

AGENDA *Revised

Added consent item VII.1

Thursday, June 27, 2013 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-50

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

1. Resolution No. _____ Adopting the Clackamas County Budget for the 2013-2014 Fiscal Year and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014 (Diane Padilla)
2. Resolution No. _____ Adopting Changed Fees and Fines for Clackamas County for Fiscal Year 2013-2014 (Steve Wheeler)

Enhanced Law Enforcement District

3. Resolution No. _____ Adopting the Enhanced Law Enforcement District Budget for the 2013-2014 Fiscal Year and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014 (Diane Padilla)

Clackamas County Extension and 4-H Service District

4. Resolution No. _____ Adopting the Clackamas County Extension and 4-H Service District Budget for the 2013-2014 Fiscal Year and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014 (Diane Padilla)

Library Service District of Clackamas County

5. Resolution No. _____ Adopting the Library Service District of Clackamas County 2013-2014 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014 (Gary Barth)

North Clackamas Parks & Recreation District

6. Resolution No. _____ Adopting the North Clackamas Parks & Recreation District's 2013-2014 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014 (Gary Barth)

Clackamas County Development Agency

7. Resolution No. _____ Adopting and Appropriating Funds for the 2013-2014 Fiscal Year Budget for the Clackamas County Development Agency (Dan Johnson)

Service District No. 5 – Street Lighting

8. Resolution No. _____ Adopting and Appropriating Funds for the 2013-2014 FY Budget for Clackamas County Service District No. 5 (Wendi Coryell)
9. Resolution No. _____ Setting Rates for Street Lighting Service Charges in Clackamas County Service District No. 5 (Wendi Coryell)

Water Environment Services

10. Resolution No. _____, _____ and _____ Adopting and Appropriating Funds for the 2013-2014 FY Budgets for Clackamas County Service District No. 1, Tri-City Service District and the Surface Water Management Agency of Clackamas County (Mike Kuenzi)
11. Board Order No. _____ Amending and Adopting Rates and Charges for Clackamas County Service District No. 1 (Mike Kuenzi)
12. Board Order No. _____ Amending and Adopting Rates and Charges for the Tri-City Service District (Mike Kuenzi)

IV. DISCUSSION ITEM *(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.)*

Clackamas County Development Agency

1. Resolution No. _____ Terminating the Levy Collection in the Clackamas Town Center Urban Renewal Area (Dan Johnson)

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement between the Community Development Division and the City of Oregon City for the Francis Ermatinger Housing Historic Preservation Project – *Community Development*
2. Approval of a Contract Renewal with the Workforce Investment Council of Clackamas County for Workforce Job Development – *Community Solutions*
3. Approval of a Residential Treatment Services Agreement with Cascadia Behavioral Healthcare – *Behavioral Health*
4. Approval of an Intra-Agency Agreement with Clackamas County Children, Youth and Families for Alcohol and Drug Prevention Strategies for Families - *Behavioral Health*

5. Approval of an Intra-Agency Agreement with Clackamas County Children, Youth and Families for Alcohol and Drug Prevention Strategies for Youth Adults - *Behavioral Health*
6. Approval of Renewal Professional Services Agreement with Folk Time, Inc. for Peer Services to the Stewart Community Center and Hilltop Adult Services Center – *Behavioral Health*
7. Approval of an Amendment with A Daily Reprieve Center, Inc. dba Iron Tribe Network (formerly Iron Tribe, Inc.) for Peer Services - *Behavioral Health*
8. Approval of a Professional Services Agreement with Youth M.O.V.E. Oregon for a Drop-In Center and Peer Support - *Behavioral Health*
9. Approval of Amendment No. 1 to the Intergovernmental Agreement with the State of Oregon, for the CAWEM Prenatal Expansion Program – *Health Clinics*
10. Approval of New Revenue Intergovernmental Agreement with the City of Lake Oswego, for Medical Direction for the Fire Department and Communications Center – *Public Health*
11. Approval of a Renewal Intergovernmental Agreement with Washington County for the Cities Readiness Initiative Program – *Public Health*
12. Approval of a Renewal Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County - *Public Health*
13. Approval of an Agency Service Agreement with Rojoy Service, Inc., for Operating the Mountain Express Bus Service – *Social Services*
14. Approval of a Contract Renewal with Resource Connections of Oregon for Fiscal Intermediary Services for Persons with Developmental Disabilities - *Social Services*

B. Finance Department

1. Approval of a Lease with Clackamas Corner LLC for the Clackamas County Justice Court

C. County Counsel

1. Approval of Sale of Interest in Real Property - Lake Oswego Armory
2. Approval of the Designation of Newspaper for 2013 Property Tax Foreclosure Publication

VI. WATER ENVIRONMENT SERVICES

1. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1, the Surface Water Management Agency of Clackamas County and the US Geological Survey to Perform Required Stormwater Pesticide Monitoring

***VII. DEVELOPMENT AGENCY**

- *1. Approval of a Lease/Option Agreement - Hwy 212/122nd Ave.

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

June 27, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution Adopting the Clackamas County 2013-14
Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014**

Purpose/Outcome	Budget adoption for Clackamas County FY 2013-2014
Dollar Amount and fiscal Impact	The effect is to establish appropriations of \$602,381,979
Funding Source	Includes Fund Balance, State and Federal Operating Grants, Revenue from Bonds and Other Debts, Interfund Transfers/Internal Service Reimbursements, Charges for Services and Property Taxes.
Safety Impact	N/A
Duration	July 1, 2013-June 30, 2014
Previous Board Action/Review	Budget Committee approval May 28, 2013.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Attached are the Resolution and exhibits to adopt the budget as published and approved by the Budget Committee and amended by the Clackamas County Board of Commissioners in accordance with state budget law, and impose taxes.

This Resolution establishes a budget for Clackamas County July 1, 2013 through June 30, 2014 inclusive of \$602,381,979

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Resolution and exhibits.

Sincerely,

Diane Padilla
Budget Manager

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

In the Matter of Adopting a Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014, for Clackamas County



Resolution No. _____
1 of 2 pages

BE IT RESOLVED that the Board of Commissioners of Clackamas County hereby amends the budget approved by the Clackamas County Budget Committee in compliance with Oregon Local Budget Law and as detailed in the attached Exhibit A which by this reference is made a part of this order.

BE IT RESOLVED that the Board of Commissioners of Clackamas County hereby adopts this amended budget in the total of \$602,381,979 and establishes appropriations as detailed in the attached Exhibit B, which by this reference is made a part of this order. This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the Budget Committee has accepted the recommendations of the Compensation Board for Elected Officials as detailed in the attached Exhibit C.

BE IT RESOLVED that the County Administrator has recommended for passage by the Board of Commissioners a salary range adjustment and general increase of 2.0% for non represented employees of the County effective July 1, 2013.

BE IT RESOLVED that in conformance with Governmental Accounting Standards Board Statement Number 54, the County acknowledges that amounts transferred from the General Fund in operational support to the Sheriff's Operations Fund (216), The District Attorney Fund (220), The Juvenile Fund (260) and the Community Corrections Fund (219) for Fiscal Year 2013-14 are 'committed funds' as defined in GASB Statement 54.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2013-2014 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

(1) At the rate of \$2.4042 per \$1,000 of assessed value for permanent rate tax in cities which provide their own police patrol service; and

(2) At the rate of \$2.9766 per \$1,000 of assessed value for permanent rate tax in remaining cities and unincorporated areas; and

(3) At the rate of \$0.2480 per \$1,000 of assessed value for local option tax

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

In the Matter of Adopting a Budget, Making
Appropriations and Imposing and
Categorizing Taxes for the Period of July 1,
2013 through June 30, 2014, for
Clackamas County



Resolution No. _____
2 of 2 pages

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

The above statements were approved and declared adopted on this 27th day of June,
2013.

DATED this 27th day of June, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Exhibit A**CHANGES TO 2013-2014 APPROVED BUDGET**

Expenditures	Approved by Budget Committee	Change	Revised Budget
<hr/>			
Facilities Management			
Personnel Services	2,839,787	281,436	3,121,223
Contingency	100,000	(56,287)	43,713
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Office for Children and Families			
Personnel Services	870,931	33,670	904,601
Materials and Services	2,498,701	(33,670)	2,465,031
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District Attorney			
Materials and Services	1,950,441	25,000	1,975,441
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Emergency Management			
Materials and Services	882,141	31,250	913,391
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General Fund			
County Administration	1,940,466	50,000	1,990,466
Nondepartmental	118,657,825	(50,000)	118,607,825
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Budget as approved by Budget Committee			602,100,580
Changes made by Board of County Commissioners			<u>281,399</u>
Adopted Budget			602,381,979

Exhibit B

**SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2013-2014**

		BUDGETED
<u>GENERAL FUND (by organizational unit)</u>		
100	Board of County Commissioners	1,380,840
100	County Administration	1,990,466
100	County Counsel Activity	2,101,868
100	Human Resources Administration	2,562,914
100	Risk/Benefits Administration	2,244,965
100	Assessor	7,079,363
100	Clerk	3,033,553
100	County Surveyor	980,332
100	Finance Administration	3,507,212
100	Treasurer	652,732
100	Water Environment Services Payroll	11,316,067
100	Public and Government Affairs	2,068,407
100	Purchasing	878,718
100	Courier	84,923
100	Mail Operations	549,471
100	N Clackamas Parks and Rec Payroll	4,888,560
100	Development Agency Payroll	627,889
100	Non-Departmental	118,607,825
		\$164,556,105
 <u>COUNTY FAIR FUND</u>		
201	Personnel Services	527,000
201	Materials & Services	1,055,200
201	Capital Outlay	58,000
201	Contingency	181,527
FUND TOTAL		\$1,821,727
 <u>COUNTY SCHOOL FUND</u>		
204	Materials & Services	2,057
FUND TOTAL		\$2,057
 <u>BUILDING CODES FUND</u>		
205	Personnel Services	3,090,311
205	Materials & Services	1,449,158
205	Reserve for Future Expenditures	786,000
205	Contingency	762,000
FUND TOTAL		\$6,087,469

<u>PUBLIC SAFETY LOCAL OPTION LEVY FUND</u>		
206	Personnel Services	8,551,041
206	Materials & Services	1,947,579
206	Reserve for Future Expenditures	350,000
206	Contingency	441,855
	FUND TOTAL	<u>\$11,290,475</u>
<u>CLACKAMAS COUNTY RESOLUTION SVCS FUND</u>		
207	Personnel Services	987,699
207	Materials & Services	292,141
	FUND TOTAL	<u>\$1,279,840</u>
<u>BUSINESS & ECONOMIC DEVELOPMENT FUND</u>		
208	Personnel Services	1,339,404
208	Materials & Services	1,887,156
208	Interfund Transfers	1,263,000
208	Contingency	712,717
		<u>\$5,202,277</u>
<u>EMERGENCY MANAGEMENT FUND</u>		
209	Personnel Services	1,368,799
209	Materials & Services	913,391
209	Contingency	360,481
		<u>\$2,642,671</u>
<u>LAW LIBRARY FUND</u>		
211	Personnel Services	204,744
211	Materials & Services	295,411
211	Reserve for Future Expenditures	295,464
211	Contingency	100,000
	FUND TOTAL	<u>\$895,619</u>
<u>LIBRARY SERVICES FUND</u>		
212	Personnel Services	2,883,582
212	Materials & Services	8,515,941
212	Reserve for Future Expenditures	1,297,000
212	Contingency	543,601
	FUND TOTAL	<u>\$13,240,124</u>
<u>PARKS FUND</u>		
213	Personnel Services	1,315,286
213	Materials & Services	1,030,625
213	Capital Outlay	350,500
213	Contingency	207,000
	FUND TOTAL	<u>\$2,903,411</u>
<u>PLANNING FUND</u>		
214	Personnel Services	2,042,485
214	Materials & Services	987,465
214	Contingency	151,985
	FUND TOTAL	<u>\$3,181,935</u>
<u>ROAD FUND</u>		
215	Personnel Services	16,274,666
215	Materials & Services	11,206,682
215	Interfund Transfers	1,392,078
215	Capital Outlay	1,270,500
215	Reserve for Future Expenditures	1,000,000
215	Contingency	4,824,512
	FUND TOTAL	<u>\$35,968,438</u>

<u>SHERIFF FUND</u>		
216	Personnel Services	51,281,489
216	Materials & Services	14,355,975
216	Interfund Transfers	852,636
216	Capital Outlay	258,500
	FUND TOTAL	<u>\$66,748,600</u>
<u>CODE ENFORCEMENT & SUSTAINABILITY FUND</u>		
217	Personnel Services	1,442,171
217	Materials & Services	1,297,878
217	Interfund Transfers	150,000
217	Capital Outlay	35,000
217	Contingency	90,417
	FUND TOTAL	<u>\$3,015,466</u>
<u>PROPERTY MANAGEMENT FUND</u>		
218	Personnel Services	101,330
218	Materials & Services	487,968
218	Contingency	69,652
	FUND TOTAL	<u>\$658,950</u>
<u>COMMUNITY CORRECTIONS FUND</u>		
219	Personnel Services	9,276,490
219	Materials & Services	2,625,689
	FUND TOTAL	<u>\$11,902,179</u>
<u>DISTRICT ATTORNEY FUND</u>		
220	Personnel Services	8,794,821
220	Materials & Services	2,892,400
	FUND TOTAL	<u>\$11,687,221</u>
<u>JUSTICE COURT FUND</u>		
221	Personnel Services	843,388
221	Materials & Services	1,462,071
221	Interfund Transfers	1,747,462
221	Capital Outlay	925,000
221	Contingency	1,034,941
	FUND TOTAL	<u>\$6,012,862</u>
<u>TRANSPORTATION SDC FUND</u>		
223	Materials & Services	163,555
223	Debt Service	791,200
223	Contingency	5,820,343
	FUND TOTAL	<u>\$6,775,098</u>
<u>PUBLIC LAND CORNER PRESERVATION FUND</u>		
224	Personnel Services	570,719
224	Materials & Services	201,753
224	Contingency	373,465
	FUND TOTAL	<u>\$1,145,937</u>
<u>SUNNYSIDE VILLAGE PARK ROAD FRONTAGE CONSTRUCTION FUND</u>		
225	Materials & Services	123,712
	FUND TOTAL	<u>\$123,712</u>
<u>SUNNYSIDE VILLAGE PARK ACQUISITION FUND</u>		
226	Materials & Services	388,394
	FUND TOTAL	<u>\$388,394</u>

<u>HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION FUND</u>		
227	Materials & Services	540,151
227	Debt Service	1,140,636
227	Interfund Transfers	1,214,755
	FUND TOTAL	<u>\$2,895,542</u>
 <u>HEALTH, HOUSING & HUMAN SERVICES ADMINISTRATION FUND</u>		
240	Personnel Services	812,698
240	Materials & Services	408,151
240	Interfund Transfers	43,000
	FUND TOTAL	<u>\$1,263,849</u>
 <u>BEHAVIORAL HEALTH FUND</u>		
241	Personnel Services	7,152,793
241	Materials & Services	21,298,135
241	Interfund Transfers	730,625
241	Contingency	3,625,647
	FUND TOTAL	<u>\$32,807,200</u>
 <u>SOCIAL SERVICES FUND</u>		
242	Personnel Services	7,451,104
242	Materials & Services	9,920,128
242	Capital Outlay	404,000
242	Reserve for Future Expenditures	243,732
242	Contingency	13,244
	FUND TOTAL	<u>18,032,208</u>
 <u>COMMUNITY DEVELOPMENT FUND</u>		
244	Personnel Services	1,024,277
244	Materials & Services	5,954,185
	FUND TOTAL	<u>\$6,978,462</u>
 <u>COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY FUND</u>		
245	Personnel Services	2,754,202
245	Materials & Services	2,178,125
	FUND TOTAL	<u>\$4,932,327</u>
 <u>CHILDREN YOUTH & FAMILIES FUND</u>		
246	Personnel Services	904,601
246	Materials & Services	2,465,031
	FUND TOTAL	<u>\$3,369,632</u>
 <u>DOG SERVICES FUND</u>		
247	Personnel Services	1,346,506
247	Materials & Services	817,689
	FUND TOTAL	<u>\$2,164,195</u>

<u>EMPLOYER CONTRIBUTION RESERVE FUND</u>		
250	Interfund Transfers	750,000
250	Reserve for Future Expenditures	1,546,269
	FUND TOTAL	<u>\$2,296,269</u>
<u>COUNTY SAFETY NET LEGISLATION LOCAL PROJECTS FUND</u>		
251	Materials & Services	1,014,534
	FUND TOTAL	<u>\$1,014,534</u>
<u>PUBLIC HEALTH FUND</u>		
252	Personnel Services	4,562,813
252	Materials & Services	2,802,414
252	Interfund Transfers	43,000
252	Contingency	888,348
	FUND TOTAL	<u>\$8,296,575</u>
<u>CLACKAMAS HEALTH CENTERS FUND</u>		
253	Personnel Services	21,872,706
253	Materials & Services	11,719,036
253	Interfund Transfers	25,000
253	Capital Outlay	1,014,000
253	Contingency	6,272,082
	FUND TOTAL	<u>\$40,902,824</u>
<u>TRANSIENT ROOM TAX FUND</u>		
255	Materials & Services	67,501
255	Interfund Transfers	3,941,199
	FUND TOTAL	<u>\$4,008,700</u>
<u>TOURISM DEVELOPMENT FUND</u>		
256	Personnel Services	1,005,958
256	Materials & Services	2,716,399
256	Contingency	400,043
	FUND TOTAL	<u>\$4,122,400</u>
<u>JUVENILE FUND</u>		
260	Personnel Services	5,139,781
260	Materials & Services	3,554,423
260	Capital Outlay	5,000
260	Contingency	150,000
	FUND TOTAL	<u>\$8,849,204</u>
<u>CLACKAMAS COUNTY DEBT SERVICE FUND</u>		
320	Debt Service	9,442,929
	FUND TOTAL	<u>9,442,929</u>
<u>DTD CAPITAL PROJECTS FUND</u>		
416	Capital Outlay	10,397,866
416	Contingency	43,299
	FUND TOTAL	<u>\$10,441,165</u>
<u>FLEET REPLACEMENT RESERVE FUND</u>		
418	Reserve for Future Expenditures	181,682
	FUND TOTAL	<u>\$181,682</u>

<u>CAPITAL PROJECTS RESERVE FUND</u>		
420	Materials & Services	395,072
420	Interfund Transfers	500,000
420	Capital Outlay	9,404,796
420	Reserve for Future Expenditures	2,621,018
420	Contingency	337,478
	FUND TOTAL	<u>\$13,258,364</u>
<u>LID CONSTRUCTION FUND</u>		
510	Materials & Services	100,250
510	Contingency	425,936
	FUND TOTAL	<u>\$526,186</u>
<u>STONECREEK GOLF COURSE FUND</u>		
601	Materials & Services	2,236,377
601	Debt Service	4,247,488
601	Interfund Transfers	180,000
601	Capital Outlay	65,500
601	Contingency	210,000
	FUND TOTAL	<u>\$6,939,365</u>
<u>CLACKAMAS BROADBAND UTILITY FUND</u>		
602	Personnel Services	238,487
602	Materials & Services	251,245
602	Capital Outlay	366,248
	FUND TOTAL	<u>\$855,980</u>
<u>CABLE ADMINISTRATION FUND</u>		
740	Personnel Services	391,699
740	Materials & Services	852,786
740	Interfund Transfers	200,000
740	Capital Outlay	55,000
740	Contingency	46,007
	FUND TOTAL	<u>\$1,545,492</u>
<u>RECORDS MANAGEMENT FUND</u>		
742	Personnel Services	426,946
742	Materials & Services	304,678
742	Capital Outlay	15,000
742	Contingency	135,072
	FUND TOTAL	<u>\$881,696</u>
<u>FACILITIES MANAGEMENT FUND</u>		
744	Personnel Services	3,121,223
744	Materials & Services	5,653,013
744	Capital Outlay	5,000
744	Contingency	43,713
	FUND TOTAL	<u>\$8,822,949</u>
<u>ELECTRONIC SERVICES FUND</u>		
746	Personnel Services	583,637
746	Materials & Services	1,904,120
746	Capital Outlay	497,340
	FUND TOTAL	<u>\$2,985,097</u>

<u>TELECOMMUNICATIONS SERVICES FUND</u>		
747	Personnel Services	6,033,682
747	Materials & Services	4,002,133
747	Interfund Transfers	150,000
747	Capital Outlay	846,000
747	Contingency	105,296
	FUND TOTAL	<u>\$11,137,111</u>
<u>CENTRAL DISPATCH FUND</u>		
748	Personnel Services	5,040,173
748	Materials & Services	877,413
748	Capital Outlay	20,000
748	Reserve for Future Expenditures	847,558
748	Contingency	50,000
	FUND TOTAL	<u>\$6,835,144</u>
<u>SELF-INSURANCE FUND</u>		
760	Materials & Services	3,020,599
760	Reserve for Future Expenditures	248,393
760	Contingency	2,937,913
	FUND TOTAL	<u>\$6,206,905</u>
<u>RISK MANAGEMENT CLAIMS FUND</u>		
761	Materials & Services	4,553,214
761	Reserve for Future Expenditures	750,000
761	Contingency	2,984,684
	FUND TOTAL	<u>\$8,287,898</u>
<u>SHERIFF'S OFFICE RETIREE MEDICAL BENEFITS FUND</u>		
762	Materials & Services	673,842
762	Contingency	2,768,081
	FUND TOTAL	<u>\$3,441,923</u>
<u>FLEET SERVICES FUND</u>		
770	Personnel Services	1,063,764
770	Materials & Services	3,887,300
770	Capital Outlay	351,459
770	Contingency	100,000
	FUND TOTAL	<u>\$5,402,523</u>
<u>PARKS TRUST FUND</u>		
850	Materials & Services	362,010
850	Interfund Transfers	4,679,612
850	Capital Outlay	40,000
850	Contingency	643,460
	FUND TOTAL	<u>\$5,725,082</u>
	GRAND TOTAL	<u>\$602,381,979</u>
	TOTAL APPROPRIATED	\$578,536,378
	TOTAL UNAPPROPRIATED	\$23,845,601
	GRAND TOTAL	<u>\$602,381,979</u>

COMPENSATION BOARD FOR ELECTED OFFICIALS

TO: Budget Committee
FROM: Compensation Board for Elected Officials
DATE: May 2, 2013
SUBJECT: Salary Recommendations for Elected Officials

At its April 11, 2013 meeting, the Compensation Board made recommendations for salaries of all elected officials: Assessor, Clerk, Commissioner, District Attorney, Justice of the Peace, Sheriff and Treasurer.

It is the Budget Committee's responsibility to balance all budget requests and provide for a budget in which expenses do not exceed revenues. It is the Compensation Board's responsibility to evaluate and recommend salary adjustments for the County's elected officials in order to maintain competitive wages with the market place. To accomplish this goal, the Compensation Board compares the salaries paid to elected officials in Clackamas County with those paid to other comparably employed individuals in similar labor markets (government agencies) such as Multnomah County, Washington County, Clark County and City of Portland.

This year, the Compensation Board strongly encourages the Budget Committee to make the needed salary adjustments to pay our elected officials competitively within the market a priority. The Compensation Board is highly concerned about achieving market parity and avoiding compression with subordinate County employees. The Compensation Board continues to identify and be concerned about the trend of slipping further behind the comparable market wages for most elected officials. This slippage is based on two factors: 1) the action of no salary increases for elected officials in the last four years, and 2) the market comparables beginning to shift their salaries upward. This year the Compensation Board also notes a cause for concern with internal alignment within the departments of some elected officials. If no action is taken, these elected official positions will be surpassed in salary by their second-in-command.

The Compensation Board's recommendations are based on their continued philosophy to maintain elected officials' salaries within plus or minus 5% of the market adjusted average. Additional information has been provided below in cases where internal alignment is an issue and more significant increase recommendations have been made.

Recommendations

Cost-of-Living Adjustment

The Compensation Board recognizes that all Represented and Non-Represented County employees received a cost-of-living adjustment on July 1, 2012 and that Represented employees with current contracts will receive a cost-of-living adjustment on July 1, 2013. In order to maintain internal alignment, the Compensation Board recommends all elected officials receive a cost-of-living adjustment of 2% on July 1, 2013. For the District Attorney, the Compensation Board recommends a 7.76% COLA to the County's portion of the official's salary. The State's portion of the salary comprises most of the District Attorney's salary and the COLA recommendation represents a 2% overall increase.

Salary Adjustment based on Market

Assessor

Assessor is currently 8.0% under market and has been surpassed in salary by the second-in-command. The Compensation Board recommends an individual market adjustment of 5.0% effective July 1, 2013. If the 2% COLA for all elected officials is not approved, then the Compensation Board recommends a 7.0% individual market adjustment for Assessor effective July 1, 2013.

Internal Alignment Issue

Elected Official	Monthly Salary	2nd in Command	Salary Plus Longevity	Percent Difference
Assessor	\$7,730.76	Assessment & Taxation Manager	\$8,090.03	-4.4%

County Clerk

Clerk is currently 1.9% under market. The Compensation Board does not recommend an individual market adjustment for Clerk; however, if the 2% COLA for all elected officials is not approved, then the Compensation Board recommends a 2.0% individual market adjustment for Clerk.

