



AGENDA

Thursday, October 3, 2013 - 10:00 AM
Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-80

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

- 1. Approval of a New Revenue Provider Agreement with Lifewise Health Plan of Oregon, to Provide Primary Care Services to Referred Clients at Clackamas County Health Centers - *Health Centers*
- 2. Approval of Amendment No. 1 to the Agency Service Agreement with Rojoy Service, Inc., for Expanding the Mountain Express Bus Service – *Social Services*
- 3. Approval of an Amendment with Washington County for Alcohol and Drug Treatment Services – *Behavioral Health*

B. Elected Officials

- 1. Approval of Previous Business Meeting Minutes – *bcc*

C. Central Communications – C-COM

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

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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

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

October 03, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a new Revenue Provider Agreement with Lifewise Health Plan of Oregon, to provide primary care services to referred clients at Clackamas County Health Centers.

| | |
|--|---|
| Purpose/Outcomes | Provide primary care services to referred persons at Health Center Clinics and School Based Health Centers. |
| Dollar Amount and Fiscal Impact | This is a revenue contract. No contract maximum. Revenue depends on number of referred persons. |
| Funding Source | This revenue agreement is funded by fee for services. No County General Funds are involved. |
| Safety Impact | None |
| Duration | Effective upon signature and is effective until terminated. |
| Previous Board Action | This is a new agreement, no previous Board action has occurred. |
| Contact Person | Janelle McLeod, Health Clinic Manager – 503-722-6577 |
| Contract No. | 6323 |

BACKGROUND:

Clackamas County Health Center Division (CCHCD) is preparing for the implementation of Cover Oregon and this agreement will allow us to receive reimbursement for services provided to patients who choose to purchase Lifewise insurance through the Health Exchange.

This agreement enables CCHCD to register our medical staff with the insurance company and allows CCHCD to bill for services at all Health Center locations.

This contract is effective upon signature and continues until terminated. This contract has been reviewed by County Counsel on September 18, 2013.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

LIFEWISE HEALTH PLAN OF OREGON PROVIDER AGREEMENT

This Agreement is a contract between LifeWise Health Plan of Oregon (hereafter referred to as "Plan") and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division (hereafter referred to as "Provider"). The effective date of this Agreement is _____ . *(to be completed by Plan)*

PART 1 DEFINITIONS

As used in this Agreement, any word or term listed below has the meaning listed after it.

- 1.01 **Allowed Amount** means the maximum amount Provider shall receive under this Agreement for Covered Services furnished to Enrollees, based on the Plan Fee Schedule as described in the attached Compensation Exhibit and is the sum of (a) the Plan Payment and (b) Enrollee responsibility, such as deductible, co-payment or coinsurance.
- 1.02 **Claim** means a charge submitted by Provider to Plan which contains Complete and Accurate Information that allows a Plan to determine an Enrollee's available benefits for Covered Services.
- 1.03 **Clean Claim** means a Claim that has no defect or impropriety, including any lack of any required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payments from being made on the Claim.
- 1.04 **Compensation Exhibit**, as used herein, means the attached exhibit designating the terms of the Plan Fee Schedule pursuant to this Agreement. The Compensation Exhibit is incorporated into, and made a part of, this Agreement.
- 1.05 **Complete and Accurate Information** includes:
- Complete and accurate description of the services performed and charges made using appropriate current industry diagnosis codes, procedural terminology, and current CMS common procedure coding system;
 - Other known insurance coverage, third party resources, or health care benefits available to Enrollee. This includes workers' compensation, motor vehicle medical coverage, homeowner's medical coverage, and subrogation cases.
- 1.06 **Covered Services** means Medically Necessary health care services or supplies for which benefits are provided under a Subscriber Agreement with Plan.
- 1.07 **Enrollee** means an individual who is properly enrolled under a Plan Subscriber Agreement or whose health benefits or provider network are administered by a Plan. Enrollee also means an individual enrolled with Plan subsidiaries or affiliates.

- 1.08 **Medically Necessary/Medical Necessity** shall mean health care services that a Provider, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:
- A. in accordance with generally accepted standards of medical practice;
 - B. clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and
 - C. not primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.
- 1.09 **Non-Covered Services** means health care services or supplies for which benefits are not provided under a Subscriber Agreement with Plan.
- 1.10 **Payment Policy** includes those policies used by Plan which, in conjunction with administrative rules, procedures and policies, ensure that payment is based on Plan coding requirements.
- 1.11 **Plan Fee Schedule** means a Plan-determined schedule of Allowed Amounts for services defined by diagnosis code, procedural code, or other service coding system. A Plan Fee Schedule may be based on any industry standard method, including, but not limited to, the Relative Value Schedule (RBRVS), with a Plan-determined conversion factor.
- 1.12 **Plan Payment** means the amount to be paid by Plan to Provider for Covered Services pursuant to this Agreement.
- 1.13 **Provider** means any individual or entity which agrees to accept from and to look solely to Plan for payment according to the terms of the Subscriber Agreement for Covered Services rendered to Enrollees according to the terms of this Agreement.
- 1.14 **Subscriber Agreement** means any contract entered into by a Plan, with or for the benefit of an Enrollee, entitling the Enrollee to receive benefits for Covered Services.

PART 2 OBLIGATIONS OF PLAN

- 2.01 **Claims Processing**. Plan will pay the Plan Payment directly to the Provider for Covered Services that Provider provides to Enrollees in accordance with the terms of this Agreement.

Plan shall pay Provider the Plan Fee Schedule for Covered Services rendered hereunder, less applicable co-payments, coinsurance and deductibles. Plan shall make its best efforts to make such payment co-payment within thirty (30) days following receipt by Plan of a Claim. Clean Claims shall, in any event, be paid no later than thirty (30) days following receipt by Plan. Claims for Covered Services other than Clean Claims shall be processed promptly and differences promptly noted to the Provider, with the objective of resolving incomplete, incorrect or irregular claims within thirty (30) days of their initial receipt. The payment shall constitute full payment for Covered Services hereunder except for any applicable co-payments, coinsurance and deductibles and coordination of benefits payments.

Any payment that is not paid when and as due hereunder shall bear interest in compliance with applicable state law.

2.02 **Directories.** Plan will list Provider in Plan provider directories and/or other marketing materials.

2.03 **Enrollee Identification and Eligibility.**

A. **Identification Cards.** Plan will issue identification cards to Enrollees and instruct Enrollees to present such cards to the Provider at the time services are requested.

B. **Information to be Provided.** Plan will make available to Provider a telephone number or other means for checking an Enrollee's benefits and eligibility for benefits, including any limitations or conditions on services or benefits.

The identification card and information provided by Plan regarding eligibility and description of Covered Services under the Subscriber Agreement are not a guarantee of payment.

2.04 **Benefit and Eligibility Determinations.** Plan shall have the sole authority to determine the eligibility of Enrollees for benefits and whether services are included under the terms of the Plan Subscriber Agreements. Confirmation of eligibility by Plan is not a guarantee of payment. Plan will not reverse any prior authorization of Covered Services as Medically Necessary unless Plan medical review determines that Plan authorized the services based upon materially incomplete or inaccurate information provided to Plan by, or on behalf of, Provider.

PART 3 OBLIGATIONS OF PROVIDER

3.01 **Services Provided to Enrollees.** Provider will provide Covered Services to Enrollees in compliance with the terms of this Agreement. When providing such services, Provider will exercise the degree of care, skill and learning expected of a prudent health care Provider.

3.02 **Nondiscrimination.** Provider will provide services to Enrollees on the same basis as such services are made available by Provider to patients who are not Enrollees, and without regard to the Enrollee's status as a participant in a plan of privately financed health care coverage or as a participant in a program of publicly financed health care services, with respect to the availability and quality of Provider services.

Provider further agrees to comply with applicable state or federal regulatory laws and not to discriminate in the treatment of patients or in the quality of services delivered to Enrollees on the basis of:

- race;
- color;
- sex;
- age;
- religion;
- national origin;
- place of residence;
- health status;
- disability;
- source of payment;
- amount of payment; or

- Enrollee's plan of health care coverage.

3.03 Claims Submission. The Provider agrees to bill Plan directly after Covered Services are provided to Enrollees, either via electronic means or on Claim forms acceptable to Plan and in the amount of Provider's usual and customary charge. Plan will not pay Claims that are received more than 365 days, or a longer period as required by law, or if Plan is secondary in a coordination of benefits arrangement, 60 days after payment by the primary plan, whichever is later. Provider may not seek payment from the Enrollee in the event that a Claim has not been submitted to Plan within 365 days after the date of service or, if Plan is secondary in a coordination of benefits arrangement, 60 days after payment by the primary plan, whichever is later. The Provider will also furnish, on request, information deemed necessary by Plan to verify the provision of Covered Services to Enrollees, Medical Necessity and the Provider's usual and customary charge for such services.

3.04 Credentialing. Provider warrants that it and any practitioner affiliated with Provider meets Plan's credentialing standards, and that Provider has all licenses, permits, and/or governmental or board authorizations or approvals necessary to provide Covered Services in accordance with the applicable requirements in the state(s) in which the Provider conducts business. Provider further warrants that it will cooperate with Plan's credentialing and re-credentialing processes. Provider will provide immediate written notice to Plan of any changes in the licenses, permits, and/or governmental or board authorizations or approvals referenced above, including, but not limited to, ownership, business address, tax identification number of new persons or entities proposed to be included as a Provider pursuant to this Agreement and any factors that may materially impact Provider's ability to provide Covered Services to Enrollees hereunder. Provider's credentialing application shall be incorporated by reference into this Agreement.

Provider shall provide immediate written notice to Plan of any legal, regulatory, or governmental action which Provider reasonably believes could materially impact the ability of the Provider to carry out the duties and obligations of this Agreement, including, without limitation, litigation initiated by a patient against Provider.

3.05 Care Facilitation. Provider will cooperate with Plan's Care Facilitation programs including, but not limited to:

- Care Management;
- Disease Management;
- Health Risk Management;
- Health Awareness;
- Pharmacy Services; and
- Self-Management Support.

3.06 Quality Improvement. Provider will cooperate with Plan's quality improvement activities including but not limited to:

- Collection of health data (as is done for HEDIS);
- Responding to inquiries regarding Enrollee complaints and quality of care concerns; and
- Responding to program evaluations and satisfaction surveys.

3.07 Administrative Rules, Procedures and Policies. Provider will comply with administrative rules, procedures, and policies issued by Plan with respect to, but not limited to:

- Payment Policy;

- billing procedures and standards; and
- other matters that relate to Provider's provision of Covered Services to Enrollees and compliance with this Agreement.

