for fair housing and affordable housing information.
	Location Description	countywide
	Planned Activities	Information and referral on Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council to promote fair housing & furthers housing opportunity for all.
13	Project Name	Children's Programming for Victims of DV and Child Abuse 2020
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Non-housing Community Development AFH: 8. Lack of public fair housing enforcement AFH: 9. Lack resources for fair housing agencies
	Funding	CDBG: \$15,000
	Description	Mobile advocacy and safety planning for children and families in rural and marginalized communities.
	Target Date	2/28/2022
	Estimate the number and type of families that will benefit from the proposed activities	20 children will benefits from this expanded services.

	Location Description	Countywide
	Planned Activities	Mobile advocacy and safety planning for children and families in rural and marginalized communities.
14	Project Name	Annie Ross House Shelter 2020
	Target Area	Countywide
	Goals Supported	Public Services Homeless Assistance
	Needs Addressed	Homelessness
	Funding	CDBG: \$50,000
	Description	Operating funds for expanded services at Northwest Housing Alternatives's Annie Ross House, an emergency shelter for families with children experiencing homelessness.
	Target Date	2/28/2022
	Estimate the number and type of families that will benefit from the proposed activities	80 individuals will be provided with homeless shelter services
	Location Description	North Clackamas area
	Planned Activities	Operating funds for Northwest Housing Alternatives' Annie Ross House, an emergency shelter for families with children experiencing homelessness.
15	Project Name	CDBG Grant Administration and Planning 2020
	Target Area	Countywide
	Goals Supported	Community Infrastructure Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$450,000
	Description	CDBG grant administration, planning, contract monitoring and reporting.
	Target Date	2/28/2022
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable

	Location Description	Countywide
	Planned Activities	CDBG grant administration, planning, contract monitoring and reporting.
16	Project Name	Homeless Point in Time Count 2020-22
	Target Area	Countywide
	Goals Supported	Homeless Assistance
	Needs Addressed	Homelessness
	Funding	CDBG: \$15,000
	Description	Clackamas County homeless count planning, data collection, reporting and evaluation for 2021 and 2022 homeless counts. Special efforts to reach under-served populations, veterans, unaccompanied youth & rural homeless.
	Target Date	2/28/2022
	Estimate the number and type of families that will benefit from the proposed activities	2000 persons will be counted
	Location Description	Countywide
	Planned Activities	Homeless count planning, data collection, reporting and evaluation for 2021 and 2022 homeless counts. Special efforts to reach underserved populations, veterans, unaccompanied youth & rural homeless.
17	Project Name	Tenant Based Rental Assistance Program 2020
	Target Area	Countywide
	Goals Supported	Homeless Assistance
	Needs Addressed	Homelessness
	Funding	HOME: \$100,000
	Description	TBRA Program will assist individual households who are homeless or at risk of becoming homeless. Maximum assistance is 24 months and may be used for rent, utility costs, security deposits, and/or utility deposits.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	15 households will be assisted.
	Location Description	Countywide
	Planned Activities	TBRA Program will assist individual households who are homeless or at risk of becoming homeless. Maximum assistance is 24 months and may be used for rent, utility costs, security deposits, and/or utility deposits.
18	Project Name	HOME Multifamily Housing Project 2020
	Target Area	Countywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$2,114,540
	Description	Multifamily Housing Project to be determined
	Target Date	2/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	20 housing units for low income households some with disabilities
	Location Description	location to be determined in the county
	Planned Activities	Construction of multifamily housing units
19	Project Name	Community Housing Development Organization (CHDO) 2020
	Target Area	Countywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$26,000
	Description	Operating funds for 2 Community Housing Development Organizations (CHDOs)
	Target Date	2/28/2023

	Estimate the number and type of families that will benefit from the proposed activities	20 low income households
	Location Description	countywide
	Planned Activities	Operating funds for 2 Community Housing Development Organizations (CHDOs).
20	Project Name	HOME Grant Administration 2020
	Target Area	Countywide
	Goals Supported	Affordable Housing Community Infrastructure Improvements
	Needs Addressed	Non-housing Community Development
	Funding	HOME: \$104,504
	Description	Grant administration, contracts, annual project monitoring and reporting to HUD.
	Target Date	2/28/2022
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	Countywide
	Planned Activities	HOME Grant administration, contracts, annual project monitoring and reporting to HUD.
21	Project Name	Emergency Solutions Grant 2020
	Target Area	Countywide
	Goals Supported	Homeless Assistance
	Needs Addressed	Homelessness
	Funding	ESG: \$187,353
	Description	Emergency Solutions Grant Program including Administration, Shelter Operations, Rapid Rehousing and Homeless Management Information System (HMIS) reporting and data quality assurance.
	Target Date	2/28/2022

	Estimate the number and type of families that will benefit from the proposed activities	1000 persons will get homelessness, housing assistance and or services
	Location Description	Countywide
	Planned Activities	Emergency Solutions Grant Program including Administration, Shelter Operations, Rapid Rehousing and Homeless Management Information System (HMIS) reporting and data quality assurance.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Assistance is directed throughout the county. No geographic areas in Clackamas County were targeted.

The 2019 median annual income for the Portland-Metro MSA, which includes Clackamas County, is \$87,900 for a household of 4 people. Low income (50% of AMI) persons and households have an income of less than \$43,950 per year or \$3,665 per month for a family of 4. For a single person the median income per year is \$61,600. A low income adult person would have an income of less than \$30,800 per year or less than \$2,567 per month.

Nine and a half percent (9.5%) of Clackamas County residents are living below the official poverty level in Clackamas County based on the 2005-2009 American Community Survey results. Female householders with children had the highest rates of poverty, and nearly half of female householders with children under the age of five were found to be living below poverty.

The United States Department of Housing and Urban Development (HUD) has generated a series of standards that can be used to determine if a Census Tract Block Group has a minority concentration or a concentration of low-income households. To determine if a low-income concentration exists, the Area Median Income (AMI) of a block group must be below 50% of the Area Median Income for the Metropolitan Statistical Area (MSA).

Geographic Distribution

Target Area	Percentage of Funds
Countywide	95

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

No geographic areas in Clackamas County were targeted except to the extent that projects serving an area must be located in a qualified census tract or area with at least 46.84% low- and moderate-income

residents. Clackamas County has a 46.84% low-and moderate income exception.

Discussion

None.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Clackamas County Community Development has 2 goals and 2 grants that support affordable housing. The Housing Rehabilitation Goal will be funded with CDBG funds to assist at least 30 households per year. HOME funds will assist 40 households per year through building new units, perserving existing units, providing Tenant Base Rental Assistance and homebuyer financial assistance.

Specific Projects in 2020:

- Housing Rehabilitation Program
- Tenant Base Rental Assistance
- HOME Multifamily housing - (Projects TBD)

One Year Goals for the Number of Households to be Supported	
Homeless	10
Non-Homeless	85
Special-Needs	5
Total	100

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	20
The Production of New Units	40
Rehab of Existing Units	40
Acquisition of Existing Units	0
Total	100

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Affordable housing preservation and new unit development continues to be a priority for the county and the state.

The County was recently awarded \$12 million per year for 5 years to develop affordable housing units through a regional affordable housing bond measure. Tax payers voted in favor of creating more affordable housing units for low income households. The Housing Authority of Clackamas County has created an office of development to allocate these new affordable housing funds to multifamily housing projects in accordance with the regional government funding requirements including community engagement and outreach to underserved populations.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Clackamas County (HACC) is a part (a Division) of the county's Health, Housing and Human Services (H3S) Department.

The County is planning to receive local tax revenue from Metro Affordable Housing Bond which recently was approved by voters.

The Clackamas County Board of County Commissioners has established an ongoing funds to help address the affordable housing crisis: the Affordable Housing and Services Fund will provide \$1.2 million of general funds annually for housing and services.

Actions planned during the next year to address the needs to public housing

- Provide resident service coordination.
- Provide case management services
- Provide opportunities for residents to engage in asset building and other strategies for achieving greater financial stability
- Provide Peer Support Services to vulnerable residents with mental health and addiction challenges
- Coordinate with local Workforce organizations to connect residents with employment and training opportunities
- Coordinate with CTEC Youth Services to provide unengaged teens with mentoring, employment and education opportunities.
- Provide service coordination and support to residents facing eviction or other unstable housing situations.
- Manage community gardens in the Oregon City and Milwaukie neighborhoods, encourage resident participation and leadership.
- Provide opportunities for continuing garden and nutrition education.
- Manage the Hillside Free Food Market in coordination with the Oregon Food Bank
- Maintain and manage community computers available for resident use
- Promote resident engagement and leadership through the HACC Resident Advisory Board
- Promote available community resources and opportunities available to residents through a quarterly newsletter.

Actions to encourage public housing residents to become more involved in management and

participate in homeownership

Public housing residents are encouraged to participate in PHA (HACC) management through participation in the activities of the Resident Advisory Board (RAB).

Public housing residents are encouraged to participate in home ownership. HACC residents are provided information about the Clackamas Homebuyer Assistance Program (CHAP) and the IDA Program.

HACC offers a range of economic empowerment strategies to assist public housing residents to become economically self-sufficient.

Under the HUD Resident Opportunity for Self-Sufficiency Grant (ROSS), HACC has a full-time Service Coordinator available to coordinate supportive services and other activities designed to help PHA residents attain economic and housing self-sufficiency.

Effective Partnership with Regional Workforce Agencies Connecting Residents to Employment and Training Opportunities: HACC collaborates with regional work force agencies including the Clackamas Workforce Partnership, Community Solutions of Clackamas County and WorkSource to connect residents with employment and training opportunities. Through these collaborative partnerships residents get basic soft skills instruction, participate in workshops and get support in job search activities, have opportunities to participate in paid on the job training, access training in targeted high growth industries such as construction, manufacturing, health care and technology.

Asset Building through Individual Development Accounts: Through the IDA program, HACC residents are provided with the opportunity to save for post-secondary education, to grow a business or to purchase a home using an IDA matched savings account. IDA matched savings accounts match every \$1 a participant saves with \$3. IDA savers must complete a 10 hour financial education workshop where they learn about budgeting, credit repair and credit building, debt management and avoiding predatory lending. IDA savers are also required to complete 6 hours of asset specific training related to their goal. Through the IDA program, residents are also linked to other financial empowerment resources such as free tax preparation sites, referrals to non-profit credit counseling agencies, home ownership counseling and opportunities to access low-interest emergency loans. HACC residents are also provided information about the Clackamas Homebuyer Assistance Program, a HOME funded down payment assistance program. By providing access to the IDA Program and the CHAP, Clackamas County encourages public housing residents to participate in homeownership.

HACC encourages Public Housing residents to engage in management through a Resident Advisory Board (RAB). RAB membership is comprised of public housing and Section 8 Housing Choice Voucher (HCV) leaders that represent residents served by HACC. The RAB convenes not fewer than two times per year to develop, approve, review and evaluate HACC's Annual Plan. The RAB is also consulted for input and approval of any significant amendment or modification to the Annual Plan. A member of the

RAB has a permanent seat on the County's Housing Advisory Board.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of Clackamas County (HACC) is not designated as a troubled PHA.

Discussion

The Housing Authority of Clackamas County (HACC) is the recipient of \$116.2 MM dollars for the development and acquisition of newly affordable housing units with the urban growth boundary of Clackamas County. This allocation is part of a larger regional allocation of bond resources through the Metro Regional Affordable Housing Bond approved by voters in the tri-county area (Clackamas, Multnomah, Washington) in 2018. The timeline for expenditure of the bond resources into applicable units is over the next seven (7) years.

Clackamas County has formed a Housing Advisory Board to provide affordable housing policy guidance to the Housing Authority and the Board of County Commissioners. The Housing Advisory Board (HAB) is currently a staff-led 6 member body that convenes once each month to discuss topics and issues pertaining to the development, preservation and promotion of affordable housing of all types in Clackamas County. The HAB will assist HACC in review and selection of eligible bond projects through various solicitations for their use over the next seven year period.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The H3S Community Development Division (CDD) coordinates most of the homeless and other special needs activities through its partnerships with non-profit service providers, the Social Services Division, Continuum of Care, the Housing Authority of Clackamas County public housing agency. Activities include: CoC coordination, CoC Homeless Point in Time count, ESG coordination, CoC Homeless Outreach and Discharge Planning.

Housing Assistance for Alcohol and Drug Recovery: The Behavioral Health Division (BHD) of Clackamas County has developed supportive housing for those in alcohol and drug recovery. BHD, through CODA, has implemented housing assistance and services program for Clackamas County residents in alcohol and drug recovery. The program has three main components: substance abuse recovery, finding any retaining permanent housing, and increasing income by connecting people with benefits and/or employment options. Direct client dollars can be used for, but not limited to, moving costs, rent assistance, application fees, deposits, and paying off previous debts. The target population for this program is individuals participating in alcohol and drug recovery at or below 50% Median Family Income, homeless, or at risk of homelessness. BHD will also utilize state general fund A&D dollars to assist people, who are homeless, in obtaining recovery housing such as Oxford housing.

Central City Concern (CCC), a Portland-based non-profit organization runs several Alcohol and Drug free properties in Clackamas County. Chez Ami is a 40-unit property, mostly serving single people without children in the household. It is a Continuum of Care, Permanent Supportive Housing project. This program serves the most highly vulnerable homeless population with wrap-around case management support and assistance in connecting residents with A&D recovery services. Town Center Courtyards, another CCC property, has 60 units, serving families with children. Although this property is not strictly reserved for families experiencing homelessness, families often “graduate” homeless housing programs into this property.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Households with dependent children: Clackamas County (CC) Coordinated Housing Assistance (CHA), our CE program, conducts outreach to families w/ children. Orgs throughout CC are trained to help families access CHA. Outreach is provided at agencies such as State Department of Human Services, WIC, and rural service-provider meetings. Fliers for CHA are provided and posted throughout CC. All homelessness prevention/diversion services are incorporated in our CHA system. The CoC includes

Prevention, Diversion, ES, RRH and PSH for families w/ children.

Survivors/Victims of domestic violence: Programs for DV survivors are well-integrated into the CHA system. Survivors are assessed by the CHA DV door. Survivors access all CHA programs, using a confidential “code-name” system to access mainstream housing programs.

The CoC includes prevention, diversion, ES, RRH, and PSH projects for DV survivors and their families. One ES provides culturally-specific services for Latina women and another doubled its beds. CoC added a RRH program for survivors who are immigrants/refugees with CoC DV bonus funds.

Unaccompanied youth: All youth housing programs are accessed through CHA. Outreach is conducted with the McKinney-Vento School Liaisons (MVSL) and youth services providers. The CoC includes prevention, diversion, TH, and Joint Component TH/RRH for unaccompanied youth.

CC was named a Youth Homelessness Demonstration Program site, and awarded \$1.78 million over 2 years. Funded projects will serve unaccompanied youth and young adults under 25 years old. 2 project types will be implemented: 1). Prevention/Diversion/CHA 2). Joint Component TH-RRH. Programming will begin in late fall 2020.

Persons who routinely sleep on the streets or in other places not meant for human habitation: Two service centers provide hot meals, clothing, medical services, and severe weather shelter. Additional overnight shelters, spread throughout CC, are opened when weather is severe. CC currently has 313 PSH beds.

Because this population can struggle with phone access, CHA screeners conduct weekly outreach at 2 service centers. CHA system coordinates with staff at these two sites, as well as other street outreach staff, to screen unsheltered populations, and to locate them when a slot becomes available in a housing program.

Compassion events are held throughout the year to provide basic services, such as food, clothing, medical care, veterans’ services and CHA assessments.

Homelessness among veterans: Veterans are screened through CHA and have access to all CHA programs. A veteran outreach worker conducts CHA assessments throughout the community. The VA, VSO, SSVF staff, VASH staff, veteran outreach worker, and many other veteran-specific providers meet regularly to work a veteran by-name list. CC is part of an SSVF grant and coordinates with a nonprofit provider for outreach, homeless placement and homeless prevention. CC has over 50 VASH slots. SSVF and VASH are incorporated in the CHA system.

The Veterans Services Office conducts veteran outreach with free medical screenings, warm clothing, information on compensation and other veterans’ benefits, employment, CHA assessments, counseling

and other services.

CC operates prevention, diversion, emergency housing, RRH and PSH specifically for homeless veterans. There are currently 135 beds for homeless Veterans in Clackamas County. In 2019, CC opened a veteran-specific tiny house village, housing 18 veterans, and a veteran-specific 24-unit affordable housing property, with services.

Addressing the emergency shelter and transitional housing needs of homeless persons

Activities to address ES needs within CC are funded through ESG, and supported with CoC, state, local, and foundation funds. 1000 Households will receive ESG program services from July 1, 2020 to June 30, 2021. One ES reopened in August 2019 with 60% more capacity to serve families. DV ES information is included above. CoC funds provide 22 beds of TH for youth.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

CH individuals and families: CC has 313 PSH beds, increasing steadily year over year. Outreach teams work to identify and complete CHA assessments with CH households to shorten length of time homeless. Because the resources are currently insufficient to meet the need, efforts have been focused on move-on strategies to assist CH households in making the transition to independent living, facilitate access to affordable housing units, and prevent CH households from returning to homelessness. Move-on strategies include creating Housing Choice Voucher preferences for PHS graduates and partnerships with affordable housing to allow for an easier transition to independence.

Families with children: CC has 412 beds for homeless families with children. System-wide prevention and diversion programs are operated to ensure housing programs are reserved for those most in need. Diversion programs help serve more homeless families than traditional housing programs, reducing the length of time families experience homelessness. ES, TH, RRH, Joint Component TH/RRH and PSH programs include wrap-around case management to help families make the transition to permanent

housing. Coordination between affordable housing developers and the CoC is growing to connect homeless families with affordable housing units. Prevention/diversion programs prevent families from becoming homeless in the first place and from returning to homelessness.

Veterans and their families: CC has 217 beds for Veteran Households. Vet-specific housing programs, including prevention/diversion, ES, RRH and PSH, include wrap-around case management to help veteran households make the transition to permanent housing. The VA, VSO, SSVF staff, VASH staff, veteran outreach worker, and many other veteran-specific providers meet regularly to work a veteran by-name list. This work is essential to identifying homeless veterans and placing them in housing programs that meet their needs, shortening the length of time they spend homeless. A veteran-specific 24-unit affordable housing property, with services, was recently completed, connecting homeless veterans to affordable housing options. Prevention/diversion programs prevent veteran families from becoming homeless in the first place and from returning to homelessness.

Unaccompanied youth: CC has 27 beds for Youth Households. It is anticipated the YHDP will double the existing youth inventory and exponentially increase diversion and CHA access to serve more youth and reduce the length of time they spend homeless. Youth-specific housing programs, including prevention/diversion, TH, and Joint Component TH/RRH, include wrap-around case management to help youth households make the transition to permanent housing. Work is underway to strengthen connections between youth housing services and affordable housing properties, with pending MOUs. Prevention/diversion programs prevent youth households from becoming homeless in the first place and from returning to homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

These discharge plans have been confirmed through the Continuum of Care application and planning process.

Foster Care: The Oregon Department of Human Services (DHS), dictates the Foster Care Discharge Policy in which the County actively participates. DHS refers youth in need to CHA for access to all CoC programs for a Life Skills/Transition Readiness Assessment. This results in: 1. Identification of resources and linkages needed to assist the child in transitioning to independent living, including life skills training, housing subsidies, college tuition, and health insurance and 2. Preparation of an individualized Comprehensive Transition Plan which must be approved by a Family Court Judge every 6 months until

the youth is successfully transitioned to independent living.

Foster youth can access Chafee rental subsidies, CoC programs, and new Foster Youth to Independence vouchers to help them secure an apartment. YHDP planning is coordinated with DHS to ensure services are available and meet the needs of youth transitioning from foster care who are homeless or at-risk. They can secure tuition-free access to a state college along with Chafee grants to assist with room and board. Youth with developmental disabilities and/or mental illness exiting the foster care system continue to receive an array of services including options such as adult foster care and supported housing that are based on unique client needs. Each option is designed to ensure that youth exiting the foster care system are not routinely discharged into homelessness.

Health Care: The discharge planning for low-income and disabled people has historically resided with the State through the Medicaid program. With the advent of the Affordable Care Act (ACA) and the expansion of Oregon's Medicaid program, discharge planning is shifting to local control. All Medicaid providers are joined in Coordinated Care Organizations (CCOs) covering specific geographic areas. The CCOs integrate physical, mental and dental health services. The ACA Medicaid expansion has been structured to align the financial incentives with clinical outcomes/housing status of patients. This has begun to persuade hospital systems and health care providers to plan and act outside their silo, to begin discussions with CoCs about effective coordination, resource sharing, and homeless services provision.

Mental Health: The Discharge Policy in place for persons being discharged from a mental health facility is ensured by Clackamas County Behavioral Health Department (CCBH). As part of Health Share, the area's Medicaid Coordinated Care Organization, CCBH has both financial and clinical incentives to ensure that no county residents are discharged from a psychiatric hospital without housing and services. In addition, Oregon is under an U. S. Dept. of Justice 4 year plan to provide better community outcomes for people with mental illness. Specific mandates are subcontracted by the State to CCBH. The local Discharge Policy, which is monitored and enforced by the State, requires all adults leaving a psychiatric hospital be housed consistent with their level of care needs and personal wishes.

Corrections: The purposeful effort to structure successful community re-entry for inmates is a local mandate spearheaded by the Clackamas County Sheriff's Office (CCSO). The Transition Center is an all-in-one location providing services to people leaving jail or prison. Transition Center services include assistance in: housing, employment, mentors, mental health, mainstream benefits enrollment, education, parenting and addiction treatment assessment and referral. Because community safety is its #1 priority, CCSO promotes post-discharge services with housing to reduce recidivism. Likewise, the Clackamas County Behavioral Health (CCBH) is a provider in the local Medicaid program, Health Share.

CCBH understands that successful re-entry will reduce incidence and cost of ER visits and hospitalization.

Discussion

Our Jurisdiction receives no HOPWA funding. Our jurisdiction works with Cascade Aids Project (CAP) a service agency which provides housing and services for persons that are HIV positive in our three-county area that is referred to as the Portland Metro Area.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

A three-county Metro Housing Bond information here:

Housing Authority

Housing

2019 The Affordable Housing and Homelessness Policy Task Force was an advisory body appointed to research, recommend and support new policies and strategies on increasing housing affordability and alleviating homelessness in Clackamas County. The Task Force gathered information and made specific near-term recommendations on regulatory changes and mechanisms that would foster the maintenance and development of affordable housing for all income levels, including those who are homeless.

The Task Force was comprised of representatives from the public, private and non-profit sectors, with business and development expertise, knowledge of providing affordable housing, and lived experience with housing affordability. Members were selected and recruited by Clackamas County.

Overarching Principles Identified:

1. Recognizing the historic and current housing disparities, the Task Force created its own Equity Lens with a goal to turn intentions into actions and strive to right historical wrongs in our society
2. The Task Force also encourages housing placement and retention funding be delivered via culturally specific providers in Clackamas County to further ensure more equitable outcomes.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

2019 Task Force Final Report and Priority Recommendations The final report consists of 19 recommendations divided into five categories:

1. Shelter off the streets and services for the currently unsheltered
2. Planning, zoning and development
3. Housing services for those experiencing homelessness or at-risk of being homeless
4. Tenant protections
5. Funding

The Task Force realized that the County does not have all the resources required to implement the full

set of recommendations and understood that they may need to be implemented in phases. In their final meeting, on November 20th, the Task Force, with help from County staff, worked together to identify which recommendations were of the highest priority to the Task Force.

Priority Recommendations:

1. Adopt a Construction Excise Tax of 1% on residential and commercial construction to fund housing affordability and services. o A Construction Excise Tax (CET) provides one of the few ways to address housing affordability and homelessness without impacting current services or requiring additional borrowing. The Task Force recommends that the County adopt a CET of 1% on residential construction and of 1% on commercial construction. Based on historic trends, together these fees should yield around \$2 million per year.
2. Identify and create additional capacity for Shelter off the Streets (SOS) and mobile programs for those that remain unsheltered.
3. Create flexible short-term funding aligned with case management services to address both housing retention and housing placement services
4. Prioritize wrap-around case management services and priority access to affordable housing for people with disabilities experiencing long term chronic homelessness.
5. (Planning and Zoning) Include housing affordability packages in upcoming annual planning work programs to include consideration of the elements listed in the attached final report.
2. As mention in AP-60 Public Housing the Clackamas County has formed a Housing Advisory Board to provide affordable housing policy guidance to the Housing Authority and the Board of County Commissioners. The Housing Advisory Board (HAB) is an eight member body that convenes once each month to discuss topics and issues pertaining to the development, preservation and promotion of affordable housing of all types in Clackamas County.
3. Currently, Board of County Commissioners has developed a Housing Leadership Committee (HLC). The HLC will be a high level task force that will make recommendations to the BCC on policies, tool kit opportunities (Construction Excise Tax, Inclusionary Zoning, etc.) and funding sources to encourage affordable housing solutions in Clackamas County. The Housing Advisory Board (HAB) will re-focus on the Housing Authority efforts to redevelop land and improvements in public housing and the Housing Choice Voucher program.
4. In Clackamas County, many of the existing patterns of sprawl, decentralization and homogenous housing developments resulted from commuter demand for housing. Homogeneity, whether exclusively single family or multifamily, can result in limited housing choice suitable to needs and incomes of County residents. Undefined or subjective design standards can also make it difficult to meet affordable housing needs within built-out

communities.

5. Access to affordable and adequate housing for households with lowest incomes has been restricted over the years. Since 2000, median renter income in the U.S. has fallen relative to contract rents. Utility costs have been increasing, as has the price of commuting to work. Quality of housing, particularly at the lowest rent levels, is at risk if property owners do not have assets to maintain units. The result is that lowest income tenants, in addition to the burden of finding housing at all, may be forced to live in unsuitable or unsafe housing.
6. A range of suitable housing choices should ideally be available to fit the entire range of household incomes, providing choices for all residents, including those who work in the community.
7. Households with extremely low incomes, especially those needing support services, find very few options. The Clackamas County 2017-2021 Comprehensive Plan, recognizes the goal of providing a variety of housing types and densities to meet the needs of County residents.