Commissioner

Commissioner is currently 7.3% under market. The Compensation Board recommends an individual market adjustment of 2.0% effective July 1, 2013. If the 2% COLA for all elected officials is not approved, then the Compensation Board recommends a 4.0% individual market adjustment for Commissioner.

In addition to the individual salary adjustment recommended for the Commissioner positions, the Compensation Board also recommends a 2% differential for the Board Chair position effective July 1, 2013. The Compensation Board recommends this 2% differential be added to the Chair's base pay rate to recognize the additional responsibilities of the Board Chair position. This differential will be applied to the base monthly salary for Commissioner, thereby creating a new base pay rate for the Board Chair position.

District Attorney

District Attorney is currently 1.7% over market. The Compensation Board does not recommend an individual market adjustment for District Attorney; however, if the 2% COLA equivalent for all elected officials is not approved, then the Compensation Board recommends a 7.76% individual market adjustment to the County's contribution of the District Attorney's salary.

Internal Alignment Issue

Elected Official	Monthly Salary	2nd in Command	Salary Plus Longevity	Percent Difference
District Attorney	\$3,028.58 \$8,736.00 \$11,764.58	Deputy District Attorney, Chief	\$11,722.67	0.4%

Justice of the Peace

Justice of the Peace is currently 6.5% under market. The Compensation Board recommends an individual market adjustment of 2.0% effective July 1, 2013. If the 2% COLA for all elected officials is not approved, then the Compensation Board recommends a 4.0% individual market adjustment for Justice of the Peace effective July 1, 2013.

Sheriff

Sheriff is currently 4.5% over market. The Compensation Board does not recommend an individual market adjustment for Sheriff.

Treasurer

Treasurer is currently 8.7% under market and compression with the second-in-command is significant. The Compensation Board recommends an individual market adjustment of 4.0% effective July 1, 2013. If the 2% COLA for all elected officials is not approved, then the Compensation Board recommends a 6.0% individual market adjustment for Treasurer effective July 1, 2013.

Internal Alignment Issue

Elected Official	Monthly Salary	2nd in Command	Salary Plus Longevity	Percent Difference
Treasurer	\$7,645.81	Treasurer Manager	\$7,561.05	1.1%

The Compensation Board takes its responsibilities very seriously and is supported by County Employee Services staff which performs the data collection and research for the Compensation Board. Our recommendation summary and fiscal impact spreadsheet are attached for your information. We may be contacted if you have questions regarding this information. Heather Pedersen, Compensation Manager, served as staff to our Board and can also provide information. Ms. Pedersen can be reached at (503) 742-5484. The Director of Employee Services, Nancy Drury, will be presenting these recommendations at the May 20, 2013 Budget Committee Hearing.


Mardi Slick


Timshel Tarbet


Camille Larsen

COMPENSATION BOARD FOR ELECTED OFFICIALS

As set out by Board Order 90-498 and Oregon Revised Statute 204.112, Compensation Board members Camille Larsen, Mardi Slick and Timshel Tarbet met on April 4, April 11, and May 2, 2013 to consider relevant information and to make recommendations for elected officials' compensation for fiscal year 2013/2014.

In reviewing the compensation for elected officials, the Compensation Board looked at cash compensation and deferred compensation for all of the Clackamas County comparables (Clark, Deschutes, Lane, Marion, Multnomah and Washington Counties, Cities of Portland and Vancouver, and Metro). The Compensation Board has endeavored to compare positions with similar responsibilities and accountabilities among comparable jurisdictions that provide essentially the same services. The Compensation Board's recommendations are then forwarded to the Budget Committee and to the Board of County Commissioners as a flat monthly rate which includes the fiscal impact of the recommendations, if any.

RECOMMENDATIONS

The Compensation Board recommends all elected officials receive a cost-of-living adjustment (COLA) of 2.0% on July 1, 2013. For the District Attorney, the Compensation Board recommends a 7.76% COLA to the County's portion of the official's salary. The State's portion of the salary comprises most of the District Attorney's salary and the COLA recommendation represents a 2% overall increase.

The Compensation Board also recommends that the elected officials receive the full individual market adjustment recommendations as specified below.

Assessor

The Compensation Board reviewed the monthly salaries for Assessor in Clark, Deschutes, Lane, Marion and Multnomah Counties. They also reviewed the comparable positions' responsibilities, size of the personal services budget, the number of direct and indirect reports, the second-in-command's salary range and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the Assessor's adjusted salary appears to be 8.0% below the adjusted market average. It was also noted that the salary of the Assessment and Taxation Manager who is the second-in-command, is 4.4% above that of the Assessor, which is of great concern. The Compensation Board recommends an individual market adjustment of 5.0% effective July 1, 2013. If the 2% COLA for all elected officials is not approved, then the Compensation Board recommends a 7.0% individual market adjustment for Assessor effective July 1, 2013.

The recommended increases, as described above, reflect an effort to reduce the margin of disparity with the market and address internal alignment. The recommended cost-of-living increase and individual market adjustment would

increase the Assessor's base monthly salary from \$7,730.76 to \$8,279.64 effective July 1, 2013.

Clerk

The Compensation Board reviewed the monthly salaries for Clerk in Deschutes, Lane and Marion Counties. They also reviewed the comparable positions' responsibilities, size of the personal services budget, population served, the number of direct and indirect reports, the second-in-command's salary range, and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the Clerk's adjusted salary appears to be 1.9% below the adjusted market average. It was also noted that there is a 21.5% spread between the Clerk and the Recording Manager who is the second-in-command, which is an acceptable spread. The Compensation Board recommends no individual market adjustment for the Clerk at this time. If the 2% COLA for all elected officials is not approved, then the Compensation Board recommends a 2% individual market adjustment for Clerk effective July 1, 2013.

The recommended cost-of-living adjustment would increase the Clerk's base monthly salary from \$7281.46 to \$7,427.09 effective July 1, 2013.

Commissioner

The Compensation Board reviewed the monthly salaries for Commissioner or comparable positions in Clark, Lane, Marion, Multnomah and Washington Counties, City of Portland and Metro. They also reviewed the comparable positions' responsibilities, size of the personal services budget, number of direct and indirect reports, the second-in-command's salary range, and the actual salary of Clackamas County's incumbents. The Compensation Board noted that the Commissioners' adjusted salary appears to be 7.3% below the adjusted market average. The Compensation Board also noted that in the case of the Commissioner both at Clackamas County and other jurisdictions, the second-in-command is generally paid higher, therefore salary compression was not considered. The Compensation Board recommends an individual market adjustment of 2.0% effective July 1, 2013. If the 2% COLA for all elected officials is not approved, then the Compensation Board recommends a 4.0% individual market adjustment for Commissioner effective July 1, 2013.

The recommended increases, as described above, reflect an effort to reduce the margin of disparity with the market. The recommended cost-of-living increase and individual salary adjustment would increase the Commissioners' base monthly salary from \$6,738.82 to \$7,011.07 effective July 1, 2013.

In consideration of the added responsibilities of the **Board Chair**, the Compensation Board recommends a 2% differential for the Board Chair position effective July 1, 2013. This differential will be an add-to-pay for the Board Chair position only and will be applied to the base monthly salary for Commissioner thereby creating a new base pay rate for the Board Chair position. If the salary recommendations for

Commissioner are upheld, the recommended adjustment for Board Chair would increase the Chair's base monthly salary from \$6,942.33 to \$7,159.29 effective July 1, 2013.

District Attorney

The Compensation Board reviewed the monthly salaries for District Attorney in Clark, Lane, Marion and Washington Counties. They also reviewed the comparable positions' responsibilities, size of the personal services budget, the number of direct and indirect reports, the second-in-command's salary range, and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the District Attorney's total adjusted salary (State and County) appears to be 1.7% above the adjusted market average. It was also noted that there is a .4% spread between the District Attorney and the Chief Deputy District Attorney who is the second-in-command, which is close but acceptable at this time. The State of Oregon currently pays District Attorneys for Counties of comparable size to Clackamas County \$8,867 per month, a 1.5% increase over last year, and each county contributes to that base salary. The Compensation Board recommends no individual market adjustment for the District Attorney at this time. If the 2% COLA equivalent for all elected officials is not approved, then the Compensation Board recommends a 7.76% individual market adjustment for District Attorney effective July 1, 2013. This recommendation recognizes that the current pay rate is within +/- 5% of market average, and acknowledges that the cost-of-living adjustment, as described above, would keep the District Attorney within this threshold. The recommended cost-of-living adjustment would increase the District Attorney's base monthly salary from \$3,028.58 to \$3,263.60 effective July 1, 2013.

Justice of the Peace

The Compensation Board reviewed the monthly salaries for Justice of the Peace in Deschutes, Marion and Washington Counties. The Compensation Board also reviewed the comparable positions' responsibilities, size of the personal services budget, number of direct and indirect reports, the second-in-command's salary range and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the adjusted salary for Justice of the Peace appears to be 6.5% below the adjusted market average. It was also noted that there is a 20.9% spread between the Justice of the Peace and the Administrative Services Manager who is the second-in-command, which is acceptable. The Compensation Board recommends an individual market adjustment of 2.0% effective July 1, 2013. If the 2% COLA for all elected officials is not approved, then the Compensation Board recommends a 4.0% individual market adjustment for Justice of the Peace effective July 1, 2013.

The recommended increases, as described above, reflect an effort to reduce the margin of disparity with the market. The recommended cost-of-living adjustment would increase the Justice of the Peace's base monthly salary from \$7,356.26 to \$7,653.45 effective July 1, 2013

Sheriff

The Compensation Board reviewed the monthly salaries for Sheriff in Clark, Lane, Marion and Washington Counties. They also reviewed the comparable positions' responsibilities, size of the personal services budget, the number of direct and indirect reports, the second-in-command's salary range, and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the Sheriff's adjusted salary appears to be 4.5% above the adjusted market average. The Compensation Board recommends no individual market adjustment for the Sheriff at this time. This recommendation recognizes that the current pay rate is within +/- 5% of market average, and acknowledges that the cost-of-living adjustment as described above would keep the Sheriff within this threshold. The Compensation Board reiterated that the County will continue to ensure the Sheriff's salary is at least \$1.00 more per month than that of the highest paid Undersheriff position. This follows the Compensation Board practice and maintains compliance with ORS language. The recommended cost-of-living adjustment would increase the Sheriff's base monthly salary from \$11,776.09 to \$12,011.61 effective July 1, 2013.

It is noted that the Sheriff's salary was increased twice in fiscal year 2012/2013 due to increases in the salary of an Undersheriff. If at any time during fiscal year 2013/2014 an Undersheriff receives a salary increase such as a cost-of-living or merit increase, the Sheriff's pay rate will be evaluated for compliance and adjustments made as necessary.

Treasurer

The Compensation Board reviewed the monthly salaries for Treasurer in Marion County, City of Portland and City of Vancouver. They also reviewed the comparable positions' responsibilities, size of the personal services budget, the number of direct and indirect reports, the second-in-command's salary range, size of investment portfolio, and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the Treasurer's adjusted salary appears to be 8.7% below the adjusted market average. It was also noted that there is a 1.1% spread between the Treasurer and the Treasury Manager who is the second-in-command, which is of concern. The Compensation Board recommends an individual market adjustment of 4.0% effective July 1, 2013. If the 2% COLA for all elected officials is not approved, then the Compensation Board recommends a 6.0% individual market adjustment for Treasurer effective July 1, 2013.

The recommended increases, as described above, reflect an effort to reduce the margin of disparity with the market and address internal alignment. The recommended cost-of-living increase and individual market adjustment would increase the Treasurer's base monthly salary from \$7,645.81 to \$8,110.68 effective July 1, 2013.

**COMPENSATION BOARD FOR ELECTED OFFICIALS
RECOMMENDATIONS FOR FY 2013/2014 - COLA and Individual Market Adjustments**

ELECTED OFFICIAL	CURRENT MONTHLY SALARY (w/6.27% deferred comp)	Effective July 1, 2013			FISCAL IMPACT July 1, 2013 - June 30, 2014
		RECOMMENDED COST-OF-LIVING ADJUSTMENT	PROPOSED MONTHLY SALARY with COLA ONLY	RECOMMENDED INDIVIDUAL ADJUSTMENT	
ASSESSOR	\$7,730.76	2.0%	\$7,885.38	5.0%	\$8,279.64
Robert Vroman	\$8,215.48		\$8,379.79		
<i>Annual w/def comp</i>	\$98,586		\$100,557		\$105,585
CLERK	\$7,281.46	2.0%	\$7,427.09	0.0%	\$7,427.09
Sherry Hall	\$7,738.01		\$7,892.77		
<i>Annual w/def comp</i>	\$92,856		\$94,713		\$94,713
COMMISSIONER		2.0%	\$6,873.60	2% + 2%*	\$7,151.29
John Ludlow - Board Chair	\$6,738.82		\$7,304.57		
<i>Annual w/def comp</i>	\$85,936		\$87,655		\$91,196
Paul Savas - Position 2	\$6,738.82	2.0%	\$6,873.60	2.0%	\$7,011.07
	\$7,161.34		\$7,304.57		
<i>Annual w/def comp</i>	\$85,936		\$87,655		\$89,408
Martha Shrader - Position 3	\$6,738.82	2.0%	\$6,873.60	2.0%	\$7,011.07
	\$7,161.34		\$7,304.57		
<i>Annual w/def comp</i>	\$85,936		\$87,655		\$89,408
Tootie Smith - Position 4	\$6,738.82	2.0%	\$6,873.60	2.0%	\$7,011.07
	\$7,161.34		\$7,304.57		
<i>Annual w/def comp</i>	\$85,936		\$87,655		\$89,408
Jim Bernard - Position 5	\$6,738.82	2.0%	\$6,873.60	2.0%	\$7,011.07
	\$7,161.34		\$7,304.57		
<i>Annual w/def comp</i>	\$85,936		\$87,655		\$89,408
DISTRICT ATTORNEY	\$3,028.58	7.76%	\$3,263.60	0.0%	\$3,263.60
John Foote	\$3,218.47		\$3,468.23		
<i>State Amnt</i>	\$8,867.00		\$8,867.00		\$8,867.00
	\$11,895.58		\$12,130.60		\$12,130.60
<i>Annual w/def comp</i>	\$145,026		\$148,023		\$148,023
JUSTICE OF THE PEACE	\$7,356.26	2.0%	\$7,503.39	2.0%	\$7,653.45
Karen Brisbin	\$7,817.50		\$7,973.85		
<i>Annual w/def comp</i>	\$93,810		\$95,686		\$97,600
SHERIFF**	\$11,776.09	2.0%	\$12,011.61	0.0%	\$12,011.61
Craig Roberts	\$12,514.45		\$12,764.74		
<i>Annual w/def comp</i>	\$150,173		\$153,177		\$153,177
TREASURER	\$7,645.81	2.0%	\$7,798.73	4.0%	\$8,110.68
Shari Anderson	\$8,125.20		\$8,287.71		
<i>Annual w/def comp</i>	\$97,502		\$99,452		\$103,431

* Compensation Board recommends the Board Chair position receive 2% additional pay than other Commissioner positions effective July 1, 2013.

** Sheriff's salary per Compensation Board's practice and O.R.S. language must be more than 2nd-in-Command; salary adjustments will be made as necessary during fiscal year.



STEVE WHEELER
COUNTY ADMINISTRATOR

OFFICE OF THE COUNTY ADMINISTRATOR

June 27, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Adopting Change Fees for
Clackamas County Fiscal Year 2013-2014

Purpose/Outcome	Adopting Change Fees for FY 2013-2014
Dollar Amount and Fiscal Impact	Varies according to number of fee applications submitted - miscellaneous increases of different amounts depending on fee category.
Funding Source	NA
Safety Impact	NA
Duration	Annual Fee Schedule
Previous Board Action/Review	Board Study Session on February 26, 2013
Contact Person	Anya Mundy, County Counsel - (503) 655-8362

Please find attached a resolution adopting proposed fee changes for Clackamas County for Fiscal Year 2013-2014.

In 2002, the County began the process of adopting and modifying fees and fines by resolution once annually. All fees and fines are reviewed annually by various departments. After review, departments propose new or changed fees and fines for consideration by the Board in study session. In 2012, it was determined that fines should be adopted by ordinance rather than resolution. The attached resolution reflects the new or changed fees that have been previously reviewed by the Board and tentatively approved for adoption.

The approval of the attached resolution completes the process of adopting fees for Fiscal Year 2013-2014. If approved, these fees will be incorporated into County Code Appendix A - Fees, and will be effective July 1, 2013.

RECOMMENDATION

The staff respectfully recommends that the Board approve and sign the attached resolution adopting changed fees for Clackamas County for Fiscal Year 2013-2014.

Sincerely,

Steve Wheeler
County Administrator

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COUNTY
COMMISSIONERS ADOPTING
CHANGED COUNTY FEES FOR
FISCAL YEAR 2013-2014



RESOLUTION NO. _____

NOW, THEREFORE; BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

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

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

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

Section 5: Effective Date. The changes to fees authorized by Section 1 of this resolution and shown on the attachments shall become effective on July 1, 2013.

DATED this 27th day of June, 2013.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

DEPARTMENT / DIVISION	DATE OF ZONING REGULATION	by ORS	GRS	Code	Fee	Proposed Fee
BUSINESS & COMMUNITY SERVICES - PARKS						
Barton Park					\$125	
Picnic Area #1 covered shelter 150 persons – Reserved rental fee	Code §1.01.090			x		no change
Picnic Area #1 covered shelter 150 persons – Drop-In rental fee	Code §1.01.090			x	n/a	\$93.75
Picnic Area #2 covered shelter 300 persons – Reserved rental fee	Code §1.01.090			x	\$150	no change
Picnic Area #2 covered shelter 300 persons – Drop-In rental fee	Code §1.01.090			x	n/a	\$112.50
Picnic Area #3 75 persons – Reserved rental fee	Code §1.01.090			x	\$ 45	no change
Picnic Area #3 75 persons – Drop-In rental fee	Code §1.01.090			x	n/a	\$33.75
Picnic Area #4 200 persons – Reserved rental fee	Code §1.01.090			x	\$75	no change
Picnic Area #4 200 persons – Drop-In rental fee	Code §1.01.090			x	n/a	\$56.25
Picnic Area #5 150 persons – Reserved rental fee	Code §1.01.090			x	\$65	no change
Picnic Area #5 150 persons – Drop-In rental fee	Code §1.01.090			x	n/a	\$48.75
Picnic Area #6 250 persons – Reserved rental fee	Code §1.01.090			x	\$450	no change
Picnic Area #6 250 persons – Drop-In rental fee	Code §1.01.090			x	n/a	\$337.50
Picnic Area #7 100 persons – Reserved rental fee	Code §1.01.090			x	\$125	no change
Picnic Area #7 100 persons – Drop-In/Off-Season rental fee	Code §1.01.090			x	n/a	\$93.75
Eagle Fern Park	Code §1.01.090			x	\$110	no change
Picnic Area #1 covered shelter 100 persons - Reserved rental fee						
Picnic Area #1 covered shelter 100 persons – Drop-In/Off-Season rental fee	Code §1.01.090			x	n/a	\$82.50
Picnic Area #2 covered shelter 300 persons – Reserved rental fee	Code §1.01.090			x	\$150	no change
Picnic Area #2 covered shelter 300 persons – Drop-In rental fee	Code §1.01.090			x	n/a	\$112.50
Picnic Area #3 100 persons – Reserved rental fee	Code §1.01.090			x	\$55	no change

DEPARTMENT DIVISION	DESCRIPTION	Code	Fee Amount	Change
Picnic Area #3 100 persons – Drop-In rental fee	Code §1.01.090	x	n/a	\$41.25
Picnic Area #4 100 persons – Reserved rental fee	Code §1.01.090	x	\$55	no change
Picnic Area #4 100 persons – Drop-In rental fee	Code §1.01.090	x	n/a	\$41.25
Feyrer Park	Code §1.01.090	x		no change
Picnic Area #1 100 persons – Reserved rental fee			\$45	
Picnic Area #1 100 persons – Drop-In rental fee	Code §1.01.090	x	n/a	\$33.75
Picnic Area #2 covered shelter 150 persons – Reserved rental fee	Code §1.01.090	x	\$125	no change
Picnic Area #2 covered shelter 150 persons – Drop-In/Off-Season rental fee	Code §1.01.090	x	n/a	\$93.75
Picnic Area #3 200 persons – Reserved rental fee	Code §1.01.090	x	\$75	no change
Picnic Area #3 200 persons – Drop-In rental fee	Code §1.01.090	x	n/a	\$56.25
Metzler Park	Code §1.01.090	x		no change
Picnic Area #1 75 persons – Reserved rental fee			\$45	
Picnic Area #1 75 persons – Drop-In rental fee	Code §1.01.090	x	n/a	\$33.75
Picnic Area #2 150 persons– Reserved rental fee	Code §1.01.090	x	\$65	no change
Picnic Area #2 150 persons – Drop-In rental fee	Code §1.01.090	x	n/a	\$48.75
Picnic Area #3 covered shelter 75 persons – Reserved rental fee	Code §1.01.090	x	\$100	no change
Picnic Area #3 covered shelter 75 persons – Drop-In/Off-Season rental fee	Code §1.01.090	x	n/a	\$75.00
Picnic Area #4 100 persons– Reserved rental fee	Code §1.01.090	x	\$125	
Picnic Area #4 100 persons – Drop-In rental fee	Code §1.01.090	x	n/a	\$93.75
Each picnic area	Code §1.01.090	x	\$30 Refundable cleanup Deposit	no change
Camping – primitive sites	Code §1.01.090	x	\$21/night	no change
Camping – H20/elec. sites	Code §1.01.090	x	\$21/night	\$26/night
Reservation fee -- nonrefundable	Code §1.01.090	x	\$8/per site	no change
Change in Reservation	Code §1.01.090	x	\$8/per site	no change
Cancellation in Reservation	Code §1.01.090	x	\$8/per site	no change
Extra Vehicle Fee	Code §1.01.090	x	\$2 per vehicle	no change
Shower Fees (non-camper)	Code §1.01.090	x	\$3	\$5

DEPARTMENT DIVISION	Code	OR	Fee	Proposed amount
Day Use Parking Fee	Code §1.01.090		x	\$5/vehicle no change
Day Use Season Pass Parking Fee	Code §1.01.090		x	\$40/1-year \$60/2-year no change
Commercial Day Use Parking Fee	Code §1.01.090		x	\$20/vehicle no change
Commercial Day Use Season Pass Parking Fee	Code §1.01.090		x	\$100/year no change
OSMB Licensed Boat Parking Fee	Code §1.01.090		x	n/a \$2
OSMB Licensed Boat Season Pass Parking Fee	Code §1.01.090		x	n/a \$20/1-year \$35/2-year
Firewood Full box	Code §1.01.090		x	\$10 no change
Firewood Half box	Code §1.01.090		x	\$6 no change
Sportsbag Rentals	Code §1.01.090		x	\$10/day w/\$20 refundable deposit no change
Dump station	Code §1.01.090		x	No charge for paid campers; \$5 for non-campers \$15
Special Use request	Code §1.01.090		x	\$20/item no change
Alcoholic beverages refundable cleanup deposit	Code §6.06.07.01		x	\$30 refundable deposit no change
Witness deposit for park rule violation hearing	Code §6.06.16.03		x	\$15 per witness no change
SHERIFF/CIVIL				
Writ of Garnishment	ORS 18.652(5)	X		25.00* 25.00*
Summons, Petition <ul style="list-style-type: none"> Up to two persons at same address Three or more at same address, per person 	ORS 21.300(1)(a)	X		36.00* 36.00*
		X		20.00* 20.00*
Notice with Enforcement Process (Plus enforcement fee)	ORS 21.300(1)(a)	X		36.00* 36.00*
Enforcement Process <ul style="list-style-type: none"> Plus security and inventory services after first 	ORS 21.300(1)(b)	X		70.00* 70.00*

DEPARTMENT/DIVISION	AUTHORITY/REGULATION	Fee	ORS	Code	UNIT	Proposed Fee amount
hour			X		Actual cost*	Actual cost*
• Plus reasonable amount for Keeper's fee			X		Actual cost*	Actual cost*
Sale of property			X			Actual cost
• Advertising, posting, sale preparation, conducting the sale, and mailings	ORS 18.930(5) ORS 21.300(1)(a)		X			Actual cost
• Post-sale Administration			X			Actual cost
Posting of sale notices	ORS 21.300(1)(a)	X			36.00*	36.00*
Folio fee for documents created by the sheriff	ORS 21.300(1)(d)	X			3.00/per 100 words*	3.00/per 100 words*
Copying of Processes, Orders and Notices, Per File	18.930(5)		X		0.25/per page*	0.25/per page*
Creation of Conveyance	ORS 21.300(1)(c)	X			30.00*	30.00*
Note: * These fees have always been charged under authority or Oregon Revised Statute (ORS). This action places all fees into Appendix A of the County Code.						