Plan will, upon request, make such administrative rules, procedures and policies available to Provider and will inform Provider of any revisions to the referenced rules, procedures and policies.

- 3.08 Insurance.** Provider will maintain such policies of general comprehensive liability and malpractice insurance, in amounts consistent with Plan's credentialing policies to insure against any claims in connection with the acts or omissions of the Provider and his/her employees pursuant to this Agreement. Upon request, the Provider will submit to Plan evidence of insurance in a form acceptable to Plan. The Provider will notify Plan promptly of any revocation, reduction, limitation or termination of such policy.
- 3.09 Licensure.** Provider will maintain in good standing all licenses, permits, governmental or board authorizations or approvals and hospital privileges (if applicable) required by law and by Plan's credentialing standards. Provider will submit evidence of such licenses, permits, governmental or board authorizations or approvals, and hospital privileges (if applicable) to Plan upon request and shall immediately notify Plan of any termination, revocation, suspension or limitation thereof.
- 3.10 Data Collection and Reporting.** Provider will cooperate with Plan's data collection and reporting efforts for compliance with the requirements of applicable regulatory agencies, accreditation agencies and Plan Care Facilitation programs.
- 3.11 Responsibility for Services.** Provider will be solely responsible for the quality of Covered Services provided to Enrollees. The Provider acknowledges that Plan's eligibility and benefit determinations, authorization of payment for services, and Care Facilitation functions are payment, not treatment decisions. Nothing contained in this Agreement shall be construed to alter Provider's responsibility to provide acceptable services per current medical standards, or change the nature of the Provider-Enrollee relationship. Provider should discuss all medical options with the Enrollee. The Provider and the Enrollee must make the decision to provide or receive services, regardless of whether such services are a Covered Service or Medically Necessary.
- Nothing in this provision shall be construed to authorize Provider to bind Plan to pay for any service.
- 3.12 Treatment Options.** Provider may freely communicate with Enrollees about treatment options available to them, including medication treatment options, regardless of benefit coverage.
- 3.13 Employed or Contracted Providers.** If Provider is signing on behalf of a legal entity, each individual physician who is employed by or contracted with such entity must comply with the terms of this Agreement.

PART 4 PAYMENT & BILLING

4.01 Payment. The Provider will accept the lesser of billed charges and Plan's Allowed Amount as payment in full and not seek payment from the Enrollee and shall only seek payment in compliance with the following:

- A. Provider hereby agrees that in no event, including but not limited to nonpayment by Plan, Plan insolvency, or breach of this Agreement shall Provider bill, charge, collect a deposit, seek compensation, remuneration from, or have any recourse against an Enrollee or person acting on an Enrollee's behalf, other than a Plan, for services provided pursuant to this Agreement. This provision shall not prohibit collection of deductible, co-payments, coinsurance, and/or Non-Covered Services which are not otherwise payable by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from Enrollees in accordance with the terms of the Enrollee's Subscriber Agreement.
- B. Provider agrees, in the event of a Plan's insolvency, to continue to provide the services promised in this Agreement to Plan Enrollees for the duration of the period for which premiums on behalf of the Enrollee were paid or until the Enrollee's discharge from inpatient facilities, whichever time is greater.
- C. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to modify the rights and benefits contained in the Enrollee's Subscriber Agreement.
- D. Provider may not bill Enrollee for Covered Services (except for deductibles, co-payments, or coinsurance) where Plan denies payment because Provider has failed to comply with the terms or conditions of this Agreement.
- E. Provider further agrees that: (1) the provisions of A, B, C and D of this section shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Plan's Enrollees, and (2) that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Enrollees or persons acting on Enrollees' behalf.
- F. If Provider contracts with other providers that agree to provide Covered Services to Plan Enrollees with the expectation of receiving payment directly or indirectly from Plan, such Providers and health care facilities must agree to abide by the provisions of A, B, C, D and E of this section.
- G. Provider may seek payment from Enrollee for services that are not covered by the Subscriber Agreement with Plan. In addition, the Provider will not seek payment from the Enrollee for Covered Services which Plan determines not to have been Medically Necessary or in keeping with Plan Care Facilitation standards or accepted standards of care, unless the Enrollee understood prior to receiving the services that they would not be covered and agreed in writing to assume financial responsibility for them. Such consent must set forth the service proposed to be rendered and the cost of the proposed service.
- H. The Provider will not seek payment from Plan for any Covered Service rendered to a person who misrepresents his or her status with Plan or who previously obtained status from Plan as

an Enrollee through fraud or misrepresentation; the Provider may seek payment from such persons for those Covered Services.

I. During any appeal or dispute resolution process between Provider and Plan, Provider shall not bill or otherwise seek collection from Enrollee for any payment amounts in dispute.

4.02 **Cancellation of Coverage.** Plan will not be liable to Provider for any Covered Services provided to an Enrollee who is determined by Plan to have been ineligible for coverage on the date services were provided. The basis for such ineligibility may include, but is not limited to, misrepresentation, fraud and nonpayment of premiums.

4.03 **Refunds.** Provider agrees to refund to Plan any payments if the payment by Plan was based upon erroneous or incomplete information, if benefits are misapplied by the Plan, if an Enrollee is not entitled to those benefits, or any other reason for an erroneous payment. Such refund shall be made within 30 calendar days of receipt of Plan's written request for refund. If Provider does not refund an incorrect payment within 60 calendar days of receipt of the written request for refund, Plan shall have the right to deduct the overpayment amount from future payment vouchers to Provider.

4.04 **Limitations.** Neither Plan nor Provider shall seek a refund, correction, adjustment or additional payment related to any:

- Overpayment;
- Underpayment;
- Nonpayment; or
- denial of a Claim

more than 365 calendar days after final adjudication of the Claim, except in the case of concealment, fraud or misrepresentation or as otherwise provided in an attached Compensation Exhibit. This time limit shall not apply to Plan's right to a prompt refund of a third party liability payment including work-related injuries and illness.

4.05 **Coordination of Benefits.** Provider agrees to cooperate in the administration of coordination of benefits between Plan and other payers. When Plan is the secondary payer, the maximum amount that Provider may receive from all sources of payment will be determined in accordance with state law and regulation if applicable.

Provider will provide complete information to Plan regarding benefits available to an Enrollee from other sources, subject to other party liability, or due to work-related injuries or illnesses. Plan will coordinate benefits between Enrollee's plan and other health care programs, in accordance with applicable coordination of benefits regulations.

PART 5 RECORDS, MAINTENANCE, AVAILABILITY, INSPECTION & AUDIT

5.01 **Records.** Provider will prepare and maintain all appropriate records including, but not limited to, medical, medical abstract, financial and administrative records for each Enrollee who receives services from Provider. The records will be maintained in accordance with prudent record-keeping procedures and as required by law.

5.02 **Inspection and Audit.** Provider and Plan will allow each other or their agent(s) to review, inspect, audit and duplicate data and other records, including medical records, related to this Agreement to the extent necessary to perform the audit and inspection. Access to these records

will be provided free of charge upon reasonable notice during regular business hours. Access to these records will also be allowed for the longer of seven (7) years or as required by law after the termination of this Agreement.

- 5.03 **Medical Records and Confidentiality.** Provider will allow Plan access to medical records/information, to the extent permitted by state and federal law. Provider agrees to maintain the confidentiality of all Enrollee records/information under the terms of this Agreement, except as required by state and federal law.

Provider shall establish safeguards to prohibit the inappropriate collection, use or disclosure of Protected Health Information (PHI). PHI shall mean information defined as such in the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) , the 2009 HITECH Act and as amended thereafter.

Provider may collect, use and disclose PHI as required to satisfy its obligations under this Agreement, if such collection, use or disclosure would not violate the HIPAA Privacy Rule or the HITECH Tech Act.

Provider shall ensure that all of its agents comply with the collection, use and disclosure requirements of the HIPAA Privacy and HITECH Rules, whenever PHI is made accessible to such agents.

- 5.04 **Onsite Review.** Provider will allow Plan or its agents to conduct onsite review as required to fulfill quality improvement, credentialing and/or billing audit requirements. Such reviews will be scheduled at appropriate times during regular business hours with reasonable accommodations to Provider's practice and with at least five (5) business days notice to Provider.

PART 6 TERM & TERMINATION

- 6.01 **Term.** This Agreement will take effect on the Effective Date and will remain in force unless terminated pursuant to Section 6.02.

6.02 **Termination.**

- A. **Termination Without Cause.** This Agreement may be terminated at any time without cause by either party upon ninety (90) days prior written notice.
- B. **Termination For Cause.** If either party fails to comply with or perform when due any material term or condition of this Agreement, the other party shall notify the defaulting party in writing of the default. The notice shall specify in reasonable detail the specific nature of the default. If the defaulting party fails to cure the default within 30 days, the non-defaulting party may declare by written notice that this Agreement shall be terminated following receipt of the written notice.
- C. **Termination By Plan.** In the event that the Provider fails to meet Plan credentialing standards, or in the event that Plan determines, in its sole discretion, that the continuation of this Agreement may have a significant adverse effect on the health or well-being of the Enrollee, Plan may terminate this Agreement immediately effective upon the delivery of written notice.

D. Termination for Material Adverse Change(s). If Provider objects to a material adverse change(s) subject to Section 7.01A, Provider must give Plan written notice to terminate the contract within thirty (30) days of the notice. Termination shall be effective at the end of the notice period unless, within sixty-five (65) days of the date of the original notice of change, Plan gives written notice to Provider that it will not implement the material adverse change(s) to which Provider objected.

6.03 Services After Termination. Enrollees who, at the termination date, are undergoing an active course of treatment on either an inpatient or outpatient basis for an illness or for a pregnancy then in its second or third trimester shall, at a minimum, be permitted to continue treatment through Provider through all Covered Services:

- A. for up to 120 days after the notification to the Enrollee of the Provider's termination if the event triggering the right to continuing treatment is the referenced illness; or
- B. through the 45th day after birth or as long as the Enrollee continues under an active course of treatment but not later than the 120th day after the date of notification to the Enrollee of the Provider's termination if the event triggering the right to continuing treatment is the referenced pregnancy.

Payment for services provided under this section will be in accordance with the terms of this Agreement.

6.04 Notification to Enrollees. Plan shall provide Enrollees with timely notification of the termination of this Agreement. Provider will inform any Enrollee that seeks Provider's services that this Agreement has been terminated.