Discussion:

No additional information.

AP-85 Other Actions – 91.220(k)

Introduction:

Clackamas County Housing and Community Development Division (HCD) proposed the following actions in program year 2020 that address obstacles to meeting underserved needs, foster and maintain affordable housing, develop institutional structure, encourage public housing residents to become more involved in management and encourage public housing residents to attain home ownership. HCD continues to request proposals from housing development organizations for the development and preservation of multi-family affordable rental housing projects that serve lower income households. Funding available to support these activities included: HOME funds, Housing Choice Vouchers and Public Housing Replacement Funds.

In FY2020 potential special needs housing projects include: Multiple multi-family housing projects with locations yet to be determined.

Actions planned to address obstacles to meeting underserved needs

Clackamas County CDD will address obstacles to meeting underserved needs in FY2020 through these activities:

1. Leverage available program funds by requiring sponsor contributions.
2. Seek additional funding from public and private sources to finance program activities.
3. Continue a program to assist renters and homeowners who need safety and accessibility adaptations in order to remain in their own homes.
4. Investigate the development and implementation of an inspection program to enforce habitability standards in multi-family housing projects.
5. Promote and assist the development of additional transitional housing which will be available to low- and very low-income individuals and families.
6. Promote and assist the development of affordable housing which will be available to very low, low-,

and moderate-income individuals and families.

7. Increase capacity to assist Homeless Families with Children.

8. Maintain a set of program policies to create a 15 percent set-aside in all new affordable housing developments specifically to assist the targeted special need populations.

9. Promote the use of Section 8 Project Based Vouchers into the development of any new affordable housing project.

Actions planned to foster and maintain affordable housing

HOME funds will be used primarily to develop affordable housing units for rental by low-income individuals and families. HOME funds will also be used to assist Community Housing Development Organizations (CHDOs) with grants for operating costs allowed by 24 CFR 92.208. CDD ensures that HOME-assisted rental housing remains affordable by monitoring projects during the period of affordability for compliance with the HOME regulations at 24 CFR Part 92.

Clackamas County ensures the long-term affordability of HOME-assisted homebuyer properties during the period of affordability by monitoring to verify that the home remains owner-occupied. Monitoring activities include both desk and on-site monitoring.

Actions planned to reduce lead-based paint hazards

Clackamas County contracts with a professional firm to provide lead hazard evaluation services at no cost to the owners and buyers participating in its housing rehabilitation and homebuyer programs. When such hazards are discovered, they are addressed in a manner consistent with procedures approved by HUD, the State Health Division and the Department of Environmental Quality. However, the County does not anticipate using HOME funds for its housing rehabilitation and homebuyer programs in the next year. The HOME-funded project will be new construction and will not involve lead-paint hazards.

Actions planned to reduce the number of poverty-level families

The Community Development Division (CDD) coordinates efforts with the Social Services Division (SSD)

to reduce the number of households below the poverty line. SSDs activities include:

1. Participation in and staffing of the Continuum of Care in Clackamas County as well as the Continuum of Care Steering Committee (Governing Board) and the Homeless Policy Council.
2. Coordination and maintenance of liaison relationships with McKinney Vento funded homeless liaisons that support the educational success of homeless children. These include each of the School Districts in the county, all Clackamas Educational Service District offices, and the State of Oregon Department of Higher Education.
3. Contracting with a community based organization for a Homeless Student Success Project that enhances the capacity of the homeless liaison at the highest poverty school district in Clackamas County.
4. Participation as one of the four lead agencies on the regional steering committee for the Rent Well tenant education program.
5. Participation in the operations of the Janssen Transitional Housing Project (JTHP). SSD currently provides case management for the families living at Janssen. This HUD funded project, sponsored by the Housing Authority of Clackamas County, has been in operation for more than 20 years. JTHP provides seven (7) transitional housing units, intensive and comprehensive case management, flexible assistance to support residents increasing their income and housing stability, and other supportive services for homeless families with children.
6. Maintain the Housing Rights and Resources Program which responds to the general public regarding emergency housing, housing discrimination, landlord-tenant concerns, low-cost housing, rent assistance and a variety of other housing-related issues.
7. Maintain a contractual relationship with Legal Aid Services of Oregon and the Fair Housing Council of Oregon to support the delivery of Fair Housing services to Clackamas County residents. This contractual relationship hastens service delivery for people experiencing potential discrimination and/or fair housing violations.

Actions planned to develop institutional structure

The Community Development Division (CDD) coordinates efforts with the Social Services Division (SSD) to develop institutional structure to strengthen the services system in Clackamas County.

SSD and CDD worked together with Continuum of Care partners to develop and implement a county

wide Coordinated Housing Access system. This system provides centralized access, eligibility screening and prioritization, using HUD guidelines, to all HUD funded homeless services and housing programs within the County. Three non-HUD funded homeless housing programs also elected to join the new coordinated system.

SSDs activities include: - Operation of the State of Oregon Housing and Community Services Low Income Rental Housing Fund (LIRHF). LIRHF provides time-limited rental payment assistance to caseload-managed clients of SSD.

- Administration of State Homeless Assistance Program (SHAP) funds sub-granted to the Annie Ross House family shelter and Clackamas Women's Services domestic violence shelter.

- Initial screening and intake for families wanting to enter the Annie Ross House shelter and two interfaith hospitality shelter networks (SON and LOTSM).

- Administration of the federal Emergency Food and Shelter Program (EFSP) and contracts with local shelters to provide night of shelter to homeless persons.

- Local administration of the state Emergency Housing Account (EHA). These funds support case management to families accessing the two interfaith hospitality network shelters. EHA funds are also used to support shelter bed nights at Clackamas Womens Service's, Annie Ross House, and the Inn Home emergency shelters.

- Operation of a locally funded Bridges to Housing program that provides high needs homeless families a longer term housing subsidy and intensive, comprehensive case management that focus on permanent housing stability and increasing income.

- Operation of the Rent Well tenant education program, providing year-round, ongoing tenant education in Spanish and English as well as case management to help homeless families with barriers to housing placement locate and access permanent housing units.

- Operation of the Jackson Transitional program for adults who are homeless.

- Operation of the HSP program for families who are homeless or at imminent risk of homelessness needing short term rental assistance and supportive services in order to stabilize.

- Severe Weather Warming Centers at three sites, providing a total of 99 low barrier shelter beds for homeless persons on cold winter nights. These sites provide important linkages for the community

efforts to identify and re-house chronically homeless persons.

Actions planned to enhance coordination between public and private housing and social service agencies

The Community Development Division (CDD) coordinates activities between public housing (HACC) and assisted housing agencies through funding and reporting outcomes to state and federal agencies. The HOME program provides vital funding to private assisted housing providers that also apply for state tax credit funding. HOME funding is one of few sources of funds for affordable housing units in our rural urban county. Housing Rights and Resources program is an H3S program in the Social Services Division (SSD) that provided housing referral and information services on all available housing services. H3S, CDD, SSD and HACC will coordinate on the following action items:

1. Coordinate with the County Community Health Centers and Social Services Divisions to maximize utilization of resources available to meet the needs of the homeless and persons with mental illness who need housing services.
2. Maintain the SSD partnership with the State of Oregon Department of Human Services to operate the Housing Stabilization Program in the county. Now in its seventh year, the program serves families with children for up to 12 months. CCSS provides families intensive case management services with a goal of locating and maintaining safe, stable and affordable housing.
3. Maintain the partnership with SSD, Clackamas Women's Services, and Northwest Housing Alternatives to administer and operate the Homeless Prevention and Rapid Re-Housing Program. The program includes 3 elements: Rent Subsidy Program designed to provide short term (3 months) and medium term (up to 6 months) of rent subsidies to low- and moderate-income renters. A Rapid Re-Housing Program designed to provide housing placement, short-term rental assistance, case management and other support services to families with dependent children who have been living in emergency shelters or on the streets for at least seven days. Counseling and Housing Stabilization Services including case management, outreach, housing search and placement, legal services, and Credit Repair.
4. Maintain the SSD partnership with HACC and Mental Health to operate the HUD funded Shelter-Plus-Care Program. Shelter Plus Care provides rent assistance to case managed clients of Social Services and Mental Health who are homeless.
5. Coordinate with SSD and Northwest Housing Alternative to ensure the continued success of the HomeBase Program homeless prevention and rapid rehousing services. This coordination will include sharing of information concerning case management best practices, and consistent and accurate data

entry into the Homeless Management Information System.

Discussion:

Clackamas County Community Development Division (CDD) works in conjunction with the Housing Authority of Clackamas County, the Social Services Division, the Behavioral Health Division, Community Health Centers and community non-profit housing providers and private non-profit social services providers to address obstacles to meeting underserved needs, foster and maintain affordable housing, develop institutional structure, encourage public housing residents to become more involved in management and encourage public housing residents to attain home ownership.

In 2020 CDD is funding several affordable housing projects, an employment training program, a fair housing rights and information program, homeless prevention and rapid rehousing services, and a youth mentoring program for youth in public housing.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	478,879
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	478,879

Other CDBG Requirements

1. The amount of urgent need activities	1
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.00%

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

Annual Action Plan 75
2020

as follows:

The County does not anticipate offering any other forms of investment of HOME funds beyond those described in 24 CFR 92.205(b) in the 2020 program year.

The County will ensure that matching contributions from non-federal sources are made to housing that qualifies as affordable housing under the HOME program in 2020-2021. Matching funds will be in amount not less than 25 percent of the funds required to be matched per 24 CFR 92.218. We anticipate that eligible match will come primarily from non-federal cash contributions such as the State Housing Trust Fund, the value of foregone local fees or taxes and the value of donated voluntary labor and professional services.

HOME Project-Related Soft Costs

When HOME funds are allocated to an affordable housing project (as opposed to TBRA or CHDO operating), Clackamas County will have the option of charging reasonable and necessary staff and overhead support to the project as project-related soft costs. These may include:

- Processing of applications for HOME funds
- Appraisals required by HOME regulations
- Preparation of work write-ups, specifications, and cost estimates or review of these items if an owner has had them independently prepared
- Project underwriting
- Construction inspections and oversight
- Project documentation preparation
- Costs associated with a project-specific environmental review
- Relocation and associated costs
- Costs to provide information services such as affirmative marketing and fair housing information to prospective tenants
- Staff and overhead costs related any of the above actions

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The Clackamas Homebuyer Assistance Program (CHAP) HAS FUNDED low-income first time homebuyers with downpayment and reasonable closing costs. In accordance with 24 CFR

92.254(a)(4), the period of affordability is five years. This program has been postponed indefinitely.

Should the CHAP property be voluntarily or involuntarily sold or title transferred, or should the owner no longer use the property as the primary residence, the entire amount of HOME funds invested in the project shall become immediately due and payable to the County. However, if the sale of the property occurs during the five-year period of affordability, and there are no net proceeds from the sale of the property, or the net proceeds are insufficient to repay the entire HOME investment due, the amount of HOME funds recaptured will be based on the net proceeds available from the sale, if any. The net proceeds are defined as the remainder of the final sale price of the property minus any superior non-HOME loan repayment and closing costs. *24 CFR §92.254(a)(5)*

During the five-year period of affordability, the County may permit a subsequent low-income purchaser of a CHAP property to assume the existing CHAP loan and HOME recapture obligation entered into by the original buyer when, a) no additional HOME assistance is provided to the subsequent homebuyer, and, b) the subsequent low-income homebuyer meets all of the eligibility requirements of the CHAP. In cases in which the subsequent homebuyer needs (and qualifies for) HOME assistance in excess of the balance of the original CHAP loan, the HOME subsidy to the original homebuyer must be recaptured. A separate CHAP loan shall be provided to the new homebuyer, and a new HOME affordability period shall be established based on that assistance to the buyer. *24 CFR §92.254(a)(5)(ii)*

More information is available at <http://www.clackamas.us/communitydevelopment/chap.html>.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Clackamas County intends to use the HOME affordable homeownership limits for the area provided by HUD. The County further ensures the long-term affordability of HOME-assisted homebuyer properties by enforcing resale and recapture provisions and by monitoring to verify that the home remains owner-occupied during the period of affordability. More information is available at <http://www.clackamas.us/communitydevelopment/chap.html>.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The County does not anticipate using HOME funds to refinance existing debt secured by multifamily

housing that is rehabilitated with HOME funds in the 2017 program year.

**Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (may include as attachment)

Clackamas County has had several meetings with ESG providers and members of the CoC to develop CoC and ESG policies and performance standards. ESG policies have been developed in consultation with both ESG and CoC providers starting in January 2014 and on an ongoing basis. CDD staff consulted with CoC Steering Committee members on February 9, 2017 to discuss using ESG funds for Rapid Rehousing in 2017.

HCD staff consulted with CoC Homeless Council members on February 22, 2017 to discuss using ESG funds for Rapid Rehousing in 2017. CoC members and CoC Steering Committee is considering adding an equity performance measure in 2017.

HCD staff have attended CoC meetings for the last few years to discuss using ESG funds for HMIS ESG and CoC data collection efforts. CoC members have been aware and informed on the ESG program changes and funding. CoC members continue to be involved in developing performance measurement standards and priorities for both CoC and ESG funding.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

A CoC working group of providers met in 2013 to implement coordinated assessment process. The result was a tool designed and agreed on by all affected programs with the intention of obtaining the most relevant information to make an appropriate referral. The Coordinated Housing Access (CHA) was launched on January 1, 2015 using a telephone call-in system and the HMIS system. CoC agencies and providers are reviewing processes to improve and streamline the intake process. The planning process involved identifying resources in our region and how resources are accessed by homeless persons and families. The system will cover the entire geographic region using a "hub" system as much as possible, though large portions of the county are rural and sparsely populated. The system will be easily accessed, primarily through our Housing Rights and Resources line, a one-stop number for housing information. This number is made available through 2-1-1, the county's website, flyers and referring agencies.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

Currently ESG funds are allocated to 2 nonprofit providers and the County as the HMIS administrator. The process for making sub-awards was to advertise the availability of ESG shelter funding as part of a 2019 Shelter Notice of Funding Availability with the Social Services Division to include state shelter funding. 2 shelters were awarded ESG shelter operations funding for the 2020-2021 and 2021-2022 program years.

A Rapid Rehousing and Homeless prevention program will also be funded in FY2020. At this time a provider has not been selected. The contracts will be renewed annually at level funding. ESG and CoC providers are engaged in homeless services planning and ESG allocations. In FY2020 we anticipate that the ESG funding level will be decreased by 5% each year, the HMIS project will be decreased or increased based on the anticipated funding levels.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The CoC has two formerly homeless person on the CoC Steering Committee governing board.

5. Describe performance standards for evaluating ESG.

ESG providers are evaluated using the CoC national performance measurements standards. Agencies that provide only emergency shelter services are evaluated by examining one measure of success: What percentage of persons leaving shelter are going to permanent housing?

The ESG program has not yet set a minimum percentage for shelters to meet. After another year of collecting data the ESG program staff and the CoC Steering Committee will meet to review the results and set a minimum standard. Since each shelter is population the specific performance can vary greatly.

In 2020 the ESG program will continue funding Rapid Rehousing and or Homeless prevention activities that were funded for the first time in 2014.

ESG program staff are working closely with the Continuum of Care for homeless programs to coordinate efforts, implement a coordinated assessment process, establish CoC and ESG program policies and to establish performance measures.

For the 2020 Action Plan, CDD staff presented and discussed recommended funding for CDBG and ESG projects with CoC members on February 26, 2020. CDD staff discussed ESG and CoC funding allocations, performance standards, outcomes, policies and procedures as well as the annual consultation process which occurs in March of every year. CoC members were invited to submit testimony on the funding levels and projects in the 2020 Action Plan at the April 9th public hearing.

Draft Funding Recommendations
for the
2020-2021 Community Development Block Grant Program
and the
2020-2021 HOME and Emergency Shelter Grant Programs

Community Development Block Grant

City Projects	2020	2021
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Canby

- | | | |
|--|------------------|--|
| <p>1. ADA Ramp and Sidewalk Improvements
 ADA ramp and sidewalk improvements within Canby, north and south of Hwy. 99E and other areas as needed.</p> | <p>\$120,000</p> | |
|--|------------------|--|

Estacada

- | | | |
|---|--|------------------|
| <p>2. Estacada Economic Development CLT Gap Financing
 Funding for the City of Estacada to assist Sauter in the creation of four jobs benefiting the Estacada community. The specialized wood processing plant will be a state of the art facility can compete globally and locally.</p> | | <p>\$120,000</p> |
|---|--|------------------|

- | | | |
|---|------------------|--|
| <p>3. ADA Main Street and NE 6th Street Crossing
 Improvement at the intersection of Main & NE 6th Ave to reduce the crossing distance for pedestrians and improve visibility of pedestrians for drivers. Adding an ADA accessible crosswalk across NE 6th.</p> | <p>\$110,000</p> | |
|---|------------------|--|

Sandy

- | | | |
|--|--|-----------------|
| <p>4. Sandy ADA Improvements at City Hall
 Removal of architectural barriers to the primary ingress and egress points of Sandy City Hall by installing power-assisted doors to entrance of the building</p> | | <p>\$28,800</p> |
|--|--|-----------------|

Gladstone

- | | | |
|---|--|------------------|
| <p>5. ADA Ramp Work city wide
 Installation or reconstruction of approximately 10 curb ramps to meet current ADA guidelines and improve accessibility and safety for Gladstone residents, particularly the elderly and disabled.</p> | | <p>\$100,000</p> |
|---|--|------------------|

West Linn

- 6. Willamette Falls Cultural Center ADA Improvements** \$75,000
ADA improvements at the 1936 former West Linn City Hall building to serve as a regional Multi-Cultural Center dedicated to Arts, Heritage and Culture.

**Community Development Block Grant
Countywide**

	2020	2021
7. HeadStart Building Improvements HeadStart preschool for low-income students building and property improvements in Estacada.		\$150,000
8. Weatherization Mobile/Manufactured home roofing project Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County.	\$75,000	\$75,000
9. 2020 2021 Housing Rehabilitation Program Housing Rehabilitation Programs provide needed home-repair low interest loans and grants to low income households throughout Clackamas County.	\$536,606	\$488,506
10. Sandy New County Health Clinic Funding to complete a new clinic in Sandy that will provide dental, health and counseling services to low and moderate income individuals and families in the greater Sandy area.	\$350,000	
11. Security Enhancements for The Village Emergency Shelter Clackamas Womens Services homeless shelter Security gate installation and other safety improvements.	\$ 17,100	
12. Estacada Community Center HVAC Project Replace 6 aged all-in-one Heat Pumps located on roof of Estacada Community Center		\$66,400
13. Jannsen Road Permanent Supportive Housing Interior & Exterior rehabilitation of Jannsen Road Apartments, a 9 unit permanent supportive housing project for low-income families.		\$265,000
14. Love INC. Facility For Homeless Services Funding to build a centralized hub to increase accessibility and effectiveness of resources and support for an increasing number of low income households in Clackamas County.	\$450,000	

15. Molalla Adult Center HVAC Upgrades Molalla Adult Community Center upgrades will provide regulated temperatures and efficiency to a Center that serves as a registered Warming Center and Cooling Center in Clackamas County.	\$100,000	
16. WeBUILT 2 Property Purchase in Clackamas Purchase property adjacent to current project to build 8 larger living units for disabled persons with job development activities matching veteran mentors to disabled persons desiring work.		\$245,000
17. Optional Emergency Assistance Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency.	\$20,000	\$25,000

Community Development Block Grant

PUBLIC SERVICES

2020

2021

18. Clackamas County Employment Investment Program The Clackamas County Employment Investment Program (CCEIP) assists low-income Clackamas County residents with significant barriers to employment on their path to self-sufficiency.	\$50,000	\$40,000
19. Clackamas County Housing Rights and Resources Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council to promote fair housing & furthers housing opportunity for all.	\$125,000	\$125,000
20. CWS Children's Programming for Victims of DV and Child Abuse Mobile advocacy and safety planning for children and families in rural and marginalized communities.	\$15,000	\$15,000
21. NHA Annie Ross House Shelter Operating funds for Northwest Housing Alternatives' Annie Ross House, an emergency shelter for families with children experiencing homelessness.	\$50,000	\$50,000

ADMINISTRATION and PLANNING

22. Grant Administration and Planning CDBG grant administration, planning, monitoring and reporting.	\$450,000	\$450,000
23. Clackamas County Point in Time Count Planning, data collection, reporting and evaluation for 2021 and 2023 homeless counts. Special efforts to reach underserved populations, veterans, unaccompanied youth & rural homeless.	\$15,000	\$15,000

CDBG GRANT SUB-TOTAL \$2,558,706 \$2,258,706

***Note: 2020 amount includes \$300,000 of CDBG funds carried forward from prior year**

**HOME Investment Partnerships Act
Countywide**

	2020	2021
24. Tenant Based Rental Assistance Program TBRA Program will assist individual households who are homeless or at risk of becoming homeless. Maximum assistance is 24 months and may be used for rent, utility costs, security deposits, and/or utility deposits.	\$100,000	\$100,000
25. HOME Multifamily Housing Project Multifamily Housing Project to be determined	\$2,114,540	\$814,540
26. Community Housing Development Organization (CHDO) HOME funds for CHDO Operating Funds	\$26,000	\$26,000

ADMINISTRATION

27. HOME Grant Administration Grant administration, contracts, annual project monitoring and reporting to HUD.	\$104,504	\$104,504
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HOME Grant Sub-Total \$2,345,044 \$1,045,044

***Note: 2020 amount includes \$1,300,000 of HOME funds carried forward from prior years**

**Emergency Solutions Grant
Unincorporated/Countywide Projects**

2020

2021

28. CWS Emergency Shelter for Domestic Violence Survivors Funding to continue the operation of emergency shelter services for homeless households fleeing domestic and/or sexual violence. Services include shelter, case management, housing referrals, mental health counseling and nutrition.	\$41,254	\$41,254
29. NHA Annie Ross House Emergency Homeless Shelter ESG funding to support Annie Ross House Emergency Shelter operations that serves families with children who are currently experiencing homelessness.	\$58,746	\$58,746
30. ESG Rapid Rehousing Housing stabilizations services to individuals and families with eviction notices including case management and financial assistance to prevent homelessness.	\$25,000	\$25,000

ADMINISTRATION and PLANNING

31. ESG Grant Administration Emergency Solutions Grant (ESG) grant administration, contract monitoring and reporting	\$14,050	\$14,050
32. Emergency Solutions Grant HMIS Funding for ESG Homeless Management Information System to maintain data quality, measure performance, user licensing/training and reporting to HUD.	\$48,303	\$48,303

ESG Grant Sub-Total \$187,353 \$187,353

Next page – Continuum of Care

**Continuum of Care
Unincorporated/Countywide Projects**

2020

2021

33. Continuum of Care (CoC) Planning	\$70,591	\$70,591
CoC funding to coordinate and coordinate the homeless count efforts across the county and submit annual funding applications for over \$2 million of HUD Continuum of Care (CoC) funding for county agencies and non-profit providers of services and housing to homeless persons in Clackamas County.		
34. CoC HMIS	\$70,862	\$70,862
CoC funding to operate the Homeless Management Information System (HMIS), train users, collect data, validate data and report data to HUD.		
35. Youth Homelessness Demonstration Project Planning	\$53,298	
Planning, community coordination and outreach to Secure grants to prevent and end youth homelessness		

CoC Grant Sub-Total \$ 194,751 \$ 141,453

All Grants (CDBG, HOME, ESG and CoC) Grand Total \$5,285,854 \$3,632,556

April 9, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Agreement #9683 to a Provider Participation Agreement
with CareOregon for Behavioral Healthcare Services.

Purpose/Outcomes	Provides Clackamas Health Centers (CHC) participation into a network of providers for Behavioral Healthcare services to patients.
Dollar Amount and Fiscal Impact	This is a no maximum agreement. No County General Funds are involved. No matching funds required. Fees for services.
Funding Source	CareOregon – Coordinated Care Organization (CCO) through the Oreogn Health Plan (OHP)
Duration	Effective January 1, 2020 and is a no expiration agreement.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on March 9, 2020.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	9683

BACKGROUND:

Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval of Agreement #9683 to a Provider Participation Agreement with CareOregon for the purpose of providing Behavioral Healthcare services.

CareOreogn is a Coordinated Care Organization (CCO) who is coordinating a network of providers in the area that provides healthcare services. CareOregon and CHC desire to enter into this Provider Participation Agreement under which CHC will provide Behavioral Healthcare services to Oregon Health Plan (OHP) patients enrolled in Health Benefits Plans. OHP patients will be treated by a CHC Provider for healthcare services for reimbursement by OHP.!

This is a retroactive agreement due to ongoing negotiations between County Counsel and CareOreron. A clean copy of the contract was received on March 9, 2020. The Agreement is effective January 1, 2020 and will continue with no expiration.

RECOMMENDATION:

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

Respectfully submitted,

 , H3S Deputy / FOR

Richard Swift, Director
Health, Housing, and Human Services

CAREOREGON

PROVIDER PARTICIPATION AGREEMENT

This Organizational Provider Participation Agreement (“Agreement”) is made and entered into as of January 1, 2020 (“Effective Date”), by and between CareOregon, an Oregon nonprofit corporation (“CareOregon”), and Clackamas County, by and through its Health Centers Division (“Provider”).

RECITALS

A. CareOregon is a nonprofit organization that operates as a coordinated care organization as such term is defined under Oregon law (“CCO”), and as such, CareOregon coordinates health care coverage for enrollees of the Oregon Health Plan (“OHP”) or otherwise;

B. As a CCO, CareOregon desires to provide Members with a broad network of high quality, efficient and convenient health care facilities, professionals, and other provider types from which Members may receive covered services;

C. Provider desires to provide covered services to CareOregon Members; and

D. CareOregon desires, in support of developing a network, to contract with Provider to become a participating provider in CareOregon’s network; and Provider wishes to so participate in CareOregon’s network and to fully cooperate with CareOregon and other CareOregon providers in supporting CareOregon’s goals, all in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants and promises contained herein, CareOregon and Provider agree as follows:

ARTICLE I DEFINITIONS

“**Contracted Services**” has the meaning given to that term in Section 2.1.