DTD - PLANNING – Land Use Applications

Hearings Officer Review	Code §1.01.090			x	\$1,050 Deposit; \$6,300 Max fee	\$1,050 Deposit; \$6,300 Max fee
Temporary Permit for Care – New & Renewal	ZDO §1502			x	\$504	\$504
Temporary Permit for Care – Renewal	ZDO §1502			*	\$236	N/A
Variance Permit	ZDO §1502			x	\$545	\$900

DTD - BUILDING CODES DIVISION

Research Fee	Code §1.01.090			x	\$25/hour	\$70/hour - 1 hour minimum
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DTD - ENGINEERING

Research Fee	Code §1.01.090			x	\$25/hour	\$70/hour - 1 hour minimum
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Existing Road right-of-way improvements (Not requiring a development permit.)

Ditches, culverts, drainage	Code §1.01.090			x	\$95	\$95
Sidewalk installation/repair	Code §1.01.090			x	\$95	\$95
Minor paving	Code §1.01.090			x	\$95	\$95

Development Permit -- Work in existing road right-of-way (For work not associated with residential or commercial development project.)

Up to \$10,000 in improvement costs	Code §1.01.090			x	\$974	\$974
For \$10,000 or more in improvement costs	Code §1.01.090			x	8.83%	8.83%

Corrections -- development fee was dropped from fee schedule in FY 11/12; rename the Road r/w improvement fee to reflect work covered.

DTD - SURVEYOR

Condominium Plats

Termination of Condominium Plat	ORS 100.105 (2)(b) or (7)(d), 100.600			x	N/A	\$125 plus recording fee
Condominium Plat Amendment	ORS 100.116			x	N/A	Actual Cost plus recording fee
Correction Amendment to Condominium Plat	ORS 100.118			x	N/A	Actual Cost plus recording fee
Supplemental Condominium Plat Review & Approval	ORS 100.120			x	N/A	Actual Cost plus recording fee

Department/Division - FEES	Applicable	Fee	Code	Amount	Notes	Approval
DTD - SDC						
Refund			Code §11.03.060.B	x	N/A	Approved through Ordinance revision 7/2012.
Credit Voucher / Private Party Transfer(s)			Code §11.03.080.B	x	N/A	Approved through Ordinance revision 09/2012.
Alternate Trip Generation / Staff Review			Code §11.03.050.F.2	x	N/A	Approved through Ordinance revision 10/2012.
Development Agreement			Code §11.03.030.E	x	N/A	\$250 Deposit. Actual Costs. Approved through Ordinance revision 10/2012.
Transportation SDC - appeal fee			Code §11.03.030.D.3.e.i	x	\$500	\$1,050 Deposit. Actual Costs. Approved through Ordinance revision 10/2012.

DTD - TRANSPORTATION MAINTENANCE

Canby Ferry Ridership Fees	Code §1.01.090	*Ferry Ridership Fees were reviewed and approved during study session prior to 7/1/2012.			
Motorcycles, Bicycles, Pedestrians			x	\$1	\$2
Car or Pickup < 22 feet in length			x	\$2	\$4
Car or Pickup > 22 feet in length			x	\$4	\$8
Car or Pickup with trailer < 22 feet in length			x	\$2	\$4
Car or Pickup with trailer > 22 feet in length			x	\$4	\$8
Large oversize vehicle (3 spaces) – Vehicle using one lane			x	\$6	\$12
Large oversize vehicle using whole ferry			x	\$12	\$24
Punch Card Pass System for (boardings 20 crossings)			x	\$35.00 (\$1.75 per ride)	\$50.00 (save \$1.50 per crossing)



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 27, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution Adopting the Enhanced Law Enforcement District
2013-14 Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014**

Purpose/Outcome	Budget adoption for Clackamas County Law Enforcement District FY 2013-2014
Dollar Amount and fiscal Impact	The effect is to establish appropriations of \$5,890,424
Funding Source	Includes Fund Balance, Taxes, State and Miscellaneous Revenue and Other Financing Sources.
Safety Impact	N/A
Duration	July 1, 2013-June 30, 2014
Previous Board Action/Review	Budget Committee approval May 23, 2013.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:


Attached is the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2013-2014 fiscal year.

This Resolution establishes a budget for the Enhanced Law Enforcement District July 1, 2013 through June 30, 2014 inclusive of \$5,890,424.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,


Diane D. Padilla
Budget Manager

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

In the Matter of Adopting a Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014, for the Enhanced Law Enforcement District



Resolution No. _____.

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2013-2014 in the total of \$5,890,424 and establishes appropriations as follows:

General Fund

Materials & Services	\$5,562,024.
Debt Service	178,400.
Capital Outlay	<u>150,000.</u>
Total	<u>\$5,890,424.</u>

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2013-2014 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.7198 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 27th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS

Acting as the governing body of the
Enhanced Law Enforcement District

Chair

Recording Secretary



DEPARTMENT OF FINANCE

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

June 27, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution Adopting the Clackamas County Extension and 4-H Service District
2013-14 Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014**

Purpose/Outcome	Budget adoption for Clackamas County Extension and 4-H Service District FY 2013-2014
Dollar Amount and fiscal Impact	The effect is to establish appropriations of \$4,551,176
Funding Source	Includes Fund Balance, Taxes and State and Miscellaneous Revenue.
Safety Impact	N/A
Duration	July 1, 2013-June 30, 2014
Previous Board Action/Review	Budget Committee approval May 23, 2013.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Attached is the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2013-2014 fiscal year.

This Resolution establishes a budget for the Clackamas County Extension and 4-H Service District July 1, 2013 through June 30, 2014 inclusive of \$4,551,176.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

Diane D. Padilla
Budget Manager

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

In the Matter of Adopting a Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014, for the Clackamas County Extension and 4-H Service District



Resolution No. _____.

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2013-2014 in the total of \$4,551,176 and establishes appropriations as follows:

General Fund

Materials & Services	\$1,565,851.
Contingency	<u>535,325.</u>
Total	<u>\$2,101,176.</u>

(Unappropriated Reserves) \$2,450,000.

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2013-2014 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.0500 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 27th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS

Acting as the governing body of the
Clackamas County Extension and 4-H Service District

Chair

Recording Secretary



June 27, 2013

5
GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for the Library Service District of Clackamas County
Adopting a 2013-14 Fiscal Year Budget, Making Appropriations and
Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014

Purpose/Outcome	Approval of a Resolution to Adopt 2013-14 Fiscal Year (FY) Budget for the Library Service District of Clackamas County.
Dollar Amount and fiscal Impact	To establish the Library Service District budget in the amount of \$15,283,009 for FY 2013-14.
Funding Source	Property Taxes
Safety Impact	N/A
Duration	July 1, 2013 through June 30, 2014
Previous Board Action/Review	May 23, 2013 – Library Service District budget committee approved the FY 2013-14 budget as presented.
Contact Person	Laura Zentner, CPA, BCS Deputy Director 503.742.4351
Contract No.	N/A

BACKGROUND:

The attached resolution adopts the budget as published and approved by the Budget Committee, and in accordance with the state budget law, to make appropriations and to impose and categorize taxes for the 2013-2014 fiscal year.

This Resolution will establish a budget for the Library Service District of Clackamas County in the amount of \$15,283,009.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached resolution as presented.

Respectfully submitted,

Gary Barth
BCS Director

007

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

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ACTING AS THE GOVERNING BODY OF THE CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT IN THE MATTER OF ADOPTING A 2013-14 FISCAL YEAR BUDGET, MAKING APPROPRIATIONS, IMPOSING AND CATEGORIZING TAXES FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2014



Resolution No.

WHEREAS, the proposed expenditures and resources constituting the budget for the Library Service District of Clackamas County for the period of July 1, 2013 through June 30, 2014, inclusive, have been prepared, published, and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Clackamas Review on June 19, 2013; and,

WHEREAS, ORS 294.456 requires Districts to make appropriations, impose and categorize the tax levy when adopting the budget.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

The budget is hereby adopted for the fiscal year 2013-2014 in the amount of \$15,283,009. The budget appropriation categories are established as follows:

General Fund

Materials & Services	\$ 11,446,308
Interfund Transfer	3,079,680
Contingency	<u>757,021</u>
Total	<u>\$ 15,283,009</u>

The following ad valorem property taxes are hereby imposed for tax year 2013-2014 upon the assessed value of all taxable property within the District and categorized for purposes of Article XI section 11b as subject to General Government Limitations:

At the rate of \$0.3974 per \$1,000 of assessed value for permanent rate tax.

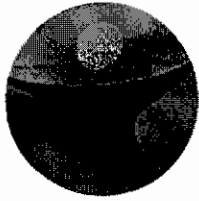
ADOPTED this 27th day of June, 2013

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Acting as the governing body of the
Library Service District of Clackamas County

John Ludlow, Chair

Recording Secretary



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

6
COPY

June 27, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for North Clackamas Parks & Recreation District
Adopting a 2013-14 Fiscal Year Budget, Making Appropriations and
Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014**

Purpose/Outcome	Adoption of Fiscal Year (FY) 2013-14 budget for North Clackamas Parks & Recreation District (NCPRD)
Dollar Amount and fiscal impact	North Clackamas Parks & Recreation District FY 2013-14 budget in the amount of \$23,959,925
Funding Source	Property taxes, System Development Charges, fees, grants, donations, etc.
Safety Impact	N/A
Duration	July 1, 2013 through June 30, 2014
Previous Board Action/Review	April 3, 2013 - NCPRD District Advisory Board recommended forwarding budget to NCPRD budget committee for approval. May 23, 2013 - NCPRD budget committee approved the FY 2013-14 budget as presented.
Contact Person	Laura Zentner, CPA BCS Deputy Director 503.742.4351
Contract No.	N/A

BACKGROUND: The attached resolution and exhibit adopt the budget as published and approved by the Budget Committee, and in accordance with the state budget law, to make appropriations and to impose and categorize taxes for the 2013-14 fiscal year.

This resolution will establish a budget for North Clackamas Parks and Recreation District in the amount of **\$23,959,925**.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached resolution as presented.

Respectfully submitted,

Gary Barth
NCPRD Director

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

COPY

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ACTING AS THE GOVERNING BODY OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT IN THE MATTER OF ADOPTING A 2013-14 FISCAL YEAR BUDGET, MAKING APPROPRIATIONS AND IMPOSING AND CATEGORIZING TAXES FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2014

Resolution No.

WHEREAS, the proposed expenditures and resources constituting the budget for the North Clackamas Parks and Recreation District, Clackamas County, Oregon, for the period of July 1, 2013 through June 30, 2014, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Clackamas Review on June 19, 2013; and,

WHEREAS, ORS 294.456 requires Districts to make appropriations, impose and categorize the tax levy when adopting the budget.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

The budget is hereby adopted for the fiscal year 2013-2014 in the amount of **\$23,959,925** and establishes appropriations as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

The following ad valorem property taxes are hereby imposed for tax year 2013-2014 upon the assessed value of all taxable property within the District and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.5382 per \$1,000 of assessed value for permanent rate tax.

ADOPTED this 27th day of June, 2013

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
Acting as the governing body of the
North Clackamas Parks & Recreation District

John Ludlow, Chair

Recording Secretary

**North Clackamas Parks and Recreation District
Fiscal Year 2013-2014
Exhibit A**

General Fund

Administration Division	\$ 920,021
Parks Maintenance Division	\$ 1,861,207
Program Services Division	\$ 1,242,520
Milwaukie Center Division	\$ 639,715
Aquatic Park Division	\$ 1,780,234
Community Relations	\$ 323,081
Planning Division	\$ 380,064
Natural Resources	\$ 342,531
Non-departmental	
Transfers to Other Funds	\$ 1,405,000
Contingency	\$ 1,752,869
	<u>\$10,647,242</u>

Nutrition & Transportation Fund

Nutrition Division	\$ 497,609
Transportation Division	\$ 173,386
Non-departmental	
Transfers to Other Funds	\$ 32,332
Contingency	\$ 609,403
	<u>\$ 1,312,730</u>

System Development Charge District-wide Fund

Transfers to Other Funds	\$ 839,982
Contingency	\$ 1,314,331
	<u>\$ 2,154,313</u>

System Development Charge Zone 1 Fund

Contingency	\$ 6,152
	<u>\$ 6,152</u>

System Development Charge Zone 2 Fund

Contingency	\$ 224,275
	<u>\$ 224,275</u>

System Development Charge Zone 3 Fund

Contingency	\$ 1,272,527
	<u>\$ 1,272,527</u>

Debt Service Fund - Series 2010

Materials and Services	\$ 1,000
Debt Service	\$ 497,000
Reserve (Unappropriated)	\$ 97,438
	<u>\$ 595,438</u>

Debt Service Fund - Series 2008

Materials and Services	\$ 1,000
Debt Service	\$ 563,000
Reserve (Unappropriated)	\$ 106,111
	<u>\$ 670,111</u>

Capital Projects Fund

Capital Outlay	\$ 4,547,106
Transfers to Other Funds	\$ 10,000
Contingency	\$ 836,725
	<u>\$ 5,393,831</u>

Fixed Asset Replacement

Materials and Services	\$ 25,000
Capital Outlay	\$ 329,345
Contingency	\$ 1,328,961
	<u>\$ 1,683,306</u>

Grand Total	<u>\$ 23,959,925</u>
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Total Appropriated	\$ 23,756,376
Total Unappropriated	\$ 203,549
	<u>\$ 23,959,925</u>



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

June 27, 2013

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Development Agency Board
Clackamas County

Members of the Board:

A Board Resolution Adopting and Appropriating Funds for the 2013-14 Budget
for the Clackamas County Development Agency

Purpose/Outcomes	Adopting and Appropriating Funds for the 2013-14 Budget
Dollar Amount and Fiscal Impact	None
Funding Source	Urban Renewal
Safety Impact	None
Duration	2013-2014 fiscal year
Previous Action	Budget Committee Meeting – May 23, 2013
Contact Person	Dan Johnson, Manager – Development Agency 503-742-4325 or danjoh@co.clackamas.or.us
Contract No.	Not Applicable

BACKGROUND:

Attached is the Fiscal Year 2013-14 budget for the Clackamas County Development Agency, the urban renewal authority for Clackamas County. The budget consists of "General Operating Funds" for the Clackamas Town Center plan area (CTC), Clackamas Industrial Development Area (CIA), Government Camp Village plan area (GOVY), and North Clackamas Revitalization Area (NCRA).

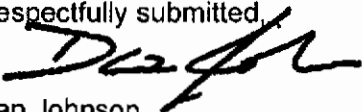
The Development Agency Budget Committee conducted a public meeting on the proposed budget May 23, 2013. The committee approved the proposed budget and recommends Board approval of the attached Development Agency Budget.

The attached Resolution adopts and appropriates funds for the Development Agency Budget July 1, 2013 through June 30, 2014 inclusive and directs copies of the Budget be transmitted to the County Clerk and Assessor.

RECOMMENDATION:

- Approve the attached Resolution adopting and appropriating funds for the FY 2013-14 Clackamas County Development Agency Budget.

Respectfully submitted,


Dan Johnson
Development Agency Manager

For information on this issue or copies of attachments, please contact
Dan Johnson @ 503-742-4325

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

In the Matter of Adopting and
Appropriating Funds for the
2013-14 Budget for the Clackamas
County Development Agency (Tax
Increment Financing Areas)



RESOLUTION NO.:
PAGE 1 of 3

THIS MATTER COMING before the Board of County Commissioners, acting as the governing body of the Clackamas County Development Agency ("Board"), and it appearing to the Board that the operating expenditures and revenues constituting the operating fund and debt service fund budgets for the Clackamas Town Center Development Area and the operating fund budget for the Clackamas Industrial Development Area, and operating fund budget for the Government Camp Village Revitalization Area, and the operating fund and debt service fund budgets for the North Clackamas Revitalization Area, all of which are tax increment financing plan areas for the period of July 1, 2013 through June 30, 2014 inclusive, have been prepared and published and submitted to the taxpayers for recommendation at a public hearing held on June 27, 2013 as provided by statute; and

IT FURTHER APPEARING to the Board that the opportunity for public comment was made available to any resident of the tax increment financing plan area or the general County; and

IT FURTHER APPEARING to the Board that the Clackamas County Development Agency Budget Committee conducted a public meeting on the proposed FY 2013-14 budget on May 23, 2013 and approved the budget and recommends Board approval;

NOW THEREFORE, IT IS HEREBY RESOLVED that the operating fund budget and debt service fund budget for the Clackamas Town Center Development Area is appropriated as follows:

OPERATING FUND

Material and Services	\$	2,600,807.00
Capital Outlay	\$	14,340,000.00
Special Expenditures (Contingency)	\$	<u>2,090,978.00</u>
TOTAL OPERATING FUND EXPENDITURES	\$	19,031,785.00

DEBT SERVICE FUND

Debt Service	\$	2,000,000.00
Interfund Transfer to Fund 450	\$	7,500,000.00
Special Expenditures (Contingency)	\$	<u>2,500,000.00</u>
TOTAL DEBT SERVICE FUND	\$	12,000,000.00

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

In the Matter of Adopting and
Appropriating Funds for the
2013-14 Budget for the Clackamas
County Development Agency (Tax
Increment Financing Areas)



RESOLUTION NO.
PAGE 2 of 3

IT IS FURTHER RESOLVED that the operating fund budget for the Clackamas Industrial Development Area is appropriated as follows:

OPERATING FUND	
Material and Services	\$ 487,757.00
Capital Outlay	\$ 2,460,800.00
Special Expenditures (Contingency)	\$ <u>1,658,059.00</u>
 TOTAL OPERATING FUND EXPENDITURES	 \$ 4,606,616.00

IT IS FURTHER RESOLVED that the operating fund budget for the Government Camp Village Revitalization Area is appropriated as follows:

OPERATING FUND	
Material and Services	\$ 162,603.00
Capital Outlay	\$ <u>860,909.00</u>
 TOTAL OPERATING FUND EXPENDITURES	 \$ 1,023,512.00

IT IS FURTHER RESOLVED that the operating fund budget and debt service fund budget for the North Clackamas Revitalization Area is appropriated as follows:

OPERATING FUND	
Material and Services	\$ 723,260.00
Capital Outlay	\$ 2,996,500.00
Special Expenditures (Contingency)	\$ <u>29,503.00</u>
 TOTAL OPERATING FUND EXPENDITURES	 \$ 3,749,263.00

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

In the Matter of Adopting and
Appropriating Funds for the
2013-14 Budget for the Clackamas
County Development Agency (Tax
Increment Financing Areas)



RESOLUTION NO.:
PAGE 3 of 3

DEBT SERVICE FUND

Debt Service	\$ 552,820.00
Interfund transfer to Fund 453	\$ 2,265,681.00
Special Expenditures (Contingency)	<u>\$ 200,000.00</u>
 TOTAL DEBT SERVICE FUND	 \$ 3,018,501.00

IT IS FURTHER RESOLVED that the FY 2013-14 ad valorem tax, all of which is subject to the General Government Limitation set forth in section 11b, Article XI of the Oregon Constitution, is certified to the County Assessor for the North Clackamas Revitalization Plan Area in the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX, of the Oregon Constitution and CRS Chapter 457; and

IT IS FURTHER RESOLVED that the Board hereby adopts the budget for fiscal year 2013-14 in the total of \$70,483,826.00 now on file at the Development Service Building.

DATED THIS 27th DAY OF JUNE, 2013.

BOARD OF COUNTY COMMISSIONERS
Acting as the Governing Body of the
Clackamas County Development Agency

Chair

Recording Secretary

 COPY



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 27, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**A BOARD RESOLUTION ADOPTING AND APPROPRIATING
FUNDS FOR THE 2013-2014 BUDGET FOR
CLACKAMAS COUNTY SERVICE DISTRICT NO. 5**

Clackamas County Service District No. 5 supplies street lighting service to unincorporated Clackamas County and to the cities of Happy Valley and Damascus. The cost of street lighting is paid by direct assessment of benefiting property owners within the District.

Last year, the district instituted a rate increase for all ten (10) rate categories in order to meet our expenses and maintain an adequate ending fund balance. This rate increase enabled the district to produce the intended result to decrease the district's ending fund balance, however; the 5 year budget forecast shows that the projected revenue would exceed expenses of the district, resulting in an even higher ending fund balance next year.

Therefore, in this year's budget we are recommending a decrease in 9 of 10 rate categories. On average this results in a rate decrease of 6.93%. This slight decrease in rates is necessary to provide revenue that will meet the district's expenses and maintain an adequate ending fund balance, to accommodate the first five (5) months of electricity bills for the next fiscal year.

The District has started the conversion of LED street lighting for lower wattage cobra style street lights and we will monitor the potential cost savings of these street lights. We are anticipating a cost savings of approximately 30% with this conversion.

The Budget Committee for the District met and approved the proposed budget at a public meeting on May 23, 2013. A public hearing will be held on June 27, 2013, to receive public input on the proposed 2013-2014 budget and the companion rate schedule. This hearing has been duly advertised in the local newspaper.

RECOMMENDATION

It is recommended that the Board approve this Resolution adopting the proposed 2013-2014 budget for Clackamas County Service District No. 5.

For additional information, please contact Wendi Coryell at 503-742-4657.

Sincerely,

Wendi Coryell, Service District Specialist
Clackamas County Service District No. 5

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

In the Matter of Adopting and
Appropriating Funds for the
2013-2014 Budget for
Clackamas County Service
District No. 5

}
}

RESOLUTION NO.
Page 1 of 1

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board that the operating expenditures and revenues constituting the General Fund budget for Clackamas County Service District No. 5 for the period of July 1, 2013 to June 30, 2014, inclusive, have been prepared, published, and submitted to the taxpayers for recommendations at a public hearing held on June 27, 2013, as provided by statute; and,

It further appearing to the Board that opportunity was given for public testimony at said public hearing; now, therefore,

IT IS HEREBY RESOLVED that the General Fund budget for Clackamas County Service District No. 5 be adopted and funds appropriated as follows:

GENERAL FUND

Materials and Services	\$ 1,894,512
Special Expenditures	
Reserve for Future Expenditure	615,642
Contingency	<u>190,048</u>

TOTAL GENERAL FUND EXPENDITURES \$ 2,700,202

IT IS FURTHER RESOLVED that this Resolve be entered into the Commissioners' Journal as of July 1, 2013.

ADOPTED this 27th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
Acting as the Governing Body of the
Clackamas County Service District No. 5

Chair

Recording Secretary

Wendi Corbett
Wendi Corbett



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 27, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**A BOARD RESOLUTION AND PUBLIC HEARING SETTING RATES FOR
STREET LIGHTING SERVICE CHARGES IN
CLACKAMAS COUNTY SERVICE DISTRICT NO. 5**

Clackamas County Service District No. 5 supplies street lighting service to unincorporated Clackamas County and the cities of Happy Valley and Damascus. The cost of street lighting is paid by direct assessment of benefiting property owners within the district. Rates for the District were last set on June 28, 2012, by Board Order No. 2012-61.

The recommended budget of \$2,700,202 for the 2013-2014 fiscal year proposes changes in 9 of the 10 existing rates the District assesses property owners who benefit from street lighting service. The proposed rate schedule is projected to produce revenue at a level that will meet the expenses of the district as well as result in a forecasted ending fund balance of \$862,735 which would accommodate a sufficient reserve for future expenditures to cover the first five months of the District expenses until revenues become available in November.

The Service District No. 5 Budget Advisory Committee approved a recommendation for the proposed rate structure as illustrated in the attached proposed Board Resolution and Budget Report.

This rate schedule hearing was duly advertised in the local newspaper.

RECOMMENDATION

It is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5 approve this Resolution which will adopt the new rate schedule for Clackamas County Service District No. 5.

For additional information, please contact Wendi Coryell at 503-742-4657.

Sincerely,

Wendi Coryell, Service District Specialist
Clackamas County Service District No. 5

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

In the Matter of a Resolution Setting
Rates for Street Lighting Service
Charges, Clackamas County Service
District No. 5, Clackamas County, Oregon



RESOLUTION NO.
Page 1 of 4

This matter coming before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board that rates for street light service in Clackamas County Service District No. 5 were last set by Order No. 2012-61, and

It further appearing that the rates charged are user fees, and that such assessments are a revenue source essential to the continuing viability of Service District No. 5, and

It further appearing to the Board that rate schedules as established by Commissioners' Order No. 2012-61, should be changed to reflect the cost of providing street lighting service in the District for fiscal year 2013-2014 as follows:

Rate Schedule A = \$ 32.94 per tax lot each year
Rate Schedule B = \$ 45.63 per tax lot each year
Rate Schedule C = \$ 63.98 per tax lot each year
Rate Schedule D = \$ 1.14 per frontage foot per tax lot each year
Rate Schedule E = \$ 7.70 per tax lot each year
Rate Schedule F = \$ 57.08 per tax lot each year
Rate Schedule H = \$ 83.83 per tax lot each year
Rate Schedule J = \$ 111.40 per tax lot each year
Rate Schedule K = \$ 76.95 per tax lot each year
Rate Schedule R = \$ 239.58 per tax lot each year

RATE SCHEDULE A

Residential lots having access to and benefited by the installation and maintenance of District owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are primarily District owned and mounted on poles used exclusively for street lights.

RATE SCHEDULE B

Residential lots having access to and benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are primarily cobra type lights, owned by PGE, mounted on existing PGE owned distribution poles, and served by overhead wiring.