6.05 Survival. If this Agreement is terminated, its provisions will continue in effect with respect to the following sections:

- 3.03 (Claims Submission)
- 4.01 (Payment)
- 4.03 (Refunds)
- 4.05 (Coordination of Benefits)
- 6.03 (Services After Termination)
- 8.01 (Dispute Resolution)
- 8.02 (Indemnification)
- 9.07 (Confidentiality)
- 9.09 (Waiver of Breach)

PART 7 AMENDMENTS AND MODIFICATIONS

7.01

- A. Plan may amend this Agreement, standard Plan Fee Schedules and administrative rules, procedures, policies or programs that affect Provider compensation and that affect health care service delivery at any time during the term of this Agreement by providing Provider ninety (90) days prior written notice. Any such amendment shall be in writing, shall include an effective date and shall be signed by Plan.
- B. Plan may modify Plan Fee Schedules or any Compensation Exhibit upon written notice to Provider in order to ensure consistency with any modification of any regulatory coding convention relating to Fee Schedules or Compensation Exhibits.

PART 8 DISPUTE RESOLUTION AND INDEMNIFICATION

8.01 Dispute Resolution.

A. Informal Discussions.

1. Provider and Plan shall first attempt to resolve the matter through informal good faith discussions. Such discussions may include a meeting or meetings between the parties. In the event the parties determine that the matter cannot be resolved informally, the following procedures shall apply.

B. Dispute Resolution Process.

1. Provider Appeals of Billing and Payment Matters. Provider appeals of billing and/or payment disputes shall be submitted to the Plan Provider Appeals Department. Such appeals shall be subject to the provisions of Section 4.04 and shall be filed within the period set forth therein.
2. Plan Appeals of Billing and Payment Matters. Plan appeals of billing and/or payment matters shall be submitted to the Provider. Such appeals shall be subject to the provisions of Section 4.04 and shall be filed within the period set forth therein.
3. All Other Appeals. Appeals regarding matters unrelated to billing or payment must be received within one (1) year of the action that is the subject matter of the appeal.
4. Neither Party is under any obligation to consider an appeal received pursuant to subsections 1 through 3 after the respective periods set forth above.
5. Appeals pursuant to subsections 1 through 3 above must include a description of the issues in dispute, evidence in support of the request, and a description of the relief sought.
6. The appealing Party shall be notified of the determination by the other Party no later than sixty (60) days following receipt of the request.
7. If the determination is not provided within the sixty (60) day period or the appealing Party is not satisfied with the determination it may initiate non-binding mediation pursuant to Section 8.01C and by notifying the other Party within thirty (30) days of receipt of the determination.

C. Mediation.

Upon timely initiation of mediation, the parties shall agree upon a mediator. The mediator's fees shall be borne in equal shares by the parties. Unless agreed otherwise, all other related costs incurred by the parties shall be the sole responsibility of the party incurring the cost. The mediator shall, in consultation with the parties, determine a process and schedule for the mediation. In the event the parties cannot resolve the matter through non-binding mediation, either party may institute an action in any Superior Court of competent jurisdiction.

- D. By mutual consent, the parties may forego non-binding mediation and seek binding arbitration or judicial relief.
- E. Modifications to this Agreement, compensation, manuals, policies, administrative procedures, and other matters subject to Section 3.06 shall not be subject to dispute resolution under this Section 8.01. However, whether such modifications have been proposed and made in compliance with the terms of this Agreement and with applicable law is subject to dispute resolution hereunder.

F. All notices and correspondence pursuant to this section shall comply with the terms of Section 9.05.

8.02 Indemnification.

A. **Indemnification of Provider.** Plan agrees to indemnify and hold harmless Provider against any loss, cost and expense, including reasonable attorneys' fees, caused by the negligence of Plan in the discharge of the duties or obligations that are the responsibility of Plan, its agents or employees during the term of this Agreement.

B. **Indemnification of Plan.** Provider agrees to indemnify and hold harmless Plan against any loss, cost and expense, including reasonable attorneys' fees, caused by the negligence of Provider in the discharge of the duties or obligations that are the responsibility of Provider, its agents or employees during the term of this Agreement, or that arise from an allegation of medical malpractice against Provider, its agents or employees.

PART 9 GENERAL PROVISIONS

9.01 Relationship of Parties. This Agreement shall be construed to confer no rights whatsoever on any third parties, including Enrollees, other providers, or other individuals or entities. Neither Provider nor Plan shall have any expressed or implied right or authority to assume or create any obligation on behalf of or in the name of the other.

9.02 Assignment. No assignment of rights, duties or obligations of this Agreement, including assignment by operation of law, will be made by Provider without the written consent of Plan. If Plan merges, consolidates with another entity or does business under another or with another entity or name, this Agreement will continue in full force and effect.

In the event Provider acquires or merges with an entity whose rates are different than Provider's rates, both parties agree to either maintain the different reimbursement levels or blend the rates for the remainder of this Agreement. Rates will be blended on a volume weighted basis to achieve budget neutrality.

9.03 Trademarks. Neither Provider nor Plan may use the name, symbols, trademarks or service marks of the other party without the prior written consent of that party or as otherwise provided in this Agreement.

9.04 Governing Law. This Agreement will be construed in accordance with the laws of the State of Oregon.

9.05 Notices. Notices required by this Agreement will be in writing and mailed, postage prepaid, to the other party at the principal address shown in this Agreement or to such other address as may be provided by one party to the other.

9.06 Severability/Conformity with Law. If any part of this Agreement shall be found to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect. Both parties will comply with all applicable state and federal laws and regulations, including, but not limited to, those related to Medicare, Medicaid, and/or other state or federal health care delivery programs. This Agreement shall be interpreted, and if necessary amended, to conform with applicable state and federal law in effect on or after its effective date.

9.07

Confidentiality.

- A. Neither party will disclose the terms or contents of this Agreement and/or any of the attachments, addenda, amendments and exhibits without the prior written consent of the other party. In addition, neither Party shall disclose the substance of any ongoing contractual negotiations without the prior written consent of the other Party. The rates, formulas and pricing methodologies used by either the Provider or Plan shall be deemed as proprietary and shall not be disclosed to any third party without the prior written consent of Provider or Plan.
- B. Provider and Plan acknowledge they are both subject to state and federal privacy laws and agree to comply with all applicable laws.

9.08

Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all other prior agreements between the parties.

9.09

Waiver of Breach. Neither the failure nor delay on the part of either party to exercise any right under this Agreement will serve as a waiver of that right. If either party should waive a breach of any provision of this Agreement, it will not be deemed or construed as a waiver of any other breach of the same or different provision.

9.10

Compliance with Laws. Plan and Provider shall comply with all laws applicable to their obligations under this Agreement.

9.11

The Provider hereby expressly acknowledges its understanding that this Agreement constitutes an Agreement between the Provider and Plan, that Plan is an independent corporation operating under a license from the State of Oregon. The Provider further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Plan and that no person, entity or organization other than Plan shall be held accountable or liable to the Provider for any of Plan's obligations to the Provider created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Plan other than those obligations created under other provisions of this Agreement.

The undersigned have executed this Agreement as of the date shown below.

CLACKAMAS COUNTY ACTING BY AND THROUGH ITS HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT, HEALTH CENTERS DIVISION

LIFEWISE HEALTH PLAN OF OREGON

BY:

Signature

BY:

Signature

Print or Typed Name

Rich Maturi

Print or Typed Name

Title

SVP, Health Care Delivery Systems

Title

Date Signed

Date Signed

Tax ID #:

Whose mailing address is:

Whose mailing address is:

2051 Kaen Rd.

2020 SW Fourth Avenue, Suite 1000

Oregon City, OR 97045

Portland, OR 97201

EFFECTIVE DATE: _____

**LIFEWISE HEALTH PLAN OF OREGON
PROVIDER AGREEMENT
COMPENSATION EXHIBIT A**

**CLACKAMAS COUNTY ACTING BY AND THROUGH ITS HEALTH, HOUSING AND
HUMAN SERVICES DEPARTMENT, HEALTH CENTERS DIVISION**

EFFECTIVE: _____

This Compensation Exhibit applies to all Plan commercial products. The following describes the payment terms of the Plan Fee Schedule under this Agreement.

PART 1 COMPENSATION

1.01 Fee for Service Payments.

- A. Plan shall pay Provider either billed charges or Plan Fee Schedule, whichever is less, for Covered Services provided to Enrollees. Such payments shall be reduced by the amount of applicable deductibles, co-payments, coinsurance or coordination of benefits payments as set forth in Section 4.01 of the Agreement.
- B. Upon Provider request at the initiation of this Agreement, Plan will furnish Provider with the Plan Fee Schedule associated with high volume services as determined by Plan.
- C. Plan will provide Provider notice of any change in the Plan Fee Schedule pursuant to Section 7.01 of the Agreement.

This Compensation Exhibit supersedes any previous terms that set forth Provider payment for Covered Services provided to Enrollees. The LifeWise Health Plan of Oregon Provider Agreement shall remain unmodified and in full force and effect, except as specified in this Exhibit or any other amendment to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Compensation Exhibit in duplicate original.

**CLACKAMAS COUNTY ACTING BY AND
THROUGH ITS HEALTH, HOUSING AND
HUMAN SERVICES DEPARTMENT, HEALTH
CENTERS DIVISION**

LIFEWISE HEALTH PLAN OF OREGON

BY: _____
Signature

BY: _____
Signature

Print or Typed Name

Rich Maturi

Print or Typed Name

Title

SVP, Health Care Delivery Systems

Title

Date Signed

Date Signed

Tax ID #:

2013 Professional Fee Schedule

Medical/Surgical/Radiology: Resource Based Relative Value Scale (RBRVS) based services (with the exception of Physical Medicine) will be allowed at a \$64.75 conversion factor for physicians and a \$60.00 conversion factor for non-physicians (including NP, ARNP, NFA, Midwives and Podiatrists) on the 2009 RBRVS, unadjusted by Geographic Practice Cost Index (GPCI), using the transitioned practice expense Relative Value Units (RVU); using both non-facility practice expense and facility practice expense units determined by the setting in which the service occurs.

Physical Medicine: RBRVS based services (97000-97999 and 92507-92508) will be allowed at a \$42.00 conversion factor on 2009 RBRVS, unadjusted by GPCI, using the transitioned practice expense RVUs; using both non-facility practice expense and facility practice expense units determined by the setting in which the service occurs.

Clinical Lab: 110% of Centers for Medicare and Medicaid Services (CMS) 2009 Clinical Lab Fee Schedule.

Anesthesia: Plan uses the current year's American Society of Anesthesiologists (ASA) Relative Value Guide with fifteen (15) minute incremental units of time and a \$51.00 conversion factor to determine the allowable for anesthesia services.

Durable Medical Equipment (DME): 85% of the 2009 CMS Durable Medical Equipment, Prosthetic, Orthotics and Supplies (DMEPOS) Fee Schedule for the state of Oregon.