“**Covered Service**” means health care services and supplies that are Medically Necessary and for which benefits are available under a Member’s Plan.

“**Medically Necessary**” means services and medical supplies required for prevention, diagnosis or treatment of a health condition that encompasses physical or mental conditions, or injuries and are (a) consistent with the symptoms of a health condition or treatment of a health condition; (b) appropriate with regard to standards of good medical practice and generally recognized by the relevant scientific community and professional standards of care as effective; (c) not solely for the convenience of a Member or a provider of the service or medical supplies, and; (d) the most cost effective of the alternative levels of medical services or medical supplies that can be safely provided to a Member.

“Member” means a person who is enrolled in a Plan with CareOregon, generally identifiable through a CareOregon identification card issued to the person, and who is eligible to receive Covered Services.

“PHI” has the meaning given to that term in Section 2.1.

“Plan” means the contract or arrangement that has been established with CareOregon, including contracts or arrangements established by federal and state governmental programs, that entitles Members to receive specific Covered Services through CareOregon.

“Provider Manual” means a separate reference source developed by CareOregon that contains written policies and procedures and other information that Provider will need to know to perform its obligations under this Agreement. The manual may include, but is not limited to, information pertaining to payment, reimbursement, credentialing, medical policy, utilization management, quality improvement, fraud and abuse, health benefit plan standards, service authorization requests, member rights, third-party recovery, evidence-based clinical practice guidelines, privacy, security, care integration and coordination activities, audit rights of CareOregon and Plan Partners, overpayment recoveries, and such other matters determined from time to time by CareOregon and Plan Partners.

“Practitioners” has the meaning given to that term in Section 2.3.

“Provider Qualifications” has the meaning given to that term in Section 2.9.

“Records” has the meaning given to that term in Section 2.13.

“Plan Partner” means the individual entities that have entered into an Agreement with CareOregon in exchange for a per member per-month payment described in the same agreement. The entities defined as Plan Partners, which may change from time-to-time, are listed in Exhibit A. CareOregonMembers will be assigned to a particular Plan Partner.

ARTICLE II OBLIGATIONS AND REPRESENTATIONS OF PROVIDER

2.1 Administration of Agreement. County agrees to perform its duties and obligations under this Agreement in coordination and collaboration with CareOregon and CareOregon Partners, and in accordance with the terms and conditions of this Agreement, and CareOregon policies and procedures as referenced in the Provider Manual and set forth in Exhibit G to this Agreement, as the same may be updated, amended, modified or supplemented from time to time, and provided further that: (i) if there are any conflicts between this Agreement and the policies and procedures, this Agreement shall control; and (ii) the policies and procedures are applicable only to the extent applicable to the Services provided by County hereunder. An amendment to the Agreement to this Agreement shall be required before CareOregon call obligate County to the terms and conditions of any policies and procedures not then-listed in Exhibit G.

2.2 Covered Services. Provider will accept Members as patients and provide to Members the Covered Services listed in the attached and incorporated herein Covered Services and Compensation Addendum(s) of this Agreement that are Medically Necessary (the “Contracted

Services”). Provider will provide those Contracted Services to Members in an amount, duration and scope that is not less than the amount, duration and scope for the same services provided by Provider to other individuals who receive services equivalent to those Contracted Services at locations approved by CareOregon. Provider will ensure that Contracted Services rendered by Provider: (i) are within the scope of, and in accord with, the Provider’s and Practitioner’s license and certifications, (ii) are within the scope of privileges granted by CareOregon or the applicable Plan Partner, and (iii) meet the community professional standards relevant to the services provided. Provider acknowledges that the rights of Members to receive particular services is governed by the terms of the relevant Plan covering the Members.

2.3 Plan Partner Access to Provider Services. Provider acknowledges and agrees that under the requirements of this Agreement, Provider will provide Contracted Services on behalf of either CareOregon or the applicable Plan Partner to which a Member is assigned. Provider will cooperate in good faith with CareOregon and each Plan Partner in providing the Contracted Services to Members under this Agreement.

2.4 Practitioners. Provider will ensure that all of Provider’s employed and contracted professionals who provide Contracted Services to Members (the “Practitioners”): (i) comply with all of the terms and conditions of this Agreement (unless the context requires otherwise), (ii) are credentialed by Provider prior to providing services to Members and meet CareOregon’s credentialing and recredentialing requirements, and (iii) comply with all requests for information from CareOregon related to Practitioners’ qualifications. Provider will not bill for or be entitled to receive any compensation for providing any services that are inconsistent with the privileges granted to a particular Practitioner. Provider will be solely responsible for payment of all wages, salary, compensation, payroll and withholding taxes, unemployment insurance, workers’ compensation coverage and all other compensation, insurance and benefits with respect to Practitioners.

2.5 Hours of Operation. Provider will arrange for provision of Contracted Services during normal office hours that are not less than the hours of operation offered to Provider’s other patients.

2.6 Care Integration and Coordination. Provider will support CareOregon and Plan Partner in the implementation of care integration and coordination activities to develop, support and promote CareOregon’s and Plan Partner’s efforts to integrate and coordinate care among providers to create a continuum of care that integrates mental health, addiction treatment, dental health, physical health and community-based interventions seamlessly and holistically. Provider will also participate with CareOregon and Plan Partner in the implementation of evidence based clinical practice guidelines. Provider will consult with and comply with the Provider Manual related to the referral of Members to other providers for services as outlined in the Access, Transfers and Care Integration and Coordination Sections of the Provider Manual.

2.7 Equipment and Supplies. At Provider’s own cost and expense, Provider will supply the required personnel, equipment, instruments and supplies required to perform the Covered Services. Provider will ensure that all medical equipment used by Provider in rendering Covered Services: (i) meets the community standards as the appropriate equipment to be used for the services provided, (ii) is in good working order, (iii) is maintained in accord with the equipment manufacturer’s schedule for service and maintenance, and (iv) is utilized or operated only by individuals or technicians with appropriate training and qualifications to operate such equipment. Provider will not bill for or be

entitled to receive any compensation for providing any services if the Provider's use of the equipment does not meet the requirements of this Section 2.7.

2.8 Reporting Responsibilities. Provider agrees to promptly provide any reports, information, or documents reasonably requested by CareOregon or Plan Partner in the form and format requested by CareOregon or Plan Partner. Such reports may include without limitation, reports regarding access, capacity to serve Members, utilization, performance measures, quality metrics, Member satisfaction, coordination, expenses and savings. Provider represents and warrants that any reports and data provided pursuant to this Section 2.8 shall be accurate and complete.

2.9 Qualifications. At all times during the term of this Agreement, Provider shall meet each of the following qualifications ("**Provider Qualifications**") and ensure that all Practitioners meet those qualifications:

2.9.1 Has and maintains in good standing all required or appropriate state and federal licenses, permits, registrations, certifications, approvals and authorizations to provide Covered Services under this Agreement consistent with state licensure requirements, Medicaid certification and other professional qualifications. Provider shall furnish evidence of the same to CareOregon on request;

2.9.2 Has never been (unless appropriately reinstated), and is not currently, suspended, debarred, or excluded from any federal or state funded health care program or from participating in any government procurement or non-procurement contract;

2.9.3 Provider shall comply with CareOregon's credentialing or recredentialing criteria then in effect. Provider shall promptly provide information required by CareOregon to conduct credentialing or recredentialing.

2.9.4 Provider will, if applicable, ensure that each Practitioner: (i) meets all requirements for, obtain, and maintain a medical staff appointment and appropriate clinical privileges at a hospital affiliated with CareOregon in accordance with such hospital's medical staff bylaws, if applicable; and (ii) complies with such hospital's credentialing policies and procedures and provides all credentials and other necessary information and documents required thereunder to CareOregon or its designated agent upon request.

2.9.5 If compliance with any provision of this Agreement would result in the Provider's or Practitioner's loss of license, Provider agrees to notify CareOregon within thirty (30) days of discovery of such conflict. Provider shall promptly notify CareOregon of any action against Provider's or any Practitioner's professional license to practice, including but not limited to suspension, revocation or probation. Provider shall also promptly notify CareOregon if he or she is convicted of a felony or expelled or suspended from the Medicaid program.

2.10 Representations and Warranties. Provider represents and warrants to CareOregon the following, which warranties are in addition to, and not in lieu of, any other warranties provided herein:

2.10.1 Provider has the power and authority to enter into and perform the obligations described in this Agreement;

2.10.2 This Agreement, when executed and delivered, shall be a valid and binding obligation of Provider enforceable in accordance with its terms;

2.10.3 Provider has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Provider 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 Provider's industry, trade or profession; and

2.10.4 Provider shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Covered Services.

2.11 External Quality Review; Access to Records and Facilities. Provider shall cooperate by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, Covered Services provided under this Agreement. If copies of such records are required, Provider shall provide those copies at no charge. Provider shall provide timely access to records and facilities and cooperate with CareOregon in the collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with this Agreement, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes. Provider and CareOregon agree to cooperate to ensure that the confidentiality restrictions in 42 C.F.R. Part 2-Confidentiality of Alcohol and Drug Abuse Patient Records, as may be amended from time to time ("42 C.F.R. Part 2"), are complied with prior to any review. The requirements described in this Section 2.11 shall survive termination of the Agreement.

2.12 Medical Records. Provider shall develop and maintain a medical record keeping system that:

2.12.1 Includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Medically Necessary services are provided consistent with the documented needs of the Member;

2.12.2 Conforms to accepted professional practice; and

2.12.3 Allows CareOregon and Plan Partners to ensure that data received from Provider is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.

2.13 Record Retention.

2.13.1 Provider shall retain, and shall cause its personnel to retain, clinical records for ten (10) years after the date of service for which claims are made. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the ten-year period, Provider shall retain, and shall cause its personnel to retain, the clinical records until all issues arising out of the action are resolved.

2.13.2 Provider shall maintain all financial records related to this Contract in accordance with generally accepted accounting principles. In addition, Provider shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Provider, whether in paper, electronic or other form, that are pertinent to this Contract in such a manner to clearly document Provider's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Provider whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "**Records.**" Provider acknowledges and agrees that OHA, the Secretary of State's Office, CMS, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Provider shall retain and keep accessible all Records for the longer of: (i) ten (10) years following final payment and termination of this Agreement; (ii) the retention period specified in this Agreement for certain kinds of records; (iii) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; or (iv) until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

2.14 Business Associate Agreement; Consent to Disclose, Redisclose. Provider acknowledges and agrees that protected health information ("PHI") disclosed by Provider to CareOregon may be used by or disclosed to Plan Partner pursuant to a business associate agreement or a Qualified Service Organization Agreement between those parties when permissible by law or pursuant to a written consent in compliance with 42 C.F.R. Part 2, as may be amended from time to time. Notwithstanding the foregoing, CareOregon and Provider agree to comply with any and all applicable privacy laws including without limitation, 42 C.F.R. Part 2.

2.14.1 Provider will obtain Member's written consent, as required by 42 C.F.R. Part 2 and as may be specified by CareOregon, to allow Member's patient identifying information to be disclosed by Provider to the Plan Partners and redisclosed by the Plan Partners to CareOregon and the State of Oregon, only as such disclosure and redisclosure is required by this Agreement, Oregon law, and at CareOregon's reasonable request.

2.15 Subrogation. County agrees to subrogate to CareOregon any and all claims related to County's provision of Services hereunder that County has or may have against any third parties related to the Contracted Services provided to Members, but only to the extent CareOregon has incurred damages. If the County also incurs damages, then this provision shall not prevent the County from pursuing its own claims.

2.16 Compliance with Applicable Law. Provider shall comply and cause all its personnel to comply with all applicable Federal, State and local laws, regulations, executive orders and ordinances.

2.17 Informed Consent; Dignity and Respect. Provider shall inform Members about available treatment options and alternatives in a manner appropriate to the Member's condition and ability to understand. Provider shall ensure that its personnel treat Members with respect and with due consideration for their dignity and privacy to the same extent as all of Provider's other patients who receive services equivalent to Covered Services.

2.18 Prior Authorization. Provider acknowledges that in order for coverage to be in effect and to qualify for payment under the applicable Plan, some Contracted Services may be subject to prior authorization. Provider will comply with policies and procedures in Exhibit G related to prior authorization included in the Provider Manual and will not be entitled to receive any compensation if the Provider fails to comply with those policies and procedures.

2.19 Non-Covered Services. Provider will advise Member of any service, treatment, or test that that is recommended as medically appropriate for the Members in accord with the community standards of the medical profession, even if the service, treatment, or test is not covered under the Plan. This Agreement, and the fact of whether the Plan happens to provide coverage of any particular service, treatment or test, does not alter a Provider's duty to exercise professional skill and judgment in accord with the prevailing community standards applicable to Provider in advising and treating Members relative to that service, treatment, or test. Provider acknowledges that this Agreement may not be interpreted to require Provider to deny care to a Member for services that are not covered under the Plan. Provider will not bill Member for any service, treatment, or test not covered by the Plan unless all of the following conditions have been met per OAR 410-120-1280: (i) Provider has provided a clear written disclosure in advance to the Member indicating that the service, treatment or test is not covered by the Plan; (ii) Provider has obtained a written consent from the Member consent containing all of the information and elements of an Authorization to Pay (OHP Form 3165), acknowledging that the service, treatment or test is not covered and consenting to the service; (iii) such billing is permitted under the Plan; and (iv) such billing is not prohibited by law.

2.20 Nondiscrimination. Provider will not discriminate in the provision of services to Members on the basis of enrollment in the Plan, race, color, national origin, ethnicity, ancestry, religion, sex, marital status, sexual orientation, mental or physical disability, medical condition or history, age or any other category protected under state or federal law.

2.21 Compliance with Health Care Programs. Provider and Provider's Practitioners agree to cooperate with the Medical Directors of CareOregon and the Plan Partners in the Medical Directors' review of, and in the establishment of programs, policies and procedures to, improve the quality of care delivered to Members.

2.22 Provider Directories of CareOregon and Plan Partners. Provider agrees that CareOregon and Plan Partners may use information about Provider and Provider's Practitioners in written or web site-accessible directories of participating providers. Such information includes the names, addresses, phone numbers, web sites, credentials, and other related information about Provider and Provider's Practitioners.

2.23 Oregon Health Plan Addendum. The terms and conditions set forth in the attached Oregon Health Plan Addendum, Exhibit B are incorporated and made a part of this Agreement.

2.24 Regulatory Updates. All terms and conditions of this Agreement are subject to changes in the federal and state law. Any term, condition or provision now or hereafter required to be included in this Agreement t by Laws shall supersede previous terms and conditions and be deemed incorporated herein and binding upon and enforceable against the Parties, regardless of whether or not the term, condition or provision is expressly stated in this Agreement.

ARTICLE III COMPENSATION AND BILLING

3.1 Compensation. CareOregon shall develop and maintain a schedule of payment methodologies and compensation for the Covered Services that Provider provides under this Agreement, which is set forth in the Covered Services and Compensation Addendum(s) attached to and incorporated to this Agreement. Provider shall be entitled to the amounts and types of compensation described in that Addendum for furnishing Covered Services to Members in accordance with the terms and conditions of this Agreement. Provider agrees to accept as payment in full for Covered Services furnished to Members the compensation described in this Agreement.

3.2 Billing. Provider will be solely responsible to bill and collect for the provision of Covered Services under this Agreement. The primary payer for any compensation owed to Provider is the Plan Partner to which the Member who received the Covered Services is assigned. Provider shall bill and collect for Covered Services in accordance with the following:

3.2.1 Provider shall comply with all relevant policies and procedures regarding billing, coding, claim submission, clean claims, overpayment recovery, audits, documentation, and any other matter related to claims for compensation in Exhibit G.

3.2.2 Provider shall submit claims for Covered Services including all the fields and information needed to allow the claim to be processed without further information from Provider, and within time frames that assure all corrections have been made within one hundred twenty (120) days of the date of service.

3.2.3 Except as specifically permitted by this Agreement, including Third Party Resource recovery, Provider and its personnel may not be compensated for Covered Services performed under this Agreement from any other department of the State, nor from any other source including the federal government.

3.2.4 Provider and Provider's Practitioners will seek only to obtain compensation for Covered Services from the Members' applicable Plan Partner, and at no time will seek compensation from Members other than for those items set forth in the Plan, such as applicable copayments, coinsurance and deductible amounts. In the event of non-payment by CareOregon or the applicable Plan Partner for any reason, Provider and Provider's Practitioners will not bill or otherwise attempt to collect any amounts owed, except as provided for in Section 2.21 for non-covered services.

3.2.5 Provider will bill and make reasonable efforts to collect any copayments, coinsurance and deductibles, if applicable, from Members in accord with the terms of the Plan.

3.3 Coordination of Benefits. Provider agrees to abide by policies and procedures for coordination of benefits, duplicate coverage and third-party liability policies as described in Exhibit C: Oregon Health Plan Addendum, attached hereto and in Exhibit G. If any services to which Members are entitled are also covered under any other group or non-group health plan, prepaid medical plan, insurance policy or Workers' Compensation, Provider and the applicable Plan Partner shall cooperate in the investigation of all such benefits so that CareOregon or Plan Partner shall bear no more of the total cost than is required by this Agreement or by the law of the state in which Provider practices. Except as otherwise set forth herein, Provider agrees to accept the negotiated amount as payment in

full, whether that amount is paid in whole or in part by the Member, Plan Partner or CareOregon, or by any combination of payers, including other payers which may pay before CareOregon or Plan Partner in the order of benefit determination.

ARTICLE IV RELATIONSHIP OF THE PARTIES

4.1 Independent Parties. The parties to this Agreement are independent parties, and nothing in this Agreement shall be construed or be deemed to create between them any relationship of principal and agent, partnership, joint venture, or any relationship other than that of independent parties. No party hereto, nor the respective agents or employees of either party, shall be required to assume or bear any responsibility for the acts or omissions, or any consequences thereof of the other party under this Agreement. No party hereto, nor the respective agents or employees of either party, shall be liable to other persons for any act or omission of the other party in performance of their respective responsibilities under this Agreement.

4.2 Tax Obligations. Provider shall be responsible for appropriate management of all federal and state obligations applicable to compensation or payments paid to Provider under this Agreement.

ARTICLE V TERM AND TERMINATION

5.1 Term of Agreement. When executed by both parties, this Agreement shall become effective as of the Effective Date and shall continue in effect until terminated pursuant to this Agreement

5.2 Termination on Default. In the event CareOregon or Provider should materially default in the performance of any obligation imposed on it by this Agreement, the non-defaulting party shall elect to provide the defaulting party with written notice describing the facts and circumstances of the default. After providing such notice, the non-defaulting party may elect, by written notice to the defaulting party, to terminate this Agreement if the defaulting party has not cured any default within thirty (30) days following the defaulting party's receipt of the applicable default notice; provided, however that with respect to any default covered by this subsection which reasonably requires additional time to cure, such failure shall not result in a termination of the Agreement so long as the defaulting party has commenced performance of a cure within the stated cure period and diligently pursues such cure to completion.

5.3 Immediate Termination by CareOregon. Notwithstanding any other term herein to the contrary, CareOregon may immediately terminate this Agreement or the participation of any individual health care provider providing services for Provider pursuant to this Agreement on delivery of written notice to Provider if any of the following occurs:

5.3.1 Provider does not fully meet all Provider Qualifications set forth in Section 2.9 of this Agreement;

5.3.2 Any of Provider's contracted, employed, leased, owned or controlled personnel providing or assisting in the provision of Covered Services is excluded, debarred,

suspended or declared ineligible to participate in any federal health care program, or in any federal procurement or non-procurement program;

5.3.3 Provider receives a criminal conviction of any kind.

5.3.4 The dissolution, reorganization or sale of or change in control of Provider.

5.3.5 If Provider: (i) voluntarily files a petition in or for bankruptcy or reorganization; (ii) makes a general assignment or another arrangement for the benefit of creditors; (iii) is adjudged bankrupt; (iv) has a trustee, receiver or other custodian appointed on its behalf; or (v) has any other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding commenced against it.

5.3.6 Provider fails or refuses to provide or arrange for the provision of Covered Services to Members in a professionally acceptable manner, provided however that CareOregon shall not have the right to immediately terminate the Agreement under this section if the section is implicated only because a malpractice or negligence claim has been filed against Practitioner and/or Practitioner has been found liable for malpractice or negligence.

5.3.7 Professional liability insurance covering Provider, as required by this Agreement, is terminated without replacement coverage being obtained in amounts required by this Agreement.

5.3.8 Provider's knowing or deliberate submission of false or misleading billing information to CareOregon or any Plan Partner.

5.3.9 CareOregon determines that Provider is in violation of or has failed to comply with any of the requirements of this Agreement and Provider is unable to cure such violation or noncompliance through a Corrective Action Plan.

5.4 Termination without Cause. The parties agree that they are contracting at will. Either CareOregon or Provider may terminate this Agreement without cause upon ninety (90) days' advance written notice to the other party. However, such termination shall not relieve either party of any contractual obligation(s) incurred prior to the Effective Date of the termination.

5.5 Change in Law. In the event state or federal laws are enacted, or state or federal regulations are promulgated which, in the opinion of CareOregon, make this Agreement illegal under such laws or regulations, or this Agreement is otherwise deemed by appropriate state or federal governmental authorities to violate such laws or regulations, this Agreement shall be immediately amended to comply with such laws or regulations or be terminated. While CareOregon will strive to give advance notice of such amendment(s), advance notice may not be possible if CareOregon is required to immediately amend this Agreement to comply with changes in applicable laws.

5.6 Continuity of Care. In the event of termination of this Agreement, the following provisions shall apply to ensure continuity of the Covered Services to Members. Provider shall ensure:

5.6.1 Continuation of Covered Services to Member for the period during which Plan Partner has paid Compensation to Provider, including inpatient admissions up until discharge;

5.6.2 Notification to Members of the effective date of the termination and orderly and reasonable transfer of Member care in progress, whether or not those Members are hospitalized;

5.6.3 Timely submission of information, reports and records, including encounter data, required to be provided to CareOregon and Plan Partners during the term of this Agreement;

5.6.4 Timely payment of valid claims for services to Members for dates of service included within the term of the Agreement; and

5.6.5 If Provider continues to provide services to a Member after the date of termination of this Agreement, CareOregon shall have no responsibility to: (i) pay for such services unless otherwise agreed to by CareOregon to allow for an orderly and reasonable transfer of Member care in process; and(ii) notify Members of the termination of this Agreement; or (iii) direct Members to other participating providers.

ARTICLE VI INDEMNIFICATION

6.1 Indemnification by CareOregon. CareOregon hereby covenants and agrees to indemnify, protect, defend and hold Provider and its Commissioners, officers, directors, affiliates employees and agents (collectively, "Provider Parties") harmless from and against all direct and indirect losses, damages, claims, costs, settlements, expenses, attorneys' fees, fines, judgments, liens and other sums incurred by Provider Parties resulting from, arising out of, or relating to the acts or omissions of CareOregon or its officers, employees, subcontractors, agents, insurers and attorneys in CareOregon's performance pursuant to this Agreement.

6.2 Indemnification by County. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by Oregon Tort Claims Act, County shall defined, indemnify and hold harmless CareOregon and its directors, officers, employees, affiliates and agents from and against all claims, suits, actions, losses, damages, liabilities, settlements, cost and expenses of any nature whatsoever (including expenses at trial, at mediation, on appeal, and in connections with any petition for review) resulting from, arising out of, or relating to the activities of County or its officers, employees, subcontractors, agents, insurer, and attorneys (or any combination of them) under this Agreement.

ARTICLE VII INSURANCE

7.1 Insurance. Pursuant to CareOregon policies and procedures in Exhibit G, Provider shall maintain, at Provider's sole expense, and keep in force, insurance policies, providing comprehensive general liability and professional liability or any other insurance as may be necessary to insure Provider and its Commissioners, officers, directors, agents and employees against any claim or claims for damages arising out of the providing of, or failure to provide, Covered Services pursuant to this Agreement. Evidence of insurance coverage required under this Section will be made available to CareOregon on request. Provider will provide CareOregon at least fifteen (15) days' advance written

notice of revocation, suspension, reduction, limitation, probationary or other disciplinary action taken on any of Provider's required insurance coverage. Proof of self-insurance for the required types and amounts of coverage satisfies this section.

7.2 Claims, Incidents, Suits and Disciplinary Actions. Provider agrees to promptly report to CareOregon any claim made, suit filed or disciplinary action commenced against Provider or its personnel relating to the provision of Covered Services under this Agreement.

7.3 Workers' Compensation. If Provider employs subject workers, as defined in ORS § 656.027, Provider shall comply with ORS § 656.017, and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS § 656.126(2).

ARTICLE VIII DISPUTES AND COMPLAINTS

8.1 Arbitration. Except as otherwise provided in Section 8.2, any dispute, controversy, or claim arising out of the subject matter of this Agreement will be settled by arbitration before a single arbitrator in Portland, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business and healthcare law. The arbitration will be initiated by filing a claim with Arbitration Service of Portland and will be conducted in accordance with the then-current rules of Arbitration Service of Portland. The resolution of any dispute, controversy, or claim as determined by the arbitrator will be binding on the parties. Judgment on the award of the arbitrator may be entered by any party in any court having jurisdiction.

8.2 Compelling Arbitration. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any dispute, controversy, or claim. Any such action, suit, or proceeding will be litigated in courts located in Multnomah County, Oregon. For the purposes of the preceding sentence, each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon. If a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon.

8.3 Governing Law. 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.

ARTICLE IX GENERAL PROVISIONS

9.1 Amendments.

9.1.1 Mutual Amendment. The terms of this Agreement may be amended from time to time in a writing signed by CareOregon and Provider.

9.1.2 Notice Amendments. CareOregon may amend this Agreement by providing sixty (60) calendar days written notice to Provider of the amendment to the Agreement (“Notice Amendment”). Provider may reject Notice Amendments by terminating this Agreement in accordance with terms for termination described above. If no notice of termination is received by CareOregon, Notice Amendments shall be binding upon Provider at the end of the sixty (60) calendar-day period, and this Agreement shall be deemed amended as of that date, even if not signed by Provider. Provider will have input in the development of and amendments to policies and procedures that could affect Provider’s provision of services under this Agreement.