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

In the Matter of a Resolution Setting
Rates for Street Lighting Service
Charges, Clackamas County Service
District No. 5, Clackamas County, Oregon



RESOLUTION NO.
Page 2 of 4

RATE SCHEDULE C

Residential lots having access to and benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are generally cobra type lights on gray fiberglass or aluminum poles or Town & Country lights on redwood or fiberglass poles. They are primarily mounted on PGE owned poles used exclusively for street lights and are served by underground wiring.

RATE SCHEDULE D

Commercial and Industrial lots having access to and benefited by the installation and maintenance of street lights on poles located on adjacent public rights-of-way. Lights and poles in this schedule are owned by the District or PGE and are served by either overhead or underground wiring.

RATE SCHEDULE E

Condominium units which are benefited by the installation and maintenance of street lights on poles located on adjacent public rights-of-way. Lights and poles in this schedule are owned by the District or PGE and are served by either overhead or underground wiring.

RATE SCHEDULE F

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are primarily mounted on PGE owned poles used exclusively for street lights. This rate schedule represents the former Southwood Park Highway Lighting District.

RATE SCHEDULE H

Residential lots, primarily in the City of Happy Valley, which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights and poles in this schedule are owned by PGE and are shoebox fixtures on bronze fiberglass poles. They are primarily served by underground wiring.

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

In the Matter of a Resolution Setting
Rates for Street Lighting Service
Charges, Clackamas County Service
District No. 5, Clackamas County, Oregon



RESOLUTION NO.
Page 3 of 4

RATE SCHEDULE J

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are Hadco Acorn fixtures on ornamental fiberglass or aluminum poles, owned and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

RATE SCHEDULE K

High density residential developments which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are Techtra fixtures on ornamental aluminum shepherd's crook poles, owned and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

RATE SCHEDULE R

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are Techtra fixtures on ornamental aluminum shepherd's crook poles, owned and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

It further appearing to the Board

that such rates are necessary as a result of clearly defining and distributing operating costs for the District to the appropriate rate schedules; and

It further appearing to the Board

that a public hearing was held on June 27, 2013 to take public testimony and said public hearing was duly advertised in the local newspaper; now, therefore,

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

In the Matter of a Resolution Setting
Rates for Street Lighting Service
Charges, Clackamas County Service
District No. 5, Clackamas County, Oregon



RESOLUTION NO.
Page 4 of 4

IT IS HEREBY RESOLVED that commencing with July 1, 2013, the rates for service charges to the users of Clackamas County Service District No. 5 will be as follows:

Rate Schedule A = \$ 32.94 per tax lot each year
Rate Schedule B = \$ 45.63 per tax lot each year
Rate Schedule C = \$ 63.98 per tax lot each year
Rate Schedule D = \$ 1.14 per frontage foot per tax lot each year
Rate Schedule E = \$ 7.70 per tax lot each year
Rate Schedule F = \$ 57.08 per tax lot each year
Rate Schedule H = \$ 83.83 per tax lot each year
Rate Schedule J = \$ 111.40 per tax lot each year
Rate Schedule K = \$ 76.95 per tax lot each year
Rate Schedule R = \$ 239.58 per tax lot each year

ADOPTED this 27th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
Acting as the Governing Body of the
Clackamas County Service District No. 5

CHAIR

Recording Secretary



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

June 27, 2013

Board of Commissioners
Clackamas County

Members of the Board:

RESOLUTIONS ADOPTING AND APPROPRIATING FISCAL YEAR 2013-14 BUDGETS
AND FUNDS FOR CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, TRI-CITY SERVICE
DISTRICT AND THE
SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY

Purpose/Outcomes	Adopt and appropriate fiscal year 2013-14 budgets and funds for Clackamas County Service District No. 1, Tri-City Service District and the Surface Water Management Agency of Clackamas County.
Dollar Amount and Fiscal Impact	The spending levels considered necessary by the Budget Committees for the Districts to meet their operations and maintenance, capital, and debt service requirements and to provide reserves amount to \$60,620,951 for Clackamas County Service District No. 1; \$13,410,328 for the Tri-City Service District; and \$214,093 for the Surface Water Management Agency of Clackamas County.
Funding Source	District funds
Safety Impact	None
Duration	July 1, 2013 – June 30, 2014
Previous Board Action	None
Contact Person	Michael S. Kuenzi, WES Director – 503-742-4560
Contract No.	N/A

BACKGROUND:

The attached Resolutions and exhibits adopt and appropriate funds for the enterprise fund budgets for Fiscal Year 2013-14 for Clackamas County Service District No. 1, the Tri-City Service District, and the Surface Water Management Agency of Clackamas County, and further adopt and appropriate debt service fund budgets for Clackamas County Service District No. 1 and the Tri-City Service District.

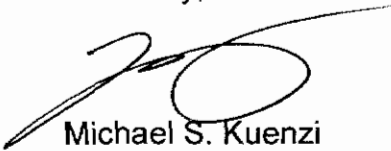
The Budget Committees for Clackamas County Service District No. 1 (CCSD #1), Tri-City Service District (TCSD), and the Surface Water Management Agency of Clackamas County (SWMACC) met on May 23, 2013, to consider their respective budgets. The budgets for

CCSD #1, SWMACC and TCSD were approved as recommended by staff. Spending levels considered necessary by the Budget Committees for the Districts to meet their operations and maintenance, capital, and debt service requirements and to provide reserves amount to \$60,620,951 for Clackamas County Service District No. 1; \$13,410,328 for the Tri-City Service District; and \$214,093 for the Surface Water Management Agency of Clackamas County.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the attached Resolutions adopting and appropriating budgets and funds for FY 2013-14 for Clackamas County Service District No. 1, the Tri-City Service District, and the Surface Water Management Agency of Clackamas County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael S. Kuenzi', with a large, stylized flourish extending from the end of the signature.

Michael S. Kuenzi
Director

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

A Resolution of the Clackamas County Board
of Commissioners Adopting a 2013-14 Fiscal
Year Budget and Making Appropriations for the
Period of July 1, 2013 through June 30, 2014

RESOLUTION NO.

WHEREAS, the proposed expenditures and resources constituting the budget for Clackamas County Service District No. 1 for the period of July 1, 2013 through June 30, 2014, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary were published in The Oregonian on June 12, 2013; and,

WHEREAS, ORS 294.456 requires districts to make appropriations when adopting the budget,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

1. The budget is hereby adopted for the fiscal year 2013-2014 in the amount of **\$60,620,951** and establishes appropriation as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

ADOPTED this 27th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
Acting as governing body of Clackamas County
Service District No. 1

Chair

Recording Secretary

**CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
FISCAL YEAR 2013-2014 BUDGET
EXHIBIT A**

SEWER OPERATING FUND

Materials and Services	\$ 12,407,159
Special Expenditures	
Transfers	11,471,186
Contingency	2,067,860
TOTAL OPERATING FUND EXPENDITURES	<u>\$ 25,946,205</u>

SEWER SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 756,000
Special Expenditures	
Contingency	300,000
TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	<u>\$ 1,056,000</u>

SEWER CONSTRUCTION FUND

Capital Outlay	\$ 6,013,000
Special Expenditures	
Contingency	1,503,250
Reserve	600,000
TOTAL CONSTRUCTION FUND EXPENDITURES	<u>\$ 8,116,250</u>

SURFACE WATER OPERATING FUND

Materials and Services	\$ 4,242,081
Special Expenditures	
Transfers	379,633
Contingency	707,013
TOTAL OPERATING FUND EXPENDITURES	<u>\$ 5,328,727</u>

SURFACE WATER SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 300,000
Special Expenditures	
Contingency	75,000
TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	<u>\$ 375,000</u>

SURFACE WATER CONSTRUCTION FUND

Capital Outlay	\$ 1,882,000
Special Expenditures	
Contingency	450,000
TOTAL CONSTRUCTION FUND EXPENDITURES	<u>\$ 2,332,000</u>

STATE REVOLVING LOAN FUND

Principal and Interest	\$ 911,373
Special Expenditures	
Reserve	396,428
TOTAL DEBT SERVICE FUND EXPENDITURES	<u>\$ 1,307,801</u>

REVENUE BOND FUND

Principal and Interest	\$ 8,141,069
Special Expenditures	
Reserve	8,017,899
TOTAL DEBT SERVICE FUND EXPENDITURES	<u>\$ 16,158,968</u>

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

A Resolution of the Clackamas County Board
of Commissioners Adopting a 2013-14 Fiscal
Year Budget and Making Appropriations for the
Period of July 1, 2013 through June 30, 2014



RESOLUTION NO.

WHEREAS, the proposed expenditures and resources constituting the budget for Tri-City Service District for the period of July 1, 2013 through June 30, 2014, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary were published in The Oregonian on June 12, 2013; and,

WHEREAS, ORS 294.456 requires districts to make appropriations when adopting the budget,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

1. The budget is hereby adopted for the fiscal year 2013-2014 in the amount of **\$13,410,328** and establishes appropriation as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

ADOPTED this 27th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
Acting as governing body of the Tri-City Service District

Chair

Recording Secretary

**TRI-CITY SERVICE DISTRICT
FISCAL YEAR 2013-2014 BUDGET
EXHIBIT A**

OPERATING FUND

Materials and Services	\$ 6,401,215
Special Expenditures	
Transfers	1,056,386
Contingency	1,066,869
Reserve	1,348,604

TOTAL OPERATING FUND EXPENDITURES \$ 9,873,074

SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 911,000
Special Expenditures	
Contingency	227,750

**TOTAL SYSTEM DEVELOPMENT CHARGE
FUND EXPENDITURES** \$ 1,138,750

CONSTRUCTION FUND

Capital Outlay	\$ 1,350,000
Special Expenditures	
Contingency	337,500
Reserve	600,000

TOTAL CONSTRUCTION FUND EXPENDITURES \$ 2,287,500

DEBT SERVICE FUND

Principal and Interest	\$ 56,387
Special Expenditures	
Reserve	54,617

TOTAL DEBT SERVICE FUND EXPENDITURES \$ 111,004

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

A Resolution of the Clackamas County Board
of Commissioners Adopting a 2013-14 Fiscal
Year Budget and Making Appropriations for the
Period of July 1, 2013 through June 30, 2014

RESOLUTION NO.

WHEREAS, the proposed expenditures and resources constituting the budget for the Surface Water Management Agency of Clackamas County for the period of July 1, 2013 through June 30, 2014, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary were published in The Oregonian on June 12, 2013; and,

WHEREAS, ORS 294.456 requires districts to make appropriations when adopting the budget,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

1. The budget is hereby adopted for the fiscal year 2013-2014 in the amount of **\$214,093** and establishes appropriation as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

ADOPTED this 27th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
Acting as governing body of the Surface Water
Management Agency of Clackamas County

Chair

Recording Secretary

**SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY
FISCAL YEAR 2013-2014 BUDGET
EXHIBIT A**

OPERATING FUND

Materials and Services	\$ 194,630
Capital Improvements	-
Special Expenditures	
Contingency	19,463
TOTAL OPERATING FUND EXPENDITURES	<u>\$ 214,093</u>



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

June 27, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER AMENDING AND ADOPTING RATES AND CHARGES FOR
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

Purpose/Outcomes	Amend and adopt rates and charges for Clackamas County Service District No. 1.
Dollar Amount and Fiscal Impact	Changes the Equivalent Dwelling Unit (EDU) monthly charge for sanitary sewer service within Clackamas County Service District No. 1 (CCSD #1) service areas from \$39.25 to \$40.00/EDU, and the Equivalent Service Unit (ESU) retail surface water management service charge from \$6.20 to \$6.35/ESU.
Funding Source	Ratepayers
Safety Impact	None
Duration	July 1, 2013 – June 30, 2014
Previous Board Action	None
Contact Person	Michael S. Kuenzi, WES Director – 503-742-4560
Contract No.	N/A

BACKGROUND:

The attached Order changes the Equivalent Dwelling Unit (EDU) monthly charge for sanitary sewer service within Clackamas County Service District No. 1 (CCSD #1) service areas from \$39.25 to \$40.00/EDU, and the Equivalent Service Unit (ESU) retail surface water management service charge from \$6.20 to \$6.35/ESU.

These changes are effective for services rendered on and after July 1, 2013. The Order further requires the District to amend the table of its Rules and Regulations to reflect the changes and additions. The changes in charges for monthly sanitary sewer and surface water management service for CCSD #1 are pursuant to the FY 2013-14 budget approved by the District's Budget Committee on May 23, 2013, and adopted by the Board on June 27, 2013.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the attached Order adopting monthly service charges for FY 2013-14 for all of the sanitary sewer service areas and surface water

management service of CCSD #1 at its June 27, 2013, meeting for services rendered on and after July 1, 2013, and direct staff to amend the tables of each District's Rules and Regulations to reflect these changes.

Sincerely,

A handwritten signature in black ink, appearing to read 'MK', with a long horizontal line extending to the right.

Michael S. Kuenzi
Director

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

In the Matter of an Order Amending
and Adopting Rates and Charges for
Clackamas County Service District
No.1, Clackamas County, Oregon



ORDER NO.

This matter came for hearing before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the Clackamas County Service District No. 1 ("District"). The District finds that the District's Rules and Regulations allow for adoption and amendment of rates and charges by order. The Board further finds that it is necessary to adopt equivalent dwelling unit ("EDU") and equivalent service unit ("ESU") rates and charges for the District set forth on Table XII, effective July 1, 2013, pursuant to the District's adopted budget, and to effectively administer the use and users of the sanitary sewer and storm water systems managed by the District, and being fully advised, it is:

ORDERED:

1. Table XII of the District's Rules and Regulations is amended to read that effective July 1, 2013, for all services rendered after said date, the District's retail sewer service charge shall be \$40.00 per EDU per month, and the District's retail surface water management service charge shall be \$6.35 per ESU per month. District staff is directed to amend Table XII in accordance with this Order.
2. In all other respects, the Rules and Regulations of the District remain in full force and effect.
3. An executed copy hereof shall be kept on file at Water Environment Services.

PASSED this 27th day of June, 2013, after public hearing by the Board of County Commissioners at its regular meeting.

BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, OREGON
Acting as Governing Body of the
Clackamas County Service District No. 1

Chair

Recording Secretary



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment
Michael S. Kuenzi, P.E.
Director

June 27, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER AMENDING AND ADOPTING RATES AND CHARGES FOR
THE TRI-CITY SERVICE DISTRICT**

Purpose/Outcomes	Amend and adopt rates and charges for the Tri-City Service District.
Dollar Amount and Fiscal Impact	Changes the Equivalent Dwelling Unit (EDU) monthly charge for wholesale sanitary sewer service within the Tri-City Service District (TCSD) from \$15.35 to \$17.35 per EDU and for retail sanitary sewer service from \$25.00 to \$27.00 per EDU. The increase will offset the higher operating costs of the new and combined treatment facilities located at the plant.
Funding Source	Ratepayers
Safety Impact	None
Duration	July 1, 2013 – June 30, 2014
Previous Board Action	None
Contact Person	Michael S. Kuenzi, WES Director – 503-742-4560
Contract No.	N/A

BACKGROUND:

The attached Order changes the Equivalent Dwelling Unit (EDU) monthly charge for wholesale sanitary sewer service within the Tri-City Service District (TCSD) from \$15.35 to \$17.35 per EDU. The increase will offset the higher operating costs of the new and combined treatment facilities located at the plant. The Tri-City Budget Committee recommended this increase and has reviewed the 2013-14 fiscal year budget associated with this increase.

The monthly service charge for retail sanitary sewer service will be adjusted to \$27.00 per EDU.

These changes are effective for service rendered on and after July 1, 2013. The Order further requires the District to amend Table 1 of its Rules and Regulations to reflect this change. The change in charges for monthly sanitary sewer service for TCSD is pursuant to the FY 2013-2014 budget approved by the District's Budget Committee on May 23, 2013, and adopted by the Board on June 27, 2013.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the attached Order adopting monthly service charges for FY 2013-2014 for TCSD at its June 27, 2013, meeting for services rendered on and after July 1, 2013, and direct staff to amend Table 1 of the District's Rules and Regulations to reflect this change.

Sincerely,

A handwritten signature in black ink, appearing to read 'MK', with a long horizontal flourish extending to the right.

Michael S. Kuenzi
Director

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

In the Matter of an Order Amending
and Adopting Rates and Charges for
Tri-City Service District, Clackamas
County, Oregon



ORDER NO.

This matter came for hearing before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the Tri-City Service District ("District"). The District serves the Cities of Gladstone, Oregon City and West Linn, Oregon (each a "City"). The District finds that the District's Rules and Regulations allow for adoption and amendment of rates and charges by order. The Board further finds that it is necessary to adopt the wholesale sanitary sewer equivalent dwelling unit ("EDU") charge of \$17.35 per EDU, and the retail sanitary sewer charge of \$27.00 per EDU, effective July 1, 2013, pursuant to the District's approved budget, and being fully advised, it is:

ORDERED:

1. Table 1 of the District's Rules and Regulations is amended to read that effective July 1, 2013, for all services rendered after said date, the District's wholesale sewer service charge shall be \$17.35 per month for each dwelling unit or equivalent dwelling unit as assigned each class of service, which shall be paid by the user from the date of connection to the sewerage system. The City may set such additional amounts for monthly user charges which shall be added to the District's wholesale charge, and the entire amount shall be billed by the City. Payment shall be made to the City in which the property is located for subsequent remittance to the District, except for those areas billed directly to the users by the District. No single point of connection through the system shall have a smaller sewer service charge than any other, and the District shall receive \$17.35 thereof with the balance retained by the City for operation and maintenance of collection sewer facilities. The District shall bill for and directly receive the retail charge of \$27.00. The District shall set the sewer service charges for each user based upon Table 1 of the District's Rules and Regulations. District staff is directed to amend Table 1 in accordance with this Order.
2. In all other respects, the Rules and Regulations of the District remain in full force and effect.
3. An executed copy hereof shall be kept on file at Water Environment Services.

PASSED this 27th day of June, 2013, after public hearing by the Board of County Commissioners at its regular meeting.

**BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, OREGON**
Acting as Governing Body of the
Tri-City Service District

Chair

Recording Secretary



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

June 27, 2013

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Development Agency Board
Clackamas County

Members of the Board:

**A Board Resolution Terminating the Levy Collection in the
Clackamas Town Center Urban Renewal Area**

Purpose/Outcomes	Terminating the Levy Collection in the Clackamas Town Center area
Dollar Amount and Fiscal Impact	None
Funding Source	Urban Renewal
Safety Impact	None
Duration	Ongoing
Previous Action	September 8, 2011 – Resolution No 2011-68
Contact Person	Dan Johnson, Manager – Development Agency 503-742-4325 or danjoh@co.clackamas.or.us
Contract No.	Not Applicable

BACKGROUND:

On September 8, 2011, the Board of County Commissioners approved Resolution No. 2011-68 stating their interest to terminate the levy for the Clackamas Town Center urban renewal district on June 30, 2013.

The attached Board Resolution formalizes the earlier discussions to terminate the levy collection in the Clackamas Town Center plan area. Approval of this Board Resolution will result in \$566 million in assessed value being added to the general tax rolls upon termination of the levy. Upon approval, this Resolution will be forwarded to the County Assessor directing him to terminate levy collection.

RECOMMENDATION:

- Approve the attached Resolution terminating the levy collection in the Clackamas Town Center Urban Renewal plan area.

Respectfully submitted,

Dan Johnson
Development Agency Manager

For information on this issue or copies of attachments, please contact
Dan Johnson @ 503-742-4325

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

In the Matter of Directing the Tax
Assessor to Discontinue Urban Renewal
Tax Increment Financing Collection in
The Clackamas Town Center
Area Urban Renewal Plan
Area on July 1, 2013



RESOLUTION NO.:

Page 1 of 2

WHEREAS, pursuant to Clackamas County Ordinance No. 77-2094, the Board of County Commissioners transferred the powers of the County's Urban Renewal Agency to the Clackamas County Development Agency ("CCDA"), which now exercises the powers of Clackamas County's urban renewal authority; and

WHEREAS, ORS 457.085 authorizes the CCDA to develop an urban renewal plan and, pursuant to that authority, the CCDA established the Clackamas Town Center Area Urban Renewal Plan Area; and

WHEREAS, past adopted budgets for the Clackamas Town Center Area Urban Renewal Plan Area have documented the amount of division of ad valorem taxes and/or special levy taxes that will be collected to carry out the plan based on the options set out in ORS 457.435(2); and

WHEREAS, pursuant to ORS 457.440, the County Assessor has determined the amount of funds to be raised for urban renewal, has collected these moneys and has paid these funds into a special fund, Clackamas Town Center Area Tax Increment Finance, Account #350, for the Clackamas Town Center Area's plan and has notified CCDA of the amounts collected to date; and

WHEREAS, the amount of funds collected to date is consistent with the County Assessor's computations and now is fully sufficient to pay the Clackamas Town Center Urban Renewal Plan Area's indebtedness, as well as fund the estimated cost of completing remaining projects in the renewal plan.

NOW, THEREFORE, it is hereby resolved:

- 1) That the Board finds that all indebtedness assumed in the Clackamas Town Center Area Urban Renewal Plan Area, as well as of the cost of completing the remaining projects listed in the Clackamas Town Center Area Development Plan, can be satisfied by the funds currently contained in the Tax Increment Finance Account #350 and Operating Fund #450.

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

In the Matter of Directing the Tax
Assessor to Discontinue Urban Renewal
Tax Increment Financing Collection in
The Clackamas Town Center
Area Urban Renewal Plan
Area on July 1, 2013



RESOLUTION NO.:

Page 2 of 2

- 2) That through this resolution, and pursuant to the requirements of ORS 457.450(2), CCDA hereby notifies the County Assessor and the Board of County Commissioners that all of the Clackamas Town Center Area Urban Renewal Plan Area's outstanding indebtedness, as well as the cost of completing the remaining projects listed in the Clackamas Town Center Area Development Plan, can be satisfied by funds currently contained in the Tax Increment Finance Account #350 and Operating Fund #450.
- 3) That CCDA directs the County Assessor to terminate any further tax increment collections for the Clackamas Town Center Area Urban Renewal Plan effective July 1, 2013.

DATED THIS 27th DAY OF JUNE, 2013.

BOARD OF COUNTY COMMISSIONERS
Acting as the Governing Body of the
Clackamas County Development Agency

Chair

Recording Secretary

June 27, 2013

Board of County Commissioners
Clackamas County, Oregon

Members of the Board:

**Approval of an Intergovernmental Agreement between
the Community Development Division and the City of Oregon City
for the Francis Ermatinger Housing Historic Preservation Project**

Purpose/Outcomes	The project will include a new foundation, external and internal building improvements in order to upgrade the museum for public use and for application to become part of the National Parks system.
Dollar Amount and Fiscal Impact	City of Oregon City ...\$ 670,000 CDBG Funds (grant)...\$ 130,000 Total Project Budget:...\$ 800,000
Funding Source	CDBG Funds- no County General Funds are involved.
Safety Impact	Improved building safety – public safety
Duration	Effective when signed and terminates ten years after completion of the project.
Previous Board Action	All 2013 CDBG projects were approved by the Board of County Commissioners on May 2, 2013 - agenda item 050213-A1
Contact Person	Chuck Robbins, Director – Community Development Division – 650-5666
Contract No.	N/A

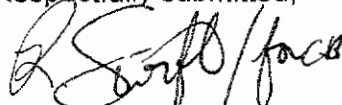
Background

The City of Oregon City requested CDBG funds for part of the design and construction costs for the Francis Ermatinger Housing Historic Preservation project in Oregon City. The County will partner with the City to complete this project. The City is preparing to apply for this historic building to become part of the National Parks Service. The project will include structural improvements, external improvements to the roof, windows and siding and internal improvements to the floors, walls and ceilings.

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

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN RESOURCES
COMMUNITY DEVELOPMENT DIVISION
AND
THE CITY OF OREGON CITY

I. Purpose

- A. This Agreement is entered into between Clackamas County, acting by and through its Community Development Division (COUNTY) and the City of Oregon City (CITY) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides for the design and construction of the Francis Ermatinger Housing Historic Preservation rehabilitation project. These improvements are herein referred to as the PROJECT.
- C. The COUNTY has determined that the PROJECT is eligible for Community Development Block Grant (CDBG) funds as a Non-residential Historic Preservation activity.

II. Scope of Responsibilities

- A. Under this agreement the responsibilities of the CITY shall be as follows:
 - 1. The CITY shall provide all necessary supervisory and administrative support to assist the COUNTY with the completion of the PROJECT.
 - 2. The CITY shall obtain any easements or approvals necessary to allow access onto private property. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).
 - 3. The CITY shall provide Architecture services for the design and construction oversight of the PROJECT. Such services shall be provided at no cost to the COUNTY. The CITY shall assume responsibility for ensuring the following:
 - a. The CITY shall hire a registered professional Architect (herein after referred to as Architect) to prepare all plans and specifications necessary to publicly bid the PROJECT for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight of the PROJECT:
 - b. The CITY shall require the Architect to maintain comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$500,000 combined single limit per occurrence/\$1,000,000 general annual aggregate for personal injury and property damage for the protection of the County, its officers, commissioners and employees against

INTERGOVERNMENTAL AGREEMENT between Clackamas County and the City of Oregon City
Francis Ermatinger House Historic Preservation Project

liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to Architect's or any of Architect's subcontractor's performance of this Agreement.