All other RBRVS based services not listed above: Codes outside the range (10000 – 99999) with an RVU value will be allowed at the standard rate using 2009 RBRVS, unadjusted by GPCI, using the transitioned practice expense RVUs; using both non-facility practice expense and facility practice expense units determined by the setting in which the service occurs.

RBRVS relative values will be supplemented with Ingenix Comprehensive Listing of RBRVS Values.

Vaccine/Immunization/Injectable Drugs:

- Medicare's methodology, Average Sales Price (ASP).
- Injectable drugs administered in the medical office are allowed at 120% of ASP.
- Chemotherapy drug codes (J9000-J9999) are allowed at 140% of ASP.
- Codes without ASP pricing are allowed based on the current Average Wholesale Price (AWP) reimbursement methodology employed by LifeWise. Injectable, Chemotherapy, and Flu drug codes will be allowed at 95% of AWP. Vaccine and Immunization drug codes will be allowed at 90% of AWP.

All Other Services:

- Allow 80% of billed charges.

Complimentary Alternative Medicine Providers (Chiropractors, Naturopaths, Massage Therapists, Acupuncturists, Registered Dieticians and Certified Nutritionists):

- Reimbursed at Plan Fee Schedule.

Note: Actual payment is subject to LifeWise payment policies, the member's benefits and eligibility at the time of service, and the application of certain industry standard claims adjudication procedures.

Confidentiality Disclaimer: This information is the proprietary and confidential information of LifeWise Health Plan of Oregon. It is for the sole use of the intended recipient(s) in assessing the LifeWise Fee Schedule as it relates to the recipient's practice. Any other use or disclosure to any third party is strictly prohibited.

October 3, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #1 to Agency Service Agreement with Rojoy Service, Inc., for Expanding the Mountain Express Bus Service

| | |
|--|--|
| Purpose/Outcomes | Amend contract with Rojoy Services, Inc. to operate the Mountain Express bus service in the Hoodland area. Rojoy Services, Inc. will provide drivers, dispatch, and other services to run the day-to-day operations of the bus. The new terms included increased service to locations on Mt. Hood. |
| Dollar Amount and Fiscal Impact | The new rate per revenue hour of service is \$46.19 with an estimated contract total of \$254,000. |
| Funding Source | 5311 Rural Transportation grant (\$100,386), Oregon Special Transportation Fund grant (\$10,000), public-private partnership with businesses on Mt. Hood (\$42,284), Federal Western Lands Program (\$101,330) |
| Safety Impact | None |
| Duration | Upon signature of both parties and terminates on June 30, 2014 |
| Previous Board Action | None |
| Contact Person | Brenda Durbin, Director, Social Services Division 503-655-8641 |
| Contract No. | 6271 |

BACKGROUND:

This agreement is for Rojoy Services, Inc., to operate the Mountain Express bus service in the Hoodland area, included driving, dispatch, preventative maintenance, safety training and oversight and other services that keep the day-to-day operations of the bus running smoothly. With the recent award of the Federal Lands Access Program grant, in October, 2013, new service will be added to Government Camp and other locations on Mt. Hood resulting in an increase in revenue hours and operating expenses.

The contract was awarded through a competitive process and the increase in service was included as an option in their bid. Rojoy Services, Inc. is a Clackamas County-based business and was also awarded the transit operations contract with the City of Sandy's service, allowing the two services to continue to operate in partnership.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

CONTRACT AMENDMENT
Department of Human Services

DHS Contract Number 6271 Board Order Number _____

Division Social Services Amendment No. 1

Contractor Rojoy Services Inc.

Amendment Requested By Brenda Durbin

Changes: Scope of Services Contract Budget
 Contract Time Other: _____

Justification for Amendment

The Social Services Division has received additional funding through the Federal Lands Access Program to expand bus service to locations on Mt. Hood.

AMEND: Section 1 Scope of Services, Part A

Provide rural point-deviated fixed route rural transportation services to the communities along the Highway 26 corridor east of the City of Sandy. This service is customarily referred to as the Mountain Express bus service. Through September 30, the service offers six runs between Hoodland area communities and points in the City of Sandy Monday through Friday between the approximate hours of 5:20am and 7pm and four runs on Saturday between the approximate hours of 9:20am and 8:40pm. Starting October 1st, the service will offer five commuter runs to Government Camp until approximately late March (winter schedule) and two point deviated local runs seven days per week. From March until June (summer schedule) two commuter runs and two point deviated fixed route local runs will be offered Monday- Saturday. The total expected revenue hours from maintaining this service level is approximately 3,340 annually. The scope of services is outlined in Exhibit 1 and shall include provision of the following:

- A. Supervise, recruit, hire, promote and manage qualified personnel, including but not limited to drivers, dispatchers, and office clerks, to provide Mountain Express transit services as agreed to in this Contract.
- B. Provide the reporting and related services identified in the Scope of Services.
- C. Obtain, at its sole expense, the insurance required in Section IV.B. (Insurance), and shall not commence work until such insurance is in effect and certification thereof has been received by the County's Project Manager.
- D. AGENCY will be responsible for daily inspection of vehicles for cleanliness and mechanical condition. AGENCY will assess mechanical condition of vehicles, schedule

maintenance services and transport vehicles to the appropriate service and/or repair locations. AGENCY will obtain prior approval from Project Manager for repair and maintenance services.

E. AGENCY will obtain primary vehicle insurance through its insurance carrier for the COUNTY-owned Mountain Express buses. The insurance obtained shall be in full compliance with ODOT and COUNTY insurance requirements and minimum coverage levels. The COUNTY will reimburse AGENCY the direct monthly cost of obtaining this insurance.

TO READ: Section I Scope of Services:

Provide rural point-deviated fixed route rural transportation services to the communities along the Highway 26 corridor east of the City of Sandy. This service is customarily referred to as the Mountain Express bus service. Through September 30, the service offers six runs between Hoodland area communities and points in the City of Sandy Monday through Friday between the approximate hours of 5:20am and 7pm and four runs on Saturday between the approximate hours of 9:20am and 8:40pm. Starting October 1st, the service will offer five commuter runs to Government Camp and Timberline seven days per week except Thanksgiving Day and Christmas Day and two point deviated local runs six days per week. From December 1 to March 31, two additional commuter runs will be added daily to Government Camp and Timberline. The total expected revenue hours from maintaining this service level is approximately annually 6,000 annually. The scope of services is outlined in Exhibit 1 and shall include provision of the following:

- A. Supervise, recruit, hire, promote and manage qualified personnel, including but not limited to drivers, dispatchers, and office clerks, to provide Mountain Express transit services as agreed to in this Contract.
- B. Provide the reporting and related services identified in the Scope of Services.
- C. Obtain, at its sole expense, the insurance required in Section IV.B. (Insurance), and shall not commence work until such insurance is in effect and certification thereof has been received by the County's Project Manager.
- D. AGENCY will be responsible for daily inspection of vehicles for cleanliness and mechanical condition. AGENCY will assess mechanical condition of vehicles, schedule maintenance services and transport vehicles to the appropriate service and/or repair locations. AGENCY will obtain prior approval from Project Manager for repair and maintenance services.

AMEND: Section II Compensation and Records, Part A, Compensation

- A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I as follows:

As identified in Exhibit 3, services shall be provided by AGENCY at a rate of \$45.71 per revenue hour. In the event of a change in the scope of services (as outlined in Exhibit 1) of plus or minus 15% and it can be demonstrated by AGENCY that said change resulted in an increase or decrease of "indirect" costs with a proportional increase or decrease in direct revenue service hours to offset these costs, then the AGENCY and the COUNTY shall negotiate for an appropriate change in the AGENCY's rate to fairly compensate for costs associated with this requested scope change.

Maintenance and repair receipts shall be submitted within 15 days of the actual performance of service for reimbursement.

TO READ:

- A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I as follows:

As identified in Exhibit 3, services shall be provided by AGENCY at a rate of \$45.71 per revenue hour from July 1 to September 30, 2013. Effective October 1, 2013, services shall be provided by the AGENCY at a rate of \$46.19. In the event of a change in the scope of services (as outlined in Exhibit 1) of plus or minus 15% and it can be demonstrated by AGENCY that said change resulted in an increase or decrease of "indirect" costs with a proportional increase or decrease in direct revenue service hours to offset these costs, then the AGENCY and the COUNTY shall negotiate for an appropriate change in the AGENCY's rate to fairly compensate for costs associated with this requested scope change.

Maintenance and repair receipts shall be submitted within 15 days of the actual performance of service for reimbursement. Receipts for vehicles obtained for use under the Transit in Parks grant shall be submitted separately from other maintenance receipts.

AMEND: Exhibit 1- Scope of Services and Performance Standards, Scope of Services

Beginning October 1, 2013, Clackamas County Social Services will provide service to Government Camp by a new seasonal service model. Two runs per day will be provided 6 days per week year round as rural point deviated fixed route service between Sandy and Rhododendron. From November to March (winter schedule), bus service to Government Camp with limited stops will be provided five times daily seven days per week. From March to June (summer schedule), bus service to Government Camp with limited stops will be provided two times daily Monday through Saturday. Service times and stops are subject to finalization of service planning but are anticipated to be offered between 6am and 10pm. Revenue hours per week for winter service is estimated at 87 hours per week. Revenue hours per week for summer service is estimated at 41 hours per week.

TO READ:

Beginning October 1, 2013, Clackamas County Social Services will provide service to Government Camp by a new seasonal service model. Two runs per day will be provided 6 days per week year round as rural point deviated fixed route service between Sandy and

Rhododendron. Commuter runs from Sandy to Government Camp and Timberline will occur five times daily seven days for week except for Thanksgiving Day and Christmas Day. Two additional commuter runs will occur between December 1 and March 31. Revenue hours are estimated to average 115 per week.

AMEND: Exhibit 3: Budget

1. AGENCY shall be paid at a rate of \$45.71 per revenue hour with expected hours of service to be approximately 3,340 per year at the current level of service provided as listed in the contract. In the event of a change in the Scope of Services (as outlined in Exhibit 1) of plus or minus 15% and it can be demonstrated by AGENCY that said change resulted in an increase or decrease of "indirect" costs" without a proportional corresponding increase or decrease in direct revenue hour changes to offset these costs, then the AGENCY and COUNTY shall negotiate an appropriate change in the AGENCY's rates in order to fairly compensate for costs associated with this requested scope change.
2. Repairs, maintenance and vehicle insurance for the County-owned bus shall be reimbursed to Agency on a cost basis with the submission of receipts.