9.1.3 Amendments Required by Law. CareOregon may modify this Agreement immediately to comply with changes in state or federal laws or regulations, as described in Section 5.5 of this Agreement. Such amendments do not require consent of Provider and will be effective immediately on notice to Provider of the effective date thereof. CareOregon will provide notice to Provider of such amendments as soon as reasonably possible.

9.2 Notices and Communications between the Parties.

9.2.1 Certain Notices Required Under This Agreement. The following notices must be sent via overnight delivery with delivery confirmation or certified mail, return receipt requested:

- (a) All notices for termination of this Agreement; and
- (b) All requests for mediation and/or arbitration.

9.2.2 All Other Notices and Communications. All other notices and communications between the parties which are necessary for the proper administration of this Agreement (including notices required within this Agreement which are not included in Section 9.2.1 above) may be communicated via regular U.S. mail, confirmed facsimile or electronic mail.

9.2.3 Confidential and Protected Health Information. If a notice or communication includes information which is confidential or proprietary to either or both parties and/or which includes PHI as defined under HIPAA, then the following restrictions must be observed when communicating such information:

- (a) U.S. Mail/Certified Mail/Overnight Delivery: no additional requirements.
- (b) Facsimile Transmission: The information must be prefaced by a formal cover sheet noting the confidentiality of such information.
- (c) Web Site: Not a permitted method of notice or communication for confidential information and PHI, unless the Web Site is secure or the information appropriately encrypted.
- (d) Electronic Mail: Not a permitted method of notice or communication for confidential information and PHI, unless the electronic mail is secure or the information is appropriately encrypted.

9.2.4 Address for Notices. Notices to Provider shall be sent to: (i) the facsimile or postal address of Providers billing service location or any other revised postal address or facsimile provided by Provider to CareOregon in writing; or (ii) the electronic mail address designated by Provider for electronic notices. Notices to CareOregon shall be sent to:

CareOregon
315 SW 5th Ave
Portland, Oregon 97204
Attention: Contract Department

Or any revised address provided to Provider in writing. The facsimile, postal address or electronic mail address for notice may be changes on prior written notice to the other party.

9.2.5 When Made. For notices described under Section 9.2.1 above, the notice will be deemed to have been made on the date it was delivered. For notices and communications described under Section 9.2.2, the notice or communication will be deemed to have been made on the date the receiving party confirmed receipt of the notice or communication.

9.3 Assignment of Contract, Successors in Interest.

9.3.1 CareOregon may assign or transfer its interest in this Agreement without prior consent of Provider.

9.3.2 Provider shall not assign or transfer its interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of CareOregon. Any such assignment or transfer, if approved, is subject to such conditions and provisions as CareOregon may deem necessary. No approval by CareOregon of any assignment or transfer of interest shall be deemed to create any obligation of CareOregon in addition to those set forth in this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

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

9.5 Entire Agreement; Amendments. This Agreement and Exhibits constitute the full and complete expression of the rights and obligations of the parties with respect to the subject matter and supersedes all prior understandings and agreements, whether oral or written. This Agreement may only be amended pursuant to the provisions described in Section 9.1.

9.6 Confidential Business Information. Except as otherwise required by Applicable Laws, Provider agrees not to disclose to any third party any confidential business information or trade secrets that are disclosed to it as a result of its participation in this Agreement. "Confidential Information" shall mean all information provided by one party to this Agreement to another in connection with this Agreement, which is designated as "Confidential." Confidential Information will mean all information provided by one party to this Agreement to another in connection with this Agreement, which is designated "confidential" and/or considered a trade secret

under Applicable Laws. Each party agrees that it will not make use of, disseminate, disclose or in any way circulate any Confidential Information supplied to or obtained by it in writing, orally or by observation, except as expressly permitted by this Agreement or as required by law or order of a court or administrative agency having jurisdiction. Confidential Information may be used as necessary to perform the services required under this Agreement and may be disclosed by a party to this Agreement to its own employees that require access to such Confidential Information for the purposes of this Agreement. This paragraph does not prevent disclosure in connection with an audit or survey in the normal course of business by regulatory authorities, certified public accountants, accrediting institutions and the like; provided the recipient is under a duty to protect the confidentiality of the information disclosed.

9.7 Waiver. The waiver of any provision of this Agreement shall only be effective if set forth in writing and signed by the waiving party. Any such or other waiver shall not operate as, or be deemed to be, a continuing waiver of the same or of any other provision of this Agreement.

9.8 Third-Party Rights. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory to this Agreement. The Agreement shall not be construed as creating any right, claim, or cause of action against any party by any person or entity not a party to this Agreement except as otherwise described in this Agreement.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

[Signature Page Follows]

The foregoing terms are agreed to by the parties.

CareOregon, Inc.

By: _____

Name: Eric C. Hunter _____

Title: Chief Executive Officer _____

Date Signed: _____

Clackamas County, by through its Health Centers Division

By: _____

Name: _____

Title: _____

Date Signed: _____

TIN: _____

Approve to Form

By:  _____
County Counsel

Date: 3/25/2020 _____

EXHIBIT A

CareOregon Plan Partners

As of the Effective Date of this Agreement, listed below are the Plan Partners which have access to the services provided by Provider, as referenced in Section 2.1, to the extent Provider provides the type of Covered Services required by Plan Partners assigned CareOregon Members. CareOregon shall notify Provider if this list changes.

Kaiser Foundation Health Plan

Legacy Health PacificSource

OHSU Health

Providence Health & Services - Oregon

EXHIBIT B

GENERAL REQUIREMENTS FOR CAREOREGON SUBCONTRACTORS PERFORMING HEALTH PLAN SERVICES UNDER THE CCO CONTRACT

CareOregon serves Oregon's Coordinated Care Organizations ("CCO" also referred to herein as "Contractor") by providing certain health plan services under contracts with CCOs. All CCOs are a party to a standard agreement with the Oregon Health Authority ("OHA") titled, "Oregon Health Plan, Health Plan Services Contract" and "Cover All Kids Health Plan Services Contract" intentionally referred to in the singular in this Exhibit as the "CCO Contract". The CCO Contract applies to CareOregon as the primary subcontractor of a CCO. As a downstream subcontractor of CareOregon, Provider ("Subcontractor") also agrees to provide its services pursuant to the CCO Contract.

Subcontractor shall comply with the provisions in this Exhibit to the extent that they are applicable to the goods or services provided by Subcontractor under this Exhibit for Delegated CCO Health Plan Services ("Exhibit"); provided, however, that this Exhibit shall not terminate or limit Contractor's legal responsibilities to OHA for the timely and effective performance of Contractor's duties and responsibilities under the CCO Contract. Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, including definitions incorporated therein by reference. In the event of a conflict or inconsistency with any term or condition in the CareOregon Provider Agreement ("Agreement"), this Exhibit shall control.

1. **Service Area and Enrollment Limits.** For the purposes of this Exhibit, Subcontractors Service Area is all zip codes contained in the service areas of:

Health Share

Subcontractor agrees to provide services to all Members without an Enrollment Limit.

2. **Interpretation and Administration of Exhibit.** The parties acknowledge and agree that this Exhibit is subject to the terms and conditions of the Health Plan Services Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the "CCO Contract") which is the standard agreement(s) used by the Oregon Health Authority ("OHA") with all CCOs. As CareOregon contracts with multiple CCOs, the specific contract applicable to this Exhibit may be the CCO Contract between OHA and Health Share, and/or Columbia Pacific CCO, and/or Jackson County CCO, or another CCO if CareOregon enters into a subcontract with another CCO after the execution of this Exhibit. The parties shall interpret and administer this Exhibit in accordance with the CCO Contract, Section VI titled "Interpretation and Administration of Contract" which shall be incorporated herein by reference.

The parties further acknowledge and agree that in the event that any provision, clause or application of this Exhibit is ambiguous with respect to the delegation of CCO Contract provisions due to drafting, technical or similar issues, the parties shall interpret this Exhibit in a manner consistent with the original intention of the parties, to allow CareOregon to delegate duties and obligations to Subcontractor related to providing services that are Covered Services,

as outlined in the attached scopes of work, to Members under the CCO Contract as CareOregon deems reasonably possible and appropriate in light of Subcontractor's mission and objectives.

3. Performance of Exhibit. Subcontractor agrees to perform its duties and obligations under this Exhibit in accordance with the CCO Contract, applicable federal, state, and local laws, the terms and conditions of this Exhibit, and all applicable policies and procedures attached to the Agreement as Exhibit G. CareOregon will make best efforts to provide Subcontractor with copies of all such policies and procedures. If Subcontractor fails to comply with any provisions of this Exhibit or with the applicable CareOregon policies and procedures, CareOregon may terminate this Agreement or Exhibit as outlined in the Termination provisions in Article VII of the Agreement.

4. Definitions

Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, Exhibit A.

5. Statements of Work. Specific service level statements of work for Covered Services associated with these general requirements for delegated services under the CCO contract will be attached to this Exhibit.

6. Payment Contingent on CCO Receiving Payment. Under Exhibit B, Part 4, Section 12(d) of the CCO Contract, Subcontractor understands and agrees that if CareOregon is not paid or not eligible for payment by OHA for services provided because the applicable CCO is not paid, Subcontractor will not be paid or be eligible for payment by OHA.

7. Key Deliverables

a. Reporting Requirements. Subcontractor will assist in all applicable reporting requirements in the CCO Contract associated with the scope of the delegated health plan services being performed as outlined in the statement(s) of work. CareOregon will share these CCO Contract reporting requirements with Subcontractor as soon as reasonably possible so Subcontractor can adequately prepare to produce such reports. Additionally, Subcontractor will produce any additional reports as reasonably requested by CareOregon in order for it to carry out its oversight and monitoring duties.

b. Financial Reporting Requirements.

To the extent applicable to the scope(s) of work:

- i. Subcontractor shall follow and use Statutory Accounting Principles in the preparation of all financial statements and reports filed with CareOregon, unless CareOregon policies and procedures or written reporting instructions allow otherwise.
- ii. Subcontractor shall maintain sound financial management procedures and demonstrate to CareOregon through proof of financial responsibility that it is able

to perform the work required under this Contract efficiently, effectively and economically and is able to comply with the requirements of this Contract.

- iii. Subcontractor shall cooperate with CareOregon to submit any information required for CareOregon to complete the reporting required under Exhibit L of the CCO Contract including but not limited to annual, quarterly, and audited financial statements as needed.

c. BAA required for Delegated Health Plan Services. The services provided under this Exhibit are being delivered on behalf of CareOregon because Subcontractor is performing on contractual obligations for health plan services. This is distinct from the actual delivery of health care services as outlined in other parts of this agreement. As a result, under this Exhibit Subcontractor is acting as the Business Associate of CareOregon and a Business Associate Agreement is required to be executed between the parties.

d. Additional Actions Required Following Notice of Termination. After providing notice of termination to CareOregon under Article VII of the CareOregon Provider Agreement, and to the extent applicable to the scope(s) of work, Subcontractor shall:

- i. Submit to CareOregon a Transition Plan detailing how Subcontractor will fulfill its continuing obligations under this Exhibit and identifying an individual (with contact information) as Subcontractor's transition coordinator. The Transition Plan is subject to approval by CareOregon. Subcontractor shall make revisions to the plan as requested by CareOregon. Failure to submit a Transition Plan and obtain written approval of the Transition Plan by CareOregon may result in CareOregon extending the termination date by the amount of time necessary in order for CareOregon to provide a Transition Plan or approve the Transition Plan submitted by Subcontractor. The Transition Plan shall include the prioritization of high-needs Members for care coordination and other Members requiring high level coordination.
- ii. Submit reports to CareOregon every thirty (30) calendar days, or as otherwise agreed upon in the Transition plan, detailing Subcontractor's progress in carrying out the Transition Plan. Subcontractor shall submit a final report to CareOregon describing how Subcontractor has fulfilled all its obligations under the Transition Plan including resolution of any outstanding responsibilities.
- iii. Maintain adequate staffing to perform all functions specified in this Exhibit unless Subcontractor's funding does not allow such performance.
- iv. Cooperate with CareOregon to arrange for orderly and timely transfer of Members from coverage under this Exhibit to coverage under new arrangements authorized by CareOregon. Such actions of cooperation shall include but are not limited to Subcontractor continuing to provide care coordination until appropriate transfer of care can be arranged for those Members in a course of treatment for which change of Subcontractors could be harmful.

e. Continuity of Care. The parties shall cooperate in ensuring the transition of the Members' care, and wrap-up of all duties and responsibilities, upon the termination or expiration of this Exhibit. Subcontractor shall ensure:

- i. Continuation of services to members for any period and Covered Service for which CareOregon has actually paid Compensation to Subcontractor;
 - ii. Orderly and reasonable transfer of member care in progress at the end of the Term, whether or not those members are hospitalized;
 - iii. Timely submission of information, reports and records, including encounter data, required to be provided to CareOregon and OHA relating to services provided.
 - iv. If Subcontractor continues to provide services to a member after the Term, CareOregon shall have no responsibility to pay for such services pursuant to this Exhibit unless otherwise agreed to by CareOregon to allow for an orderly and reasonable transfer of Member care.

- f. **External Quality Review.** Subcontractor shall to cooperate with CareOregon, the applicable CCO, and OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to Covered Services furnished under this Exhibit, pursuant to CCO Contract Exhibit B, Part 10, Section 8.

- g. **Monitoring and Delegation Oversight.** As a subcontractor of a health plan function, Subcontractor agrees is considered a Subcontractor under the CCO Contract and agrees to participate in CareOregon's required monitoring and delegation oversight activities as listed in Exhibit B, Part 4, Section 12 of the CCO Contract, including but not limited to:
 - i. Ongoing oversight and monitoring of Subcontractor's compliance with the terms of this Exhibit.
 - ii. At least once per year, cooperating with CareOregon to produce a formal review of Subcontractor's performance under this Exhibit, referred to as the "Annual Subcontractor Performance Report" in the CCO Contract.
 - iii. The Annual Subcontractor Performance Report will include at minimum the following elements:
 - 1. An assessment of the quality of Subcontractor's performance of contracted Work;
 - 2. Any complaints or Grievances filed in relation to Subcontractor's Work;
 - 3. Any late submission of reporting deliverables or incomplete data;
 - 4. Whether employees of the Subcontractor are screened and Monitored for federal exclusion from participation in Medicaid;
 - 5. The adequacy of Subcontractor's compliance functions including all Fraud, Waste, and Abuse policies and procedures required in Exhibit B, Part 9, Sections 11-18; and
 - 6. Any deficiencies that have been identified by OHA related to work performed by Subcontractor.
 - iv. In the event CareOregon identifies any deficiencies or areas for improvement, CareOregon will require Subcontractor to implement a Corrective Action Plan to remedy such deficiencies.

h. Program Integrity.

- i. **Overview of OHA Monitoring and Compliance Review.** OHA is responsible for monitoring CCO compliance with the terms and conditions of the CCO Contract and all applicable laws. If after conducting an audit or other compliance review of the CCO and CareOregon, Subcontractor's compliance cannot be determined, or if OHA determines that the CCO, CareOregon, and/or Subcontractor has breached the terms or conditions of the CCO Contract, OHA may impose Sanctions on the CCO which will be applied to CareOregon and Subcontractor in so far as the Sanctions relate to their work performed under this Exhibit, to the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act. A larger explanation of OHA's authority and potential sanctions are contained in Exhibit B, Part 9. Under no circumstances shall Subcontractor be required to pay CCO or CareOregon for any share of sanctions assessed against them that are not reasonably attributable to the actions or inactions of Subcontractor.
- ii. Exhibit B, Part 9, Sections 10-18 of the CCO Contract is delegated to Subcontractor. These sections require Subcontractor to develop and implement Fraud, Waste, and Abuse prevention policies and procedures that ensure compliance with 42 CFR Part 455, 42 CFR Part 438, Subpart H, and OAR 410-120-1510; and (ii) annually creating a plan for implementing its policies and procedures. It is a requirement of the CCO and CareOregon to ensure that Subcontractor, as a subcontractor, complies with the terms and conditions set forth in Exhibit B, Part 9, Sections 11-18. Oversight and monitoring of these requirements may be performed at regular intervals including but not limited to at minimum an annual Delegation Oversight review.

i. **Privacy, Security and Retention of Records.** Exhibit B, Part 8, Section 2 of the CCO Contract is delegated to Subcontractor.

j. **Participation in Health Equity Plan.** Pursuant to 2018 HB 4018B, CareOregon must work with the CCO(s) to develop and implement a Health Equity Plan designed to address the cultural, socioeconomic, racial, and regional disparities in health care that exist among OHP members and the communities within the CCO(s) Service Area. In so far as the Health Equity Plan includes functions that Subcontractor is performing on behalf of CareOregon, Subcontractor will participate and contribute to the development and execution of the Health Equity Plan.

8. CCO Subcontractor Requirements. As a Subcontractor of CareOregon, under the CCO Contract, Subcontractor is required to comply with Exhibit B, Part 4, Section 12; Exhibit B, Part 9, Sections 11-18; Exhibit E, Required Federal Terms and Conditions in its entirety; Exhibit D, Section 20 which requires subcontracts to include Exhibit D, Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, 31, 32, and 33.

a. Subcontractor Requirements

Subcontractor agrees to comply with the general Subcontractor Requirements listed in Exhibit B, Part 4, Section 12 of the CCO Contract which is summarized above in this Exhibit under Section 7(g), to the extent they apply to Subcontractor's scope of work under this Exhibit.

b. Program Integrity Requirements

Subcontractor agrees to comply with the Program Integrity requirements listed Exhibit B, Part 9, Sections 11-18 which is summarized above in this Exhibit under Section 7(h), to the extent they apply to Subcontractor's scope of work under this Exhibit.

c. Required Federal Terms and Conditions

Subcontractor agrees to comply with the federal requirements listed in the CCO Contract, Exhibit E to the extent they apply to Subcontractor's scope of work under this Exhibit.

d. Governing Law, Consent to Jurisdiction (CCO Contract, Exhibit D, Section 1)

This Exhibit 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, the "Claim") between OHA or any other agency or department of the State of Oregon, or both, and the CCO that implicates CareOregon and its downstream Subcontractors that arises from or relates to this Exhibit shall be brought and conducted solely and exclusively within the Circuit Court of Marion County or of Multnomah County for the State of Oregon; provided, however, (a) if federal jurisdiction exists then a party may remove the Claim to federal court, and (b) if a Claim must be brought in or is removed to a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Subcontractor agrees that a suit brought by the State of Oregon can be in the jurisdiction of any court and it is entitled to any form of defense to or immunity from any Claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. SUBCONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

e. Compliance with Applicable Law (CCO Contract, Exhibit D, Section 2)

- i. Subcontractor shall comply and cause all its Subcontractors to comply with all State and local laws, regulations, executive orders and ordinances applicable to the CCO Contract or to the performance of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of Behavioral Health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the CCO Contract and required by law to be so incorporated. OHA's

performance under the CCO Contract is conditioned upon Subcontractor's compliance with the provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Subcontractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

- ii. In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Contractor under this Contract to Clients or Members, including Medicaid-Eligible Individuals, shall, at the request of such Clients or Members, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision. Subcontractor shall cause all Subcontractors under this Contract to comply with the requirements of this provision.
- iii. Subcontractor shall comply with the federal laws as set forth or incorporated, or both, in the CCO Contract and all other federal laws applicable to Subcontractor's performance under this Exhibit as they may be adopted, amended or repealed from time to time.

f. Independent Contractor (CCO Contract, Exhibit D, Section 3)

- i. Subcontractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- ii. If Subcontractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that Subcontractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Subcontractor currently performs work would prohibit Subcontractor's Work under this Contract. If compensation under this Exhibit is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.
- iii. Subcontractor is responsible for all federal and State taxes applicable to compensation paid to Contractor under this Exhibit and, unless Subcontractor is subject to backup withholding, CareOregon will not withhold from such compensation any amounts to cover Subcontractor's federal or State tax obligations. Subcontractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under this Exhibit, except as a self-employed individual.
- iv. Subcontractor shall perform all Work as an Independent Contractor. CareOregon reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, CareOregon may not and will not control the means or manner of Subcontractor's performance.

Subcontractor is responsible for determining the appropriate means and manner of performing the Work.

g. Representations and Warranties (CCO Contract, Exhibit D, Section 4)

i. Subcontractor's Representations and Warranties. Subcontractor represents and warrants to CareOregon that:

1. Subcontractor has the power and authority to enter into and perform this Exhibit;
2. This Exhibit, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms;
3. Subcontractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subcontractor 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 Subcontractor's industry, trade or profession;
4. Subcontractor shall, at all times during the Term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and
5. Subcontractor prepared its Application related to this Exhibit, if any, independently from all other Subcontractors, and without collusion, Fraud, or other dishonesty.

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

h. Access to Records and Facilities; Records Retention; Information Sharing (CCO Contract, Exhibit D, Section 15)

i. Subcontractor shall maintain, and require its Subcontractors and Participating Providers to maintain, all financial records relating to this Contract in accordance with best practices or National Association of Insurance Commissioners accounting standards. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to this Exhibit, in such a manner as to clearly document Subcontractor's performance. All Clinical Records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor whether in paper, electronic or any other form, that are pertinent to this Contract, are collectively referred to as "Records." Subcontractor acknowledges and agrees that CareOregon, OHA, CMS, the Oregon Secretary of State, DHHS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all Subcontractor, Participating Provider, and Subcontractor Records for the purpose of performing examinations and audits and make excerpts and transcripts, evaluating compliance with this Exhibit, and to evaluate the quality, appropriateness and timeliness of services. Subcontractor further acknowledges and agrees that the foregoing entities may, at any time, inspect the premises, physical facilities,

computer systems, and any other equipment and facilities where Medicaid-related activities or Work is conducted or equipment is used (or both conducted and used).

1. The right to audit under this section exists for 10 years from, as applicable, the Expiration Date or the date of termination, or from the date of completion of any audit, whichever is later.
 2. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Subcontractor's personnel and the personnel of any downstream Subcontractors for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but shall last as long as the records are retained.
- ii. Subcontractor shall retain and keep accessible all Records for the longer of ten years or:
 1. The retention period specified in the CCO Contract for certain kinds of records;
 2. The period as may be required by Applicable Law, including the records retention schedules set forth in OAR Chapters 410 and 166; or
 3. Until the conclusion of any audit, controversy or litigation arising out of or related to this Exhibit.
 - iii. In accordance with Oregon Enrolled Senate Bill 1041 (2019), Section 54c, OHA has the right to provide the Oregon Department of Consumer and Business Affairs with information reported to OHA by CareOregon and its Subcontractors provided that OHA and DCBS have entered into information sharing agreements that govern the disclosure of such information
- i. Information Privacy/Security/Access (CCO Contract, Exhibit D, Section 16)**
If the Work performed under this Contract requires Subcontractor or, when allowed, its downstream Subcontractor(s), to have access to or use of any OHA's computer system or other OHA Information Asset for which OHA imposes security requirements, and CareOregon grants Subcontractor access to such CareOregon assigned OHA Information Assets or Network and Information Systems, Subcontractor shall comply and require any downstream Subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through 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.
- j. Assignment of Contract, Successors in Interest (CCO Contract, Exhibit D, Section 19)**
 - i. Subcontractor shall not assign or transfer its interest in this Exhibit, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of CareOregon. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA or CareOregon may deem necessary, including but not limited to Exhibit B, Part 8, Section 14. No approval by CareOregon of any assignment or transfer

of interest shall be deemed to create any obligation of CareOregon in addition to those set forth in the Contract.

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

k. Subcontracts (CCO Contract, Exhibit D, Section 20)

In addition to all of the other provisions OHA requires under the CCO Contract, including, without limitation, information required to be reported under Ex. B, Part 4 of this Contract, and any other information OHA or CareOregon may request from time to time, Subcontractor shall include in any permitted downstream Subcontract under this Exhibit provisions to ensure that OHA will receive the benefit of Subcontractor performance as if the Subcontractor were the CCO with respect to Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, and 31-33 of this Exhibit D. OHA and/or CareOregon's consent to any downstream Subcontract shall not relieve Subcontractor of any of its duties or obligations under this Exhibit.

l. Survival (CCO Contract, Exhibit D, Section 25)

All rights and obligations cease upon termination or expiration of this Exhibit, except for the rights and obligations, and declarations which expressly or by their nature survive termination of this Exhibit, including without limitation the following Sections or provisions set for the below in this section. Without limiting the forgoing or anything else in this Exhibit, in no event shall the CCO Contract expiration or termination extinguish or prejudice OHA and/or CareOregon's right to enforce the CCO Contract and/or this Exhibit with respect to any default by Subcontractor that has not been cured.