- c. The CITY shall require the Architect to maintain professional liability insurance in an amount of not less than \$1,000,000 per claim. Such insurance shall include limited contractual liability coverage and shall provide for thirty days prior written notice to the COUNTY in event of cancellation. The Architect shall endeavor to use good faith in order to maintain in force such coverage for not less than three (3) years following completion of the PROJECT. The COUNTY, at its option, may require a complete copy of the above policy and evidence of required coverage.
- d. The CITY shall require the Architect to include the County as an additional insured and refer to and support the Architect's obligation to hold harmless the County, its officers, commissioners and employees. Such insurance shall provide 30 days' written notice to the COUNTY in the event of cancellation, non-renewal, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. The insurance company will provide written notice to the COUNTY within thirty (30) days after any reduction on the general annual aggregate limit.
- e. The CITY agrees to require the Architect to furnish the COUNTY evidence of the insurance required in II.A.3 (b) and (c).
- f. The CITY shall ensure that the Architect's responsibilities include, but are not limited to, the following:
 - (1) During construction the Architect shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by the Contractor.
 - (2) All reports and recommendations concerning construction shall be submitted to the COUNTY for their approval. The COUNTY agrees that no decisions affecting construction shall be made without CITY approval.
 - (3) In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the COUNTY, CITY shall be solely responsible for these modifications.
4. The CITY shall operate and maintain the improvements for public purposes for the entire term of this agreement subject to the limitations on the expenditure of funds by the CITY as provided by Oregon Statute.
5. The CITY will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CITY property. The CITY will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance.

INTERGOVERNMENTAL AGREEMENT between Clackamas County and the City of Oregon City
Francis Ermatinger House Historic Preservation Project

6. The CITY will submit to COUNTY for its approval all reports and recommendations concerning construction of PROJECT. The COUNTY will submit to CITY for its approval all of COUNTY's decisions affecting construction. Both parties agree that their approval may not be unreasonably delayed withheld or conditioned and will be deemed given within 7 business days of receiving written request for approval from the other party or its agent, if such party has not given written disapproval and the specific basis for same within such 7 day period.
 7. Upon completion of the PROJECT the CITY
 - a. agrees to accept the improvements
 - b. agrees to become the successor of the Construction Contract, and
 - c. agrees to continue operating the property as a historic museum facility.
 8. The CITY agrees to report to the COUNTY information on the number of museum visitors. The report shall cover the period between July 1 to June 30 for each year or partial year until completion of the PROJECT. The report format shall be provided by the COUNTY and shall be submitted to the COUNTY no later than the 31st day of August (ATTACHMENT A).
 9. The CITY agrees to maintain ownership of the property for the term of this agreement and continue to partner with state and national historic preservation agencies to restore the property to national historic preservation standards.
 10. The CITY agrees to inform the COUNTY in writing prior to making any change in the use of the property. Should the new use not meet HUD eligibility criteria, and/or the clients no longer meet the HUD income guidelines the CITY shall reimburse COUNTY as provided in 24 CFR Part 570.505. Said provision is attached as ATTACHMENT B and hereby made a part of this Agreement.
 11. Should the property be sold and converted to a non-qualifying use the CITY agrees to reimburse the COUNTY as provided in 24 CFR Part 570.505.
 12. The CITY shall complete and submit a Matching Funds Report following completion of the PROJECT. (ATTACHMENT B)
- B. Under this agreement the responsibilities of the COUNTY will be as follows:
1. The COUNTY agrees to provide and administer available Federal Community Development Block Grant (CDBG) funds (CFDA 14.218) granted by the U.S. Department of Housing and Urban Development (HUD) to finance the PROJECT.
 2. The COUNTY will appropriately request qualifications, advertise, bid and contract for construction of the PROJECT. In this contract the COUNTY will act as the Owner and shall assume all of the Owners rights and responsibilities.
 3. The COUNTY with the advice of the CITY, will approve changes, modifications, or amendments as necessary to serve the public interest.
 4. The COUNTY shall provide reasonable and necessary staff for administration of the PROJECT. A Project Coordinator from the County's Community Development

INTERGOVERNMENTAL AGREEMENT between Clackamas County and the City of Oregon City
Francis Ermatinger House Historic Preservation Project

Division will assist with the project management, coordination and contract administration.

5. The responsibilities of the Project Coordinator shall include:
 - a. Prepare a Request for Qualifications and Bid Packet to be advertised in a local contractor's publication;
 - b. Conduct the Bid Opening on the date determined by all PARTIES;
 - c. Hire a General Contractor via the lowest responsible and responsive bidder;
 - d. Issue a Notice to Proceed after the Construction Contract is approved;
 - e. Conduct a Pre-Construction Conference with the General Contractor and CITY, and the Architect;
 - f. Coordinate with the Architect, CITY and General Contractor throughout General Contractor's performance of the Work;
 - g. Administration of federal and state prevailing wage requirements;
 - h. Closeout Paperwork and all federal reporting requirements;
 - i. With the Approval of the Architect and both PARTIES;
 - (1) Make payment to the General Contractor
 - (2) Release retainage funds to the General Contractor as appropriate;
 - j. Notify the CITY of their responsibilities for all warranty related issues after the Release of Retainage.
6. The COUNTY shall conduct and provide necessary environmental review(s) described in 24 CFR 570.604 of the CDBG regulations for compliance with the CDBG program.
- C. The COUNTY and CITY agree to jointly review and approve all design, material selection, and contract documents for the PROJECT.

III. Budget & Financial

- A. The COUNTY will apply CDBG funds in the amount of **\$130,000** to the PROJECT. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- B. The CITY agrees to contribute the greater of:
 1. Twenty percent (20%) of the total cost of the PROJECT, or
 2. All costs for design and construction which exceed available CDBG funds budgeted for the PROJECT.
- C. In the event the PROJECT can not be completed with available funds the COUNTY and CITY will jointly determine the priorities of the improvements to be made within funding limits.

INTERGOVERNMENTAL AGREEMENT between Clackamas County and the City of Oregon City
Francis Ermatinger House Historic Preservation Project

- D. The CITY shall be credited towards the matching requirements stated in Part III. C. an amount equal to **10%** of the final construction cost for providing architectural services as detailed in Part II. A. 2.
- E. In no event shall CITY'S financial participation be less than twenty percent (20%) of the PROJECT costs. PROJECT Costs include final construction costs which is defined as original construction amount plus approved change orders, and the credit for architectural services.
- F. In the event that unforeseeable conditions arise which necessitate the execution of a change in the amount of the construction contract, the CITY and the COUNTY will jointly evaluate the circumstances surrounding the conditions. Upon approval by the CITY and the COUNTY, the COUNTY shall instruct the Architect to execute a change order.
- G. Funds for the change order shall be split evenly between the COUNTY and the CITY subject to the limitations described above.
- H. In the event a contractor is entitled to payments for work completed after **\$130,000** in CDBG funds have been expended, the COUNTY shall request a transfer of funds from the CITY for the amount necessary to make such payments.
- I. The CITY in payment of PROJECT costs shall remit requested funds to the Community Development Division within Twenty-One (21) working days of the invoice by the COUNTY. All checks shall be made payable to Clackamas County and mailed to the following address:

Attn: Toni Hessevick
Public Services Building-Department of Finance
2051 Kaen Road, Fourth Fl.
Oregon City, OR 97045

IV. Liaison Responsibility

Scott Archer will act as liaison from the CITY for the PROJECT. Mark Sirois will act as liaison from the COUNTY.

V. Special Requirements

- A. Law and Regulations. The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 are incorporated by this reference as though fully set forth.

INTERGOVERNMENTAL AGREEMENT between Clackamas County and the City of Oregon City
Francis Ernatinger House Historic Preservation Project

- C. Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- D. Indemnification. Subject to the limits of the Oregon Tort Claims Act, and Oregon Constitution each of the parties agrees to hold harmless and indemnify the others, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees provided however, upon completion of the improvements, the CITY will assume all responsibility for claims made thereafter against the COUNTY or its officers, agents or employees pertaining to the design and construction of the Project, and will indemnify and defend them therefore.
- E. Notice. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- F. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- G. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- H. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds from HUD for this project and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- I. Conflict of Interest. No officer, employee, or agent of the CITY or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or

INTERGOVERNMENTAL AGREEMENT between Clackamas County and the City of Oregon City
Francis Ermatinger House Historic Preservation Project

acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.

- J. Insurance. The CITY will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CITY property. The CITY will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, the CITY shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- K. Nondiscrimination. The CITY and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- L. Handicapped Accessibility. The CITY agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- M. Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by the CITY to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- N. Evaluation. The CITY agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.
- O. Audits and Inspections. The CITY will ensure that the COUNTY, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- P. Acquisition. If completion of the project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.

INTERGOVERNMENTAL AGREEMENT between Clackamas County and the City of Oregon City
Francis Ermatinger House Historic Preservation Project

- Q. Change of Use. The CITY agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 (refer to Attachment C).
- R. Reversion of Assets. Upon expiration or termination of this Agreement, CITY shall transfer to County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under CITY'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to CITY in the form of a loan) in excess of \$25,000 shall ensure said real property is either:
1. Used to meet one of the National Objectives in CFR 570.208 for the term of this Agreement; or
 2. Not used to meet on the National Objectives for the term of this Agreement, in which event, the CITY shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both Parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

VII. Term of Agreement

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period beginning when it becomes effective and ending ten (10) years after completion of the PROJECT.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
1. Written notice provided to the COUNTY from the CITY before any materials or services for improvements are procured, or;
 2. Written notice provided by the COUNTY in accordance with 24 CFR 85.43, included as Attachment D, resulting from material failure by the CITY to comply with any term of this Agreement, or;
 3. Mutual agreement by the COUNTY and CITY in accordance with 24 CFR 85.44.
- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the COUNTY.

INTERGOVERNMENTAL AGREEMENT between Clackamas County and the City of Oregon City
Francis Ermatinger House Historic Preservation Project

THE CITY OF OREGON CITY

CLACKAMAS COUNTY

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

Signing on Behalf of the Board.



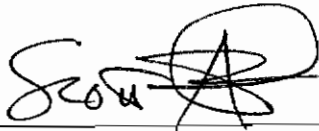
David Frasher, City Manager

Cindy Becker, Director
Health, Housing & Human Services

6-6-13

Date

Date



Scott Archer, Community Services Director

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL MEASURES REPORT

FOR THE PERIOD: JULY 1, _____ TO JUNE 30, _____

Project Name: Ermatinger House Historic Preservation Project – Oregon City

The Service Area for this project is the section of Oregon City contained within Census Tract 224.00 Block Groups 1, 2, 3, 4 and 5. The total population of the 5 Block Groups in this Census Tract is 51.2% Low- and Moderate-Income. The performance measure will be the number of persons accessing the facility annually.

Choose all that apply:

of persons _____ with new access this Public Facility or Infrastructure Improvement

of persons _____ with improved access to Public Facility or Infrastructure Improvement

of persons _____ with access to this type of Public Facility or Infrastructure Improvement that is No Longer Substandard.

Total Number of persons assisted: _____

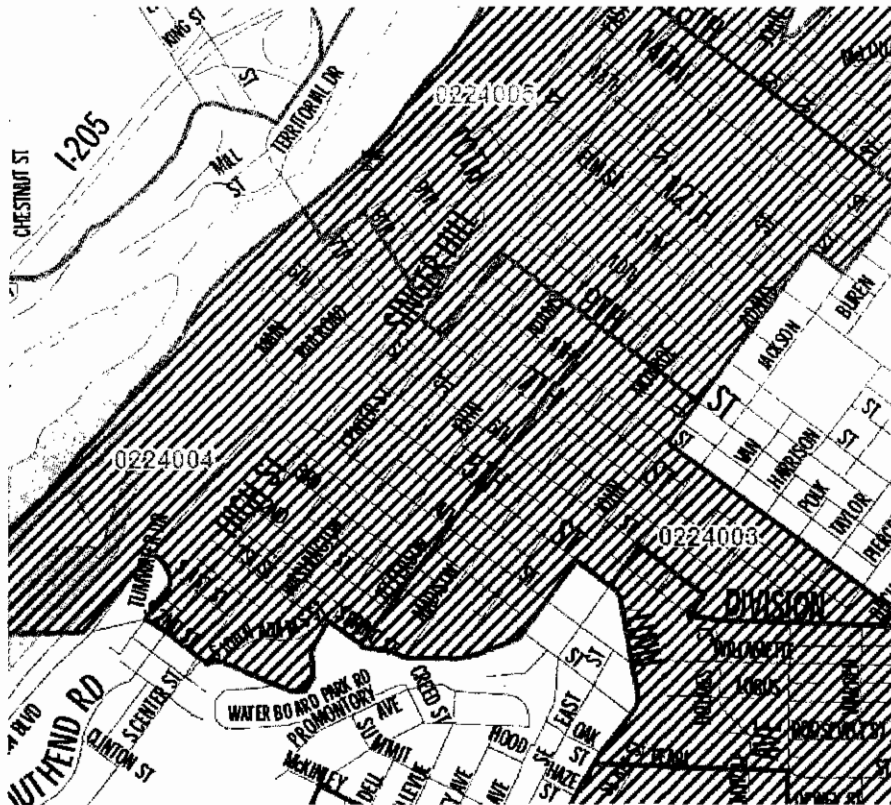


Figure 1 Project Location

Other benefits to the service area:

Signature

Date

Organization

ATTACHMENT B CDBG Project Matching Funds

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for your ESG projects:

2011-12 CDBG Funds	\$ _____
--------------------	----------

SOURCES OF LOCAL MATCH:

Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Private (including recipient) Funding

Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$5/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other _____	\$ _____

Prepared By:
(Print name)

Signature

Date

ATTACHMENT C

Change of Use

Excerpt from 24 CFR Part 570

570.505 Use of real property.

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either;

(1) The new use of such property qualifies as meeting one of the national objectives in **570.208 (formerly 570.901)** and is not a building for the general conduct of government; or

(2) The requirements and paragraph (b) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 570.504(b) (4) or (5), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

ATTACHMENT D

Excerpt from 24 CFR Part 85

§85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after

termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see §85.35).

§85.44 Termination for convenience.

Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section.

COPY

Cindy Becker
Director

June 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Contract Renewal with the Workforce Investment Council of Clackamas County
for Workforce Job Development

Purpose/Outcomes	This is a contract renewal with the Workforce Council to provide job placement services, job readiness training and job search workshop facilitation for Clackamas County residents. This renewal allocates an additional 1.0 FTE Job Development Specialist position.
Dollar Amount and Fiscal Impact	The contract amount is \$251,500. There is no match requirement.
Funding Source	Department of Labor Workforce Investment Act through The Workforce Investment Council of Clackamas County. No County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014.
Previous Board Action	The original contract was approved by the Board of County Commissioners on July 12, 2012 - agenda item #VA15
Contact Person	Lori Mack, Employment and Training Manager 503 655-8843
Contract No.	CSCC - 2- 13/14

BACKGROUND:

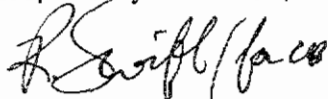
This contract renewal, in its fourth year, calls for the delivery of workforce development services to job seeking adults with significant challenges to employment residing in Clackamas County. The purpose of the contract is to help job seekers find jobs, keep jobs, and advance in jobs with a special priority given to adults managing a mental illness, having a criminal background, and/or who are experiencing long (eighteen months or longer) unemployment.

The original contract has been reviewed and approved by County Counsel on May 27, 2010.

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.

**PERFORMANCE CONTRACT #13-14-3
FOR EMPLOYMENT & TRAINING SERVICES
under the
WORKFORCE INVESTMENT ACT of 1998**

This contract is authorized by the Workforce Investment Act of 1998 and is made and entered into between the Workforce Investment Council of Clackamas County (WICCO), an Oregon Nonprofit Corporation, that is exempt from income taxation under Internal Revenue Code Section 501(c)(3), and

Community Solutions for Clackamas County
112 11th Street
Oregon City, Oregon 97045

The purpose of this contract is to provide employment & workforce training services to *Adult/Dislocated Workers in Clackamas County*.

In consideration for the services to be provided by the Contractor for the period beginning **July 1, 2013 through June 30, 2014** the Contractor will be paid an amount up to **\$117,600 for Adult Services** and **\$127,400 for Dislocated Worker Services** and **\$6,500 for National Career Readiness Certificate (NCRC) Services** . All payments will be made on a cost-reimbursement basis.

Total amount of this contract shall not exceed **\$251,500** except as amended.

The parties, by their signatures, agree to comply with all the terms of this contract including those sections and attachments listed below.

Section A - General Provisions
Section B - Project Description/Scope of Work
Section C - Fiscal Provisions & Budget
Section D - Special Provisions
Section E - Certification Regarding Debarment
Section F - Certification Regarding Lobbying
Attachment 1 - Detailed Budget

**WORKFORCE INVESTMENT COUNCIL
OF CLACKAMAS COUNTY**



Kim Parker
Executive Director

6-18-13
Date

365 Warner Milne Rd., Suite 202
Oregon City, OR 97045
(503) 657-6644

Federal ID Number 93-1246270

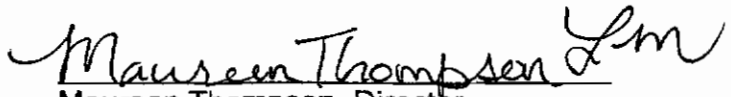
CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Dept of Health, Housing & Human Services

Date



Maureen Thompson, Director
Community Solutions for Clackamas
County

6/18/13
Date

Federal ID Number: 96-6002286

**WORKFORCE INVESTMENT COUNCIL OF CLACKAMAS COUNTY CONTRACT
SECTION A
GENERAL PROVISIONS**

1. Authority to Contract

Contractor certifies that it possesses the legal authority under laws of the State of Oregon to enter into this contract by approval of its governing board which has authorized the execution of this contract.

2. Debarment 20 CFR 667.200 (e)

The Contractor, as a recipient of any Federal assistance funds, whether all or only a part of the funds are provided by the Workforce Investment Council of Clackamas County (WICCO), certifies by signature of this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency (see Section E of this contract).

3. Project Coverage

The Contractor shall operate the WIA project and services described in Section B.

4. Compliance

Contractor will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title IV of the Civil Rights Act of 1964; (ii) section V of the Rehabilitation Act of 1973 (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Agency's performance under this contract is conditioned upon Contractor's compliance with the provisions of ORS Chapters 279A, 279B, and 279C, which are incorporated by reference herein. Contractor will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear on each work product in both English and Spanish. Contractor will ensure that it does not discriminate on the basis of any of the protections covered by the Workforce Investment Act and the regulations set forth at 29 CFR part 37.

Additionally the following special terms apply to this contract promulgated by the funding source and cited Federal Code:

- 20 CFR 667.210(g) *Nepotism*. No individual may be placed in a WIA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
- 20 CFR 667.260 *Construction, purchase and renovation of real property*: Notwithstanding the exceptions listed in subsection 260 (b-d), WIA title I funds provided under this contract must not be spent for construction or purchase of facilities without prior approval from the agency.
- 20 CFR 667.262 *Employment generating activities* WIA funds may not be spent on employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals

- 20 CFR 667.264 *Prohibited activities*: WIA title I funds must not be spent on: (1) The wages of incumbent employees during their participation in economic development activities provided through a Statewide workforce investment system, (WIA sec. 181(b)(1).); (2) Public service employment (WIA sec. 195(10)), except to provide disaster relief employment, as specifically authorized in section 173(d) of WIA.; (3) Expenses prohibited under any other Federal, State or local law or regulation. WIA funds must not be used for foreign travel. (WIA sec. 181(e). (4) Drug testing (WIA sec 181(f)
- 20 CFR 667.266 *Limitations on sectarian activities*: WIA title I financial assistance may not be spent on the employment or training of participants in sectarian activities.
- 20 CFR 667.268 *Business relocation service prohibitions*: (1) WIA funds may not be used or proposed to be used for: the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location; (2) no customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States, may be provided until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.
- 20 CFR 667.270 *Employee displacement prohibitions* (a) A participant in a program or activity authorized under title I of WIA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee. (b) A program or activity authorized under title I of WIA must not impair existing contracts for services or collective bargaining agreements. When a program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins.(c) A participant in a program or activity may not be employed in or assigned to a job if: (1) Any other individual is on layoff from the same or any substantially equivalent job; (2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIA participant; or (3) The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
- WIA sec 195(2) WIA funds shall only be used for activities that are in addition to those that would otherwise be available in the local area in the absence of such funds.
- WIA sec 195 (5) No person or organization may charge a fee to any individual for referral to or placement in training or employment programs

The Contractor agrees to comply with the Uniform Administrative Requirements; 29 CFR Part 97, for State/Local Governments and Indian Tribes; or 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations.

The Contractor agrees to comply with all applicable Oregon State and Clackamas County laws, rules and regulations, as well as State and WICCO policies, procedures, and regulations.

The Contractor shall comply with the Workforce Investment Act (WIA) as amended and all subsequent amendments thereto and all implementing regulations.

5. **Indemnity Clause** PL 105-220 Sec. 184; 20 CFR Subpart G.

To the extent permitted by the Oregon Constitution, Article XI, Sections 7 and 10, and to the extent permitted by the Oregon Tort Claims Act or provided for in private insurance contracts, Contractor agrees to indemnify, defend, and hold WICCO and Clackamas County harmless from all damages, losses, and expenses including (but not limited to) attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's negligence in the

performance of or failure to perform under this contract. Either party to this contract shall not be required to indemnify or defend the other party for any liability arising out of wrongful acts of its own officers, employees, or agents.

Any act or omission by Contractor which results in repayment of funds to the funding source shall be the responsibility of Contractor. Contractor agrees to repay such funds and to defend and indemnify WICCO as set forth above.

6. **Records Control** PL 105-220; 29 CFR Parts 37, 95.53, 97.42; ORS Chap. 192, ORS 660.300-660.339; OAR 151-020-0060 – 151-020-0090; CCWD WIA Policy #589-40.4

(A) The Contractor shall establish maintain and safeguard all participant files, records, project records, and documents. Contractor shall ensure confidentiality of participant information as provided in State law and administrative rules. Records must be sufficient to justify all payments claimed and paid under this contract. Contractor and any subcontractor will incorporate into their management systems the following procedures for the management of all WIA records.

1. Retain all records and documents pertinent to the grants, grant agreements, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and supporting documentation, for a period of at least three (3) years after the original submittal by the State of Oregon Department of Community Colleges and Workforce Development (CCWD) of the final expenditure report (closeout) for that funding period to the federal Department of Labor, the awarding agency;
2. Retain all records of non-expendable property for a period of at least three years after final disposition of property;
3. Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in (1) above shall apply;
4. Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than three years from the close of the applicant program year. Such records must be maintained as whole record system;
5. Retain records regarding complaints and action taken on the complaints for a period of not less than three years from the date of resolution of the complaint;
6. Retain all records beyond the required three years if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit, or claim has been resolved or the required three years, whichever period is longer.

In the event Contractor or subcontractor is unable to keep their records, Contractor shall notify WICCO who will take custody and be responsible for the maintenance and retention of the records.

Disposal

No records addressed in this policy shall be disposed of without instruction from or approval of WICCO. WICCO will provide instructions and timelines for disposing of records. Any records that

are confidential in nature, including participant records, must be shredded, or similarly destroyed. Non-confidential records may be recycled. If there is any outstanding litigation or audit claim begun on records prior to termination of retention, the records will be retained until resolution of litigation or audit claim.

(B) At any time during normal business hours and as often as WICCO shall deem necessary, the Contractor shall make available for examination all its records relating to all matters covered by this contract. WICCO, the Oregon State Workforce Investment Administration, The U.S. Department of Labor, the Comptroller General of the United States, their duly authorized representatives, or representatives of other governmental funding sources contributing through WICCO to activities under this contract shall have the authority to audit, examine, and make excerpts or transcripts from any books, documents, papers, records, files, forms, or other documents of the Contractor which are necessary to permit tracing of participant activity and funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this contract including the proper allocation of costs to this contract.

(C) The Contractor shall provide to WICCO upon request, sufficient staff time necessary to aid in the performance of contract related (a) project research, (b) project evaluation, (c) project monitoring, and (d) completion of project fiscal review and audits.

7. Contracting

Contractor shall not assign or subcontract in whole or in part any contractual duties unless the Subcontractor agrees to indemnify WICCO and the Clackamas County Board of Commissioners (BCC) in accordance with the terms of paragraph 5, above and:

(A) Section B-Project Description provides for contracting, or

(B) WICCO has provided advance written approval of subcontracting.

8. Termination Clauses

(A) Termination for Cause

WICCO retains the right upon written notice of default to suspend funds and activities under this contract and to terminate this contract in whole or in part for cause if Contractor fails to perform in a timely and proper manner its obligations, fails to make sufficient progress towards its objectives, or violates any of the covenants, agreements, or stipulations of this contract, or fails to meet performance standard as outlined in Section B-Project Description of this contract.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

(B) Other Terminations

Either party to this contract may elect to terminate the contract without cause upon providing written notice of intent to terminate to the other party thirty (30) calendar days prior to the date of such termination.