TO READ:

1. AGENCY shall be paid at a rate of \$45.71 per revenue hour from July 1 to September 30, 2013 and, beginning October 1, 2013, shall be paid at a rate of \$46.19. In the event of a change in the Scope of Services (as outlined in Exhibit 1) of plus or minus 15% and it can be demonstrated by AGENCY that said change resulted in an increase or decrease of "indirect" costs" without a proportional corresponding increase or decrease in direct revenue hour changes to offset these costs, then the AGENCY and COUNTY shall negotiate an appropriate change in the AGENCY's rates in order to fairly compensate for costs associated with this requested scope change.
2. Repairs, maintenance and vehicle insurance for the County-owned bus shall be reimbursed to Agency on a cost basis with the submission of receipts. Receipts for vehicles obtained under the Transit in Parks grant shall be submitted separately from other maintenance receipts.

October 3, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment with Washington County
for Alcohol and Drug Treatment Services

| | |
|--|---|
| Purpose/Outcomes | This contractor provides coordination of access to and payment for alcohol and drug treatment and detoxification services at Tigard Recovery Center for eligible individuals in Washington or Clackamas counties. |
| Dollar Amount and Fiscal Impact | The total maximum contract value is increased by \$3,041 to a revised contract value of \$85,152.26. |
| Funding Source | Oregon Health Authority 2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement. No County general funds are involved. |
| Safety Impact | None |
| Duration | Effective upon signature and terminates on September 30, 2013. |
| Previous Board Action | The previous contract was approved by the Board of County Commissioners on July 11, 2013, agenda item 071113-A4. |
| Contact Person | Jill Archer, Director, Behavioral Health Division (503) 742-5336 |
| Contract No. | BH-25-11/12 (944) |

BACKGROUND:

The Behavioral Health Division (CCBHD) is requesting an amendment to an existing contract with Washington County for alcohol and drug treatment services. Through this contract, the CCBHD purchases service capacity for two (2) detoxification beds and ten (10) clinical care slots for alcohol and drug residential treatment at Tigard Recovery Center. These services are for eligible individuals in Washington or Clackamas counties. Washington County has an on-going operations contract with Tigard Recovery Center and will coordinate referrals and prioritize placement of consumers.

This amendment extends the termination date of the current contract through October 31, 2013. This extension will allow both parties the time needed for final language negotiations regarding a new sub-recipient Grant Agreement that will be effective November 1, 2013. It also updates the liaison responsibility information and adds funding to cover the additional month of services. This amendment is effective October 1, 2013 and continues through October 31, 2013

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us/h3s

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number BH-25-11/12 (944) Board Agenda Number 070711-A13

and Date June 23, 2011

Division Behavioral Health Amendment No. 2

Contractor WASHINGTON COUNTY

Amendment Requested By Jill Archer, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This contract term is amended for an additional 30 days and adds funding for the extension. It also updates the liaison information for CLACKAMAS. It is effective upon signature and continues through **October 31, 2013**. Except as amended hereby, all other terms and conditions of the contract remain in full force and effect.

Amend to Read:

III. COMPENSATION

CLACKAMAS will pay WASHINGTON on a prospective rate basis at the rate of \$1,520.63 per bed per month for two beds of alcohol detoxification services. All payments are subject to reduction by AMH based on eligibility, payment, or other standards outlined in the County Financial Assistance Contract between the state and CLACKAMAS. The maximum payable to WASHINGTON under this agreement is **\$85,152.26**.

Amend to Read:

IV. LIAISON RESPONSIBILITY

Kathy Prenevost will act as liaison from WASHINGTON under this agreement. *Hazel Barrett* will act as liaison from CLACKAMAS.

Amend to Read:

VII. TERM OF AGREEMENT

A. This agreement becomes effective **July 1, 2011**, and is scheduled to terminate **October 31, 2013**.

Amend to Read:

Exhibit A
 SUB-RECIPIENT TERMS AND CONDITIONS

| <u>CLACKAMAS COUNTY, OREGON</u> | | |
|---|---|---|
| <u>SUB-RECIPIENT GRANT AGREEMENT 13-007</u> | | |
| Project Name: A&D 66&70 Substance Abuse Block Grant | | |
| Project Number: 40066 | | |
| This agreement is between Clackamas County, Oregon, acting by and through its Health, Housing and Human Services Department, Behavioral Health Division (COUNTY) and WASHINGTON COUNTY (SUB-RECIPIENT). | | |
| SUB-RECIPIENT DATA | CLACKAMAS COUNTY DATA | |
| Program Administrator: Kathy Prenovost, LMSW | Grant Accountant: Wendy Towler | Project Officer: Hazel Barrett |
| Washington County Health & Human Services 155 N. First Avenue, Suite 250 Hillsboro, Oregon 97124-3072 Phone: (503)846-4976 E-mail: Kathy_Prenovost@co.washington.or.us | Clackamas County Behavioral Health Division 2051 Kaen Road, # 367 Oregon City, Oregon 97045 Phone: (503)742-5324 E-mail: wendytow@clackamas.us | Clackamas County Behavioral Health Division 2051 Kaen Road, # 367 Oregon City, Oregon 97045 Phone: (503)742-5960 E-mail: hbarrett@clackamas.us |
| DUNS: 060588563 | | |

As required by OMB Circular A-133, the COUNTY has identified Washington County as a sub-recipient of Federal funds, and has amended the existing agreement to be such with the addition of this exhibit. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUB-RECIPIENT agrees to provide alcohol and drug treatment services and alcohol detoxification services to eligible individuals in Washington or Clackamas counties.

NOW THEREFORE, according to the terms of this Grant Agreement the COUNTY and Washington County ("SUB-RECIPIENT") agree as follows:

1. **Term and Effective Date.** The changes as accepted in this exhibit shall be effective upon signature and shall expire on **October 31, 2013**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Standards of Performance.** SUB-RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this agreement and all applicable laws and regulations. Furthermore, SUB-RECIPIENT shall comply with the requirements of A&D 66 Continuum of Care Services within the 2011-2013 and 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services and all applicable Oregon Administrative Rules, the source of the grant funding. SUB-RECIPIENT agrees to comply with the standards set forth in 45 CFR Part 74.
3. **Grant Funds.** COUNTY's funding for this agreement is provided through the Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services for the biennium period 2011-2013 and 2013-2015 issued to COUNTY by the State of Oregon acting by and through its Oregon Health Authority (OHA) (CFDA No. 93.959). This is a cost reimbursement grant. The maximum, not to exceed, grant amount that COUNTY will pay is **\$72,991** through June 30, 2013 and a total of **\$12,161** July 1, 2013 through **October 31, 2013**. SUB-RECIPIENT will receive written notification of the split between funding sources CFDA No. 93.959 and general funds within 90 days of the end of the agreement.

4. **Administrative Requirements.** SUB-RECIPIENT agrees to its status as a SUB-RECIPIENT, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUB-RECIPIENT shall comply with 2 CFR Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organization* (OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUB-RECIPIENT agrees to comply with the standards set forth in 45 CFR Part 74.
 - b. **Cost Principles.** SUB-RECIPIENT shall administer the award in conformity with 2 CFR 230, Appendix B (OMB Circular A-122) *Cost Principles for Nonprofit Organizations*. These principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUB-RECIPIENT.
 - c. **Period of Availability.** SUB-RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - d. **Match.**
 - Matching funds are not required for this Agreement.
 - Matching funds are required for this Agreement.
 - e. **Payment.** SUB-RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this agreement.
 - f. **Universal Identifier and Contract Status.** SUB-RECIPIENT shall comply with 2 CFR 25 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, SUB-RECIPIENT shall register and maintain an active registration in the Central Contractor Registration database.
 - g. **Suspension and Debarment.** SUB-RECIPIENT shall comply with 2 CFR 180 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUB-RECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUB-RECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>.
 - h. **Lobbying.** SUB-RECIPIENT agrees that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR Part 215 (*OMB Circular A-122*) which prohibits the use of Federal grant funds for litigation against the United States. In addition, SUB-RECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
 - i. **Audit.** SUB-RECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and revised *OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"*. SUB-RECIPIENT expenditures of \$500,000 or more in Federal funds require an annual Single Audit. SUB-RECIPIENT is required to hire an independent auditor qualified to perform an A-133 audit and submit the audit reports to COUNTY within 9 months from the SUB-RECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.
 - j. **Monitoring.** SUB-RECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents,

Washington County – A&D

Intergovernmental Agreement – Amendment # 2

Page 4 of 5

papers, plans, records of shipments and payments and writings of SUB-RECIPIENT that are pertinent to this agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.

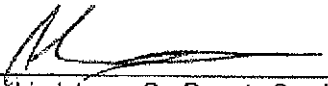
- k. **Record Retention.** SUB-RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.
- l. **Failure to Comply.** SUB-RECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUB-RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUB-RECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

5. Additional Requirements

- a. **Public Policy.** SUB-RECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations and 2 CFR Part 215, as applicable.
- b. If SUB-RECIPIENT fails to comply with these contract terms, the COUNTY may exercise its right to terminate under Section IV.D. of this agreement.
- c. SUB-RECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUB-RECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- d. SUB-RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUB-RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- e. SUB-RECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUB-RECIPIENT's negligent or willful acts or those of its employees, agents or those under SUB-RECIPIENT's control.

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

WASHINGTON COUNTY

By: 
Sia Lindstrom, Sr. Deputy Co. Administrator
9/19/2013

Date
155 N. First Avenue, Suite 250, MS-70
Street Address
Hillsboro, Oregon 97124-3072
City/State/Zip
(503)846-4976 / (503)846-4560
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Department

Date

Approval of Previous Business Meeting Minutes:

June 6, 2013

June 13, 2013

(Minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, June 6, 2013 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

II. CITIZEN COMMUNICATION

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

1. Kevin Phillips, Beaver Creek – spoke with concerns regarding inspection warrant on code violations – needs oversight by the Board on the proposed policy.
Chair Ludlow asked that Mr. Phillips submit his suggestions and concerns in writing.
2. Jerry Williams, Gladstone – representing the Milwaukie Elks Trailer Club – spoke in opposition of the new park fees and dump fees.
~Board Discussion~ - Commissioner Savas asked to see a list of the fee increases.
3. Ann Bellamy, Oregon City - spoke in support of light rail – light rail will bring jobs to Clackamas County.
4. Kevin Johnson, Gladstone – spoke regarding misuse of Urban Renewal dollars
5. Maryanna Moore, Gladstone – spoke regarding light rail and the contract.
6. Nancy Hall, Happy Valley – spoke regarding the traffic study for Eagle Landing.
~Board Discussion~
7. Les Poole, Gladstone -

III. PUBLIC HEARINGS

1. Second Reading of Ordinance No. 02-2013 Amending Chapter 2.07, Compliance Hearings Officer, of the Clackamas County Code and Resolution No. **2013-30** Adopting a Change Administrative Compliance Fee
Scott Caulfield, Code Enforcement and Rhett Tatum, County Counsel presented the staff report. He stated the first reading was May 9, 2013.
Chair Ludlow opened the public hearing and said there are several folks who would like to speak.
 1. Kevin Phillips, Beaver Creek – state the ordinance is vague and unclear and will be challenged – and the fee is already an existing fee.Rhett Tatum explained the notice requirements. ~Board Discussion~
 2. Eugene Schoenheit, Milwaukie – concerned about the Code Enforcement office and referred to existing violations.
~Board Discussion~ - <http://www.clackamas.us/bcc/business.html>
 3. Janet Schoenheit, Milwaukie – concerns with the Zoning Dept. dealings with citizens – fees are unfair - reinstate the grandfather clause.~Board Discussion~

Chair Ludlow closed the public hearing and asked for a motion to read the ordinance by title only.