- i. CCO Contract Exhibit A, Definitions
- ii. CCO Contract General Provisions: Sections V and VI
- iii. CCO Contract Exhibit B, Part 10: Section 3
- iv. CCO Contract Exhibit D: Sections 1, 4 through 13, 15 through 17, 19 through 30, 32.
- v. CCO Contract Exhibit. E: Section 6, HIPAA Compliance (but excluding paragraph d) shall survive termination for as long as Subcontractor holds, stores, or otherwise preserves Individually Identifiable Health Information of Members or for a longer period if required under the CCO Contract Section 12 of this Exhibit D.
- vi. Special Terms and Conditions:

In addition to any other provisions of this Exhibit that by their context are meant to survive expiration or termination, the following special terms and conditions survive expiration or termination, for a period of two (2) years unless a longer period is set forth in this Exhibit, and as long as the scopes of work include functions or operations that implicate the below items:

- 1. Claims Data
 - a. The submission of all Encounter Data for services rendered to Subcontractor's Members during contracted period;
 - b. Certification that Subcontractor attests that the submitted encounter claims are complete, truthful and accurate to the best

- knowledge and belief of the Subcontractor's authorized representative, subject to False Claims Act liability;
- c. Adjustments to encounter claims in the event Subcontractor receives payment from a Member's Third-Party Liability or Third-Party recovery; and
 - d. Adjustments to encounter claims in the event Subcontractor recovers any Provider Overpayment from a Provider.
2. Financial Reporting
 - a. Quarterly financial statements as defined in Exhibit L;
 - b. Audited annual financial statements as defined in Exhibit L;
 - c. Submission of details related to ongoing Third-Party Liability and Third-Party recovery activities by Subcontractors or its downstream Subcontractors;
 - d. Submission of any and all financial information related to the calculation of Subcontractor's MMLR; and
 - e. Data related to the calculation of quality and performance metrics.
 3. Operations
 - a. Point of contact for operations while transitioning;
 - b. Claims processing;
 - c. Provider and Member Grievances and Appeals; and
 - d. Implementation of and any necessary modifications to the Transition Plan.
 4. Corporate Governance
 - a. Oversight by Governing Board and Community Advisory Council;
 - b. Not initiating voluntary bankruptcy, liquidation, or dissolution;
 - c. Maintenance of all licenses, certifications, and registrations necessary to do business as a Subcontractor of a CCO in Oregon; and
 - d. Responding to subpoenas, investigations, and governmental inquiries.
 5. Financial Obligations

The following requirements survive Exhibit expiration or termination indefinitely:

 - a. Reconciliation of Risk Corridor Payments;
 - b. Reconciliation and right of setoffs;
 - c. Recoupment of MMLR Rebates;
 - d. Reconciliation of prescription drug rebates;
 - e. Recoupment of capitation paid for Members deemed ineligible or who were enrolled into an incorrect benefit category; and
 - f. Recoupment (by means of setoff or otherwise) of any identified Overpayment.
 6. Sanctions and Liquidated Damages
 - a. Exhibit expiration or termination does not limit OHA's ability to impose Sanction or Liquidated Damages for the failures or acts (or

both) of the CCO and its downstream Subcontractors as set out in Exhibit B, Part 9 of the CCO Contract.

- b. The decision to impose a Sanction or Liquidated Damages does not prevent OHA from imposing additional Sanctions against CCO and its downstream Subcontractors at a later date.

Sanctions imposed on the CCO and its downstream Subcontractors after Contract expiration or termination will be reported to CMS according to the requirements set out in the CCO Contract, Exhibit B, Part 9.

m. Equal Access (CCO Contract, Exhibit D, Section 31)

Subcontractor shall provide equal access to Covered Services for both male and female Members under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

n. Media Disclosure (CCO Contract, Exhibit D, Section 32)

Subcontractor shall not provide information to the media regarding a recipient of services under this Exhibit without first consulting with and receiving approval from CareOregon, who must seek approval from the CCO and OHA. Subcontractor shall make immediate contact with CareOregon when media contact occurs. CareOregon will coordinate the appropriate follow-ups to the CCO and OHA and a response for the media.

o. Mandatory Reporting of Abuse (CCO Contract, Exhibit D, Section 33)

- i. Subcontractor shall, as soon as reasonably possible, 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 Subcontractor shall notify the referring caseworker within 24 hours. Subcontractor shall contact the local DHS Child Protective Services office if questions arise whether an incident meets the definition of Child Abuse or neglect.
- ii. Subcontractor shall comply, and shall require its employees and subcontractors to comply, with all protective services, investigation and reporting requirements described in any of the following laws:
 - 1. OAR 407-045-0000 through 407-045-0370 (abuse investigations by the Office of Investigations and Training);
 - 2. ORS 430.735 through 430.765 (persons with mental illness or developmental disabilities);
 - 3. ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse); and
 - 4. ORS 441.650 to 441.680 (residents of long-term care facilities).

EXHIBIT B-1

DELEGATION OF CREDENTIALING

A. SERVICES

1. Provider shall be responsible for the credentialing of employed and/or contracted staff that provide any and all services to CareOregon as outlined in the CCO Contract, Exhibit B, Part 4, Section 6, as follows:
 - a. Provider shall have written policies and procedures for collecting evidence of credentials, screening the credentials, reporting credential information and recredentialing of their staff including (if applicable to the type of practice/facility): Acute, primary, dental, behavioral, Substance Use Disorder Providers and facilities, consistent with PPACA Section 6402, 42 CFR§ 438.214, 42 CFR §455.400-455.470 (excluding §455.460), OAR 410-141-3510. These procedures shall also include collecting proof of professional Liability Insurance, whether by insurance or a program of self-insurance.
 - b. Contractors shall ensure Telemedicine credentialing requirements are consistent with OAR 410-130-0610(3).
 - c. If the staff of Provider (whether employees or subcontractors) are not required to be licensed or certified by a State of Oregon board or licensing agency, Provider shall document, certify and report to CareOregon, the date such staff's education, experience, competence, and supervision are adequate to permit performance of their specific assigned duties.

If staff are not required to be licensed or certified by a State of Oregon board or licensing agency, then such Provider must ensure that the staff-person either:

 - i. Meets the definitions for Qualified Mental Health Associate (QMHA) or Qualified Mental Health Professional (QMHP) and is not be permitted to provide services without the supervision of a Licensed Medical Practitioner; or
 - ii. If not meeting either the definitions of a QMHP or QMHA have the education, experience, competence necessary to perform the specified assigned duties and Provider must document and report to CareOregon: (i) the education, experience and competence of such staff-person, and (ii) that they will not be permitted to permitted to perform the specific assigned duties without the supervision of a Licensed Medical Practitioner.
 - d. Provider shall maintain records documenting academic credentials, training received, licenses or certifications of staff and facilities used, and reports from the National Practitioner Data Bank and must provide accurate and timely information about license or certification expiration and renewal dates to CareOregon in order for CareOregon to fulfill its provider network reporting requirements to the OHA. Provider may not refer OHP members to use staff who do not have a valid license or certification required by

applicable law. If Provider knows or has reason to know that a staff person’s license or certification is expired, has not been renewed, or is subject to sanction or administrative action, Provider must notify CareOregon with notice of such circumstances as soon as reasonably possible.

- e. Provider shall not refer Members to or use Providers who have been terminated from OHA or excluded as Medicare, CHIP, or Medicaid Providers by CMS or who are subject to exclusion for any lawful conviction by a court for which a provider could be excluded under 42 CFR §1001.101 and 42 CFR §455.3(b). Provider shall not employ or contract with persons excluded from participation in Federal health care programs under 42 CFR §438.214(d). CareOregon will not accept billings for services provided to Members after the date of the provider’s exclusion, conviction, or termination. If Provider knows or has reason to know that a staff person has been convicted of a felony or misdemeanor related to a crime, or violation of federal or State laws under Medicare, Medicaid, or Title XIX (including a plea of “nolo contendere”), Provider must immediately provide such information to OHA via Administrative Notice.
- f. Provider shall require each Physician and every other qualifying provider to have a unique provider identification number that complies with 42 USC 1320d-2(b).

B. RECORD KEEPING AND REPORTING REQUIREMENTS

At minimum, Provider shall maintain credentialing documentation to demonstrate compliance with the regulations listed above in a secure manner in either paper or digital form.

- 1. Provider must follow the reporting requirements referenced in the Provider Data Management section of the CareOregon Provider Manual, attached as Exhibit G.
- 2. Provider must, as soon as is reasonably possible, report any change of status of credentialing documentation (example expiration without renewal, restrictions, or other changes) to CareOregon at credentialing@careoregon.org.
- 3. Initial Credentialing & Billing Set Up Overview (Licensed and unlicensed)

Credentialing & Billing Set Up Steps	Licensed Practitioner Credentialing	Unlicensed Practitioner Verification
1) Register for NPI	X	X
2) Register for Medicaid Enrollment (DMAP) ID*	X	X
3) OPCA Application	X	
4) Medicaid Exclusion Checks (OIG and SAM)	X	X
5) Licensure and Board Certification Verification	X	
6) DEA Verification (if applicable)	X	
7) NPDB Report	X	
8) Job Description		X

9) Submit the “Add a Practitioner Form” X X

4. Re-Credentialing Overview for Licensed Practitioners (to be completed every 3 years)

Credentialing Steps	Licensed Practitioners
1) OPRA* Application	X
2) Medicaid Exclusion Checks	X
3) Licensure and Board Certification Verification	X
4) DEA Verification	X
5) NPDB Report	X

5. Ongoing Monitoring (Licensed and Unlicensed)

Monthly Monitoring	Licensed Practitioners	Unlicensed Practitioners
Medicaid Exclusion Checks (OIG/SAM)	X	X
Licensure Check	X	
Job Description Updates		X

a. Provider shall perform monthly exclusion list checks of all employees, contractors, volunteers, interns, and persons with 5% or more ownership and any other persons providing, arranging, or paying for behavioral health services paid in whole or in part with Medicaid dollars, against the Office of Inspectors (OIG) General Exclusions Database and the System for Award Management (SAM) Exclusions Database. Provider will maintain monthly verification of this check in either .pdf or excel form.

b. Provider shall ensure that providers maintain active licenses via a monitoring process with the licensing boards.

**EXHIBIT C
PROGRAM ATTACHMENT**

**MEDICATION MANAGEMENT,
OUTPATIENT MENTAL HEALTH SERVICES**

A. SERVICE DESCRIPTION

1. Outpatient mental health services means a publicly or privately-operated program as defined in OAR 309-019-0105 (68) that include a combination of time-limited assessment; individual, family and group therapy; medication management; case management; skills training and/or service coordination for Members with social, emotional, and/or mental health conditions that impair daily functioning. The specific focus of this statement of work is intended to cover psychiatric evaluation and medication management services.
2. Psychiatric evaluation and medication management services are part of the broader array of outpatient mental health services, which are designed to quickly promote or restore an individual's previous level of high function/stability or maintain social/emotional functioning. Outpatient mental health services are intended to be focused and time-limited and a Member is transitioned once the Member is able to function and maintain their social, emotional and/or mental health without ongoing recovery support services. Psychiatric evaluation and medication management services provided to the Member may include services that are delivered in the community or in-home as mutually agreed on by the Provider, Member, and CareOregon.
3. A psychiatric evaluation may include: a clinical interview to establish whether a Member's mental disorder or other condition requiring the attention of a psychiatrist (or Psychiatric Nurse Practitioner) is present; the collection of data sufficient to support differential diagnosis and a comprehensive clinical formulation; collaboration with the Member to develop an initial service plan that gives particular consideration for any immediate interventions that may be needed to address the safety of the Member and others; and the identification of longer-term issues that need to be considered in follow-up care.
4. Medication management may include: an evaluation of symptoms to determine whether or not medication is a recommended treatment intervention providing education and information on the actions, uses, and side effects of recommended treatment options; and monitoring the effectiveness of medication over course(s) of time to determine if the treatment effectively addresses symptomology.
5. Provider agrees to deliver specific psychiatric evaluation and medication management services in consultation with CareOregon and as determined by the needs of the Member.
6. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by substance use disorder and mental health providers, as applicable.
7. Provider shall deliver 24-hour, seven day a week telephonic or face-to-face crisis support coverage directly or by linkage as outlined in OAR 309-019-0150, as applicable.

8. Provider must deliver services in a trauma informed and culturally appropriate manner.
9. Provider agrees to deliver services in accordance with the Prioritized List of Health Services current at the time services are rendered.
10. Provider must comply with OAR 410-141-0180, Oregon Health Plan Prepaid Health Plan Record Keeping.
11. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
12. Provider shall comply with all credentialing requirements described in this Agreement, CareOregon's policies, and any other applicable regulatory requirements, in effect at the time services are rendered.
13. Provider agrees to deliver services in accordance with CareOregon's policies, including Provider Manual, in effect at the time services are rendered.
14. Provider shall deliver services under this Exhibit to Members as indicated below and defined by applicable regulations.

Members Eligible for Services
<input checked="" type="checkbox"/> Adults
<input checked="" type="checkbox"/> Youth

EXHIBIT C-1
SCHEDULE OF PAYMENT FOR OHP/MEDICAID
MEDICATION MANAGEMENT,
OUTPATIENT MENTAL HEALTH SERVICES

This schedule establishes payment for Medication Management, Outpatient Mental Health Services rendered to OHP/Medicaid Recipients assigned to Health Share of Oregon CCO, LLC (Health Share) under this Agreement. CareOregon will use the formulas and other methodologies set forth in this Exhibit, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Exhibit as stated in Section 9.1.2 and 9.1.3 of the Agreement. "Non-Material Changes" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

A. PAYMENT TERMS

Effective January 1, 2020, CareOregon shall reimburse Provider as described in the CareOregon Fee Schedule and CareOregon Authorization Rules. CareOregon and Provider agree that CareOregon's Fee Schedule and the CareOregon Authorization Rules shall be incorporated by reference into this Exhibit and that any changes to CareOregon's Fee Schedule shall be mutually agreed upon by both parties in writing and that such writing shall be acceptable in electronic format.

B. OTHER PAYMENT SPECIFICATIONS

Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to CareOregon's Third Party Administrator, consistent with CareOregon's policies and in accordance with OAR 410-141-3420.

C. DEFAULT REIMBURSEMENT FOR OHP PLANS

For Covered Services that meet CareOregon's prior authorization requirements that are neither covered under this Exhibit nor indicated otherwise in a legal agreement with CareOregon, CareOregon will reimburse Provider for services at 100% of applicable DMAP/OHP Fee Schedule in effect on dates of services. For Covered Services that have no DMAP/OHP Fee Schedule value in effect on dates of service, CareOregon will apply the CareOregon payment policy in effect on dates of service. CareOregon will not reimburse for services that are neither Covered Services nor specified in a legal agreement with CareOregon.

D. DISCRETIONARY COMPENSATION

CareOregon within its sole discretion may, from time-to-time, establish a program or programs to encourage the improvement of the delivery of health care to its Members. Any such program(s) together with the criteria for participation by Providers in the program(s) will be governed and administered by written policies and program descriptions developed by CareOregon, and the Provider Agreement will be amended accordingly.

E. CONFIDENTIALITY

This Exhibit and documents referenced in this Exhibit contain confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

F. OTHER

Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

**EXHIBIT D
PROGRAM ATTACHMENT**

OUTPATIENT MENTAL HEALTH SERVICES

B. SERVICE DESCRIPTION

1. Outpatient mental health services is defined as a publicly or privately-operated program as defined in OAR 309-019-0105 (76) that include a combination of time-limited assessment; individual, family and group therapy; medication management; case management; skills training and/or service coordination for Members with social, emotional, and/or mental health conditions that impair daily functioning.
2. Outpatient mental health services is intended to quickly promote or restore an individual's previous level of high function/stability or maintain social/emotional functioning. Outpatient mental health services are intended to be focused and time-limited, and a Member is transitioned once the Member is able to function and maintain their social, emotional and/or mental health without ongoing recovery support services. Services provided to the Member may include services that are delivered in the community or in-home as mutually agreed on by the Provider and Member.
3. Provider agrees to deliver specific outpatient mental health services in consultation with the CareOregon and as determined by the needs of the Member. Specific outpatient mental health services can include, but are not limited to, cultural or linguistic capacity; clinical complexity; or specialized practices.
4. Provider shall maintain required access for routine, urgent and emergent appointments within timelines per the access requirements outlined in CareOregon's Provider Manual.
5. Provider shall deliver 24-hour, seven day a week telephonic or face-to-face crisis support coverage as outlined in OAR 309-019-0150, as applicable.
6. Provider shall ensure follow-up care for Members after discharge from a hospital for mental illness within seven (7) calendar days of hospital discharge or within three (3) days for members in intensive care coordination.
7. Provider shall improve outcomes through the application of Outcomes Based Care approach(es) as described within the CareOregon Provider Manual.
8. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by substance use disorder and mental health providers, as applicable.
9. Provider must deliver services in a trauma informed and culturally appropriate manner.
10. Provider agrees to deliver services in accordance with the Prioritized List of Health Services current at the time services are rendered.

11. Provider must comply with OAR 410-141-0180, Oregon Health Plan Prepaid Health Plan Record Keeping.
12. Provider shall comply with ORS 182.515 and 182.525, Evidence Based Programs.
13. Provider shall comply with all credentialing requirements described in this Agreement, CareOregon's policies, and any other applicable regulatory requirements, in effect at the time services are rendered.
14. Provider agrees to deliver services in accordance with CareOregon's policies, including Provider Manual in Exhibit G, in effect at the time services are rendered.
15. Provider shall deliver services under this Exhibit to Members as indicated below and defined by applicable regulations.

Case Rate, Levels of Care	
Adult	Youth
<input checked="" type="checkbox"/> Level A	<input checked="" type="checkbox"/> Level A
<input checked="" type="checkbox"/> Level A MRDD	<input type="checkbox"/> Level A MRDD
<input checked="" type="checkbox"/> Level B	<input checked="" type="checkbox"/> Level B
<input checked="" type="checkbox"/> Level B SPMI	<input type="checkbox"/> Level B SPMI
<input checked="" type="checkbox"/> Level C	<input checked="" type="checkbox"/> Level C
<input checked="" type="checkbox"/> Level C SPMI	<input type="checkbox"/> Level C SPMI
<input type="checkbox"/> Level D TAY	<input type="checkbox"/> Level D TAY
<input type="checkbox"/> Level D ICM	<input type="checkbox"/> Level D ICM

EXHIBIT D-1
SCHEDULE OF PAYMENT FOR OHP/MEDICAID
OUTPATIENT MENTAL HEALTH SERVICES

This schedule establishes payment for Outpatient Mental Health Services rendered to OHP/Medicaid Recipients assigned to Health Share of Oregon CCO, LLC (Health Share) under this Agreement. CareOregon will use the formulas and other methodologies set forth in this Exhibit, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Exhibit as stated in Section 9.1.2 and 9.1.3 of the Agreement. “Non-Material Changes” shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

A. PAYMENT TERMS

1. Effective January 1, 2020, CareOregon shall reimburse Provider as described in the CareOregon Mental Health Case Rate Table and the CareOregon Authorization Rules. CareOregon and Provider agree that CareOregon Mental Health Case Rate Table and the CareOregon Authorization Rules shall be incorporated by reference into this Exhibit and that any changes to CareOregon Mental Health Case Rate Table shall be mutually agreed upon by both parties in writing and that such writing shall be acceptable in electronic format.
2. Case rates will be paid in full at point of first valid encounter only. Any changes to the case rates must be negotiated with CareOregon.
3. A risk corridor will be calculated to evaluate case rate payments in relation to the fee-for-service equivalent value of the encounterable services. There will be one regional risk corridor effective each Fiscal Year (July 1 through June 30) with an 80% floor and a 125% ceiling. The regional risk corridor will be calculated annually, approximately 180 days following the end of each Fiscal Year, to reflect the activity within that Fiscal Year. Fee-for-Service equivalent values are assigned to approved encounters using the lesser of the Provider’s billed rate, or the rate published in the CareOregon fee schedule in effect on the date of service of the encounter. Please note that if a Provider’s usual and customary billed rate is lower than CareOregon’s Fee-For-Service equivalent, then the Provider’s usual and customary billed rate will be used to calculate the risk corridor.

C. OTHER PAYMENT SPECIFICATIONS

Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to CareOregon’s Third Party Administrator, consistent with CareOregon’s policies and in accordance with OAR 410-141-3420.

D. DEFAULT REIMBURSEMENT OHP PLANS

For Covered Services that meet CareOregon's prior authorization requirements that are neither covered under this Exhibit nor indicated otherwise in a legal agreement with CareOregon, CareOregon will reimburse Provider for services at 100% of applicable DMAP/OHP Fee Schedule in effect on dates of services. For Covered Services that have no DMAP/OHP Fee Schedule value in effect on dates of service, CareOregon will apply the CareOregon payment policy in effect on dates of service. CareOregon will not reimburse for services that are neither Covered Services nor specified in a legal agreement with CareOregon.

E. DISCRETIONARY COMPENSATION

CareOregon within its sole discretion may, from time-to-time, establish a program or programs to encourage the improvement of the delivery of health care to its Members. Any such program(s) together with the criteria for participation by Providers in the program(s) will be governed and administered by written policies and program descriptions developed by CareOregon, and the Provider Agreement will be amended accordingly.

F. CONFIDENTIALITY

This Exhibit and documents referenced in this Exhibit contain confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

G. OTHER

Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

EXHIBIT E
PROGRAM ATTACHMENT

SUBSTANCE USE DISORDER, OUTPATIENT SERVICES

H. SERVICE DESCRIPTION

1. Substance Use Disorder (SUD) Outpatient Services is a publicly or privately-operated program as defined in ORS 430.010 and OAR 309-019-0105(75) and generally provide professionally-directed screening, evaluation, treatment, and ongoing recovery and disease management services for Members with substance use disorders. These services are consistent with American Society of Addiction Medicine (ASAM) Levels 1.0 and 2.1.
2. SUD Outpatient Services therapy involves skilled treatment services, which may include individual and group counseling, motivational enhancement, family therapy, educational groups, occupational and recreational therapy, psychotherapy, addiction pharmacotherapy, or other therapies.
3. Provider shall deliver Substance Use Disorder Outpatient Services to adult Members 18 years and older and emancipated minors, pursuant to OAR 309-019-0105(6), ASAM Levels 1.0 and 2.1.
4. Provider shall deliver Substance Use Disorder Outpatient Services to youth Members under the age of 18 years, or an eligible individual who is determined to be developmentally appropriate for youth services until the age of 21 years, pursuant to OAR 309-019-0105(5, 19) and OAR 309-019-0185, ASAM Levels 1.0 and 2.1.
5. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by substance use disorder and mental health providers, as applicable.
6. Provider must deliver services in a trauma informed and culturally appropriate manner.
7. Provider agrees to deliver services in accordance with the Prioritized List of Health Services current at the time services are rendered.
8. Provider must comply with OAR 410-141-0180, Oregon Health Plan Prepaid Health Plan Record Keeping.
9. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
10. Provider shall comply with all credentialing requirements described in this Agreement, CareOregon's policies, and any other applicable regulatory requirements, in effect at the time services are rendered.

11. Provider agrees to deliver services in accordance with CareOregon's policies, including Provider Manual as set out in Exhibit G, in effect at the time services are rendered.
12. Provider shall deliver services under this Exhibit to Members as indicated below and defined by applicable regulations.

Members Eligible for Services
<input checked="" type="checkbox"/> Adults
<input checked="" type="checkbox"/> Youth

EXHIBIT E-1
SCHEDULE OF PAYMENT FOR OHP/MEDICAID

SUBSTANCE USE DISORDER, OUTPATIENT SERVICES

This schedule establishes payment for Substance Use Disorder, Outpatient Services rendered to OHP/Medicaid Recipients assigned to Health Share of Oregon CCO, LLC (Health Share) under this Agreement. CareOregon will use the formulas and other methodologies set forth in this Exhibit, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Exhibit as stated in Section 9.1.2 and 9.1.3 of the Agreement. "Non-Material Changes" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

G. PAYMENT TERMS

Effective January 1, 2020, CareOregon shall reimburse Provider as described in the CareOregon Fee Schedule and CareOregon Authorization Rules. CareOregon and Provider agree that CareOregon's Fee Schedule and the CareOregon Authorization Rules shall be incorporated by reference into this Exhibit and that any changes to CareOregon's Fee Schedule shall be mutually agreed upon by both parties in writing and that such writing shall be acceptable in electronic format.

H. OTHER PAYMENT SPECIFICATIONS

Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to CareOregon's Third Party Administrator, consistent with CareOregon's policies and in accordance with OAR 410-141-3420.

I. DEFAULT REIMBURSEMENT FOR OHP PLANS

For Covered Services that meet CareOregon's prior authorization requirements that are neither covered under this Exhibit nor indicated otherwise in a legal agreement with CareOregon, CareOregon will reimburse Provider for services at 100% of applicable DMAP/OHP Fee Schedule in effect at date of services. For Covered Services that have no DMAP/OHP Fee Schedule value in effect on the date of service, CareOregon will apply the CareOregon payment policy in effect at the date of service. CareOregon will not reimburse for services that are neither Covered Services nor specified in a legal agreement with CareOregon.

J. DISCRETIONARY COMPENSATION

CareOregon within its sole discretion may, from time-to-time, establish a program or programs to encourage the improvement of the delivery of health care to its Members. Any such program(s) together with the criteria for participation by Providers in the program(s) will be governed and administered by written policies and program descriptions developed by CareOregon, and the Provider Agreement will be amended accordingly.

K. CONFIDENTIALITY

This Exhibit and documents referenced in this Exhibit contain confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

L. OTHER

Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

EXHIBIT F
PROGRAM ATTACHMENT
SUPPORTIVE EMPLOYMENT SERVICES

I. SERVICE DESCRIPTION

Provider shall provide supportive employment services with evidence-based, culturally, and linguistically appropriate clinical services and strategies which support mental health recovery for CareOregon Members enrolled with Health Share/Clackamas County. If additional capacity is available, services may be allocated to other CareOregon Members enrolled with Health Share.

1. Supportive Employment Services

- a. Supported Employment (SE) is an evidence-based practice with services intended to promote rehabilitation and return to productive employment. Programs use a team approach to engage and retain clients in treatment and provide the supports necessary to ensure success in the workplace. Program components include:
 - i. A focus on competitive employment
 - ii. Rapid job searches soon after the client expresses interest
 - iii. Jobs tailored to individuals
 - iv. Time-unlimited follow-along supports
 - v. On-the-job support to client and employer
 - vi. Integration of supported employment and mental health services
 - vii. Zero exclusion criteria (that is, no one is screened out because they are not ready)
 - viii. Service coordination/case management
- b. SE services should be integrated with other treatment provided within the agency. Supports for Members involved in this program should be individualized to maintain employment and should continue as long as Members want the assistance. Choices and decisions about work and support are individualized based on Members' preferences, strengths, and experiences. Provider agrees to use clinical judgment to determine which services are appropriate, and what frequency of care is medically necessary.
- c. The principles of Supported Education include:
 - i. Eligibility is based on client choice
 - ii. Services are community-based
 - iii. Supported Education is integrated with mental health treatment
 - iv. Supported Education starts soon after a person expresses interest
 - v. Individualized follow-along supports are ongoing
 - vi. Individual preferences guide services
 - vii. Supported Education is strengths focused and promotes hope, and recovery
- d. Provider shall provide SE services in accordance with the Supported Employment Fidelity Scale.