WICCO may terminate this contract effective upon written notice to the Contractor, or at such later date as may be established by WICCO, under any of the following conditions:

- (i) If WICCO's funding from federal, state, or other sources is not obtained and/or sustained at levels sufficient to allow for purchase of services as specified herein, then this contract

may be terminated or modified to accommodate a reduction in funds. All allocable and allowable costs incurred by the Contractor under the terms of this contract shall be reimbursed up to and including the date of notice provided for herein.

- (ii) If federal and state regulations or guidelines are modified, changed, or interpreted in such a way that services are no longer allowable or appropriate for purchase under this contract or WICCO is no longer eligible for the funding proposed for payment as authorized by this contract.
- (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed.

9. **Modifications**

- (A) It is a condition for receipt of funding under the terms of this contract that the Contractor agrees to accept unilateral modifications to this agreement whenever there has been a change in any Federal statute, rule, regulation, order, or other relevant authority under which this document is written.
- (B) Contractor may request a modification to this contract, which shall be subject to the approval of WICCO. All requested Contract Modifications must be presented in writing to WICCO no later than fifteen (15) calendar days prior to the beginning of the affected quarter. All Contract Modifications shall be within the sole discretion of WICCO.
- (C) Contractor must receive prior written approval from WICCO for a Contract Modification prior to initiating changes in program design and/or program objectives.
- (D) WICCO may issue Contract Modifications, including unilateral Contract Modifications, under the following circumstances:
 - (i) To incorporate administrative changes into the contract;
 - (ii) When authorized to do so by federal or state law, rule, regulation, or terms of this contract;
 - (iii) When there has been a change in any federal or state statute, rule, regulation, order, or other relevant authority;
 - (iv) As necessary to implement policy.
- (E) Contract Modifications shall not become a part of this contract until they are signed and executed by WICCO. Nothing in this section shall be construed to allow expenditures under this contract to exceed the total dollar amount authorized by this contract. Contract Modifications will follow rules and procedures established by WICCO to comply with U.S. Department of Labor requirements.
- (F) Contractor assures that any and all subcontracts or agreements entered into as a result of this contract shall contain the limitation regarding unilateral modification as set forth in paragraph 9(A), above.

10. **Non-discrimination and Accessibility** PL 105-220 Sec. 188; CFR Part 33 & 37; ORS Ch. 659

Contractor will comply with all Federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to work under this contract. Contractor expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the

requirements of 41 CFR Part 60. Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (WIA), including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR, Part 33 & 37. The United States has the right to seek judicial enforcement of this assurance. Contractor will not discriminate against, nor deny employment or services to any person on the grounds of race, creed, color, religion, sex, national origin, marital status, expunged juvenile record, age (except as provided by WIA regulations), disability, citizenship, or political affiliation or belief.

Additionally, Contractor shall comply with the accessibility provisions of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

11. Collective Bargaining Agreements

Contractor certifies that this contract does not violate any collective bargaining agreements to which it is a party.

12. Reference Documents

WICCO will provide, within (30) thirty days following execution of this contract, copies of WIA laws, regulations, and other WIA issuances referenced in this document.

13. Certificates of Insurance:

As evidence of the insurance coverages required by this contract, Contractor shall furnish a certificate of insurance to WICCO. Any certificate of insurance required under this contract shall specify parties who are Additional Insureds and must include a provision requiring notice to WICCO in the event of cancellation. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

Contractor shall not cancel, materially change, or not renew insurance coverages affecting this contract. Contractor shall notify WICCO, in writing, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by WICCO to the Contractor, and should Contractor fail to immediately procure other insurance as specified, WICCO reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this contract. Failure to maintain the insurance coverages required herein, may result in termination of the contract.

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of WICCO as to limits, form, and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract are as follows:

- (A) Commercial General Liability insurance including contractual liability coverage with limits no less than \$1,000,000 combined single limit;

(B) Automobile Liability Insurance, comprehensive form, with limits not less than \$500,000 combined single limit when using motor vehicles in performance of actions authorized under this contract;

(C) Worker's compensation coverage consistent with the laws of the State of Oregon;

(D) A fidelity or surety bond shall be purchased by the Contractor at Contractor's own expense in an amount to exceed the total amount of cash on hand at any time provided under this contract. The bond shall cover all persons who handle funds provided under this contract and shall extend beyond the contract termination dates to the contract close-out date.

(E) Additional Insureds Clause. The liability insurance coverages required for the performance of this contract shall be endorsed to name Workforce Investment Council of Clackamas County AND Clackamas County AND the Oregon Department of Community Colleges & Workforce Development, as additional insureds with respect to the activities performed under this contract.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from Contractor's operation under this contract.

14. **Workers' Compensation** ORS 656.017

The Contractor and its subcontractors, if any, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The Contractor is also an independent contractor for purposes of the Oregon Workers' Compensation Law and is solely liable for Workers' Compensation coverage under this contract.

Unless specified elsewhere, when Contractor places or employs participants in subsidized jobs the participants shall be provided with workers' compensation coverage, benefits, and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.

15. **Tax Laws, MBE/WBE** ORS 279A.110 and Chapter 305.385

By execution of this contract, Contractor certifies under penalty of perjury that:

- (A) To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and
- (B) Contractor has not discriminated against minority, women, or small business enterprises in obtaining any required contracts.

16. **Drug Free Workplace** (E.O. 12549; Sec. 5151-5160 Public Law 100-690, Title V, Subpart D; 41 U.S.C. 701 *et seq.*) and (29 CFR 98.600).

Contractor certifies that it has adopted and instituted a policy to insure a drug-free workplace in accordance with local, state and federal laws, rules, and regulations.

17. **Responsibility for Taxes, Unemployment Insurance, Workers' Compensation Coverage**
ORS 30.265, ORS Chapters 279A, 279 B, and 279C

The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent (as those terms are used in ORS 30.265) of WICCO or of Clackamas County. Contractor is solely liable for any workers' compensation coverage, social security, unemployment insurance, retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by Contractor shall be similarly responsible.

18. **Conflict of Interest** (ORS Chapter 244) and (29 CFR 95.42 and 29 CFR 97.36(b)(3))

Contractor, its officers, employees or agents, shall avoid all activities, which constitute an improper conflict of interest under local, state or federal laws, rules, or regulations.

19. **Certification Regarding Lobbying** 31 U.S.C. Sec. 1352

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (see Section F of this contract).

Contractor shall require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

20. **Publicity and Public Information**

Whenever written, magnetic media, electronic, or verbal information related to the services provided pursuant to this contract is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the Contractor shall acknowledge and name the Workforce Investment Council of Clackamas County and the Awarding Agency as providing funding for the services provided through this contract.

All advertisements or recruitment materials must contain the following language: "An equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear on each work product in both English **and Spanish**.

21. **Billings and Payments to Contractor**

WICCO shall reimburse the Contractor, upon submittal and approval by WICCO, of a written invoice. Contractor shall base all costs claimed on allocable, allowable, and reasonable expenses incurred pursuant to this contract as determined under local, state, and federal laws, including applicable Office of Management and Budget Circulars. Payments will be made within thirty (30)

calendar days following receipt of written invoice on forms and with backup documentation as listed in Section C. The invoice format will be provided by WICCO.

At the discretion of WICCO, payments may be suspended, withheld, or disallowed if participant tracking documents, performance reports, or financial reports (including billings and matching share documents) specified in Sections B, C, and D of this contract are not submitted on the proper forms within the agreed upon time frames.

22. Audits

Unless otherwise directed by WICCO, Contractor shall arrange for the performance of a financial and compliance audit of funds received under this contract in accordance with the Office of Management & Budget Circular A-133 (and the Single Audit Act of 1984, P.L. 98-502, and OMB Circular No. A-128, "Audit Requirements for State and Local Governments,)", 50 Fed. Reg. 19114.

Contractor shall submit the report of such audit to WICCO no later than thirty (30) calendar days after receipt of the report or within one hundred twenty (120) calendar days following the close of the Contractor's fiscal year, whichever is sooner.

23. Equipment Purchase and Tracking

All purchases must comply with the applicable OMB Circulars, Uniform Administrative Requirements, and WICCO policies. Equipment purchases with an acquisition cost of \$5,000 or more per unit require prior approval from WICCO and Awarding Agency.

Unless otherwise specified, ownership and title of all non-expendable personal property and equipment purchased with funds provided under this contract rests with WICCO and is vested in the U.S. Department of Labor and/or State of Oregon. WICCO may take possession of all such equipment and property at any time during or upon termination of this contract.

Contractor shall maintain a current inventory of all WIA property in its custody with an individual purchase price of \$5000 or more, and shall implement adequate maintenance procedures to keep such property in good condition. Further, Contractor shall conduct an annual inventory of equipment and properties purchased with contracted funds and submit a list of same to WICCO with the final invoice. All such property purchased under this contract shall be returned to WICCO within thirty (30) days after the contract has terminated, unless otherwise authorized by WICCO.

24. Patent and Copyrights

All patent, copyrights, and other intellectual property pertaining to products produced with funds under this contract shall be the property of the Department of Labor, the State of Oregon, or WICCO as required by local, state, and federal laws, rules, or regulations.

25. Corrective Action

All activities conducted under this contract will be monitored by WICCO. In addition, the Contractor shall develop and maintain a mechanism for the continuous monitoring of all activities conducted pursuant to this contract.

WICCO may issue a Notice of Corrective Action for any deviations from the contract provisions or the planned performance in Section B. Within fifteen (15) calendar days of receipt of the Notice of Corrective Action, Contractor shall respond by submitting to WICCO a completed written

Corrective Action Plan. WICCO will determine the appropriateness of the Contractor's Corrective Action Plan and notify the Contractor in writing within fourteen (14) calendar days if the plan is not satisfactory. Thereafter, WICCO, at its own option and within its own reasonable discretion, may terminate the contract, establish a Corrective Action Plan on its own accord, or follow the procedures set forth in Section B regarding performance expectations.

WICCO may terminate the contract, in whole or in part, if the Contractor fails to respond to the Notice of Corrective Action within fifteen (15) calendar days after receipt.

26. Failure to Enforce

Failure on the part of WICCO to enforce a provision of the contract shall not constitute a waiver of WICCO's rights to enforce such provision in the future or any other provision of this contract.

27. Program Income

In the event the program generates any program income, Contractor shall report to WICCO, the program income as a separate line item, by cost category, on the month following accrual. Program income is defined as "income received by the recipient or sub recipient directly generated by a grant or sub grant supported activity, or earned only as a result of the grant or sub grant". Such income is to be applied against the costs of the project.

28. Implementation of Workforce Investment Act. (Public Law 105-220)

This contract, its Exhibits, Attachments, Endorsements, Changes, or References incorporated is authorized under the federal Workforce Investment Act of 1998 (Public Law 105-220). The Contractor understands and agrees that modifications to this agreement will be necessary throughout the contract period as federal, state or local laws, rules, regulations or local ordinances necessitate change under this implementation. The Contractor is notified that such changes shall be bilaterally agreed upon or unilateral, as necessary pursuant to Section 9 above.

29. Notices

All contract-related notices shall be in writing and delivered by email, personal delivery, facsimile, or mailing postage prepaid to the address in this contract or other email, facsimile number or address either party may indicate pursuant to this section. Any notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system. Any notice given by personal delivery is effective when actually delivered. Any notice delivered by facsimile is effective when a transmission receipt is generated if during recipient's normal business hours, or on the next business day, if outside recipient's normal business hours. Any notice mailed is effective three (3) days after mailing.

30. Veteran's Priority Provisions PL 107-288 Sec. 188; 20 CFR Part 1010, TEGL No. 10-09

The Jobs for Veterans Act requires priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. In circumstances where a choice must be made between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the veteran or eligible spouse be first provided that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Contractor agrees to comply with DOL and ETA guidance on implementing priority of service for veterans and eligible spouses.

**WORKFORCE INVESTMENT COUNCIL OF CLACKAMAS COUNTY CONTRACT
SECTION B
PROJECT DESCRIPTION**

1. Executive Summary

This contract is between the Workforce Investment Council of Clackamas County and Community Solutions for Clackamas County (CSCC) and is funded with Title I of the Workforce Investment Act of 1998 (WIA) funds and other discretionary grants. This contract calls for the delivery of workforce development services to adults and dislocated workers who live and/or work in Clackamas County in order to help them find jobs, keep jobs and advance in jobs, with a special priority of service provided to veterans and eligible spouses.

2. Relationship to the Workforce Investment Council of Clackamas County's Local Strategic Plan and Local Strategic Priorities

The Local Strategic Plan, which is aligned to the Oregon's Workforce Investment Board's Strategic Plan, outlines priorities for both adult and dislocated worker services for both rural and urban populations. The services in this contract will support the following 2013 – 2015 Local Strategic Plan priorities:

- **Sector Strategies** – This approach to working with employers focuses on analyzing and identifying strategies to meet the needs of employers and support job seekers in obtaining jobs in specific, cross regional, growing industry sectors (including manufacturing and health care) This work will include strong partnership with neighboring workforce regions through the Columbia Willamette Workforce Collaborative.
- **Certified Work Ready Communities** – A community is identified as Certified Work Ready when a predetermined number of individuals obtain a National Career Readiness Certificate (NCRC) and employers prefer it in job postings. In Region 15 this involves reaching specific goals outlined in Section 4, National Career Readiness Certificate.
- **System Innovation** – Three primary system innovation focuses were identified by the Region 15's Local Workforce Investment Board.
 - Assessment - Identify current skill levels of job seekers and training participants through informal interviews, career advisement, occupation and skills explorers, and foundational skills review.
 - Career readiness and preparation - Connect participants to career exploration, pathways and certificate programs.
 - Job placement via sector engagement - place participants with the skills and qualifications to meet the needs of employers in the identified sectors through job development, on the job training, and work experiences.

The services in this contract will also support the following 2012-2014 local strategic priorities also identified by the Board:

Create opportunities for jobs and apprenticeship

- Promote and invest in skill development solutions to fill skill gaps
- Encourage business mentoring in schools
- Maintain partnerships with labor
- Actively participate in attracting, retaining & growing businesses
- Promote and support work-based experiences

Train and/or place jobseekers in high demand occupations

- Implement and coordinate best practices for skill identification, job seeking and placement

- Maintain alignment with priority sectors identified by county, region and state
- Facilitate career readiness, preparation and career pathways
- Implement best practices for skill identification and development

Attract resources to the county and region

- Share information and promote communication flow among partners
- Diversify funding
- Advocate at the state and federal level for workforce investment funding
- Participate in area economic development and chamber of commerce organizations

Cultivate and prioritize key industries

- Align with area economic development organizations
- Review industry data on a regular basis to inform decisions
- Connect with and convene industry groups regularly
- Actively participate in broad regional collaboration to address industry workforce needs

3. Worksource Clackamas Annex

The Workforce Investment Council serving Clackamas County, along with other funding partners, expect that through this contract CSCC will manage and oversee the WorkSource Clackamas Annex (WSC Annex). Through braided funding, the WSC Annex targets job seekers who face challenges to finding employment and is also open to the public. Job seekers, who utilize the WorkSource Clackamas services (e.g. workshops, NCRC) through the WSC Annex, must complete the WorkSource Oregon Welcome process. Staff that work directly with employers are expected to represent the funding partners and WorkSource Clackamas. It is expected that business services staff focus on specific sectors and work closely with other workforce staff in the region.

4. WIA Formula Funds Program Overview

CSCC will provide career development, training and employment services for Clackamas County residents living with a mental illness, criminal backgrounds, and/or who are experiencing long-term (18 months or longer) unemployment. The work under this contract will help individuals who have not typically accessed the broader WorkSource system to be able to enter and succeed in work. This project provides the services and supports that those individuals need to access WIA services and to enter and maintain good jobs.

This plan promotes and supports skill development of the local workforce through the local integrated model of service provision provided at the WorkSource Clackamas Annex, 104 11th Street, Oregon City, OR. At this location, under this integrated model, customers have access to skill development services throughout the week, with the exception of holidays. The Oregon Workforce Investment Board has adopted a policy that all Oregonians are potentially subject to job loss in today's economy, and therefore, Oregonians cannot be considered self-sufficient. This policy, which the Workforce Investment Council of Clackamas County adopts, allows all job seekers to be registered into the program, regardless of employment status. This integrated model is staffed locally by Oregon Employment Department (funded by DHS) and CSCC working in cross functional teams.

The integrated model is built on the following components:

- Using WorkSource Oregon's MIS customer registration process to register all WorkSource Clackamas customers into a performance pool and provide them with a clear understanding of their basic skills;

- Skill development to match customer skills with self-sufficiency needs, industry needs, job profiles and a skill development/training opportunity.
- The enhancement of the Business and Employment Services team to collect and analyze employer listings, provide the welcome/skills development teams with a better understanding of the needs of industry and reach into the job seeker pool to make quality referrals to companies.

CSCC will be responsible for the following tasks relative to the Integrated Service Delivery Model:

- Outreach and Recruitment: CSCC will provide outreach to recruit participants. New participants could also come as referrals from WorkSource Clackamas staff or from other CSCC programs.
- Customer Registration and Initial Skills Review: CSCC staff will assist with the initial eligibility determination through the State's WorkSource Oregon's MIS (WOMIS) system. CSCC staff will work as members of the Welcome Team to support participants in completing the debrief process which includes customer registration and completion of IMatchSkills registration at the WorkSource Clackamas Annex. CSCC staff will meet with the participant upon completion to discuss next steps to begin the development of an employment and training plan.
- Individual Employment and Training Plan: Ongoing WIA eligibility is the responsibility of CSCC. Upon completion of the customer registration, CSCC will work with participants to develop an employment and training plan that takes into consideration the participant's goals, their current skill level and aptitude, and a plan for accomplishing their goals that will lead to employment.
- Individualized Workforce Preparation and Job Search: Based on the Individual Employment and Training plan, individuals may enter job skills training if needed to becoming employment ready. CSCC will provide support to ensure participants are prepared to enter the labor market.
- Employment and Employment Retention Services: Contractor will provide job search and placement services. Once a participant becomes employed, the contractor will keep in contact with the new employee to ensure job retention and advancement gains are attained and entered into the data management system. CSCC staff working with businesses will share information with partners to reduce duplication of service.

CSCC is expected to actively participate in WorkSource Clackamas Leadership Team meetings, Clackamas Menu of Resources and Services team meetings, service provider meetings and WorkSource Clackamas partner meetings.

CSCC WIA program policies that are more restrictive than the Workforce Investment Council of Clackamas County's policies must come to the Workforce Investment Board via the Workforce Investment Council of Clackamas County Program Manager for review and approval.

Additional service design elements are as follows:

1. The Workforce Investment Act (WIA) includes a provision for adult and dislocated worker participants to receive training services from providers and programs that have met specific standards and expectations in order to be on the State Eligible Training Provider List.

Occupations considered "in-demand" or with significant annual openings or vacancies will be the priority for Individual Training Account (ITA) funding. CSCC will use the Workforce Investment Council of Clackamas County's ITA Strategic Occupation List which lists occupations that can be funded with ITAs. Occupational training programs and training providers funded with ITAs must be on the Statewide Eligible Training Provider List. Exceptions to the ETPL or to the Strategic Occupation List must be brought before the

Workforce Investment Council of Clackamas County Program Manager for review and consideration prior to funding.

CSCC will track the number of ITAs for each occupation and will provide the Workforce Investment Council of Clackamas County with a quarterly report (at least) which lists the number of ITAs for each occupation that has been funded. No more than 10% of ITAs can be funded for any one occupation without bringing to the Workforce Investment Council of Clackamas County Program Manager for review and consideration prior to funding.

2. Support Services

WIA includes provisions for participants to receive supportive services payments for the purpose of addressing barriers to employment and training. These services are provided when they are not available through other agencies and are necessary for the individual to participate in workforce activities.

These services may not be accessed until a customer has been registered. Depending on results of the assessment and the individual employment plan developed by the case manager/advisor, support services will be approved based on reasonable and allowable costs, individual needs, and the availability of funds. Contractor shall adhere to the the Workforce Investment Council of Clackamas County support services policy. .

3. Job Search Workshops:

At the WorkSource Clackamas Annex, CSCC staff will design, market and deliver dynamic, fast-paced and effective job search and employment retention and advancement workshops to enrolled WIA participants with a goal of instilling hope and motivation in attendees. Half to full day workshops will cover job search, retention and advancement topics such as applications and resumes, networking, and interviewing techniques. At least once per month CSCC will work with WorkSource Clackamas partners to host the Employer Spotlight.

CSCC will work closely with the Workforce Investment Council of Clackamas County regarding the design and scheduling of workshops and Employer Spotlight. CSCC will also work with the existing Clackamas Menu of Resource and Services (CMRS) advisory team and the Menu of Resources and Services coordinator to ensure the workshops being delivered are meeting the demands of customers.

CSCC will deliver 15 hrs of workshops per week and one ½ day Employer Spotlight per month. Content and schedule will be developed through consultation between the Workforce Investment Council of Clackamas County and CSCC with final approval by the Workforce Investment Council of Clackamas County. Workshops, including participant materials, and travel expenses are included in this contract. CSCC will use the iTRAC management information system for tracking participant attendance in workshops.

CSCC will evaluate the satisfaction of attendees at the end of every workshop to help ensure quality. All original evaluations will be provided to the Workforce Investment Council of Clackamas County as well as a monthly summary of evaluation scores. CSCC will work with the Workforce Investment Council of Clackamas County regarding the design of this evaluation form. It is expected that the design of these workshops will result in increased job placements for WIA participants.

CSCC will be responsible for marketing workshops and events, in coordination with WorkSource Clackamas and the Workforce Investment Council of Clackamas County, to ensure there is an average of 7 attendees per workshop. If attendance of any workshop falls

below the expected average, CSCC, CMRS and the Workforce Investment Council of Clackamas County will discuss possible solutions. The Workforce Investment Council of Clackamas County will make the ultimate decision of workshop design and delivery.

CSCC must notify the Workforce Investment Council of Clackamas County's Program Manager prior to cancellation of any workshop. CSCC must also notify the Workforce Investment Council of Clackamas County of any changes to the workshop schedule, workshop curriculum, or trainer.

The Workforce Investment Council of Clackamas County's Program Manager will monitor, in person, CSCC workshops at least annually and will meet with the CSCC Program Manager to review the Workforce Investment Council of Clackamas County's completed observation form. The Workforce Investment Council of Clackamas County's Program Manager may require curriculum change or removal and replacement of workshops. In the event the workshop trainer receives low overall ratings, the CSCC Program Manager will be responsible for addressing and remedying the issue.

CSCC will work with the Oregon Employment Department to coordinate and promote the workshops, events and programs at the WorkSource Clackamas Annex.

Workshop Performance Outcomes for Program Year 2013

The expectation for participants served is that they find employment, keep employment and advance in employment in order to become self-sufficient. The workshops designed are expected to meet the needs of the WIA Adult and Dislocated Workers in Region 15 and therefore are expected to be filled to capacity on an ongoing basis.

Performance Measure	Negotiated Level
Participant evaluations rated outstanding*	90%

* Outstanding is defined as 80-100% on Workshop Evaluation forms

If performance falls below 80% of the negotiated level after 6 months, the the Workforce Investment Council of Clackamas County will take the following actions with the Contractor:

- Report to the the Workforce Investment Council of Clackamas County Board that performance has not been achieved.
- Meet with the Contractor to assess why the performance measure was not met and create a written performance improvement plan.

If performance remains below 80% in the same performance standard after a year, the the Workforce Investment Council of Clackamas County will take the following actions with the Contractor:

- Report to the the Workforce Investment Council of Clackamas County Board that performance has not been achieved.
- Follow the considerations and recommendations of the the Workforce Investment Council of Clackamas County Board of one of the following options:
 - Meet with the Contractor to assess why the performance measure was not met again and create a written corrective action plan.
 - Discontinue use of the Contractor due to inability to achieve required performance levels.

4. Participant Case Management File

CSCC will use the I-Trac and IMatchSkills management information systems for participant tracking. CSCC must maintain an electronic file for each participant which will detail the service history. Additionally, information must be maintained in such detail so as to support the expenditure of funds. All users will enter data in to the I-Trac system within 5 business days of the activity.

5. Performance Outcomes for Program Year 2012

At any given time CSCC will serve 75 participants living with a mental illness, those with a criminal background, and/or are long-term unemployed in the Adult and Dislocated Worker WIA program. Individuals are also expected to have secondary barriers such as addiction histories. CSCC has agreed to reach full enrollment of 75 participants by October 31, 2013.

Performance Expectations

Performance Measure	Level
Entered Employment Rate	57%
Employment Retention Rate	70
Average Earnings	\$9,872

If performance falls below the negotiated level after the first year, the Workforce Investment Council of Clackamas County will take the following actions with the Contractor:

- When final performance numbers have been issued, report to the Workforce Investment Council of Clackamas County Board which performance measure(s) have been missed/achieved.
- Meet with the Contractor to assess why the performance measure(s) were not met and create a written performance improvement plan.