MOTION:

Commissioner Bernard: I move we read the Ordinance by title only.
Commissioner Schrader: Second.

Clerk call the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

The Clerk read the Ordinance by title only – Chair Ludlow asked for a motion to adopt the Ordinance.

MOTION:

Commissioner Smith: I move we adopt Ordinance No. 02-2013 Amending Chapter 2.07, Compliance Hearings Office, of the Clackamas County Code as presented today.

Commissioner Bernard: Second.

Clerk call the poll.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

Chair Ludlow asked for a motion for the Resolution.

MOTION:

Commissioner Bernard: I move we approve the Resolution Adopting a Change Administrative Compliance Fee.

Chair Ludlow: Second.

Clerk call the poll.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

Chair Ludlow adjourned as the Board of County Commissioners and convened as the Service District No. 5 for the next 5 public hearings.

SERVICE DISTRICT NO. 5 (Street Lighting)

Wendi Coryell, Clackamas County Service District No. 5 presented the staff reports for the following five Assessment Areas.

2. Board Order No. **2013-31** Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 22-12, Walmart Store
3. Board Order No. **2013-32** Forming a 3 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 27-12, Haggart Three Lot Partition
4. Board Order No. **2013-33** Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 30-12 Medical Dental Office Building
5. Board Order No. **2013-34** Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 32-12, Walgreen's Pharmacy

6. Board Order No. **2013-35** Forming a 41 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 02-13, Sunrise Mountain View 41 Lot Subdivision

Chair Ludlow opened the public hearing and asked if anyone wished to speak.

1. Les Poole, Gladstone – stated the Walmart is the former GI Joes store – he is a big proponent of the lighting program.

~Board Discussion~

Chair Ludlow closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we approve all Five Assessment Areas within Clackamas County Service District No. 5 as presented today.

Commissioner Savas: Second.

Clerk call the poll.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

Chair Ludlow adjourned as Service District No. 5 and convened as North Clackamas Parks and Recreation District on the next item.

IV. DISCUSSION ITEM

NORTH CLACKAMAS PARKS & RECREATION DISTRICT (NCPRD)

1. Resolution No. **2013-36** Directing Staff to Continue to Work to Finalize a Transaction between North Clackamas Parks & Recreation District and TriMet

Dan Chandler, County Administration and Gary Barth, NCPRD presented the staff report.

~Board Discussion~

Chair Ludlow announced this is a discussion item and asked if anyone wished to speak.

1. Les Poole, Gladstone – question regarding the land use application from TriMet.

~Board Discussion~

Chair Ludlow asked if there is a motion.

MOTION:

Commissioner Bernard: I move we approve the Resolution directing staff to continue to work to finalize a transaction between North Clackamas Parks & Recreation District and TriMet.

Commissioner Schrader: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

Chair Ludlow adjourned as North Clackamas Parks and Recreation District and reconvened as the Board of County Commissioners for the remainder of the meeting.

V. CONSENT AGENDA

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

MOTION:

Commissioner Schrader: I move we approve the Consent Agenda.

Commissioner Bernard: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents age 60 and over – *ss*
2. Approval of an Intergovernmental Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *ss*
3. Approval of an Intergovernmental Agreement with the State of Oregon Department of Education – Early Learning Division for the receipt of 2013-2015 Healthy Start and Early Learning Funds – *CYF*
4. Approval of an Intergovernmental Agreement with the State of Oregon Department of Education – Early Learning Division for the receipt of 2013-2015 Healthy Start Families Oregon Medicaid Administrative Activities – *CYF*
5. Approval of Amendment No. 1 to a HOME Loan Agreement with Sandy Workforce Housing Limited Partnership and Northwest Housing Alternatives – *CD*

B. Finance Department

1. Resolution No. **2013-37** for a Clackamas County Supplemental Budget (less than ten %) for Fiscal Year 2012-2013
2. Resolution No. **2013-38** for Clackamas County Budgeting of New Specific Purpose Revenue for Fiscal Year 2012-2013
3. Resolution No. **2013-39** for Clackamas County for Transfer of Appropriations for Fiscal Year 2012-2013

C. Elected Officials

1. Request by the Clackamas County Sheriff's Office to Enter into an Annual Operating Plan and Financial plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest - *ccso*

D. Department of Emergency Management

1. Approval of a Cooperative Agreement with Welches Water Company for the use of Clackamas County Emergency Notification System

E. Technology Services

1. Approval of a Contract to Purchase a HIPATH 4000 V6 Telephone Switch and Related Software from Siemens Enterprise Communication Inc. – *Purchasing*

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Resolution No. **2013-40** for North Clackamas Parks & Recreation District to Appropriate New Revenue for Fiscal Year 2012-2013
2. Resolution No. **2013-41** for North Clackamas Parks & Recreation District for Transfer of Appropriation for Fiscal Year 2012-2013
3. Approval of a Memorandum of Understanding with Damascus for Trillium Creek Park and Approval of Board Order No. **2013-42** Approving the Amendment of the 2006 Metro Natural Areas Bond Measure Local Share Allocation for the North Clackamas Parks & Recreation District

VII. WATER ENVIRONMENT SERVICES

1. Board Order No. **2013-43** for Clackamas County Service District No. 1 for the Transfer of Appropriations for Fiscal Year 2012-2013

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

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

Chair Ludlow adjourned the meeting in the memory of Val Garrison, Clackamas County Videographer who passed away May 19th.

MEETING ADJOURNED – 12:15 PM

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

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

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, June 13, 2013 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

II. CITIZEN COMMUNICATION - NONE

III. READING AND ADOPTION OF A PREVIOUSLY HEARD ZDO ORDINANCE *(No public testimony on this item)*

1. Reading and Adoption of Zoning and Development Ordinance ZDO-245, Miscellaneous ZDO Amendments - *Previously Approved at the May 8, 2013 Land Use Hearing*

Rhett Tatum, County Counsel, and Jennifer Hughes, Planning presented the item.

~Board Discussion~

Chair Ludlow asked for a motion to read ZDO-245 by title.

MOTION:

Commissioner Bernard: I move we read ZDO-245 by title only.

Commissioner Schrader: Second.

Clerk call the poll.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

The Clerk read ZDO-245 by title. Chair Ludlow asked for a motion to adopt ZDO-245.

MOTION:

Commissioner Schrader: I move we adopt Zoning and Development Ordinance No. 245 Amending the Sections stated of the Clackamas County Zoning and Development Ordinance as Previously Approved at the May 8, 2013 Public Land Use Hearing.

Commissioner Bernard: Second.

Clerk call the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

IV. PUBLIC HEARING (two Public Hearings)

1. Board Order No. **2013-44** Approval of Annexation to Clackamas County Service District No. 1 (Sanitary Sewer)

Ken Martin, Boundary Change Consultant presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wishes to speak, seeing none he asked for a motion.

MOTION:

Commissioner Bernard: I move we approved the Board Order for the Annexation to Clackamas County Service District No. 1. as presented.

Commissioner Schrader: Second.

Clerk call the poll.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

2. Resolution No. **2013-45** for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reduction) for Fiscal Year 2012-2013

Diane Padilla, Budget Manager presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wishes to speak, seeing none he asked for a motion.

MOTION:

Commissioner Smith: I move we approved the Resolution for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reductions) for Fiscal Year 2012-2013 as presented.

Commissioner Bernard: Second.

Clerk call the poll.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

VI. CONSENT AGENDA

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

MOTION:

Commissioner Schrader: So moved.

Commissioner Smith: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

A. Health, Housing & Human Services

1. Approval of Amendment No. 4 to the Intergovernmental Revenue Agreement with Lane County for On-Line Food Handler Training/Testing Project - PH
2. Approval of the 2009-2011 Carryover Report Pertaining to the Intergovernmental Agreement from the State of Oregon Department of Human Services, Seniors and People with Disabilities Program - ss

B. Department of Transportation & Development

1. Approval of Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement
2. Accepting the Safe Communities 2012 Annual Report

C. Finance Department

1. Resolution No. **2013-46** for a Clackamas County Supplemental Budget (less than 10%) for Fiscal Year 2012-2013
2. Resolution No. **2013-47** for Clackamas County Budgeting of New Specific Purpose Revenue for Fiscal Year 2012-2013

VII. DEVELOPMENT AGENCY

1. Approval of a Disposition of Development Agency Property on 92nd Ave.

VIII. WATER ENVIRONMENT SERVICES

1. Approval of an Amendment to the Agreement between Clackamas County Service District No. 1 and Brown and Caldwell, Inc. for the Clackamas County Waste Water Treatment Plant Odor Study Follow-up

IX. COUNTY ADMINISTRATOR UPDATE

X. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 10:50 AM

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



5

BOB COZZIE
DIRECTOR

DEPARTMENT OF COMMUNICATIONS

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

October 3, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

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

| | |
|--|---|
| Purpose/Outcomes | This agreement will allow the expenditure of funds for the construction of a Radio Tower Site at Timberline which will enhance two way emergency communications along the Highway 26 corridor. |
| Dollar Amount and Fiscal Impact | Total amount of available funds is \$849,634.62. Funding for this project comes from Secure Rural Schools and Community Self-Determination Act, Title III. No fiscal impact to the general fund |
| Funding Source | Secure Rural Schools and Community Self-Determination Act, Title III. No county funds. |
| Safety Impact | Enhance and add coverage for the emergency communications radio system used in Clackamas County. |
| Duration | Terminates upon completion of the Project and final payment. Expected completion by the end of December, 2013 |
| Previous Board Action/Review | BCC has been involved with various stages of the entire radio system since 2000. No previous action has been taken specific the Timberline site. |
| Contact Person | Mark Spross, Communications Manager – C-COM 503-655-8882 |

BACKGROUND:

Clackamas County has worked with the Clackamas 800 Radio Group (C-800) to install a 800 MHz emergency communications radio network in the County. C-800 was formed under ORS190.010 to own and operate this radio system which is used by emergency responders in the region. The C-800 Board is made up of representatives from the majority of the public safety police, fire, and medical jurisdictions within the County.