- e. Provider shall assist Members in gaining employment in jobs while housed in natural settings within their communities. Provider shall deliver SE services which have a Member focused rapid job search and placement in competitive permanent, career-oriented jobs in diverse integrated settings in the community. Provider shall not require prevocational training for Members interested in pursuing employment. Provider shall not exclude Members from employment services based on job readiness, substance abuse, noncompliance with medications, level of intellectual functioning, or presence of symptoms.
 - f. Provider will maintain fidelity with a score of 100 or higher and continually strive toward high fidelity as determined by the Oregon Supported Employment Center for Excellence (OSECE) Provider will submit fidelity review written report to CareOregon within 60 days of receiving it from OSECE.
 - g. Provider will place a percentage of enrolled Members served in competitive employment that is within 10% of the statewide average.
2. For all programs under this Exhibit, Provider shall comply with ORS 182.515 and 182.525 Evidence-Based Programs.

J. STAFFING

1. Supportive Employment Services
 - a. Employment Specialists shall generally carry a caseload with approximately twenty (20) clients and will not have mixed caseloads with clients from other non-Supported Employment services.
 - b. Services should be integrated with other treatment provided within the agency. Supports for clients involved in this program should be individualized to maintain employment and should continue as long as Members want the assistance. Choices and decisions about work and support are individualized based on the person's preferences, strengths, and experiences. Provider agrees to use clinical judgment to determine which services are appropriate, and what frequency of care is medically necessary.
 - c. Provider shall maintain capacity to meet service needs aligned with the number of slots that are funded by this Agreement, to meet the needs of Members requesting access or being referred by CareOregon.

K. CRISIS RESPONSE

Provider shall maintain an after-hours crisis response phone number and provide that response number to each County's Call Center Manager in every County they operate each year on July 1. Provider will notify Call Center management staff immediately if the after- hours crisis response phone number changes during the course of the year.

L. ELIGIBILITY AND AUTHORIZATION

1. Provider shall self-authorize SE Services using the SE authorization type in Ph-Tech's CIM system.
2. Members involved in this program must be enrolled with the provider agency as a Level A-D SPMI client. Eligibility for this program includes expressed desire by the client to work. No other criteria may be established to determine eligibility (i.e. limits on substance use, completing a period of volunteer work, etc.).

M. PROGRAM PERFORMANCE MEASURES

1. Provider shall send deliverables to CareOregon's designee as indicated on deliverables in this Exhibit.
2. Providers shall employ a system of internal review to evaluate the care being provided within the agency, to modify treatment plans, adjust level of care being provided and consider duration of treatment. Provider will have a system of internal utilization management to assure that services are medically necessary.
3. Provider shall develop, maintain and monitor a quality improvement plan consistent with Oregon Administrative Rule requirements including written policies, standards, and procedures. Provider will participate in the Regional Quality Management Committee. Consistent with the Quality Assurance and Performance Improvement Plan (QAPI), Provider will participate in quality improvement activities and follow established procedures for collection and distribution of all required quality improvement indicators.
4. Services will be reviewed critically to determine if medically necessary and modified to reflect the Member's need rather than to simply maintain the status quo. Any service not determined to be medically necessary will be eliminated or transitioned to other community providers such as support groups, religious organizations, Member-run programs, etc.
5. Notwithstanding any other payment provision of this Agreement, failure of Provider to submit required reports when due, may result in the withholding or reduction of payments under this Agreement. Such withholding of payment for cause may continue until Provider submits required reports, or establishes, to CareOregon's satisfaction that such failure arose out of causes beyond the control and without the fault or negligence of Provider.

N. OTHER

1. In the event of a discrepancy between this Exhibit and the Agreement or any other documents incorporated into the Agreement by reference, the Exhibit shall prevail.
2. All regulations not referenced in this Agreement but applicable to the services under this Exhibit provided by the Provider are incorporated into this Agreement.
3. For all programs under this Exhibit, Provider shall comply with ORS 182.515 and 182.525

Evidence-Based Programs.

4. **Provider is to meet all credentialing requirements stated in this Agreement and all documents incorporated by reference in this Agreement, including but not limited to the Provider Manual and Credentialing Delegation Exhibit.**

EXHIBIT F-1

SCHEDULE OF PAYMENT FOR OHP/MEDICAID SUPPORTIVE EMPLOYMENT SERVICES

This schedule establishes payment for supportive employment rendered to OHP/Medicaid Recipients assigned to Health Share of Oregon CCO under this Agreement. CareOregon will use the formulas and other methodologies set forth in this Exhibit and the Fee Schedule, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Exhibit and the Fee Schedule as stated in Section 9.1.3 of the Agreement. "Non-Material Changes" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

A. PAYMENT TERMS

1. Effective January 1, 2020 to December 31, 2020, CareOregon shall compensate Provider on an annual cost reimbursement model for Members receiving services described in this Exhibit. The monthly payment amount shall not exceed **\$5,000.00**. per month for all Members receiving services under this Exhibit based on the Annual Budget Report as reviewed and approved by CareOregon. Prior to CareOregon's approval of the Annual Budget Report, the total annual reimbursement amount for this Exhibit is estimated by CareOregon to be **\$60,000.00**. Monthly settlement will be based on actual verifiable costs of the program minus revenues collected.
2. In addition to terms defined elsewhere in this Agreement, the following capitalized terms when used this Exhibit shall have the meanings set forth below.

"Verifiable Cost" means cost of services associated with the program that are verifiable with supporting payrolls, time records, invoices, contracts, vouchers, orders, and any other accounting documents pertaining in whole or in part to this Agreement.

"Revenue" means payments collected from claims submission, APM's or other sources including Open Card and/or private insurance.
3. Provider shall submit an Annual Budget Report within five (5) business days of this Agreement's effective date that will be reviewed and upon approval, added as Attachment A, Exhibit F, Annual Budget for 2020. A revised annual budget(s) is due within thirty (30) calendar days of an amendment to this Agreement if cumulative year-to-date dollar change exceeds 25%. Provider shall submit an Annual Budget Report only for services that are paid on a cost reimbursement basis.
4. Payment shall be made to Provider within thirty (30) calendar days of CareOregon receiving an invoice that meets requirements specified in Section B, Payment Reporting and Monitoring of this Exhibit.
5. Funding under this Exhibit may be adjusted by CareOregon through an amendment as indicated in Section 9.1.3 of this Agreement. If funding is changed by an amendment to this Agreement, the amendment must be effective prior to Provider performing work subject to the amendment.

In addition, provider shall not transfer funds from one service to another service under this Agreement without mutual consent by both parties in writing and an amendment that specifies the changes.

B.PAYMENT REPORTING AND MONITORING

1. Provider shall submit monthly invoices to CareOregon's designee by the 20th day of the month following the month that services provider under this Exhibit. Invoices shall include the following information:
 - a. Email subject line: Provider Name, Monthly Invoice, Exhibit Name
 - b. Document title: Provider Name, Monthly Invoice, Exhibit Name
 - c. Dates of service
 - d. Number of Members served
 - e. Revenue collected from claims submission, APM's and/or other sources
 - f. Total cost of services under this Exhibit less revenue collected, including Open Card and/or private insurance.
2. Monthly invoices submitted by Provider to CareOregon under this Exhibit shall:
 - a. Be verifiable with supporting payrolls, time records, invoices, contracts, vouchers, orders, and any other accounting documents pertaining in whole or in part to this Agreement.
 - b. Include the total amount billed to date by Provider prior to the current invoice.
 - c. Be segregated by service items within the agency accounting system and reported on the required fiscal reports.
 - d. Abide by Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements, Section 2.13 of this Agreement, and CareOregon's policies.
3. CareOregon will review the monthly invoices and Payment shall be made to Provider within thirty (30) calendar days of CareOregon receiving an invoice that meets requirements specified in this Section.
4. Payment to Provider for services is contingent upon Provider meeting CareOregon's authorization requirements, including as applicable, CareOregon's Authorization Rules, as referenced in Exhibit G.
5. Encounter claims submission for all services provided under this Exhibit are required and shall continue to the terms and requirements of this Agreement. Provider shall submit encounter claims for 100% of all billable services provided under this Exhibit. This includes services identified by CPT and HCPCS codes paired with covered diagnoses on the Oregon Health Plan Prioritized List of Health Services and non-billable codes. Provider shall ensure its full cost of each service is submitted as billed charges on the claims. These claims will be used to properly represent care provided to members in the encounter data submitted to the State and CMS.

C.DISCRETIONARY COMPENSATION

CareOregon within its sole discretion may, from time-to-time, establish a program or programs to

encourage the improvement of the delivery of health care to its Members. Any such program(s) together with the criteria for participation by Providers in the program(s) will be governed and administered by written policies and program descriptions developed by CareOregon, and the Provider Agreement will be amended accordingly.

D.CONFIDENTIALITY

This Exhibit and the Fee Schedule contains confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

E.TERM AND TERMINATION

This Exhibit shall be applicable for the time period January 1, 2020 through December 31, 2020. This Exhibit is renewable upon termination at the discretion of CareOregon. Either party may terminate this Exhibit with a written, 30-day notice.

F.OTHER

Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

EXHIBIT G

CAREOREGON POLICIES AND PROCEDURES

County is obligated to the terms and conditions of all of the following CareOregon policies and procedures as referenced in the Provider Manual:

Policy and Procedure	Provider Manual Section and Page(s)
Delegated Functions and Oversight	Requirements for Delegated Organizationally Contracted Providers Pages 22-23
Delegated Entity Correction Action and Sanctions	Provider Audits Page 26
Fraud, Waste and Abuse Prevention and Detection	Fraud, Waste and Abuse Page 26
Management and Retention of Records	Privacy and Confidentiality of Member Information and Records Page 14
Recovery of Overpayments from Providers	Overpayment Recoveries Page 26
Reporting of Overpayments Due to FWA	Overpayment Recoveries Page 26
Provider Selection and Credentialing	Credentialing and Re-Credentialing Requirements Page 23-25
Grievance System Overview	Members Complaints Page 12-13
Members Rights Non-Discrimination Member Grievances	Members Rights Page 9-10
Advance Directives and Declaration for Mental Health Treatment	Declaration for Mental Health Treatment Page 10
Transformation, Quality and Performance Improvement	Provider Audits Page 26
Access to Care	Access Page 8-9
Transitions of Care	Transfers Page 11
Prior Authorizations	Utilization Management Criteria for Behavioral Health Page 7

April 9, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Agreement #9528 to a Personal Services Agreement
with Northwest Family Services (NWFS),
for Patient Referrals for Behavioral Healthcare Services.

Purpose/Outcomes	Provides Clackamas Health Centers (CHC) patient referrals for Psychiatric Medication Management services.
Dollar Amount and Fiscal Impact	This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	Oregon Health Plan (OHP).
Duration	Effective upon signature and terminates December 31, 2021.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on January 27, 2020.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	9528

BACKGROUND:

Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval of Agreement #9538 to a Personal Services agreement with Northwest Family Services (NWFS) for the purpose of providing Behavioral Health services.

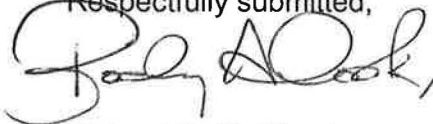
NWFS and CHC desire to enter into this Personal Services Agreement under which CHC will provide Psychiatric Medication Management services. NWFS clients will be referred to a CHC Provider to complete their treatment services for Psychiatric Medication Management.

The Agreement is effective upon signature and will continue until December 31, 2020.

RECOMMENDATION:

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

Respectfully submitted,

 H3S Deputy / FOR

Richard Swift, Director
Health, Housing, and Human Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #9528**

This Professional Services Contract (this "Contract") is entered into between Northwest Family Services ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of Health, Housing, and Human Services, by and through its Health Centers Division.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become **effective upon signature of both parties**. Unless earlier it is terminated or extended, this Contract **shall expire on December 31, 2021**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Patient Referrals for Psychiatric Medication Management ("Work"), further described in **Exhibit A**.
- 3. Consideration.** The Contractor agrees to pay County, any funding owed as outlined in Exhibit A, for accomplishing the Work required by this Contract.
- 4. Invoices and Payments.** Specified in Exhibit A.
- 5. Travel and Other Expense.** Authorized: Yes (Mileage only) No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A and Exhibit B.

7. Contractor and County Contacts.

Contractor	County
Administrator: Rose Fuller Phone: 503-546-6377 Email: rfuller@nwfs.org	Administrator: Deborah Cockrell Phone: 503-742-5495 Email: dcockrell@clackamas.us

ARTICLE II.

- 1. ACCESS TO RECORDS.** County shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.

3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and

disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Suite 367, Oregon City, OR 97045 or healthcenterap@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Suite 367, Oregon City, OR 97045, or healthcenterap@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall

execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16 and 21, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract.

Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

- 19. TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon sixty (60) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience

or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

28. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

#9528 Northwest Family Services
Personal Services Contract

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Northwest Family Services

Clackamas County, signing on behalf of the Board of County Commissioners by:

Rose Fuller 1.23.20
Authorized Signature Date

Richard Swift Date

Rose Fuller / Title (Printed)

Approved as to Form:

____ 170100-18 _____
Oregon Business Registry #

____ N/A _____
County Counsel Date

____ Domestic Nonprofit Corporation _____
Entity Type / State of Formation

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**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

Scope of Work:

- Provider employed by County will serve as a Psychiatric Nurse Practitioner and will work exclusively with Contractor's Behavioral Health clients in the capacity of a prescriber/reviewer of medication necessity (Medication Management).
- Provider will perform services on-site and have access to EPIC on a County issued laptop in a dedicated office space to be arranged with Contractor. Provider will serve clients on-site in conjunction to other services.
- The intent of Provider's services is to reduce barriers to patients seeking Behavioral Healthcare services.
- Provider's hours of work will be determined between Contractor and County as the service is implemented.
- Provider will be credentialed and insured through County.

Compensation:

- Every six months a financial review will be conducted to determine if the personnel costs of the Provider exceed the revenue generated by visits. If personnel costs exceed services rendered, then Contractor will reimburse County for the difference.
- Payment arrangements will be agreed to by County and Contractor should a reimbursement by Contractor be warranted. The total amount of the agreement is unknown because the number of patients cannot be projected with certainty.

EXHIBIT B

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

This Qualified Service Organization Business Associate Agreement ("Agreement") is entered into as of upon signature ("Effective Date") by and between **Clackamas County Health, Housing and Human Services, Health Centers Division** ("Covered Entity"), Health Centers Division Alcohol and Drug Treatment Program ("Program") and **Northwest Family Services** ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA"), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 ("Confidentiality Rule").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;
Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement ("Services Agreement");
Whereas, such information may be Protected Health Information ("PHI") as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;
Whereas, the Parties agree to establish safeguards for the protection of such information;
Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules and the Confidentiality Rule;
Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 "Breach" is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member's course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Covered Entity" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 "Disclose" or "disclosure" shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.

- 1.5 "Effective Date" shall be the Effective Date of this Agreement.
- 1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 "Program" shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.
- 1.14 "Qualified Service Organization" shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an

- Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
 - 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
 - 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
 - 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
 - 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
 - 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or

- who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:
- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach,

except when law enforcement requires a delay pursuant to 45 CFR §164.412.

This notice shall be:

- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
- b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
- d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.
If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.

6.3 Effect of Termination.

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct

losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.


7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.

7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
Northwest Family Services

Covered Entity
Clackamas County

By: 
Rose Fuller

By: _____
Richard Swift

Title: Executive Director

Title: Director, H3S

Date: 1.23.20

Date: _____



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 9, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement to
Provide Planning Services to the City of Gladstone

Purpose/ Outcomes	To adopt an updated intergovernmental agreement (IGA) to provide land use planning services to the City of Gladstone
Dollar Amount and Fiscal Impact	The IGA includes a provision for payment by the city of the full cost of the services to be provided. Rates are billed hourly based upon the charge-out rate of the employee performing the work, and includes overhead. Fiscal impact will be dependent on the demand for services.
Funding Source	There is no cost to the county. The city will pay the Planning and Zoning program for the cost of services provided by staff in the program.
Duration	Effective upon signature by the Board, the IGA will automatically renew annually unless terminated by either party 30 calendar days prior to the next renewal or with 90 days' notice for any reason.
Previous Board Action	The Board has previously approved IGAs with the City of Gladstone to provide land use planning services. The most recent was approved on February 1, 2001.
County Counsel Review	This IGA was reviewed and approved by County Counsel on February 20, 2020. (NB)
Strategic Plan Alignment	<p>1. <i>How does this item align with your Department's Strategic Business Plan goals?</i></p> <p>By assisting the City of Gladstone with planning services we further our goal of providing the residents, property owners, development community and businesses of Clackamas County with a well-planned and vibrant community, leading to a greater ability to invest and develop property.</p>

	<p>2. <i>How does this item align with the County's Performance Clackamas goals?</i></p> <p>While not specifically outlined in the Board's Priorities, Performance Clackamas guides us to support growing a vibrant economy and building a strong infrastructure. By providing land use planning services to a city in our County, we foster the development of land for new housing, businesses, and other uses. This development provides places to live, work and play – creating economic opportunity and community infrastructure.</p>
Contact Person	Jennifer Hughes, Planning Director (503)742-4518

BACKGROUND:

For several decades, the City of Gladstone has contracted with the county to provide land use planning services, with the current intergovernmental agreement also including building code (permitting and plan review) functions.

The updated IGA is proposed for several reasons:

- To update the IGA so it conforms to the current format for such documents;
- To recognize changes to the respective planning-related duties of city and county staff, and;
- To remove the provisions related to building permit services, as the city never assumed their building codes program, so by administrative rule (OAR 918-020), the building services are directly under the County's jurisdiction and do not require an IGA.

The Gladstone City Council approved the IGA, and the Mayor signed it on March 10, 2020.

RECOMMENDATION:

Staff respectfully recommends approval of the IGA for the provision of land use planning services to the City of Gladstone.

Respectfully submitted,

Jennifer Hughes

Jennifer Hughes, Planning Director
 Department of Transportation and Development

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF GLADSTONE RELATED TO PLANNING SERVICES

THIS AGREEMENT (this "Agreement") is entered into between Clackamas County ("COUNTY"), a corporate body politic, by and through its Department of Transportation and Development, and the City of Gladstone ("CITY"), a municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the City desires a contractual relationship with the County whereby the County will be responsible for providing certain land use planning services on behalf of the City;

WHEREAS, the City wishes to have the County provide services the City would be otherwise obligated to provide for administering land use regulations and processing land use permit applications; and

WHEREAS, the City and the County desire to provide excellent public service to their citizens and accomplish this goal in the most effective and efficient manner; and

WHEREAS, the County agrees to provide the above-described services and the City agrees to pay for the provision of these services under the conditions set forth in this Agreement and in consideration of the fees set out below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Initial Term and Renewal.** This Agreement shall be effective upon execution and shall automatically renew each calendar year on March 31 for successive one-year terms. Either Party may elect not to renew the Agreement by providing written notice to the other at least 30 calendar days prior to the effective date of the next renewal.
2. **Scope of Services.** Nothing in this Agreement shall be construed as an assumption of other City programs not specifically listed in this Agreement, including, but not limited to code enforcement.
3. **Revenue Collection by the County.** The County will collect all fees from applications filed and permits issued under this Agreement, including but not limited to land use application permits. Permit revenue shall be distributed pursuant to Section 4.

4. Rights and Obligations of the County.

A. The County hereby agrees to administer land use regulations and shall process land use applications pursuant to the City's applicable comprehensive plan, zoning, partitioning and subdivision provisions. Specific services may include:

- i. Receiving all land use applications and accompanying fees, and providing the city administrator, or designee, with a monthly report of all applications;
- ii. Reviewing land use applications for completeness and notifying applicants and the city administrator, or designee, accordingly;
- iii. Conducting all pre-application meetings and responding to substantive inquiries regarding specific development proposals, and providing the city administrator, or designee, notice of such meetings and copies of minutes, if any, from such meetings;
- iv. Notifying the public as required by state and applicable local provisions;
- v. Issuing appropriate notices to state and regional agencies, including the Department of Land Conservation and Development and Metro, as required by state and local laws, and providing copies of the same to the city administrator, or designee;
- vi. Circulating and compiling requests for comments from City departments;
- vii. Preparing staff reports for land use applications subject to Planning Commission review and providing copies of the same to the city administrator, or designee;
- viii. Issuing final written decisions on quasi-judicial and administrative applications as provided in the City's applicable comprehensive plan, zoning, partitioning and subdivision provisions;
- ix. Creating and maintaining land use application files until transferred to the City;
- x. Preparing presentations for Planning Commission and City Council meetings;
- xi. Attending meetings of the City Council, Planning Commission, Citizen Advisory Committees and other public agencies or civic groups as required for purposes of administering land use regulations and processing land use permit applications;
- xii. Reviewing applications for building permits and certificates of occupancy for land use compliance;
- xiii. Performing public services tasks such as responding to land use and other planning inquiries, dispersing related informational handouts and materials, and evaluating and approving land use compatibility statements;
- xiv. Performing other related tasks specifically requested by the City and agreed to in writing by the County.

B. The County may provide long-range planning services as mutually agreed upon by both the City and the County.

- i. Services covered under this section may include, but are not limited to, legislative amendments to the City's comprehensive plan, zoning, partitioning and subdivision provisions.
 - ii. Services covered under this section, including the financing or budgeting of these services, will be considered by the County on a case-by-case basis upon written request by the City.
 - iii. Upon receipt of a written request from the City to perform services covered under this section, the County shall advise the City within fourteen (14) days of its decision to accept or decline the request.
 - iv. If the County accepts the request, the County will provide a quote to the City outlining the work to be done with estimated labor and material costs in accordance with this Agreement before commencing any work. Prior to any work being started, the quote must be signed by the City Administrator for the City and the Planning Director for the County, or their respective designees.
- C. The County may provide other community planning-related services on an as needed basis as mutually agreed upon by both the City and the County.
- i. Services covered under this section may include, but are not limited to, services related to the compilation and reporting of data to state and federal agencies.
 - ii. The County shall consider the provision of community planning-related services upon written request by the City.
 - iii. Upon receipt of a written request from the City to perform community planning-related services, the County shall advise the City within fourteen (14) days of its decision to accept or decline the request.
 - iv. If the County accepts the request, the County will provide a quote to the City outlining the work to be done with estimated labor and material costs in accordance with this Agreement before commencing any work. Prior to any work being started, the quote must be signed by the City Administrator for the City and the Planning Director for the County, or their respective designees.
- D. The County will administer the City's fee structure for all land use permit applications.
- E. The County shall submit a detailed monthly invoice to the City with work descriptions, labor costs, and material costs for services performed pursuant to this Agreement. The invoice shall be issued within sixty (60) days of performing the work. Labor rates shall be established by the County and shall include overhead (which includes fringe benefits). Labor rates may be updated annually by the County. The County's rates for staff as of the effective date of this Agreement are attached hereto and fully incorporated herein as Exhibit "A". The City may request, and the County shall provide, a schedule of the labor rates currently in effect for those positions that may perform work under this Agreement.
- F. At least once every calendar quarter, the County shall produce a summary for the City that identifies the land use applications the County received on behalf of the City, and the revenues collected from permit application fees. At the time the County provides the

summary described in this section, the County shall transfer any revenues collected from permit application fees to the City.

G. The County shall submit invoices to the City at the following address:

City of Gladstone
Attention: City Administrator
525 Portland Ave.
Gladstone, OR 97027

5. Rights and Obligations of the City.

- A. The City shall coordinate with the County in the administration of the services provided through this Agreement.
- B. The City shall provide at least 30 days' notice to the County prior to any proposed change to the City's fee schedule.
- C. The City shall compensate the County for all labor costs, consistent with Section 4(E). Any out of pocket expenses or transportation vehicle expenses incurred while performing services under this Agreement shall be agreed to in advance and in writing by the Clackamas County Planning Director or his or her designee, and the Gladstone City Administrator or his or her designee.
- D. The City shall compensate the County for the services provided based on the rates established by the County to local governments. The County's rates for staff as of the effective date of this Agreement are attached hereto and fully incorporated herein as Exhibit "A".
- E. The City shall pay the County for invoices submitted by the County for costs billed pursuant to this Agreement and incurred by the County. The City shall issue payment to the County for approved costs within 30 days of receipt of invoices. The City shall remit payment to the County at the following address:

Clackamas County
DTD Administration – MS1
150 Beaver Creek Rd.
Oregon City, OR 97045

6. Liaison.

- A. The Clackamas County Planning Director or his or her designee will act as liaison for the County for this Agreement.

Contact Information:

Clackamas County
Planning and Zoning Division
150 Beaver Creek Rd
Oregon City, OR 97045

- B. The Gladstone City Administrator or his or her designee will act as liaison for the City for this Agreement.

Contact Information:

City of Gladstone
525 Portland Ave
Gladstone, OR 97027

- C. Any notice required or permitted under this Agreement shall be given to the above named individuals and shall become effective when actually delivered or forty-eight (48) hours after its deposit in the United States mail, addressed to such address as may be specified from time to time by a Party or Parties in writing.

7. Termination.

- A. Either the County or the City may terminate this Agreement at any time, with or without cause, by providing 90 days' written notice to the other Party.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

8. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or

successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by negligent or willful acts performed under this Agreement by the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by negligent or willful acts performed un the Agreement by the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

9. General Provisions

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of 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. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** County and City shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be

required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. County and City shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, each Party shall permit the other Party's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. This Agreement specifically supersedes that "Contract for Continuing Planning Services and Building Services By and Between the City of Gladstone, Oregon and Clackamas County Department of Transportation & Development" dated February 1, 2001 by and between the Parties (the "2001 Agreement"). The Parties agree that the 2001 Agreement is hereby terminated. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- K. **Subcontract and Assignment.** The County shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the City, which approval may not be unreasonably withheld.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in sections 8 and 9 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, each Party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.