If performance remains below the negotiated level for a second year in a row, the Workforce Investment Council of Clackamas County will take the following actions with the Contractor:

- When final numbers have been issued, report to the Workforce Investment Council of Clackamas County Board that a performance measure(s) has been missed two years in a row.
- Review historical data and follow the considerations and recommendations of the the Workforce Investment Council of Clackamas County Board from the following options:
 - Review historical data and make a determination if course corrections are adequate and grant additional year of the contract under a corrective action plan.
 - Require other appropriate measures designed to improve the performance of the Contractor.
 - Discontinue use of the Contractor due to inability to achieve required performance levels.

5. **National Career Readiness Certificate**

Oregon's National Career Readiness Certificate (NCRC) is nationally recognized and transferrable across the country and industries and documents an individual's skill level in three areas: Applied Mathematics, Reading for Information, and Locating Information. The NCRC Plus will add Talent, an additional skills assessment.

In an effort to meet statewide expectations, CSCC staff will promote and encourage participants to take the tests when appropriate. CSCC will proctor group internet-based and paper-pencil testing as directed by Workforce Investment Council staff. Proctors will be trained to ACT standards and follow all guidelines set by Region 15 and CCWD. NCRC testing days and times may change.

CSCC staff will contact participants the day prior to remind them of the testing. Proctors will check

participant's photo ID and WorkSource job seeker ID number which confirms the participant has been through the WOMIS registration system. CSCC will be required to enter testing completions into the I-Trac data management system and iMatchSkills. CSCC will assure successful completers receive their certificates and will keep a record of certificates distributed.

CSCC will also educate employers about the NCRC and the NCRC Plus, how it can be used to screen for potential employees and ask employers to prefer the NCRC in appropriate job listings.

CSCC will help the region become a Certified Work Ready Community by working towards the following goals:

- 302 signed letters of support from employers stating they will prefer the NCRC (standard letter from the State to be provided),
- 2155 NCRCs for transitioning workers, and
- 708 NCRCs for emerging workers.

Staff will forward all signed letters to the Workforce Investment Council of Clackamas County and document which employers have signed letters in the company's iMatchSkills profile.

6. Solutions to Work (July 1, 2012 – December 31, 2014)

People released from incarceration within the corrections system have fundamental unmet needs that still exist with job placement, mental health care, residential treatment, accessible and affordable transportation and child care. Community Solutions for Clackamas County is the lead service provider for the *Solutions to Work* program funded by Department of Labor (DOL) Serving Adult Ex-offenders through Strategies Targeted to Characteristics Common to Female Ex-Offenders Grant. *Solutions to Work* will serve a minimum of 250 individuals, with an emphasis on females, with multiple barriers leaving incarceration and returning to the Clackamas County community, over a 30-month period, beginning July 1, 2012.

Program Description

Community Solutions for Clackamas County will engage in highly-individualized case management and job development, client centered empowerment and self development, education and training, and workforce development services. A 16-week long cohort model will support participant engagement and a sense of belonging, essential to achieving performance goals.

- CSCC will offer program recruitment opportunities
- CSCC will conduct an Empowerment and Soft Skills Workshop series, Job Club and support groups. Each will have a group mentoring component. CSCC will make individual referrals, as appropriate, to the identified community mentoring programs, resources and other service providers. The Empowerment workshop series will last approximately five days. The Empowerment workshops, available to all program participants, will include, but not limited to training on financial literacy; counseling about their civil rights (including issues related to criminal records and employment), workplace accommodations, if necessary, and assistance applying for jobs and Federal benefits such as Pell Grants, Food Stamps and Medicaid.
- CSCC will utilize Career Mapping and Resource Planning, a highly successful WorkSource tool that can effectively guide case management and skill development through person-centered planning.
- Regular meetings will be held with community supervision officers to reinforce the program, provide attendance progress reports, and to discuss specific participants as-needed.

- CSCC through *Solutions to Work* will provide a full array of education interventions and/or supports for participants to secure their high school diploma and/or GED equivalent, academic skills to achieve success in the work world, credentials to qualify for in-demand industries and/or non-traditional occupations, and access to a degree in higher education.
- Each *Solutions to Work* participant will be expected to spend, depending on their individual needs and learning style, at least 20% of their time working towards a program that will get them closer to a GED or certificate when appropriate.
- CSCC will involve participants in this process of developing next steps, education and training objectives, and realistic career goals. Individualized Career Plans will be created based on each participant's long-term career goals. Opportunities available to participants of the program will be suggested and used if and when they reinforce the ICP's employment goal and identify next steps for participants with their input. Participant strategies can include: (1) Apprenticeships through Oregon Tradeswomen, Inc.; (2) Credit retrieval, (3) Career and Technical Education (CTE); (4) Two Year Vocational (Career and Technical Education) degrees; (5) One Year Certificates; (6) Less than one year certificates; (7) Career Pathway Certificates; (8) National Career Readiness Certificate; (9) On the Job Training; and (10) Cooperative Work Experience.

The ICP builds on information gathered in the assessment and Career Mapping process. Plans include (1) General work and education history; (2) Completed career exploration, and (3) Assessments (could include career exploration workshops, online assessments, discussions with participants); (4) Employment goal, along with the steps and services needed to achieve that goal; (5) Agencies that will provide resources (explored and exhausted), including cost and who will pay; and (6) Participant's responsibilities in carrying out the plan. The participant must fully support the ICP and be prepared for the next steps.

- CSCC will facilitate women's access to jobs and training in non-traditional occupations and sectors where women are under-represented. CSCC will work closely with the following in-demand industries for Clackamas County and the Portland Metro region.
 - Advanced Manufacturing-Metals and Machinery (welders, laborers and stock workers, assemblers).
 - Wholesale Trade (welders, sales reps, laborers and stock workers, shipping and logistics).
 - Nurseries and Greenhouses (landscape professionals, nursery grower, suppliers).
 - Wood Product Manufacturing (woodworkers/carpenters, laborers, stock workers, maintenance).
- Other demand industries include Health Care, Professional Business Services, Advanced Technology-High Tech, Manufacturing, and Trucking/Transportation and Distribution. Employment forecasts project thousands of positions to be hired in these industries.
- CSCC will be able to fund support services as indicated by the Workforce Investment Council of Clackamas County policy, when other resources have been explored or exhausted.

Eligibility

- Enrollment will include completed Welcome registration with WorkSource Oregon.
- While both men and women will be recruited for the program, the clear emphasis of messaging and recruitment will be female ex-offenders.

- CSCC will create outreach materials for *Solutions to Work*.
- CSCC will conduct the following recruiting efforts: in the jail weekly and in other correctional facilities when appropriate, contact community supervision officers (parole and probation), judges, service agencies (emphasis on those serving the eligibility traits listed below) and promote self-referral.
- CSCC will make sure eligible participants include:
 - (1) At least 18 years of age;
 - (2) Citizen of the U.S. or legal to work in the U.S.;
 - (3) Residing in Clackamas County;
 - (4) Convicted of a crime and sentenced to serve time in Clackamas County Jail or state facility, and who will be released within 90 days or has been released in the previous 180 days;
 - (5) Possess a government issued identification; and
 - (6) Have the ability to benefit from the services offered from the program;
 - (7) Be eligible and have a desire to work.

Individuals not appropriate for the program include those: (1) Refusing treatment, (2) Currently experiencing significant crisis (a threat to themselves or others), and (3) Who have committed a sexual crime against another, except for prostitution.

Enrollment

- CSCC will use the Solutions to Work: Participant Enrollment Assessment tool, customized to capture all essential information needed to ensure the success of Solutions to Work that is reflected in the grant proposal. Every participant assessment should be completed and scored to determine risk factors necessary to enter the program. Case managers must narrate program eligibility based on the risk factors, scores, observation, and other pertinent information.
- CSCC will use the Disability Screening tool that identifies possible physical or mental impairments, learning and cognitive disabilities, and areas of struggle.
- CSCC will facilitate inmate access to services before release from incarceration, within the 90 days prior. CSCC case managers will conduct bi-weekly orientations and provide assessments every other week. One on one meetings are held to focus resource planning and supports that can be accessed after release. This early contact values the development of a trust relationship between the case manager and inmate.
- CSCC will perform a comprehensive assessment of each participant's strengths, skills, interests, aptitudes, and needs. An assessment tool developed by local WorkSource providers - *Career Mapping and Resource Planning* - will be used to guide development of career pathway options and the crafting of Individual Career Plans.
- CSCC will use online tools - the Oregon Career Information System (CIS) and other online tools (skill tests to indicate skill level in certain occupations). Paper-pencil assessments will also be used to assist the development of realistic career goals.

Retention

- After job entry, CSCC will provide follow-up services for at least 3-4 months to ensure that participants keep employment. CSCC will support problem-solving with both the new employee and the employer that, without intervention, may result in an employee quitting or losing their job.

- For all appropriate participants, CSCC will identify advancement opportunities within industries and occupations. A skill enhancement plan will be developed with newly employed participants.
- CSCC will maintain regular contact with participants to ensure retention in employment and/or school. This could include assistance in addressing work-related or school-related problems; assistance in securing better paying jobs or career development; furthering education; referrals to peer support groups; mentoring; and tracking progress made by participants in employment and/or education after training. These activities should be consistent with the ICP.
- Frequent contact will be expected during the training period and within 2-3 weeks after becoming employed. CSCC can visit the job site at the request of the employer or participant. Scheduling will be individualized.
- A progress evaluation will be completed by CSCC coupled with the client's self evaluation, after the client has been in the program for 8 weeks. The purpose of the evaluation is to provide the client with feedback about their progress and address any issues that could prevent the client from being successful in the workplace.
- CSCC will ensure positive participant outcomes and retention, bridging the time between being in the active program and the 3-4 month follow-up program.

The grant proposal Memorandum of Understanding describes all required partners and their responsibilities under this funded project. CSCC will actively work with the partners outlined in the MOU. Also, a number of additional partners have been secured to support the success of this project with a letter of support. CSCC will actively work with the partners who wrote letter of support.

Performance

The Department of Labor has set goals for each of the long-term performance measures. These goals are targets for Community Solutions for Clackamas County to strive toward and may be adjusted with additional data. The goals for each indicator are as follows:

- **Enrollment Rate:** defined as the number of participants enrolled in the program divided by the enrollment goal. The enrollment goal is based on the total grant award amount divided by \$6,000 (the upper limit of the expected cost-per-participant range of \$4,000 – 6,000). The calculated enrollment goal is **250 participants**. The enrollment goal is expected to be met by the end of the second full year of the grant period of performance (by June 30, 2014). **The goal for this measure is 100%.**
- **Entered Employment Rate:** defined as of those who are not employed at the date of participation (enrollment) and who exit the program: the percentage of participants who are employed in the first quarter after the exit quarter. **The goal for this measure is 60%.**
- **Employment Retention Rate:** defined as of those who exit the program and are employed in the first quarter after the exit quarter: the percentage of participants who are employed in both the second and third quarters after the exit quarter. **The goal for this measure is 70%.**
- **Average Earnings:** defined as of those who exit the program and who were employed in the first, second, and third quarters after exit: the average total earnings for the second and third quarters after exit. **The goal for this measure is \$9360, which works out to be \$9/hour if working full time and just under 200% of the poverty rate for a family of 1.**
- **Recidivism Rate:** defined as the percentage of participants who were re-arrested for a new crime or re-incarcerated for revocation of the parole or probation order within one year of

their release from prison. If a participant is re-arrested and subsequently released without being convicted of a new crime, they may be taken out of the recidivism rate. **The goal for this measure is 22% or below**, which is roughly half of the national recidivism rate of 44.1% one year post-release found in the Bureau of Justice Statistics report.

- **Industry-Recognized Certificate/Degree Rate:** This measure is two-fold and will focus not just on increasing the attainment of degrees and industry-recognized certificates but also increasing the number of participants who enter degree- and industry-recognized certificate-awarding programs:
 - The participation rate is defined as the percentage of enrolled participants in degree- or industry-recognized certificate-awarding programs. **The goal for this measure is 30%.**
 - The attainment rate is defined as the percentage of participants that have participated in degree- or certificate-awarding training who receive a degree or an industry-recognized certificate within three quarters after exit from the program. **The goal for this measure is 50% of those enrolled in degree awarding programs and 50% of those enrolled in certificate awarding programs.** This means that, of the subset of participants who enroll in degree- or certificate-awarding programs, it is expected that at least 50% of those that enroll in a degree-awarding program will attain a secondary or post-secondary degree (such as a GED, high school diploma, or Associate's Degree) and at least 50% of those that enroll in vocational or occupational skills training that leads to industry-recognized certification will attain the certificate. **All degrees and industry-recognized certificates must be attained during the performance period of the grant.** Further guidance on what qualifies as an industry-recognized certificate can be found in Attachment B of TEGL 17-05 (located at http://wdr.doleta.gov/directives/attach/TEGL17-05_AttachB.pdf).

Reporting

CSCC will submit a quarterly narrative style project and quantitative performance report on the 28th day after the end of each quarter, beginning July 1, 2013. The Final Project Report is due by January 31, 2015, unless otherwise directed by the Workforce Investment Council of Clackamas County.

11. Housing Works Grant (July 1, 2012 – October 31, 2015)

This Department of Labor (DOL) Workforce Innovation Fund Grant is to help 50 PHA housing residents gain the life and employment skills necessary to attain self-sufficiency.

Contractor will:

- Coordinate with county partners to ensure local implementation is consistent with program requirements and implementation across regions.
- Perform WorkSource Liaison duties as outlined in the WorkSource Liaison position description.
- Ensure the case manager performs duties as outlined in the case manager position description.
- Facilitate orientations as part of recruitment and selection activities.
- Ensure eligibility and enrollment before commencement of grant-funded services to participants.

- Engage participants in all program activities including interacting regularly with case managers, Oregon Pathways for Adult Basic Skills (if appropriate), Career Link courses, Occupational Skills Training, internships, On-the-Job Training, Workforce Coaching and job search activities. Training activities will be in accordance with targeted Housing Works industries.
- Work with the employers named in the MOU, the Regional Competitiveness Committee (of the Columbia-Willamette Regional Workforce Collaborative), WorkSource, and additional local employers to develop ongoing industry intelligence to inform training pathways, and to develop employment opportunities and work experiences for Housing Works participants.
- Ensure participant access to general WorkSource services supported by grant and leveraged dollars including WIA enrollment, job search workshops and individual assistance.
- Track program services, collect data, secure release of information agreements, and support evaluators in implementation of evaluation plan.
- Fully participate in the Housing Works County and Regional Alliances and coordinate with partners to adhere to grant goals and reporting guidelines.
- Complete and submit quarterly program narrative reports by the 20th of month following quarter's end (January, April, July and October).
- Set aside training resources through leveraged dollars, as outlined in the Workforce Innovation Fund grant proposal and budget narrative, to supplement the resources provided through the Workforce Innovation Fund grant. Ensure that the following WorkSource resources are reserved for the Housing Authority program participants enrolled in the Housing Works Project and available throughout the life of the grant:
 - Workforce Investment Act enrollment at WorkSource (all participants).
 - Workshops and one-on-one staff assisted services (all participants).
 - Internships (25), Occupational Skills Training programs/certifications (25), and/or On-the-Job Training (OJT) programs (8), as appropriate.
- Resource other project expenses through leveraged dollars as outlined in the Workforce Innovation Fund grant proposal/budget narrative, to supplement the resources provided through the Workforce Innovation Fund grant itself.

PERFORMANCE

Contractor Performance Measures	<i>Goal</i>
Participants who complete WIA and Housing Works Eligibility and begin project funded services	50/100%
Participants who earn industry-recognized credential	22/44%
Participants who complete internship and/or OJT	22/44%
Percent of participants that enter long-term basic skills instruction courses who complete successfully	75%

Participants who report that barriers to employment have been removed	33/65%
Of participants who enter program unemployed, the percent who enter employment	65%
Of participants who enter employment, the percent who are retained in 2 nd and 3 rd quarters that follow the quarter of employment start date	70%
Of participants who enter employment, the average six month earnings	\$12,000
Of participants employed at enrollment, the average increase in earnings	20+%
Average annual reduction in subsidy by households that retain employment because of an increase in income directly attributable to a participant's employment income and controlling for other factors.	\$3,250
Participants vocationally case managed who attain identified training and employment goals in the Career and Resource Plan.	75%
Average annual reduction in subsidy by households that retain employment because of an increase in income directly attributable to a participant's employment income and controlling for other factors.	\$3,250
Participants vocationally case managed who attain identified training and employment goals in the Career and Resource Plan.	75%

If performance falls below the negotiated level after the first year, the Workforce Investment Council of Clackamas County will take the following actions with the Contractor:

- When final performance numbers have been issued, report to the Workforce Investment Council of Clackamas County Board which performance measure(s) have been missed/achieved.
- Meet with the Contractor to assess why the performance measure(s) were not met and create a written performance improvement plan.

If performance remains below the negotiated level for a second year in a row, the Workforce Investment Council of Clackamas County will take the following actions with the Contractor:

- When final numbers have been issued, report to the the Workforce Investment Council of Clackamas County Board that a performance measure(s) has been missed two years in a row.
- Review historical data and follow the considerations and recommendations of the Workforce Investment Council of Clackamas County Board from the following options:
 - Review historical data and make a determination if course corrections are adequate and grant additional year of the contract under a corrective action plan.
 - Require other appropriate measures designed to improve the performance of the Contractor.
 - Discontinue use of the Contractor due to inability to achieve required performance levels.

**WORKFORCE INVESTMENT COUNCIL OF CLACKAMAS COUNTY CONTRACT
SECTION C
FISCAL PROVISIONS & COST REIMBURSEMENT BUDGET**

1. The budget for this contract will be divided into three separate budgets:

- (A) Adult WIA Services.
- (B) Dislocated Worker WIA Services
- (C) National Career Readiness Certificate

2. Allocation of Funding

The allocation of funds under this contract shall initially be as follows:

Funding Stream	Amount
Adult WIA Services	\$117,600
Dislocated Worker WIA Services	\$127,400
National Career Readiness Certificate	<u>\$ 6,500</u>
Total:	\$251,500

Additional funding for Program Year 2013 will be incorporated into this contract via amendment.

Program Year 2012 Carry Forward funds will be incorporated into this contract via amendment.

3. Costs for Which Payment Shall be Made

Only reasonable, allocable and allowable costs paid out by the Contractor, which are based on benefits received associated with the activities and services delineated in Section B-Project Description shall be reimbursed to the Contractor.

4. Transfer of Funds

For the purpose of this contract, the Contractor may request to modify budgeted line item amounts within each WIA funding stream per paragraph 9 below to cover unanticipated over-expended line items.

Such movement of funds shall not exceed 15% of the funding stream's total annual budget and are to be approved in writing **and in advance** by WICCO. Written consent is defined as formal business correspondence submitted by Contractor and signed by the WICCO Executive Director or designee. Funder approval may be required.

Funds may only be moved between the WIA funding streams in paragraph 2 above via contract amendment as permitted by law.

5. Billings

Invoices shall be submitted monthly and should include the aggregate of accrued expenditures (cash disbursements plus accruals not yet paid) incurred for allowable costs. The Contractor shall bill WICCO on forms and in a format approved by WICCO within twenty (20) calendar days following the month in which expenses are incurred.

The following Informational Items are to be noted on the invoice but will not be reimbursed under this contract:

- (A) Estimates of incurred expenses for which invoices have not yet been received by the Contractor,
- (B) Program Income earned and expended,
- (C) Stand-In Costs (optional): allowable costs that were actually incurred for the benefit of the ETA-funded program and paid by a non-ETA fund source.

6. Invoices After Contract End

Upon completion of the Contract, Contractor shall submit a final invoice (marked FINAL), which will be the final accounting of all accrued and actual expenditures under this Contract. Duration of award: July 1, 2010 – June 30, 2012 with option for three annual renewals. All invoices must be received by WICCO within forty-five (45) days of discharge of this award. Any invoice received more than forty-five (45) days after said date will be considered null and void, and will not be processed for payment.

7. Expenditure Documentation

The Contractor shall retain original expense documentation, or a digital image of original expense documentation, including proof of payment or properly posted accrued liabilities. Documentation shall include canceled checks, invoices annotated with date paid, check number and initials, annotated receipts, payroll ledgers, and/or accounts payable ledgers. Documentation shall be annotated with a Project Budget line item reference. Documentation of costs which are allocable to more than one line item and/or which are only partially allocable to the Project Budget shall be annotated with amounts allocated to each source. Reimbursement requests shall be made only within the limits of the Project Budget line items.

8. Authorized Signature List

The Contractor will submit to WICCO a list of names and signatures of persons authorized to sign agreements, modifications and billings. As changes occur, the Contractor shall file changes with WICCO.

9. Leveraged Funds

The Contractor has committed to provide leveraged funds for Solutions to Work and Housing Works as set forth in project grant proposals. Leveraged funds must be tracked and reported periodically as required by WICCO.

Housing Works Leverage Requirements

- 1) Cost line items are restricted by individual line item budgets
- 2) Contractor shall meet or exceed at least 80% of each line item amount
- 3) Any additional leverage line item flexibility must be requested in writing and include sufficient documented justification for the change(s) based on program objectives. Approval from funder is required.

Contractor is required to contribute leverage which meets or exceeds the following milestone amounts annually by each year as well as in total by the end of the project:

Budget Period ending	Total Cumulative Leverage Required
June 30, 2014	\$ 94,689
June 30, 2015	\$157,816
October 31, 2105	\$175,351

Should Contractor fail to show progression towards meeting the milestone leverage amounts, WICCO may require Contractor to provide a written plan for meeting leverage requirements. Payment may be withheld until a satisfactory plan for meeting leverage requirements has been presented and approved by funder.

10. Project Budget (see Attachment 1 for details)
PY13-14

WIA Adult Funding Stream

Budget Line Item	Begin Bal	Change	Total
General Costs	24,480		24,480
Direct Participant Costs	93,120	0	93,120
Adult Total	117,600	0	117,600

WIA Dislocated Worker Funding Stream

Budget Line Item	Begin Bal	Change	Total
General Costs	26,520		26,520
Direct Participant Costs	100,880		100,880
Dislocated Worker Total	127,400	0	127,400

WIA NCRC Funding Streams

Budget Line Item	Begin Bal	Change	Total
General Costs			0
Direct Participant Costs	6,500		6,500
NCRC Total	6,500	0	6,500

11. Additional Expenditure Restrictions

Consultant fees paid under this Contract shall be limited to \$585 per day

Salary and Bonus Limitations: In compliance with public Law 109-234 and section 111 of the Department of Labor Appropriation Act 2009 (Public Law 111-8), none of the funds appropriated under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by Contractor to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. Reference DOL TEGL 5-06 for further clarification.

Housing Works funds have the following restrictions for the entire project period.

- 1) Equipment or capital outlays may not be purchased with Housing Works funds.

- 2) Expenditures are
 - a. Restricted by individual line item budgets.
 - b. Over-expenditures of line items of up to 20% may be balanced by under-expenditures of other line items without a formal budget modification. Case management expenditures are excluded.
 - c. Case Management line item expenditures must meet or exceed budgeted amounts
- 3) All other changes to the budget require a formal budget modification and must be requested by the Contractor in writing and be approved by funder prior to Contractor expending funds outside of the budget line flexibility. Sufficient rigorous justification for the change(s) must be documented and be based on program requirements.

**WICCO SERVICE PROVIDER CONTRACT
SECTION D
SPECIAL PROVISIONS**

1. Representations and Warranties

The Contractor represents and warrants to WICCO that (1) the Contractor has the power and authority to enter and perform this contract; (2) this contract, when executed and delivered, shall be a valid and binding obligation of the Contractor enforceable in accordance with its terms; (3) the work under this contract shall be performed accordance with the highest professional standards; (4) the Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the work.

2. Unused Funds

All funds provided under this contract, which are unused upon contract discharge, shall be de-obligated and returned to WICCO. Such funds are subject to redistribution or use at the discretion of WICCO. De-obligated funds may be returned to the grantor agency or WICCO, or redirected by WICCO as it deems necessary.

3. Memorandum of Understanding

The Memorandum of Understanding and Resource Sharing Agreement, which by this reference is hereby incorporated into and made part of this contract, states that the partners are committed to develop and implement a comprehensive, cooperative workforce development system with services to be delivered via WorkSource Clackamas.

4. Client Tracking and Reporting System

WICCO has, in cooperation with other Local Workforce Investment Boards and the State of Oregon, established a WorkSource Oregon management information system (WOMIS), which is compliant with United States Department of Labor regulatory mandates for client demographic and workforce participation activities reporting. I-Trac is our local participant data management system. Client data entry into to these systems is mandatory under this contract.

**WICCO SERVICE PROVIDER CONTRACT
SECTION E
CERTIFICATION REGARDING DEBARMENT**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Date

Print Name and Title

(Instructions on following page)

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred", "suspended", "Ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required, to check the List of Parties Excluded from Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**WICCO SERVICE PROVIDER CONTRACT
SECTION F
CERTIFICATION REGARDING LOBBYING**

**Certification Regarding Lobbying
Lower Tier Covered Transactions**

This certification is required by the regulations implementing The Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 90, Section 319 of which amended Title 31, United States Code by adding a new section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions." The regulations were published as Part III of the February 26, 1990 Federal Register (pages 6736-6756).