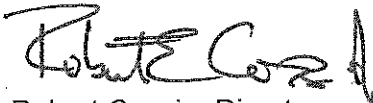
The portion of the radio network in east Clackamas County has been built in stages over the last 10 years to improve radio coverage along the Highway 26 corridor and in the Mt. Hood National Forest. This ongoing project will allow this eastern portion of the network to continue to provide emergency communications on federal land in Clackamas County.

The Timberline site has been through engineering and received approval from the US Forest Service for construction. This agreement will allow funding to be expended for construction of the Timberline Radio site. This contract has been reviewed and approved by County Finance and Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves the Sub-Recipient Grant Agreement No. 13-004 with the Clackamas 800 Radio Group for the Construction of the Timberline Radio Communications Tower Site.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert Cozzie". The signature is written in a cursive style with a large initial "R" and "C".

Robert Cozzie, Director
Department of Communications (C-COM)

**CLACKAMAS COUNTY, OREGON
SUB-RECIPIENT GRANT AGREEMENT #13-004**

Project Name: *Timberline Radio Site*
Project Number: 76192

This Agreement is between Clackamas County, Oregon, acting by and through its
Department of Communications (County) and Clackamas 800 Radio Group (C-800) (Sub-Recipient).

| | | | |
|--|--|---|---|
| Sub-Recipient Data | | Clackamas County Data | |
| Project Administrator: John Hartsock | | Grant Accountant: Toni Hessevick | Project Officer: Mark Spross |
| Clackamas 800 Radio Group | | Clackamas County Finance | Clackamas County Central Communications |
| 28655 SE Hwy 212 Boring, OR 97009 Phone: 503-780-4806 Email: john.hartsock@frontier.com | | 2051 Kaen Road Oregon City, OR 97045 503-742-5420 tonih@co.clackamas.or.us | 2200 Kaen Road, Suite A Oregon City, OR 97045 Phone: 503-655-8882 MarkSpr@co.clackamas.or.us |
| DUNS: 07-8437798 FEIN #35-2195687 | | | |

RECITALS

1. Clackamas 800 Radio Group (C-800) was formed under ORS 190.010 to own and operate the primary emergency communications radio network in Clackamas County. The network is used in search and rescue, and other emergency services, performed on federal land. The C-800 Board is made up of representatives from the majority of the public safety police, fire, and medical jurisdictions within the County. The portion of the network in east Clackamas County has been built in stages over the last 10 years to improve radio coverage along the Hwy 26 corridor and in the Mt. Hood National Forest. This ongoing project, as described in Exhibit A hereto, will allow this eastern portion of the network to continue to provide emergency communications on federal land in Clackamas County.
2. Clackamas County (County) desires to ensure emergency radio communications for its public safety partners. Although the entire network is critical, Clackamas County has the ability through the Secure Rural Schools and Community Self-Determination Act, Title III funding to ensure continued provision of radio communications in east Clackamas County including the Mt. Hood National Forest. Radio communications in this area are a necessary part of search and rescue and other emergency services. This project will provide emergency communications in parts of Clackamas County that are in rural areas but are heavily used for recreation and various commercial activities and that are the location for the highest number of Search and Rescue missions in the State of Oregon.
3. This Grant Agreement for Federal financial assistance sets forth the terms and conditions pursuant to which Clackamas 800 Radio Group agrees for delivery of the project.

NOW THEREFORE, according to the terms of this Grant Agreement the County and C-800 agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the date signed and shall expire on **December 31, 2013**, unless sooner terminated or extended pursuant to the terms hereof. Notwithstanding its date of execution, the purpose of this Agreement is to effectuate a transaction and obligate funds for a project that was initiated according to the Agreement between Clackamas

County, Oregon, Clackamas County Emergency Management, and Central Communications on or about September 30, 2008.

2. **Project.** The Project is described in attached Exhibit A: Clackamas 800 Radio Group Statement of Project Objectives. Clackamas 800 Radio Group agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** C-800 shall perform all activities and projects in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, C-800 shall comply with the requirements of the Distribution of Receipts to State and Local Governments, that is the source of the grant funding, in addition to compliance with requirements of Title 43 of the *Code of Federal Regulations*, Part 12.
4. **Grant Funds.** The County's funding for this Agreement is the from the Distribution of Receipts to State and Local Governments (*CFDA 15.227*) issued to the County by the U.S. Department of the Interior, Bureau of Land Management. The maximum, not to exceed, grant amount that the County will pay is \$849,634.62. Of this amount, \$842,347.12 is from *CFDA 15.227*. This is a reimbursement grant and payment will be made in accordance with the schedule and requirements contained in Exhibit D: Reimbursement Request form and Exhibit E: Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. C-800 must submit a written request including a justification for any amendment to the County in writing at least fifteen (15) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before C-800 performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. C-800 understands and agrees that payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** C-800 agrees to its status as a Sub-Recipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** The Sub-recipient shall comply with *OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, Relocated to 2 CFR, Part 215* and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the Sub-Recipient agrees to comply with the standards set forth in 43 CFR Part 12.
 - b) **Cost Principles.** The Sub-Recipient shall administer the award in conformity with *OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, Relocated to 2 CFR, Part*

225. These principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the Sub-Recipient.

- c) **Period of Availability.** Sub-Recipient may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- d) **Match.** Matching funds are not required for this Agreement.
- e) **Payment.** The Sub-Recipient must request funding on a reimbursement basis as specified in Exhibit D.
- f) **Performance Reporting.** The Sub-Recipient must submit documentation indicating that the Timberline Radio Site has been installed and is working in accordance to manufacturers' guidelines and is working properly to control the East Clackamas County Prime site as noted in Exhibit E.
- g) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subrecipient, in accordance with Treasury regulations at 31 CFR Part 205. Therefore, upon execution of this agreement, Sub-Recipient will submit completed Exhibit D Reimbursement Request on a monthly basis. The Sub-Recipient must provide a copy of check issued to their vendor as supporting documentation as listed in Exhibit D with the Reimbursement Request.
- h) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- i) **Suspension and Debarment.** The Sub-Recipient shall comply with 2 CFR 180 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. C-800 is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. C-800 may access the Excluded Parties List System at <https://www.sam.gov>.
- j) **Lobbying.** The Sub-Recipient agrees that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by *OMB Circular A-87*, which prohibits the use of Federal grant funds for litigation against the United States. In addition, the Sub-Recipient certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- k) **Audit.** The Sub-Recipient shall comply with the audit requirements prescribed in the Single Audit Act Amendments and revised *OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"*. Sub-Recipient expenditures of \$500,000 or more in Federal funds, in a single year, require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform an A-133 audit and submit the audit reports to the COUNTY within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- l) **Monitoring.** The Sub-Recipient agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. The County, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Sub-Recipient that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- m) **Record Retention.** The Sub-Recipient will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. 43 CFR 12.82.
- n) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the Sub-Recipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) County's performance under the Agreement is conditioned upon Sub-Recipient's compliance with, and Sub-Recipient shall comply with, the obligations applicable to public contracts under ORS 279C.520 and 279C.530, which are incorporated by reference herein.
- c) ~~The Sub-Recipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to County.~~
- d) The Sub-Recipient agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

11. Property/Equipment Management, Records Control, and Retention

- a) **Property/Equipment Management and Records Control.** The Sub-Recipient agrees to comply with all requirements set forth in 43 CFR Part 12.71 and 12.72 for the active tracking and

monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:

- i. All property/equipment purchased under this agreement, whether by the Sub-Recipient or a subcontractor, will be recorded and maintained in the Sub-Recipient's property/equipment inventory system.
 - ii. The Sub-Recipient shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.
 - iii. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - iv. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.
 - v. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - vi. The Sub-Recipient agrees that, when practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Department of the Interior, Bureau of Land Management".
- b) **Retention of Property/Equipment Records.** Records for property/equipment shall be retained for a period of 7 years, from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under this grant shall vest in the Subgrantee agency that purchased the property/equipment, if it provides written certification to Clackamas County that it will use the property/equipment for purposes consistent with the purposes of this grant award.

12. Compliance with Applicable Laws

- a) Sub-Recipient shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, in effect at the time the Agreement is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Agreement may or may not be the basis for modifications to Sub-Recipient's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Sub-Recipient or the Parties, and other circumstances then existing.
- b) Without limiting the generality of the foregoing, Sub-Recipient expressly agrees to comply with:
(i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), (v) Section 508 of the Clean Water Act (33 U.S.C. 1368, (vi) Executive Order 11738, EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874)

as supplemented in Department of Labor regulations (29 CFR Part 3), (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60, (ix) Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871), (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and 2 CFR Part 215 as applicable to C-800.

- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- d) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, Sub-Recipient shall in writing request County to resolve the conflict. Sub-Recipient shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

13. General Agreement Provisions

- a) **Indemnification.** Subject to the limitations of Oregon laws, including but not limited to the Oregon Tort Claims Act and the Oregon Constitution, the County and C-800 shall hold harmless, defend and indemnify each other, and their respective directors, officers, agents and employees, against all losses, damages, liability, claims, demands, actions, suits, costs, expenses and judgments to the extent arising directly or indirectly out of either party's performance of the services, activities or work conducted pursuant to this Agreement. The indemnification obligation stated herein will survive the termination or expiration of the Agreement. The parties' liability to each other under this Agreement shall be limited to actual damages. In no event shall either party be liable to the other for any other damages, whether characterized as general, special, direct, indirect, consequential, punitive, or otherwise.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability

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

- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
-
- c) **Assignment.** This Agreement may not be assigned in whole or in part without the express written approval of the parties hereto. No pass-through or equivalent transfer of the grant funding may occur without the express permission of the Grant Accountant and Project Manager.
 - d) **Independent Status.** C-800 is independent of the County and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or,

(4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the County and C-800 arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO PARTICIPATION AGREEMENT
(CLACKAMAS COUNTY)

DATED this ____ day of (month), (year).