[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

City of Gladstone

Chair, Board of County Commissioners



Date

3/10/2020

Date

Recording Secretary

, City Recorder

Active Employee List with Current Charge-Out Rates

As of 02/25/2020

Fund-Dept: 214-7441 PLANNING FUND | LAND USE & PERMITTING

Employee Name	Emp ID	Reg/ Temp	Full/ Part	Emp Class	Emp Class Descr	FACTORS				TOTAL CHARGE-OUT RATES		
						Class Labor Rate	Reg Fringe Rate	OT Fringe Rate	Ovrhd Rate*	Reg Labor Rate	OT Labor Rate	Reg Lbr Rate + Ovrhd*
AHRENS, MELISSA	28005	RG	FT	3313	PLANNER, SENIOR	\$55.4119	\$29.7225	\$0.0000	43.89%	\$85.1344	\$83.1179	\$122.4999
BLESSING, BENJAMIN	21955	RG	FT	3312	PLANNER 2	\$46.4563	\$23.4973	\$0.0000	43.89%	\$69.9536	\$69.6845	\$100.6562
CROSS, NICOLE	27951	RG	FT	3312	PLANNER 2	\$46.4563	\$23.4973	\$0.0000	43.89%	\$69.9536	\$69.6845	\$100.6562
DANCE, LIZBETH	27965	RG	FT	3311	PLANNER 1	\$40.9147	\$26.3793	\$0.0000	43.89%	\$67.2940	\$61.3721	\$96.8293
DAWSON, CAROL	8921	RG	FT	3318	PLANNER TRAINEE	\$36.7190	\$32.5381	\$0.0000	43.89%	\$69.2571	\$55.0785	\$99.6540
GLASGOW, CLAYTON	12778	RG	FT	3313	PLANNER, SENIOR	\$55.4119	\$29.7225	\$0.0000	43.89%	\$85.1344	\$83.1179	\$122.4999
HAMBURG, GLEN	27039	RG	FT	3313	PLANNER, SENIOR	\$55.4119	\$29.7225	\$0.0000	43.89%	\$85.1344	\$83.1179	\$122.4999
HANSCHKA, STEPHEN	16693	RG	FT	3313	PLANNER, SENIOR	\$55.4119	\$29.7225	\$0.0000	43.89%	\$85.1344	\$83.1179	\$122.4999
HUGHES, JENNIFER	6233	RG	FT	20358	PLANNING DIRECTOR*	\$62.6714	\$44.0643	\$0.0000	43.89%	\$106.7357	\$62.6714	\$153.5820
MCINTIRE, RICHARD	5813	RG	FT	3313	PLANNER, SENIOR	\$55.4119	\$29.7225	\$0.0000	43.89%	\$85.1344	\$83.1179	\$122.4999
NESBITT, LINDSEY	26877	RG	FT	20359	PLANNING MANAGER	\$59.0179	\$29.2214	\$0.0000	43.89%	\$88.2393	\$59.0179	\$126.9675
RENHARD, DARCY	22939	RG	FT	3622	ADMINISTRATIVE SPECIALIST 2	\$38.8881	\$33.9476	\$0.0000	43.89%	\$72.8357	\$58.3322	\$104.8033
RIEDERER, ANTHONY	28027	RG	FT	3313	PLANNER, SENIOR	\$55.4119	\$29.7225	\$0.0000	43.89%	\$85.1344	\$83.1179	\$122.4999
SALO, MICHELLE	27000	RG	FT	3054	PERMITS SPECIALIST	\$30.2786	\$25.5810	\$0.0000	43.89%	\$55.8596	\$45.4179	\$80.3764
THORNHILL, SUSAN	29292	RG	FT	3054	PERMITS SPECIALIST	\$30.2786	\$25.5810	\$0.0000	43.89%	\$55.8596	\$45.4179	\$80.3764
YADEN, ANDREW	27170	RG	FT	3311	PLANNER 1	\$40.9147	\$26.3793	\$0.0000	43.89%	\$67.2940	\$61.3721	\$96.8293

*Overhead rates shown on this report are only applied to regular hours on non-overhead projects.

Active Employee List with Current Charge-Out Rates
 As of 02/25/2020

Fund-Dept: 214-7442 PLANNING FUND | DTB LONG RANGE PLANNING

Employee Name	Emp ID	Reg/ Temp	Fu l/ Part	Emp Class	Emp Class Descr	FACTORS				TOTAL CHARGE-OUT RATES		
						Class Labor Rate	Reg Fringe Rate	OT Fringe Rate	Ovrhd Rate*	Reg Labor Rate	OT Labor Rate	Reg Lbr Rate + Ovrhd*
FIELDS, JOY	29121	RG	FT	3313	PLANNER, SENIOR	\$55.1000	\$39.2714	\$0.0000	43.18%	\$94.3714	\$82.6500	\$135.1210
FRITZIE, MARTHA	20881	RG	FT	3313	PLANNER, SENIOR	\$55.1000	\$39.2714	\$0.0000	43.18%	\$94.3714	\$82.6500	\$135.1210
GONZALES, LORRAINE	12333	RG	FT	3313	PLANNER, SENIOR	\$55.1000	\$39.2714	\$0.0000	43.18%	\$94.3714	\$82.6500	\$135.1210

*Overhead rates shown on this report are only applied to regular hours on non-overhead projects.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 9, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Oregon Public Works Emergency Response
Cooperative Assistance Agreement

Purpose/ Outcomes	This Agreement is between the government agencies (local, county, or state) that have executed the Agreement. This is a cooperative assistance agreement so that in the event of an emergency as defined in ORS 401.025 (5), the parties who have executed this agreement may need assistance to provide supplemental personnel, equipment, or other support.
Dollar Amount and Fiscal Impact	There will be no fiscal impact unless there is an emergency and then each event will be negotiated between the two agencies involved.
Funding Source	Transportation Maintenance 215-7433, if required
Duration	This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated.
Previous Board Action/Review	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Helps keep a strong infrastructure and ensures safe communities 2. Provides maintenance to the traveling public so they can experience a clean, attractive and healthy community.
Counsel Review	Reviewed and approved by Nate Boderman, County Counsel on March 31, 2020.
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. If no, provide brief explanation. Item is an Cooperative Assistance Agreement
Contact Person	Terry S. Abbott, Transportation Operations Manager, 503-650-3218

BACKGROUND:

The last time Clackamas County participated in this Agreement for Public Works Cooperative Assistance was in 2011, and it should be reviewed and renewed every five years.

This agreement explains how the parties could exchange services and equipment during those times when a declaration of emergency is in effect. Clackamas County has established charge out rates for our equipment and are agreeable to materials being replaced at our discretion in lieu of cash payment.

The Oregon Department of Transportation (ODOT) Office of Maintenance maintains the master copy of this Agreement, including a list of all those governmental entities that have executed the agreement.

The parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions. Each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support.

Staff respectfully recommends that the Board of County Commissioners approve the attached Oregon Public Works Emergency Response Cooperative Assistance Agreement.

Respectfully submitted,

Terry S. Abbott

Terry S. Abbott
Transportation Operations Manager
Transportation Maintenance Division

OREGON PUBLIC WORKS EMERGENCY RESPONSE
COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
 - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
 - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
 - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
 - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
 - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

11. Non-exclusive

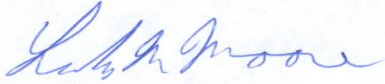
This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION



April 16, 2018

Luci Moore
Statewide Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency

County, Oregon

Authorized Representative

Date

Designated Primary Contact:

Office:

Contact:

Phone Number:

Emergency 24 Hour Phone Number:

Fax Number:

E-mail address (if available):

DRAFT

Approval of Previous Business Meeting Minutes:

March 5, 2020

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

<https://www.clackamas.us/meetings/bcc/business>

Thursday, March 5, 2020 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Chair Jim Bernard
Commissioner Ken Humberston
Commissioner Paul Savas
EXCUSED: Commissioner Sonya Fischer
Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Nancy Bush, Disaster Management gave an update to the Board regarding the Coronavirus. On Monday, March 2, 2020 the Board unanimous approved **Order No. 2020-09** declaring a local state of emergency and declaring emergency measures, regarding the response to the COVID-19.

~Board Discussion~

Chair Bernard read a statement regarding the coronavirus and discrimination.

I. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Al Notz, Molalla – spoke regarding a proposed hemp processing facility in Molalla. He invited the Commissioner to attend a public meeting in Molalla on March 17th at 6 pm to support the Molalla community.

~Board Discussion~

II. CONSENT AGENDA

Chair Bernard announced that we will remove consent agenda item E.1 from for further staff review. This item will come back before this Board at a later date.

He asked the Clerk to read the consent agenda by title only, then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda as amended.
Commissioner Savas: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

A. Health, Housing & Human Services

1. Approval of Revenue Grant Agreements (6) from Oregon Department of Education, Youth Development Division to fund PreventNet Community School Sites in Clackamas County – *Children, Family & Community Connections*
2. Approval of a Personal Services Contract with Youth ERA for a Drop-In Center and Peer Support for Youth/Young Adults in Transition - *Procurement*
3. Approval of a Personal Services Contract with Youth ERA for Youth and Young Adult Peer Support Services – *Procurement*

B. Department of Transportation & Development

1. Approval of Intergovernmental Agreement between Clackamas County and the City of Oregon City for Traffic Signal Maintenance and Transportation Engineering Services

C. Elected Officials

1. Request by the Clackamas County Sheriff's Office to Approve Amendments to the Agreement with the Oregon State Marine Board for Marine Patrol Services – CCSO
2. Approval of a Participant Intergovernmental Agreement between Clackamas County Sheriff's Office and City of Portland for the RegJIN Program Regional Partner Agency – CCSO

D. Community Corrections

1. Approval of Grant Agreement 20-024 between Clackamas County Community Corrections and Sub-Recipient Oregon Health and Science University for System-Level Diversion Strategies

E. Business & Community Services

1. ~~REMOVED - Approval of the Rural Strategic Investment Zone (RSIZ) Standardized Agreement for Coho Distributing LLC, dba Columbia Distributing~~

F. Public & Government Affairs

1. **Board Order No. 2020-10** for an Extension of the Cable Television Franchise with Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC
2. **Board Order No. 2020-13** for an Extension of the Cable Television Franchise with Canby Telephone Association (dba Canby Telcom/DirectLink)

III. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

IV. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED – 10:43 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>



April 9, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Modification #7 of Grant Agreement 13-SA-11060600-013 between
 Clackamas County and USDA Forest Service – Mt. Hood National Forest for the
Dump Stoppers Program

Purpose/Outcomes	Business & Community Services County Parks & Forest division manages the Dump Stoppers program which provides illegal dumping prevention and cleanup services on county and federal forest lands.
Dollar Amount and Fiscal Impact	\$50,000 of United States Department of Agriculture (USDA) Forest Service funds will be added to existing grant agreement number 13-SA-11060600-013. Matching funds of \$13,168.80 will come from the Dept. of Transportation and Development's (DTD) FY20/21 Sustainability and Solid Waste division budget as support to the program.
Funding Source	USDA Forest Service - \$50,000; DTD Sustainability and Solid Waste Division - \$13,168.80
Duration	Through 12/31/2021
Previous Board Action	Original grant agreement was approved on May 15, 2013 by the delegated authority of the BCC to BCS Director.
Strategic Plan Alignment	1. This grant funding will help protect our natural resource by reducing negative water quality impacts to our watershed. 2. This grant will further support Good Governance and efficient use of County resources by leveraging local funds with federal funds.
County Counsel Review	County Counsel Review Date: March 25, 2020. Counsel Initials: ARN
Procurement Review	Was the item processed through procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> This is a grant agreement.
Contact Person	Rick Gruen, BCS County Parks Manager (503)742-4345
Contract No.	13-SA-11060600-013 Modification #7

BACKGROUND: Dump Stoppers was created in 2003, with three major goals: locate and clean up illegally dumped waste on forested lands in Clackamas County; enforce anti-dumping laws and regulations; and educate the public about the negative consequences of illegal dumping. This grant through the USDA Forest Service Retained Receipts will provide for approximately 103 combined days of Dump Stoppers staff labor, and vehicle operation costs related to dump site cleanups where potential pollutants and hazardous waste have a direct impact on water quality in streams that flow onto or from national forest lands. Matching funds will provide for Clackamas County Sheriff patrols and enforcement support for the program.

ATTACHMENTS:

- Grant Life Cycle Form
- Modification #7 of Grant Agreement 13-SA-11060600-013

RECOMMENDATION: Staff recommends Board approval of Modification #7 to the USDA Forest Service Grant 13-SA-11060600-013 and authorizes the BCS Director or Deputy Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Laura Zentner".

Laura Zentner, Director
Business and Community Services



MODIFICATION OF GRANT OR AGREEMENT	PAGE	OF PAGES
	1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 13-SA-11060600-013 Dump Stoppers	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 7
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Mt. Hood National Forest 16400 Champion Way Sandy, OR 97055	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Mt. Hood National Forest Clackamas River Ranger District 16400 Champion Way Sandy, OR 97055	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Clackamas, County of 2051 Kaen Rd Oregon City, OR 97045 Clackamas County Dump Stoppers 150 Beaver creek Road Oregon City, OR 97045	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): N/A	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: Extend expiration date from 12/31/2020 to 12/31/2021.
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add \$50,000.00 for continuation of the project. All previously obligated funds remaining are remain available for use.
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: See Box 9.
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

Stewardship retained receipts can be used on or off-forest sites in which potential pollutants and hazardous waste have a direct impact on water quality in streams that flow onto or from national forest lands. Photo documentation of the types of trash and debris being cleaned up from various off-forest locations is required to be included in the County's performance reports.

Stewardship retained receipts cannot be expended for removing abandoned cars, washers, and refrigerators, and picking up trash along forested roads, turnouts, and landings not impacting forest resources. Also, retained receipts cannot be used for enforcement of dumping laws, educating the public on the negative resource impacts of trash dumping, signs, or for other various prevention methods and programs.

The U.S. Forest Service's invoice e-mail address has been revised to sm.fs.asc_ga@usda.gov.

Jessica Clark replaced De Ette Stofleth as the Grants Management Specialist and can be contacted at:
 Gifford Pinchot National Forest
 501 E 5th St, Bldg 404 (mail)
 Vancouver, WA 98661
 Telephone: 360-891-5168
 E-mail: jessica.clark@usda.gov.



Jane Dalgliesh replaced Gwen Collier as the Forest Service Unit Management Specialist and can be contacted at:
Mt. Hood National Forest
Clackamas River Ranger District
16400 Champion Way
Sandy, OR 97055
Telephone: 503-630-8798
E-mail: jane.dalgliesh@usda.gov

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Appendix A Financial Plan and Appendix B Technical Proposal

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. THE COUNTY SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): SARAH ECKMAN		11.F. NAME (type or print): RICHARD PERIMAN	
11.G. TITLE (type or print): Deputy Director, Clackamas County Business and Community Services		11.H. TITLE (type or print): Forest Supervisor, Mt. Hood National Forest	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: <u>JESSICA CLARK</u> (13-SA-11060600-013 Mod 7) U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED
--	-------------------

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$1,700.00	\$40,664.05	\$13,168.80	\$0.00	\$55,532.85
Travel	\$14.00	\$9,141.95	\$0.00	\$0.00	\$9,155.95
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$194.00	\$0.00	\$0.00	\$194.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$1,714.00	\$50,000.00	\$13,168.80	\$0.00	\$64,882.80
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$205.68				\$205.68
Total	\$1,919.68	\$50,000.00	\$13,168.80	\$0.00	\$65,088.48
Total Project Value:					\$65,088.48

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 79.77%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 20.23%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
Program Manager	\$340.00	5		\$1,700.00

Non-Standard Calculation

Total Salaries/Labor	\$1,700.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Annual Dump Stoppers Meeting	1	\$14.00	1		\$14.00

Non-Standard Calculation

Total Travel	\$14.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item		Total
				\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
---------------------------------	---------------

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit		Total
				\$0.00

Non-Standard Calculation

Total Printing	\$0.00
-----------------------	---------------

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit		Total
				\$0.00

Non-Standard Calculation

Total Other	\$0.00
--------------------	---------------

Subtotal Direct Costs	\$1,714.00
------------------------------	-------------------

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
12.00%	\$1,714.00			\$205.68

Total FS Overhead Costs	\$205.68
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TOTAL COST	\$1,919.68
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Dump Stoppers Coordinator	\$249.61	103	\$25,709.83
Dump Stopper Assistant	\$146.61	102	\$14,954.22

Non-Standard Calculation

Total Salaries/Labor	\$40,664.05
-----------------------------	--------------------

Travel

Standard Calculation

Travel Expense	Employees	Cost/Day	# of Days	Total
Ford Ranger	1	\$42.53	103	\$4,380.59
Ford F450	1	\$46.68	102	\$4,761.36

Non-Standard Calculation

Total Travel	\$9,141.95
---------------------	-------------------

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
Misc Supplies			\$194.00

Non-Standard Calculation

Total Supplies/Materials	\$194.00
---------------------------------	-----------------

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

	\$0.00
--	--------

Total Printing	\$0.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Other	\$0.00
--------------------	---------------

Subtotal Direct Costs	\$50,000.00
------------------------------	--------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$50,000.00	\$0.00

Total Coop. Indirect Costs	\$0.00
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TOTAL COST	\$50,000.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
Dump Stoppers Deputy	\$365.80	36		\$13,168.80

Non-Standard Calculation

Total Salaries/Labor	\$13,168.80
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item		Total
				\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
---------------------------------	---------------

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit		Total
				\$0.00

Non-Standard Calculation

Total Printing	\$0.00
-----------------------	---------------

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit		Total
				\$0.00

Non-Standard Calculation

Total Other	\$0.00
--------------------	---------------

Subtotal Direct Costs	\$13,168.80
------------------------------	--------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	\$13,168.80			\$0.00

Total Coop. Indirect Costs	\$0.00
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TOTAL COST	\$13,168.80
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**Revised Appendix B - Technical Proposal for
Dump Stoppers: Illegal Dumping Education, Enforcement, and Cleanup**

**Additional Information for Modification 7 to Agreement 13-SA-11060600-013
Adding \$50,000 of Retained Receipts Funding**

Program Overview and Description of Partnerships

Clackamas County Dump Stoppers has been in operation since spring of 2003. The primary objectives of the program are 1) locate and **clean up** illegally dumped waste on forested lands in Clackamas County, 2) **enforce** anti-dumping laws and regulations and when evidence is found, prosecute offenders, and 3) **educate** the public about the potential consequences of illegal dumping. Staff includes a program coordinator, additional temporary/seasonal staff as needed, a retired or reserve deputy from the Clackamas County Sheriff's Office, and program management and oversight from Clackamas County Forest staff. Up until the past few years the program had operated year-around, but due to reduced funding in recent years, the program has cut back staffing and services during some winter months to conserve funds for use during busier times of the year.

Partner land managers/owners who participate in the Dump Stoppers program include: U.S. Forest Service Mt. Hood National Forest, BLM Salem District, Clackamas County Parks & Forest, Port Blakely Tree Farms, Weyerhaeuser, Olympic Resource Management, Portland General Electric, Oregon Department of Forestry, Oregon Department of Transportation, Oregon Department of Fish and Wildlife. The combined total area of these partners is over 790,000 acres which is approximately 2/3 of the land base of Clackamas County (see Appendix C – Dump Stoppers Stewardship Project Area). The U.S. Forest Service Mt. Hood National Forest in Clackamas County comprises 545,000 acres and 2/3 of the land covered by the Dump Stoppers program.

Additional program partners come through volunteers and contracted services. For 2020 and early 2021, we anticipate organizing some large cleanup projects with some organized user groups such as target shooters and off-highway vehicle riders in a coordinated fashion with USFS staff organizational help. We also plan to work with students and staff from Timber Lake Job Corps Center. We will support two large cleanup projects with Molalla Riverwatch in the Molalla River Corridor. We also plan to work with Community Corrections crews on larger cleanup projects. We will work with a new partner, Oregon Department of Environmental Quality (OR-DEQ), to reimburse testing and cleanup costs for dumpsites containing hazardous materials.

Cascade Towing in Boring has given Dump Stoppers a discount on vehicle towing and has assisted the program with some very difficult vehicle extrication projects. In 2011, Molalla Discount Tire began providing tire disposal to the program at no cost. For most years donated tire disposition is worth somewhere between \$500 and \$1,000+. Additional donations come in the form of free garbage/waste disposal fees at the Sandy Transfer Station. The savings from donated tipping costs will allow us to allocate funds to other program expenses and further program goals. These donations/discounts are not accounted for in Appendix D due to the unknown values donated.

Program Funding

Between 2003 and 2011, Dump Stoppers funded by the two Title II grants (one each through the U.S. Forest Service Hood-Willamette Resource Advisory Committee and the BLM Salem Resource Advisory Committee) and some matching funds from Clackamas County Parks & Forest. After a steep decline in availability of Title II funds for 2012, we looked for additional sources of funding. Starting in 2012 the Forest Service has contributed funding from retained receipts from stewardship contracting on the Mt. Hood National Forest, upon recommendation for approval from the Clackamas Stewardship Partners Group and the Clackamas River Ranger District. For 2020, we were approved to receive an additional \$50,000.00 in retained receipts funding from the Mt. Hood National Forest, which Clackamas County will match with \$13,168.80 of funding to pay the Dump Stoppers Deputy. This is in addition to other funding sources which include other funding from Clackamas County plus U.S. Forest Service and BLM Title II grants.

Approximately \$40,664.05 of the \$50,000 in retained receipts from stewardship contracting will be used to pay the Field Operations Coordinator and Field Operations Assistant for Dump Stoppers during the 2020 – 2021 field seasons when access to dump sites is available (i.e. too much snow in the winter can reduce accessibility). The Coordinator will work full-time and the Assistant will work ½ time during these months. The remaining \$9,335.95 will be used to cover the costs of operating the dump truck and support vehicle (i.e., fuel and vehicle maintenance costs) and supplies. In the interest of clarity, and to avoid specific restrictions on expenditure of retained receipts dollars, the retained receipts funding will only be used to fund staff time and necessary equipment utilized during cleanup activities. Cleanup activities are performed both on USFS lands and on lands managed by other program partners. **USFS lands comprise almost 70% of the land base upon which Dump Stoppers operates (545,000 of the 790,000 total partner acres), and BLM lands comprise about an additional 10% (75,000 of the 790,000 total partner acres), which means that federal lands comprise almost 80% of the land base** that Dump Stoppers staff provide clean-up, education, and enforcement services. Only about 20% of the lands the program operates on are non-federal lands. The \$13,168.80 of matching funds from Clackamas County will be used to pay for 36 ten-hour days of salary for the Dump Stoppers Deputy.

Our plan is to have the Dump Stoppers program in operation during the field seasons of 2020 and 2021. In recent years the program has been shut down during the winter months as one of many cost-saving measures.

Dump Site Cleanup

Field operations consist of a field operations coordinator and an assistant (both temporary/seasonal employees) cleaning up dumpsites that have been reported either by the public or program partners or that they have located while on patrol. Staff will perform more frequent patrols in areas that are known to experience high levels of dumping. Many of these routes go through several ownerships of Dump Stoppers' program partners. Staff will also periodically check both the Dump Stoppers web site and the phone tip line where members of the public can report dumpsites. For large projects such as heavily-used target shooting areas or extensive dump sites, the field operations coordinator will schedule cleanup project days with Community Corrections crews or large citizen volunteer groups. All volunteers participate in a safety talk prior to project work. At times, additional County Forest staff may pitch in to

help clean up larger more difficult sites. The Field Operations Coordinator will generally work four 10-hour days Monday through Thursday with some flexing of time for occasional Friday or Saturday cleanup projects with volunteers or Corrections Crews. Due to less availability of other program funding, the Field Operations Assistant will work approximately 30 hours per week. In terms of utilization of local work force, both the current field operations coordinator and the assistant are residents of Clackamas County, as is the Dump Stoppers Deputy.

Cleanup methods are what one would expect. Larger items such as abandoned furniture are lifted into a dump truck. Small items are picked up either using tools such as grabbers, rakes, and shovels or by gloved hands. Regular garbage is bagged in heavy-duty garbage bags when necessary. Non-hazardous waste is taken to one of two transfer sites within Clackamas County. Potentially hazardous materials are left in their containers and/or may be put into appropriate containers to prevent leakage (plastic buckets, tubs, etc.) and disposed of at the HazMat disposal area of the Metro Transfer Site in Oregon City. Items such as batteries and computer waste are separated out to be disposed of properly at the transfer stations. Abandoned vehicles are towed, and other recreational vehicles such as boat or trailers are either towed or broken down to be hauled to a transfer station. Where possible, scrap metal is salvaged and taken to a scrap metal yard. Tires are taken to Molalla Discount Tire for proper disposal/recycling. Items potentially containing asbestos or lead contamination are identified and tested. If a dumpsite contains asbestos or lead, a certified expert contractor will be called to cleanup and dispose of the hazardous waste. **Costs for asbestos testing and cleanup are not funded by stewardship retained receipts dollars.** A new agreement with the Oregon Department of Environmental Quality (OR-DEQ) and Dump Stoppers will cover the costs of testing and cleanup.

Aquatic Resource Protection and Improvement

Dumping is a widespread problem across land ownerships in central and eastern Clackamas County. The Clackamas, Molalla, and Sandy river watersheds provide drinking water for several hundred thousand people as well as habitat for federally listed fish. Dumping of items such as household waste, tires, appliances, demolition debris, electronics, oil, vehicles, and pesticides contributes to fish and wildlife habitat degradation through contamination of soil and water and destruction of vegetation. Contaminants from hazardous materials such as battery acids, refrigerants, heavy metal contained in computer and other electronic components, pesticides, oils, paints, and other pollutants that are dumped in the forest can leach into the soil and enter the aquatic environment in and near dump sites and be transported further via surface and groundwater movement. Dumpsites are often located along or near streams, floodplains, drains, swales, and in ditch lines where running water can easily transport contaminants downstream, and potentially impact water quality for threatened and endangered fish and wildlife species as well as humans.



This dumpsite contained hundreds of soggy soiled diapers and other household waste and was located on the banks of Still Creek on the Zigzag Ranger District of the Mt. Hood National Forest.



This dumpsite consisted of rusting buckets of paint and other unidentified liquids and was located within 50 feet of the South Fork of Eagle Creek on the Clackamas River Ranger District of the Mt. Hood National Forest.

In May 2016 the Forest Service established a permanent Ecosystem Restoration policy (Forest Service Manual 2020). This policy defines restoration as the process of assisting the recovery of ecosystems that have been degraded, damaged, or destroyed. The Dump Stoppers program certainly contributes to ecosystem restoration. Cleanup and proper disposal of pollutants also helps the Forest Service meet the requirements of the Clean Water Act and other federal and state laws and regulations which require the Forest Service to deal with pollutants. Some of these laws and regulations include the Toxic Substances Act, Pollution Prevention Act, Safe Water Drinking Act, and Executive Order 12088 which discusses federal compliance with pollution control standards.

Enforcement

The Dump Stoppers deputy will not be funded via any stewardship retained receipts dollars, but will be funded through Clackamas County matching dollars, Title II funds, and some additional funding we have received from the BLM. The Deputy is an integral part of the program. The deputy will patrol all partner ownerships, concentrating more on areas that are known problem-dumping spots. This year the deputy will work 30 hours per week, Thursday-Saturday. When sufficient evidence is located within a dump, the deputy will investigate, make contact with suspected perpetrators, and take appropriate enforcement action. Enforcement actions may include writing a citation and/or requiring dumpsite cleanup. The deputy will regularly communicate with partner agency law enforcement officers, including Forest Service and BLM officers.

The Dump Stoppers deputy makes contact with many of the forest recreationists he encounters, chatting with them about responsible disposal of waste while they are enjoying their recreational activity and the potential negative consequences of illegal or dangerous behavior. The objective of this is to deter negative behaviors such as dumping and destructive target shooting and add more law enforcement presence in the forest. The presence of the deputy certainly prevents some dumping activity.

An addition to our enforcement actions in the past few years is the use of motion-sensitive game cameras to improve identification of both the dumping activity itself and the people who are doing it. Cameras are routinely placed at high-traffic dumping areas which take pictures of vehicles and/or people. When the pictures allow identification of potential dumping activity and suspects, the Dump Stoppers deputy will contact the suspect and take appropriate enforcement action. Camera placement and data collection and review are performed by Dump Stoppers or County Forest staff and this work will not be funded through retained receipts dollars.

Education

While **stewardship retained receipt funding is not used to pay for educational activities**, education is still one of our primary objectives. The Dump Stopper deputy talks with forest visitors he encounters about proper disposal of waste brought out to the woods. Dump Stoppers has periodically written articles about our program and problems associated with illegal dumping in the *Clackamas County Citizen News*, a quarterly publication sent to every household within Clackamas County. Usually once or twice a year we are either contacted by, or reach out to local media sources like *The Oregonian*, *Estacada News*, and local television news programs to do stories related to the Dump Stoppers program.

We also distribute a map showing the major forest land ownerships (Dump Stoppers partners) in the central portion of the county. This is distributed along with a handout summarizing the recreational use policies of each of the agencies/companies. The fact that dumping is illegal on any ownership is highlighted. These are distributed to forest users by the Dump Stoppers deputy, Dump Stoppers staff, and by Dump Stoppers partners.

Monitoring and Reporting – Quality Control

Dumpsites that have evidence are given case numbers and entered into a database maintained by program staff. Dump site location, description, and pertinent information such as photos, evidence, and a record of deputy investigation and enforcement actions are recorded in this database.

Dump Stoppers staff also record, in spreadsheet format by date, the materials cleaned up and disposed of, including pounds of solid waste, scrap metal, and hazardous waste as well as numbers of tires and vehicles towed. Staff also record the major river watershed the waste came from. The Dump Stoppers deputy has also started to record address information for the visitors encountered and for people who receive citations to give us a better idea of where people are coming from who dump in our forestlands.

This information is shared with Dump Stoppers partners each year at an annual Dump Stoppers partners meeting. This meeting provides a forum for program partners to discuss program operations and address any concerns or suggestions for improvement. The 2019 Dump Stoppers Partners Meeting took place on October 6th and several Mt. Hood National Forest staff attended. The Dump Stoppers Partners Meeting next year will also likely take place in October.

We believe Dump Stoppers education and enforcement have a deterrence effect, which reduces the amount of dumping and the potentially negative consequences to aquatic and terrestrial forest health, but we have not devised a good way to measure this.

A program accomplishment report can be provided at any point in time covering operations from 2003 to present date. An accomplishment report summarizing the program operations for CY 2018 has been provided to the USFS Mt. Hood National Forest.

For questions regarding this technical proposal, please contact Samantha Wolf of the Clackamas County Forest Program at either 503-742-4685 or swolf@clackamas.us

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: BCS - County Parks & Forest Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: USDA Forest Service Stewardship Retained Receipts, Mt Hood National Forest
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Rick Gruen
Requestor Contact Information: 503-742-4345, rgruen@clackamas.us
Department Fiscal Representative: Chris Dannenbring, Management Analyst, Sr.
Program Name or Number (please specify): Clackamas County Dump Stoppers

Brief Description of Project:

Since 2003, Dump Stoppers has waged a successful campaign to reduce illegal dumping on public and private forest lands in Clackamas County. Using Clackamas County Dump Stoppers part-time staff, we clean up and dispose of all kinds of waste illegally dumped on forest lands. In 2018, Dump Stoppers cleaned up 68,360 pounds of solid waste, 510 pounds of scrap metal, 136 tires, and towed 8 vehicles. Since the program began in 2003, we have collected 1,154,160 pounds of solid waste, 75,311 pounds of scrap metal, 11,087 tires, 8,912 pounds of hazardous waste, and towed 510 vehicles. A contracted deputy from the Clackamas County Sheriff's Office patrols over 790,000 acres of lands managed by program partners, both to locate and investigate illegal dump sites and to make contacts with forest recreationists to educate them about proper disposal of waste and potential consequences of dumping.

Name of Funding (Granting) Agency: USDA Forest Service, Mt. Hood National Forest

Agency's Web Address for Grant Guidelines and Contact Information:

Gwen Collier, Soil Scientist, Mt Hood National Forest, 16400 Champion Way, Sandy, OR 97055 Telephone: 503-630-8796 Email: gcollier@fs.fed.us

OR

Application Packet Attached: Yes No

Completed By: Rick Gruen Date _____

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 12/6/2019
CFDA(s), if applicable: _____
Announcement Date: 12/6/2019 Announcement/Opportunity #: \$370,000 (\$50,000 requested)
Grant Category/Title: Retained Receipts - Stewardship Contracts Max Award Value: \$50,000
Allows Indirect/Rate: No Match Requirement: 25%
Application Deadline: 2/2/2020 Other Deadlines: _____
Grant Start Date: 4/1/2021 Other Deadline Description: _____
Grant End Date: 12/31/2021
Completed By: Samantha Wolf
Pre-Application Meeting Schedule: _____

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

The overall mission of the DumpStoppers program is to restore Clackamas County forest lands to a more natural condition by cleaning up illegally dumped waste whereby preventing habitat degradation, and watershed pollution.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

The Dump Stoppers program is directly managed by the Forest and Timber Management division of BCS. Program goals are 1.) locate and clean up illegally dumped waste on forest lands in Clackamas County, 2.) enforce anti-dumping laws and regulations, and 3.) educate the public about the negative impacts and consequences of dumping. These goals align with healthy sustainable forest management

3. What, if any, are the community partners who might be better suited to perform this work?

N/A

4. What are the objectives of this grant? How will we meet these objectives?

First, to clean up and properly dispose of waste illegally dumped on public and private forest lands in Clackamas County. Second, to enforce county ordinances and state and federal laws that pertain to illegal dumping through citations and prosecution of violators. Third, to reduce illegal dumping on forested lands through public education of the environmental impacts of illegal dumping and the consequences that can result

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes, it funds the Clackamas County Dump Stoppers program which has been in existence since 2003.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

Yes, County Parks & Forest employs a temporary part-time program coordinator, a temporary part-time program assistant, and a contract deputy for enforcement. Additional program support is provided by permanent, full-time Parks & Forest staff.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Program partner land management agencies include: USDA Forest Service, USDI Bureau of Land Management, Oregon Department of Forestry, Oregon Department of Transportation, Oregon Department of Fish & Wildlife, Oregon State Parks, Clackamas County Parks & Forest, Clackamas County Sherriff's Office, Clackamas County Sustainability, Weyerhaeuser, Olympic Resource Management, Port Blakely Tree Farm, and Portland General Electric.

3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

Program staff positions are already part-time and temporary. The program was not initially intended to become an ongoing program, but was so successful and popular, that it is now in it's 16th year of operation.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

This would be a continuation of funding from retained receipts from stewardship contracting administered in an existing agreement with the Mt. Hood National Forest (Stewardship Agreement 13-SA-11060600-013). The Dump Stoppers program has also been funded by grants through Title II of the Secure Rural Schools Act administered through agreements with the USFS Mt. Hood National Forest and the BLM Salem District. The BLM Salem District has also provided additional funding for Dump Stoppers by allocating year-end surplus funds from their regular budget. In the past

few years we have also received additional funding via BCC allocation of funds from the Office of Sustainability and Clackamas County General Fund.

1. List County departments that will collaborate on this award, if any.

Clackamas County Parks & Forest, Clackamas County Sherriff's Office

Reporting Requirements

1. What are the program reporting requirements for this grant?

Annual Performance Progress Report and Financial Reporting requirements

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Program staff track the amount of trash cleaned up and disposed of by ownership and major river drainage. They also track location of trash, photo-document, and collect evidence form dump sites which qualify as cases. The Dump Stoppers deputy tracks the number of public contacts that he makes and address of origin for licence plates that he runs.

3. What are the fiscal reporting requirements for this grant?

The new grant agreement we have with the Forest Service requires an annual Financial Report via the SF-425 form. The division Management Analyst works with County Finance Grants division staff to quarterly expense reimbursement requests.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes, this grant, combined with matching dollars from the Office of Sustainability funding support, is a cost effective way to provide this invaluable work to the county.

2. What other revenue sources are required? Have they already been secured?

This grant (if awarded at the requested amount) will provide 50,000 about 33% of the needed resources required to operate the program in CY2021. We have recently secured additional funding from another USFS Title II grant along with allocated funds provided through the County Office of Sustainability Division. Our goal is to obtain enough funding from these various sources to operate the program for 2021 and 2022 field seasons.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

The USFS requires a 26% match to their grant. Those matching funds come from the Dump Stoppers funding support from the County's Office of Sustainability.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

Continuous. We have received retained receipts funding for the Dump Stoppers program annually from the USFS Mt. Hood National Forest since we first applied in 2012. We anticipate that we will be able to continue to apply for this funding annually.

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

No

Program Approval:

Debra Brown
Name (Typed/Printed)

1-20-20
Date

[Signature]
Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Sarah Edelman Name (Typed/Printed)	1/22/2020 Date	Sarah Edelman Signature

DEPARTMENT DIRECTOR		
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR **FEDERAL FUNDS**, PLEASE SEND **COPY** OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. All grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
Gary Schmidt Name (Typed/Printed)	2/19/2020 Date	Gary Schmidt Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda Item #:

Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.



April 9, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Research Services Agreement # 28778
between Clackamas County and University of Oregon

Purpose/Outcomes	Life Cycle Analysis of two (2) county courthouse designs from the Phase 1 Fall Design Studio led by University of Oregon School of Architecture as part of the Wood Innovations Grant (WIG)
Dollar Amount and Fiscal Impact	\$25,000 offset by a US Forest Service (USFS) WIG
Funding Source	USFS WIG #19-DG-11062765-733 2019
Duration	March 2020 through September 2020
Strategic Plan Alignment	1. Performance Clackamas: By 2023 build a new County Courthouse 2. BCS Business Plan – Lead County’s Cross Laminated Timber (CLT) Initiative.
Previous Board Action	Grant application Life Cycle Form approved 02/20/19 by County Administrator
Counsel Review	This Agreement has been reviewed and approved by County Counsel on March 16, 2020
Contact Person	Rick Gruen, BCS County Parks & Forest Manager

BACKGROUND:

The WIG Phase 1 – County Courthouse Mass Timber Design Project – Fall Design Studio was completed by the University of Oregon School of Architecture in December 2019. The design studio was held during the 2019 fall term and engaged 24 upper level and graduate students grouped in six teams. Each team was tasked with developing a courthouse design utilizing mass timber as its main structural system. Architects and engineers with expertise in courthouse design and function, energy and daylight performance, building codes and mass timber engineering worked with the students. In February 2020, Judith Sheine, University of Oregon School of Architecture Professor and project lead, presented the six (6) unique courthouse designs developed by the student teams to the Board of County Commissioners (BCC).

Two of the designs have been selected to undergo a Life Cycle Analysis that will analyze and compare the economic and environmental co-benefits of a mass timber constructed courthouse with a more conventional steel and concrete courthouse. This will constitute Phase 2 of the WIG project.

This research project is in support of Clackamas County’s Cross Laminated Timber (CLT) initiative and further advances the BCC’s desire to consider mass timber construction as part of a proposed new County Courthouse.

Funding was secured by the County from a USFS WIG and will offset the cost for the University of Oregon to conduct the Life Cycle Analysis and provide experts in courthouse design, energy and daylight performance, carbon emissions and storage to assist the faculty and student teams working on Phase 2 of the project.

RECOMMENDATION:

Staff respectfully recommends Board approval of a Research Services Agreement between Clackamas County and University of Oregon and further authorizes the Director or Deputy Director of Business and Community Services to sign on behalf of the County.

ATTACHMENTS:

1. Research Services Agreement #28778

Respectfully submitted,

A handwritten signature in cursive script that reads "Laura Zentner".

Laura Zentner, Director
Business and Community Services

RESEARCH SERVICES AGREEMENT NO. 28778

This research services agreement (“Agreement”) is between Clackamas County (“Client”), and the University of Oregon (“University”). This Agreement is entered into pursuant to ORS 190.110, which confers authority upon local governments to enter into agreements with a state agency for any lawful purpose.

1. Scope of Work

University will perform the services described in **Exhibit A - Scope of Work** (the “Work”).

2. Period of Performance

This Agreement is effective when signed by both parties and will terminate on September 30, 2020.

3. Payment

A. Fixed Fee. Client will pay University a Fixed Fee of \$25,000 for performance of the Work. University may incur expenses upon execution of this Agreement by both parties.

B. Payment Schedule and Address. Client will make payments according to the following schedule.

1. Schedule.

Client will pay University 100% of the fixed fee upon receipt of invoice following execution of this Agreement.

2. Payment Address. Client will submit payments to:

University of Oregon
c/o Cashiers
PO Box 3237
University of Oregon
Eugene, OR 97403-0327

4. Funds Available and Authorized

Client certifies at the time of signing this Agreement that within Client’s current appropriation or limitation it has sufficient funds available and authorized for expenditure to cover all payments this Agreement requires.

5. Termination

Both parties may mutually agree to terminate this Agreement at any time. Either party may terminate this Agreement with 30 calendar days written notice to the other party’s Business Contact in Section 9 below.

A. If the University terminates for its convenience prior to March 1, 2020, then the University receives compensation only for its actual costs incurred through the date of termination. If the Client terminates for its convenience prior to March 1, 2020 the University receives compensation for its actual costs and non-cancellable obligations incurred.

B. If the Client terminates for its convenience after March 1, 2020 and the University provides the services, the University receives the fixed fee.

C. If the University terminates for its convenience after March 1, 2020, then the University receives compensation only for its actual or committed costs through the date of termination.

D. Upon termination and after County’s request, the UO will provide County with copies of any

documents or work product through the date of termination to the degree that UO has rights to provide such documents or work product consistent with the **Clackamas County Courthouse LCA Study Student Participant Rules Agreement**, attached hereto as **Exhibit B**.

6. Ownership of the Work Product

All work product and intellectual property including, without limitation, any inventions, improvements and discoveries, including all computer software, copyrightable works, material, reports and data created by University in the course of performance of this Agreement (“Work Product”) remains the property of University. University grants to Client a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, that Work Product for Client’s purposes.

All work product and intellectual property including, without limitation, any inventions, improvements and discoveries, including all computer software, copyrightable works, material, reports and data used or created by students of University in the course of performance of this Agreement will be managed in accordance with the terms of the Clackamas County Courthouse LCA Study Student Participant Rules Agreement, in the form of the template attached hereto as **Exhibit B – Clackamas County Courthouse LCA Study Student Participant Rules Agreement**.

7. Disclaimer

UNIVERSITY DISCLAIMS ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH REGARD TO UNIVERSITY’S PERFORMANCE OF THE WORK AND ANY DELIVERABLES UNIVERSITY PRODUCES UNDER THIS AGREEMENT, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, OR NONINFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8. Insurance

University is self-insured under ORS Chapter 352, with adequate levels of excess liability insurance.

9. Contacts

- A. Notices.** Except as otherwise expressly provided in this Agreement, the parties will provide any communications or notices in writing by personal delivery, facsimile, first-class mail (postage prepaid) or email to the other party at their address set forth below unless either party has designated a different contact with a previous notice.
- B. Effective Date.** All notices a party mails are effective three (3) days after the party mails the notice. All notices a party sends by facsimile or email are effective when the transmitting machine generates receipt of the transmission. All communications or notices a party delivers in person are effective when that party actually delivers the notice.

C. Contacts.

Communications concerning work to be performed under this Agreement will be sent to:

Client (Technical)

Rick Gruen, Forest/Ag Ec. Dev. Manager
Development Services Building
150 Beaver Creek Rd, Suite 419
Oregon City, OR 97035
Phone: (503) 742-4345
rgruen@clackamas.us

University (Technical)

Judith Sheine, Professor
Architecture Department
1206 University of Oregon
Eugene, OR 97403
Phone: (541) 346-3656
jesheine@uoregon.edu

Invoices and communications in regards to this Agreement will be sent to:

Client (Business)

Sarah Eckman, Deputy Director
Clackamas County Business and
Community Services
150 Beaver Creek Road, Suite 419
Oregon City, OR 97045
Phone: 503.742.4303
SarahSte@clackamas.us

University (Business)

Sponsored Projects Services
5219 University of Oregon
Eugene, OR 97403-5219
Phone: (541) 346-5138
sponsoredprojects@uoregon.edu

10. Confidential Information

“Confidential Information” is any materials, written information, and data that the Client marks “Confidential” or non-written information and data that the Client discloses and identifies at the time of disclosure to University as confidential and later reduces to writing and transmits to University within 30 days of their non-written disclosure. University agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, including but not limited to the Oregon Public Records Law, to maintain as confidential for a period of 3 years the Confidential Information Client discloses to University under this Agreement. University’s obligations in this section do not apply to information in the public domain or that University independently knows or obtained.

11. Publicity

Client will not authorize or commission the publication of any promotional materials containing any reference to University without University’s prior written approval. University may include Client’s name in listings of research sponsors.

12. Independent Contractors

University and Client are independent contractors and nothing in this Agreement creates a partnership, agency, or joint venture between the parties. Neither party has the power to bind or obligate the other in any manner, other than as this Agreement expressly sets forth. Each party is responsible for wages, hours and conditions of employment of their respective personnel under this Agreement.

13. Choice of Law

The laws of the State of Oregon govern this Agreement.

14. Indemnity

- A. University.** To the fullest extent permitted by the laws of the State of Oregon, University will protect, indemnify, and save Client harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from University or its employees’ or agents’ negligent acts or omissions under this Agreement.
- B. Client.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Client will protect, indemnify, and save University harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from Client or its employees’ or agents’ negligent acts or omissions under this Agreement or their use of or reliance on any University Work Product.

15. Sovereignty

Nothing in this Agreement is a waiver of Oregon's sovereign or governmental immunities.

16. Severability

If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or unenforceable to any extent, it will not be affect the remainder of this Agreement, and each term and provision of this Agreement will remain valid and enforceable to the fullest extent law allows.

17. Compliance

University agrees to comply with all applicable Federal and state laws, including but not limited to those regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

18. Non-Waiver

If either party fails to enforce any provision of this Agreement it does not constitute that party's waiver of that or any other term or provision of this Agreement.

19. Execution and Counterparts

The parties may execute this Agreement in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which the parties will consider an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

20. Entire Agreement; Modification

This Agreement, including all exhibits and attachments, constitutes the sole agreement between the parties with respect to is subject matter. The parties may only amend it in writing signed by an authorized representative of each party.

21. Debt Limitation.

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

22. Necessary Acts.

Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

23. Successors in Interest.

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

24. Force Majeure.

Neither University nor Client shall be held responsible for delay or default caused by events outside of the University's or Client's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, University and Client shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

CLIENT

UNIVERSITY OF OREGON

Signature

Signature

Name

Name

Elizabeth Thomson Denecke

Title

Title

Associate Director, Sponsored Projects Services

Date _____

Date March 10, 2020

Tax ID No. _____

Tax ID No. 46-4727800

Exhibit A - Scope of Work

Exhibit B – Student Participant Rules Agreement

EXHIBIT A
SCOPE OF WORK

Project Description for Clackamas County Courthouse LCA Study
organized by Professor Judith Sheine

Clackamas County has asked UO Department of Architecture Professor Judith Sheine to organize and manage an LCA comparative study of two of the student projects from the architecture design studio in fall term 2019 sponsored by Clackamas County and focused on the design of the proposed new Clackamas County Courthouse to be built in Oregon City, OR, utilizing mass timber for the main structural system. This LCA study will be conducted in the winter and spring terms of 2020. The funding will provide for student work on carbon calculations and LCA comparative analysis between timber, concrete and steel structural assemblies and for consultation with experts on mass timber structural engineering and carbon calculations to assist the faculty, the two teams of students in comparative carbon estimates of their designs, and a graduate student who will be performing the LCA analysis. The funding will also provide for the creation of a printed and digital publication of the LCA study.

Clackamas County is interested in public presentation and dissemination of the student design projects and the LCA studies, which will demonstrate to stakeholders the feasibility of designing in mass timber and its advantages for this kind of very public building. Clackamas County has a long history connected with the timber industry and they believe that demonstrating new uses of advanced timber products in a significant new civic building will act as a spur to the further development of markets and new manufacturing jobs in this industry in the count

EXHIBIT B

CLACKAMAS COUNTY COURTHOUSE LCA STUDY

STUDENT PARTICIPANT RULES AGREEMENT

Project: Clackamas County Courthouse LCA Study

Team Supervisor: Professor Judith Sheine

Welcome to the Clackamas County Courthouse LCA Study (“Project”), where you will work on an LCA Comparative Study of two of the student projects from the architecture design studio in fall term 2019 utilizing mass timber for the main structural system. As a condition of your participation in the Project, there are a few expectations and rules we should address to ensure we deliver both a fantastic experience for you and professional quality materials to the sponsor of this study.

Under the Family Educational Rights and Privacy Act (“FERPA”), 20 USC §1232g, and its implementing regulations, 34 CFR part 99, you have certain rights relating to the disclosure of personally identifiable information. By signing this Student Participant Rules Agreement, you voluntarily consent to the disclosure of your personally identifiable information for the purpose of allowing University of Oregon and Clackamas County to advertise, promote, discuss and publish the results of the Project. This means, for example, that University of Oregon may personally identify you as a student participant and discuss your participation with third parties, including sponsors, potential sponsors, and government agencies. It also means that University of Oregon and Clackamas County may use your image, voice and likeness for the purpose of making marketing and promotional materials and a variety of other publications. You acknowledge that you have had the opportunity to talk with the Project Supervisor regarding your permission.

You consent to and authorize University of Oregon to videotape you and use your image, voice and/or likeness for the purposes and uses set forth above. In addition, University of Oregon and Clackamas County shall have the right to adapt, reproduce, edit, modify, and make derivative works of and from the videotape in any media or technology now known or hereafter developed in perpetuity, so long as the use is in keeping with the purposes and uses set forth above. The content may be webcast, broadcast, cablecast, placed on public Websites and video sharing sites or any other distribution channels or venues existing now or in the future. You recognize that the videotapes and other works shall be the exclusive property of University of Oregon. In addition, you waive all claims to compensation or damages based on the use of your image or voice, or both, by University of Oregon. You acknowledge that you have had the opportunity to talk with the Project Supervisor regarding your permission.

Additionally, your enrollment in, and contributions to, the Project may constitute educational records that are protected from disclosure to third parties by University of Oregon policy and FERPA. By signing this Student Participant Rules Agreement, you voluntarily consent to release information that you are working on this project and to release your contributions to the Project (both work and rights you owned prior to the Project as well as work and rights you create as part of the Project) to others as contemplated by the license below. For works and rights you own personally prior to the Project, but which you voluntarily provide to or include in work for the Project, University of Oregon agrees to provide you customary attribution/credit.

Work undertaken in, or contributed to, this Project is subject to contractual reporting, intellectual property, and assignment/licensing obligations to Clackamas County. As a condition of participation in the Project, you agree to cooperate with the University of Oregon through the Project Supervisor in fulfilling its obligations under these and any similar University of Oregon contracts pertaining to work in this Project.

You will not disclose to University of Oregon or use in the Project any proprietary subject matter in which you assert a personal claim inconsistent with your participation in the Project or University of Oregon's obligations to any third party. For new work undertaken in, or contributed to, this Project and for pre-existing works and rights you own personally, but which you voluntarily provide to, or include in, work for the Project, you hereby grant to Clackamas County and University of Oregon a paid-up, royalty-free, non-exclusive, worldwide right to use such works and rights, including but not limited to creation of derivative works, reproduction of such work and derivative works in copies, distribution of such work and derivative works, public display and performance of such work and derivative works, and sale and licensing of such work and derivative works to others as part of Project-related materials for the purposes of Clackamas County and University of Oregon related to this Project. You understand your work may be provided, or may be incorporated into what is provided to and implemented by Clackamas County or its agents. You hereby give the University of Oregon permission to provide a copy of your work to Clackamas County to the extent that you have any ownership or other interest in that work. You further give the University of Oregon and Clackamas County permission to use your work for any Project purpose, including incorporation into any final project of Clackamas County.

If these Team Rules are acceptable to you, please sign below to indicate your concurrence.

Concurrence

Student Signature _____ Date _____

Printed Name _____

Project Supervisor Signature _____ Date _____

Printed Name _____