CLACKAMAS 800 RADIO GROUP
28655 SE Hwy 212
Boring, OR 97009

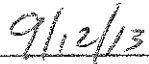
CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS:


Authorized Signature


John Ludlow, Chair


Name / Title (Printed)


Recording Secretary


Date

Date


Telephone/Fax Number

Approved as to Form


County Counsel

- Exhibit A: Statement of Project Objectives
- Exhibit B: Project Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Draw Request
- Exhibit E: Final Performance Report

CLACKAMAS COUNTY AND CLACKAMAS 800 RADIO GROUP SUBRECIPIENT AGREEMENT
EXHIBIT A: STATEMENT OF PROJECT OBJECTIVES

| | |
|--|----------------------------------|
| PROJECT NAME: <i>Timberline Radio Site</i> | AGREEMENT # <i>13-004</i> |
| SUB-RECIPIENT: <i>Clackamas 800 Radio Group (C-800)</i> | |

BACKGROUND

C-800 owns and operates the primary emergency communications radio system in Clackamas County. The system provides communication for search and rescue and other emergency services in the County. This system was built and installed as a partnership with Clackamas County who has representation and is on the board of C-800, an ORS 190 government organization. When the original 800 MHz radio system was built it was done in stages and does not cover all of Clackamas County. A build out of the east Clackamas County radio system has continued for several years to ensure emergency communications up the Hwy 26 corridor and into the Mt. Hood National Forest.

PROJECT

This project was initiated on September 30, 2008, and will ensure the availability of radio communications in search and rescue and other emergency services that are conducted on federal land. The project consists of installation of a radio tower in the Mt. Hood National Forest near Timberline Lodge, and will tie into the existing C-800 radio system. More specifically the project consists of the following: 1) site preparation and fencing; 2) installing a communication tower and related foundation, antenna mounts, accessories, and antenna cable; 3) transporting and placing a two story modular communication structure and related foundation; 4) installing electrical service, grounding system, 48 V DC power system and batteries, and emergency generators

- **C-800 commitment:** Purchase, install, and operation of the radio site at Timberline that will tie into the rest of the east Clackamas County radio system.
- Provide updates throughout the build out and provide a final report upon completion
- Provide proof of payment as required for the grant to Clackamas County
- Ensure all provisions of receiving Title III grants funds are adhered to as it relates to the Timberline Radio site build out

Timberline Site

Project Financial Status

| | | | |
|------------------|--------------------------------|---------------|------------|
| Project: | Timberline Communications Site | Square Feet: | Site Area: |
| Date Original: | 41,142 | Date Updated: | 6/3/2013 |
| Project Manager: | John Harisock | | N/A |

| Item | Budget | Original Encumbrance | Additional Encumbrance / Charge Order | Estimate to Complete | Estimated Total | (Over) Under Budget | Expended |
|------------------------------------|----------------|----------------------|---------------------------------------|----------------------|-------------------|---------------------|-------------------|
| Soft Cost | | | | | | | |
| Site Acquisition Consulting | 30,000 | 5,000.00 | 20,000.00 | 6,000.00 | 33,000.00 | (3,000.00) | 27,717.00 |
| Environmental Consulting | 55,000 | 39,000.00 | 13,200.00 | 5,000.00 | 57,200.00 | (2,200.00) | 48,645.00 |
| Geotechnical Consulting | 6,000 | 5,050.00 | | 3,000.00 | 8,050.00 | (2,050.00) | 5,050.00 |
| Engineering Consulting | 15,000 | 12,150.00 | | 3,000.00 | 15,150.00 | (150.00) | 11,070.00 |
| | | | | | 0.00 | 0.00 | |
| USFS Land Use Fees | 25,000 | 16,795.00 | | 2,500.00 | 19,295.00 | 5,705.00 | 16,794.26 |
| Printing | 500 | | | 500.00 | 500.00 | 0.00 | |
| Bid Advertising | 250 | | | 250.00 | 250.00 | 0.00 | |
| Plan Check / Permit Cost | 20,000 | | | | 0.00 | 20,000.00 | |
| Materials Testing & Inspection | 5,000 | | | | 0.00 | 5,000.00 | |
| Project Management | 10,000 | | | | 0.00 | 10,000.00 | |
| Legal Fees | 1,000 | | | | 0.00 | 1,000.00 | |
| Insurance | 1,000 | | | | 0.00 | 1,000.00 | |
| | | | | | | | |
| Sub-Total Soft Cost | 168,750 | 77,995.00 | 33,200.00 | 22,250.00 | 133,445.00 | 35,305.00 | 109,276.26 |
| | | | | | | | |
| Construction Cost | | | | | | | |
| Site Construction | 825,000 | 770,000.00 | | 30,000.00 | 800,000.00 | 25,000.00 | |
| | | | | | | | |
| Sub-Total Construction Cost | 825,000 | 770,000.00 | 0.00 | 30,000.00 | 800,000.00 | 25,000.00 | 0.00 |
| | | | | | | | |
| Other Costs | | | | | | | |
| Landscape Tree Moves | 8,000 | 2,847.00 | | | 2,847.00 | 5,153.00 | 2,847.00 |
| | | | | | | | |
| | | | | | 0.00 | 0.00 | |
| | | | | | 0.00 | 0.00 | |
| Signage | | | | | 0.00 | 0.00 | |
| Telephone / Data Equip | | | | | 0.00 | 0.00 | |
| Security System | | | | | 0.00 | 0.00 | |

Project Financial Status

| | | | |
|------------------|--------------------------------|---------------|------------|
| Project: | Timberline Communications Site | Square Feet: | Site Area: |
| Date Original: | 41,142 | Date Updated: | 6/3/2013 |
| Project Manager: | John Hartsack | | N/A |

| Item | Budget | Original Encumbrance | Additional Encumbrance / Change Order | Estimate to Complete | Estimated Total | (Over) Under Budget | Expended |
|-----------------------|-----------|----------------------|---------------------------------------|----------------------|-----------------|---------------------|------------|
| Subtotal Other Costs | 8,000 | 2,847.00 | 0.00 | 0.00 | 2,847.00 | 5,153.00 | 2,847.00 |
| Subtotal Project Cost | 1,001,750 | 850,842.00 | 33,200.00 | 52,250.00 | 936,292.00 | 65,458.00 | 112,123.26 |
| Contingency - 10% | 100,175 | | | 100,175.00 | 100,175.00 | 0.00 | |
| Total Project Cost | 1,101,925 | 850,842.00 | 33,200.00 | 152,425.00 | 1,036,467.00 | 65,458.00 | 112,123.26 |
| Revenue | | | | | | | |
| Title III Grant | | | | | 849,635.00 | | |
| General Fund | | | | | 186,832.00 | | |

CLACKAMAS COUNTY AND CLACKAMAS 800 RADIO GROUP SUBRECIPIENT AGREEMENT

EXHIBIT C: LOBBYING CERTIFICATE

Grant Agreement #: 13-004
Federal Grant: Timberline Radio Site
Recipient Name: Clackamas 800 Radio Group
Recipient Address: 28655 SE Hwy 212
Boring, Oregon 97009

Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| | |
|---|--------------------------------------|
| <u>Clackamas 800 Radio Group</u> | <u>#13-004 Timberline Radio Site</u> |
| Organization Name | Award Number or Project Name |
| <hr/> | |
| <u>[Signature]</u> | |
| Name and Title of Authorized Representative | |
| <u>Jim Payne</u> | <u>9/12/13</u> |
| Signature | Date |

INVOICING:

- 1) Sub-recipient may submit multiple requests for cost reimbursement but reimbursement requests must be submitted no less frequently than monthly. The invoices must describe all work performed with particularity, including by whom it was performed, and must itemize and explain all expenses for which reimbursement is claimed. Invoices must be submitted with the REQUEST FOR REIMBURSEMENT form. (see attached).
- 2) Invoices for reimbursement of expenses occurring in a County fiscal year (July 1 - June 30) must be received no later than the following July 15th. In addition, for quarterly reporting purposes, invoices need to be received no later than the 15th of the month following the quarter ended June, September, December and March.
- 3) Payments will be based on reimbursement of actual costs authorized by this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all match expenses reported. Documentation required includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and receipts for lodging, airfare, car rental and conference registration. This documentation should be readily available, upon request or site visit.
- 4) Invoices must be sent to Clackamas County, Attn: Mark Spross at 2200 Kaen Road Suite A, Oregon City, OR 97045 or by email at MarkSpr@co.clackamas.or.us. Invoices are subject to the review and approval of the Project Officer and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

REQUEST FOR REIMBURSEMENT

Note: Please refer to the approved budget in your grant agreement.
 All expenditures must have adequate supporting documentation.

Sub-Recipient Clackamas 800 Radio Group

Grant Number: 13-004

Address: 28655 SE Hwy 212
Boring, Oregon 97009

Report Period: _____

Contact Person: John Hartsock

Phone Number: 503-780-4806

E-mail: john.hartsock@frontier.com

| Budget Category | Budget | Current Draw Request | Previously Requested | Cumulative Expenses to Date |
|------------------------------------|---------------|----------------------|----------------------|-----------------------------|
| Timberline Radio Site | \$ 849,634.62 | - | - | - |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Grant Funds Requested | | \$ - | | |

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement.

Prepared by: _____

Authorized Signer: _____

Date: _____

SUBMIT COMPLETED FORM TO:

Clackamas County Communications, ATTN: Mark Spross
 2200 Kaen Road, Oregon City, OR 97045

CLACKAMAS COUNTY AND CLACKAMAS 800 RADIO GROUP SUBRECIPIENT AGREEMENT

EXHIBIT E: MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT

| | |
|--|--------------------------|
| PROJECT NAME: <i>Timberline Radio Site</i> | AGREEMENT #13-004 |
| SUB-RECIPIENT: <i>Clackamas 800 MHz Radio Group (C-800)</i> | |

- 1) The Sub-Recipient must submit a **monthly** performance report, to the Project Officer, no later than the 15th day of the following month beginning August 15, 2013 and concluding once a final report is submitted. Included in the report will be the following metrics:
 - a) Progress of contract(s), purchasing, overall construction of the site
 - b) Budget report(s) on what has been purchased and invoices submitted to Clackamas County for reimbursement.
 - c) Updates on schedule to include expected delays and updates on timelines for completion

- 2) The Sub-Recipient must submit a **final** performance report, to the Project Officer, no later than 30 days after completion of the project or final payment received from Clackamas County, whichever comes first. Reports must contain:
 - a) Report of items purchased for the project (as specific as practical)
 - b) Amount of funds expended and for what purpose by C-800 for this project excluding Title III funds
 - c) Amount of funds expended and for what purpose with the Title III funds
 - d) Letter of verification that the site is functional and tied into the rest of the East Clackamas County Radio system
 - e) Letter from C-800 board indicating their acceptance of the radio site and that C-800 will maintain the site in accordance with Title III grants

In additional to the monthly and final performance reports, the Sub-Recipient must notify Clackamas County Project Officer of developments that have a significant impact on the grant support activities. The Sub-Recipient must inform Clackamas Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.