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and 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 the Federal grant, contract, loan, or cooperative agreement funding this contract, 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 to 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.

Signature

Date

Print Name and Title

	WIA Adult Funds	WIA Dislocated Worker Funds	NCRC Funds	TOTALS
PY13-14 Funding	\$ 117,600	\$ 127,400	\$ 6,500	
General & Administrative Personnel (Admin & Fiscal staff)				
Employment & Training Svcs Mgr - 0.07 FTE	\$ 2,880	\$ 3,120	\$ -	\$ 6,000
Fringe - approx 55% of wages	\$ 1,440	\$ 1,560	\$ -	\$ 3,000
	\$ 4,320	\$ 4,680	\$ -	\$ 9,000
Administrative - Other				
Materials & Supplies	\$ 4,320	\$ 4,680	\$ -	\$ 9,000
Operations (Rent)	\$ 15,840	\$ 17,160	\$ -	\$ 33,000
Indirect Costs	\$ -	\$ -	\$ -	\$ -
Non-Personnel Subtotal	\$ 20,160	\$ 21,840	\$ -	\$ 42,000
Total General & Admin Costs	\$ 24,480	\$ 26,520	\$ -	
Direct Participant Costs				
Personnel (Intensive, Training, Retention staff)				
Job Development Specialist - 1.0 FTE	\$ 23,688	\$ 25,662	\$ -	\$ 49,350
Job Development Specialist - 1.0 FTE	\$ 21,984	\$ 23,816	\$ -	\$ 45,800
Program Aide - 0.50 FTE	\$ 8,018	\$ 8,684	\$ 3,940	\$ 20,840
Fringe - approx 65% of wages	\$ 33,312	\$ 36,088	\$ 2,560	\$ 71,960
Personnel Subtotal	\$ 67,000	\$ 94,250	\$ 6,500	\$ 187,750
Participant				
Intensive Services	\$ -	\$ -	\$ -	\$ -
Support Services	\$ 2,088	\$ 2,262	\$ -	\$ 4,350
Training-ITAs	\$ -	\$ -	\$ -	\$ -
Training-OJT / Work Exp	\$ 4,032	\$ 4,368	\$ -	\$ 8,400
Participant Subtotal	\$ 6,120	\$ 6,630	\$ -	\$ 12,750
Total Direct	\$ 93,120	\$ 100,880	\$ 6,500	
Total PY13-14 Budget:	Adult \$ 117,600	D/W \$ 127,400	NCRC \$ 6,500	\$ 251,500

CSCC LEVERAGE SUMMARY	
Admin Personnel - 3 staff @ 0.05 FTE each	\$17,500.00
Admin Other - Materials and Supplies	\$1,000.00
H3S Indirects	\$3,200.00
TOTAL:	\$21,700.00

COPY

Cindy Becker
Director

June 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Residential Treatment Services Agreement with
Cascadia Behavioral Healthcare

Purpose/Outcomes	This contractor provides mental health residential treatment services to Clackamas County residents.
Dollar Amount and Fiscal Impact	No Maximum. Contract costs are controlled by the County through close monitoring and client service review. Funding is authorized and requested by the County to the State. The contractor is not paid until funds are received from the State.
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 July 1, 2013 and terminates on December 31, 2013.
Previous Board Action	The previous contract was approved by the Board of County Commissioners on May 17, 2012, agenda item 051712-A4.
Contact Person	Jill Archer, Director-Behavioral Health Division – (503) 742-5336.
Contract No.	6246

BACKGROUND:

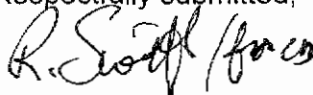
The Behavioral Health Division has contracted with Cascadia Behavioral Healthcare since May 2012 for Residential Treatment services. This contractor was chosen through a competitive bid process.

This contract is effective July 1, 2013 and continues through December 31, 2013. This contract has been reviewed and approved by County Counsel as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

RESIDENTIAL TREATMENT SERVICES AGREEMENT

This Residential Treatment Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and CASCADIA BEHAVIORAL HEALTHCARE, hereinafter called "AGENCY."

AGREEMENT

1.0 Engagement

COUNTY hereby engages AGENCY to provide services as described in Exhibit C, Scope of Work, attached hereto and incorporated herein. This agreement sets forth the terms under which AGENCY will contract with COUNTY to provide residential treatment services to clients.

2.0 Term

Services provided under the terms of this agreement shall commence upon the **July 1, 2013** terminate **December 31, 2013** unless terminated by one or both parties as provided for in paragraph 6.0 below. This amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. Oregon Health Authority or COUNTY shall compensate AGENCY as specified in Exhibit C, Compensation and Payment. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

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

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records and supporting documents shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations. AGENCY shall comply with all Federal, State, local laws and ordinances applicable to the work to be done under this agreement.

4.2 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from COUNTY.

4.3 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

4.4 Workers' Compensation. AGENCY certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this agreement.

5.0 General Conditions

5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents, and employees, in performance of this agreement.

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH/SPD and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this agreement.

If AGENCY is a public body, AGENCY's liability under this agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, AGENCY shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY'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 it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the agreement, "Symbol 1" 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.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish 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 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.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this agreement for a duration of thirty-six (36) months or the maximum time

period the AGENCY'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this agreement.

5.2.5 Additional Insured Provisions. The insurance, other than the professional liability insurance, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its commissioners, agents, officers, and employees" as an additional insured.

5.2.6 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 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.

5.2.7 Insurance Carrier Rating. Coverages provided by AGENCY 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.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, AGENCY 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 this agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

5.2.9 Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this agreement.

5.3 Controlling State Law. This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this agreement shall be filed and tried within the Circuit Court for Clackamas County, State of Oregon. Provided however, that if any such action may only be brought in a federal forum, it shall be brought and conducted exclusively within the U.S. District Court, for the District of Oregon.

5.4 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 AGENCY and COUNTY.

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

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

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this agreement.

5.8 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B-020 and ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:

5.9.1 AGENCY shall:

- a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the performance of the work provided for in this agreement.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in performance of this agreement.
- c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.

5.9.3 AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.4 AGENCY shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all monies and sums that AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.9.5 All employers working under this agreement are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

5.10 Integration. This agreement contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.

6.0 Termination

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

6.2 Termination With Cause. COUNTY may terminate this agreement effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:

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

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

6.2.3 If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified to accommodate a reduction in funds.

6.2.4 If the COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of consumers, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

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

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

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

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this agreement if AGENCY substantially fails to perform the specific provisions of agreement. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

6.4 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. AGENCY and COUNTY shall continue to perform all duties and obligations under this agreement to the date of termination.

7.0 Notices

If to AGENCY:

Cascadia Behavioral Healthcare
PO Box 8459
Portland, OR 97207

If to COUNTY:

Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, Suite 367
Oregon City, OR 97045

This agreement consists of seven (7) sections plus the following attachments which by this reference are incorporated herein:

Exhibit A	Definitions
Exhibit B	Scope of Work
Exhibit C	Compensation and Payment
Exhibit D	Performance Standards
Exhibit E	Compliance with Applicable Law
Attachment 1	FY 2013 Rate Chart Consolidated by Provider Report

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

CASCADIA BEHAVIORAL HEALTHCARE

By: _____


Derald Walker, CEO/President

Date _____

847 NE 19th - Suite 100 / PO Box 8459

Street Address / Mailing Address

Portland, OR 97207 / Portland, OR 97207

City/State/Zip

(503)238-0769

(509)963-7711

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

Date

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EXHIBIT A
DEFINITIONS

Whenever used in this Residential Treatment Service Agreement, the following terms shall have the meanings set forth below;

"Agreement": This Residential Treatment Services Agreement between COUNTY and AGENCY for the provision of services.

"Client": with respect to a particular service provided by Agency, any individual receiving that service, in whole or in part, with funds provided under this agreement

"Client Process Monitoring System (CPMS)": means Oregon Health Authority's information system that tracks and documents service delivery or any successor system designated by Oregon Health Authority.

"Community Mental Health Program" or "CMHP": a centrally organized and coordinated program of services for persons with mental and emotional disorders, developmental disabilities, and addiction dependencies operated by, or contractually affiliated with a LMHA and operated in a specific geographic area of the State of Oregon

"County": Clackamas County, a political subdivision of the State of Oregon.

"Intergovernmental Agreement": the 2013-2015 Intergovernmental agreement for the Financing of Community Addictions and Mental Health Services between the State of Oregon, acting by and through its Oregon Health Authority and Clackamas County, as amended from time to time.

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

"Oregon Health Authority": Department of the State of Oregon that contracts with County to establish and finance community mental health, developmental disability and addiction programs. County, in turn, subcontracts certain services to Agency.

EXHIBIT B

SCOPE OF WORK

AGENCY agrees to provide the services described below in accordance with OAR 309-035-0100 through 309-035-0190 and OAR 309-035-0250 through 309-035-0460, and shall comply with the following service description and performance requirements. Services provided are to be within the scope of AGENCY's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services under this agreement.

1. Residential Treatment Services

Treatment and supervision (including medication supervision) services delivered on a 24-hour basis to individuals 18 years of age or older with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization or who are a hazard to themselves or others or who otherwise require long-term care to remain in the community. Residential treatment services will support clients in moving toward successful independence, and will assist each client served in transitioning to the least restrictive living environment appropriate for that individual.

Only those clients whom the COUNTY determines are unable to live independently without supervised intervention, training or supports are eligible for Residential Treatment Services funded through this agreement.

The specific services delivered to a client are determined based upon an individualized assessment of care and treatment needs (Plan of Care Request) and are intended to promote the well being, health and recovery of the individual through the availability of a wide-range of residential treatment services. Residential treatment services may include, but are not limited to, the following:

- A. Provision of care including assumption of a responsibility for the safety and well-being of the individual.
- B. Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- C. Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- D. Management of aggressive or self-destructive behavior;
- E. Supervision of daily living activities such as eating, personal hygiene, clothing care and grooming;
- F. Skills training, including social skills, money and household management, independence in activities of daily living, and use of community resources;
- G. Administration and supervision of prescribed and non-prescribed medication;
- H. Management of physical or health problems, including seizures or incontinency;
- I. Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;
- J. Provision or arrangement of routine and/or emergency transportation; and
- K. Room and board and personal care services.

2. Personal Care Services

- A. General Requirements. The services and activities available at the facility will include care and treatment consistent with ORS 443.400 and those services individually specified for the resident in the residential service plan developed as outlined in OAR 309-035-0159. Residents will be encouraged to care for their own needs to the extent possible. All services and activities will be provided in a manner that respects residents' rights, promotes recovery and affords personal dignity.
- B. Services and Activities to Be Available. Services and activities to be available will include but not be limited to:
- (1) Provision of adequate shelter consistent with OAR 309-035-0125 through 309-035-0140;
 - (2) At least three meals per day, seven days per week, provided in accordance with OAR 309-035-0170;
 - (3) Assistance and support, as necessary, to enable residents to meet personal hygiene and clothing needs;
 - (4) Laundry services, which may include access to washer(s) and dryer(s) so residents can do their own personal laundry;
 - (5) Housekeeping essential to the health and comfort of residents;
 - (7) Activities and opportunities for socialization and recreation both within the facility and in the larger community;
 - (8) Health-related services provided in accordance with OAR 309-035-0175;
 - (9) Assistance with community navigation and transportation arrangements;
 - (10) Assistance with money management, where requested by a resident, to include accurate documentation of all funds deposited and withdrawn when funds are held in trust for the resident;
 - (11) Assistance with acquiring skills to live as independently as possible;
 - (12) Assistance with accessing other additional services, as needed; and
 - (13) Any additional services required under contract with the COUNTY.

Stat. Auth.: ORS 409.010; 409.050 & 443.450

Stats. Implemented: ORS 443.400 - 443.460 & 443.991(2)

Hist.: MHD 9-1984(Temp), f. & ef. 12-10-84; MHD 9-1985, f. & ef. 6-7-85; MHD 4-1998, f. 5-21-98, cert. ef. 6-1-98; MHD 4-2005, f. & cert. ef. 4-1-05; MHS 4-2008, f. & cert. ef. 6-12-08

3. Rehabilitative Treatment Services

- A. Services provided will be in accordance with the Assessment and ISSP and medically necessary. These services include but are not limited to:
- (1) Skills Training
 - (2) Case Management
 - (3) ISSP Development
 - (4) LOCUS
 - (5) Assessment
 - (6) Psychiatric Evaluation
 - (7) Medication Management
 - (8) Community Psychiatric Supportive Treatment

- (9) Activity Therapy
- (10) Family Therapy
- (11) Peer Delivered Services
- (12) Individual Therapy
- (13) Interpretation or Explanation to Family members or other provider agency supports
- (14) Group Therapy
- (15) Medication Training and Support
- (16) Comprehensive Medication Services

4. Facilities

Leland
Pearl
Portland Avenue

5. Level of Care; Admission, Continued Stay and Discharge Criteria

AGENCY shall administer, or cooperate with COUNTY in the administration of, the Level of Care Utilization System (LOCUS) instrument to assist with treatment planning. AGENCY shall maintain the LOCUS as part of the client record and shall make such records available to COUNTY upon request.

AGENCY shall participate in the COUNTY admission, continued stay and discharge authorization process, as outlined in the COUNTY practice guidelines. AGENCY understands that authorization for services will be based upon this review process.

AGENCY shall maintain an active wait list for client referrals in coordination with COUNTY and consistent with Oregon Health Authority placement priorities and protocols.

6. Outcome Measurement

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

AGENCY shall provide COUNTY with a quarterly report of measurement of specific outcomes of residential treatment services to include, but not limited to, the following:

- (1) Prompt screening and placement of referred clients;
- (2) Increased daily living and symptom management skills of clients in treatment;
- (3) Increased participation of clients in recovery support groups;
- (4) Increased community mobility skills of clients in treatment; and
- (5) Discharging of clients to supported housing or independent living.

7. Coordination of Care

A. AGENCY shall provide coordination and integration of services with physical health care providers and chemical dependency providers as medically appropriate and within the laws governing confidentiality.

B. AGENCY shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:

- (1) AGENCY shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. AGENCY shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning to aid in the timely discharge of the client.

- (2) AGENCY shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.
 - (3) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.
- C. AGENCY shall participate in client staffings with COUNTY and Oregon Health Authority on a regular, scheduled or ad hoc basis in order to ensure most appropriate care.

8. Standards of Care

COUNTY promotes resilience in and recovery of the clients it serves. COUNTY supports a system of care that promotes and sustains a client's recovery from a mental health condition by identifying and building upon the strengths and competencies within the person to assist them in achieving a meaningful life within their community. Consistent with these values and pursuant to OAR 309-035-0100 through 309-035-0190 and OAR 309-035-0250 through 309-035-0460, AGENCY shall:

- A. Provide services in a manner that assures continuity and coordination of the health care services provided to each client;
- B. Comply with the following timelines upon receipt of a referral:
 - (1) Contact the referent within two (2) business days with decision of whether to screen the referred client;
 - (2) Conduct screening within five (5) business days from receipt of referral; and
 - (3) Determine whether to accept the referral, and complete the referral cover sheet and return it to the referent within two (2) business days of the screening
- C. AGENCY shall not discriminate against clients because of source of payment, race, gender, national origin, ancestry, religion, marital status, sexual orientation, age or diagnosis;
- D. Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- E. Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- F. Assure that an adequate number of staff are available at all times to meet the treatment, health and safety needs of clients;
- G. Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;
- H. Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition.
- I. Ensure that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements; and
- J. Maintain facilities and equipment appropriate for provision of services to clients of a type and quality consistent with administrative rules promulgated by the State of Oregon Department of Human Services and the American's with Disabilities Act.

EXHIBIT C

COMPENSATION AND PAYMENT

1. Compensation

AGENCY shall be compensated by the Oregon Health Authority or COUNTY for satisfactorily performing the services as specified in Exhibit C, Scope of Work.

AGENCY shall only conduct transactions that are authorized by COUNTY for transactions with the Oregon Health Authority that involve COUNTY funds directly related to this agreement. AGENCY understands that it may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.

2. Method of Payment

AGENCY will be compensated on a monthly basis as specified in Attachment 1, Rate Chart. AGENCY may expend the funds paid to AGENCY under this agreement solely on the delivery of residential treatment services, and may not expend funds in excess of the amount reasonable and necessary to provide quality delivery of residential treatment services.

A. Disbursement by Oregon Health Authority. Payments will be made directly by Oregon Health Authority based on monthly rates authorized by COUNTY as claimed by AGENCY through the Medicaid Managed Care Information System (MMIS), subject to the following:

- (1) AGENCY, in coordination with COUNTY, must submit a Plan of Care Request for each individual in AGENCY's care to Oregon Health Authority to determine a particular individual rate;
- (2) The monthly rate will be prorated for any month in which the individual is not served for a portion of a month;
- (3) Payment will be reduced (offset) by the amount of client resources received by AGENCY from the client or the client's health insurance in support of client care and services provided; and
- (4) Oregon Health Authority is not obligated to pay for services that are not properly reported through CPMS by the date 60 days after the earlier of termination of this agreement, termination of the Oregon Health Authority's obligation to provide financial assistance for services or termination of the Intergovernmental Agreement.
- (5) Payment for mental health treatment services will be made by the Oregon Health Authority. This will be processed through a MMIS Prior Authorization for all services managed by HK billing. All other treatment service not included in HK billing will be paid by COUNTY. These include and are not limited to: case management, LOCUS assessment, ISSP development, Peer Wellness/Advocacy services and Psychiatric Evaluation.

B. Disbursement by COUNTY. Funds for personal incidentals, rent subsidies and certain other services may be disbursed through COUNTY to AGENCY. COUNTY will disburse funds in monthly allotments as specified by the Oregon Health Authority. Disbursement will be based on the monthly rates as negotiated by COUNTY and approved by Oregon Health Authority.

3. Contract Settlement

Contract settlement will reconcile any discrepancies that may have occurred during the term of this agreement between actual COUNTY disbursement of funds and the actual amount of services delivered during the period specified as properly reported in CPMS or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement.

EXHIBIT D

PERFORMANCE STANDARDS

1. Interpretation and Administration of Agreement

AGENCY acknowledges that this agreement between COUNTY and AGENCY is subject to the underlying Intergovernmental Agreement between COUNTY and the Oregon Health Authority and applicable Oregon statutes and administrative rules concerning residential treatment services. If AGENCY believes that any provision of this agreement or COUNTY's interpretation thereof is in conflict with Federal and State statutes or regulations, AGENCY shall notify COUNTY in writing immediately.

2. General Performance Standards

COUNTY shall monitor services provided by AGENCY and has the right to require AGENCY's compliance with Oregon Health Authority established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement.

- A. Licenses and Certifications. By signing this agreement, AGENCY assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of AGENCY's employees and independent contractors providing direct service and for all of AGENCY's facilities in which services are provided. AGENCY assures that it is certified under OAR 309-012-0130 et. seq. or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services.
- B. Quality Assurance. AGENCY shall cooperate with, and participate in, COUNTY's quality assurance review program. Further, AGENCY shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of residential treatment services provided to clients consistent with the requirements of the Intergovernmental Agreement and with practice guidelines established by COUNTY.

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

- C. Contractual Compliance. AGENCY shall ensure that all providers and staff employed or contracted by AGENCY who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.
- D. Provider Appeal Process. AGENCY shall have the right to appeal actions by COUNTY or decisions concerning interpretation of the Intergovernmental Agreement as they apply to this agreement. Appeals shall be made in writing. Appeals related to administrative decisions and all other matters shall be made to COUNTY Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

3. Staff Credentials

COUNTY delegates to AGENCY the credentialing and recredentialing of employed and contracted staff who provide services to clients under this agreement. AGENCY must, at a minimum, obtain and verify documents that provide evidence of credentials and complete database queries, as follows:

- Appropriate education and academic degrees;
- Licenses or certificates, as required;

- Relevant work history or qualifications; and
- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System.

AGENCY assures that all of AGENCY's employees and independent contractors providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licenses or registered. AGENCY shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

COUNTY reserves the right to review, upon reasonable notice and at AGENCY's site, the actual documents describing the degrees, licenses and certifications of AGENCY's employees and independent contractors for purposes of verification. AGENCY shall provide COUNTY with a list of all staff and independent contractors who will provide services to clients under this agreement. The list shall be submitted to COUNTY within thirty (30) days of the effective date of this agreement and shall be updated as information changes or as changes are made to AGENCY's staff. The list shall document the academic degree, license, certification, and/or qualifications of each employee and independent contractor providing services under this agreement.

4. Records Maintenance, Access and Confidentiality

A. Clinical Records, Access and Confidentiality

- (1) **Access to Records and Facilities.** COUNTY, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this agreement, the funds paid to AGENCY hereunder, or any services delivered hereunder, for purposes of making audits, examinations, excerpts, copies and transcriptions.
- (2) **Retention of Records.** AGENCY shall retain and keep accessible all books, documents, papers, and records that are directly related to this agreement, the funds paid to AGENCY hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this agreement or applicable law, following the termination or expiration of this agreement. If there are unresolved audit or other questions at the end of the six-year period, AGENCY shall retain the records until the questions are resolved.
- (3) **Expenditure Records.** AGENCY shall document the expenditure of all funds paid to AGENCY under this agreement. Unless applicable federal law requires AGENCY to utilize a different accounting system, AGENCY shall create and maintain all expenditure records in accordance with Generally Accepted Accounting Principles and in sufficient detail to permit COUNTY and the Oregon Health Authority to verify how the funds paid to AGENCY under this agreement were expended.
- (4) **Client Records.** AGENCY shall create and maintain a record for each client who receives residential treatment services under this agreement. The client record must contain, at a minimum, the following information:
 - i. Client identification;
 - ii. Problem assessment;
 - iii. Treatment, training and/or care plan;
 - iv. Medical information when appropriate; and
 - v. Progress notes including current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules and service termination summary.

AGENCY shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215. Client records must be retained for a minimum of six (6) years from termination or expiration of this agreement.

- (5) **Safeguarding of Client Information.** AGENCY shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority implementing the forgoing laws, and any written policies made available to AGENCY by COUNTY or by the Oregon Health Authority. AGENCY shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to COUNTY and to the Oregon Health Authority upon request.

B. Financial Records

- (1) AGENCY shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. AGENCY shall make such policies and procedures available to COUNTY upon request.
- (2) AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.
- (3) COUNTY shall conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.
- (4) AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.
- (5) AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.
- (6) Limited Scope and Full Audits shall be completed within nine (9) months of the close of AGENCY's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to COUNTY within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

C. Consumer Complaints

- (1) AGENCY shall maintain a record of all complaints made to AGENCY by the client related to services provided under this agreement. A complaint means any expression of dissatisfaction, whether oral or written, submitted by a client or representative, related to any aspect of AGENCY's operations, activities or behavior that pertains to availability, delivery or quality of care. The expression may be in whatever form or communication or language that is used by the client. If the client is an Oregon Health Plan Member, AGENCY must incorporate the Oregon Health Plan Complaint Form (OHP 3001), and state the reason for the dissatisfaction and the client's desired resolution.

- (2) AGENCY shall submit to COUNTY by facsimile or portable document format (PDF) each complaint received by AGENCY submitted by a client or representative. The complaint shall be transmitted to AGENCY the day it is received.
- (3) AGENCY shall submit to COUNTY a summary of client complaints on a quarterly basis, within thirty (30) calendar days of the end of each calendar quarter, using the form provided by COUNTY for that purpose.
- (4) AGENCY shall post information on client rights and responsibilities and its consumer complaint process in a visible location in all facilities and other service locations.
- (5) AGENCY shall provide a copy of its consumer complaint policy and procedure to COUNTY upon request.

5. Reporting

A. Abuse Reporting

AGENCY shall comply with all processes and procedures of abuse reporting, investigations, and protective services as described in ORS 430.735 through 430.768, "Abuse Reporting for adults with mental illness or developmental abilities", and OAR 943-045-0250 through 943-045-0370, "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

B. Reporting of Critical Incidents

AGENCY shall submit a report of any critical incident involving a client occurring on AGENCY's premises and/or involving AGENCY's staff and/or occurring during the course of treatment by AGENCY. Incidents that shall be reported include, but are not limited to, injury, accident, major illness, death, act of physical aggression, medication error, suspected abuse or neglect, or any other unusual incident that presents a risk to health and safety of the client. Incident reports shall be submitted in writing and shall include, at a minimum, the date of the incident, the persons involved, the details of the incident, and the quality and performance actions taken by AGENCY to initiate investigation of the incident and correct any identified deficiencies. Incident reports shall be submitted to COUNTY within 24 hours of the occurrence of the incident.

C. Client Process Monitoring System (CPMS)

AGENCY shall submit CPMS data for all clients receiving services under this agreement. AGENCY shall submit all CPMS data to the Oregon Health Authority via electronic media in the specific CPMS format. AGENCY shall submit CPMS data within twenty-four (24) hours of initiating services and within twenty-four (24) hours of terminating services. The client's CPMS record must be entered and maintained as specified in the CPMS manual.

D. Reporting Requirements

AGENCY shall prepare and furnish client, service and financial information as specified in the Intergovernmental Agreement to COUNTY and the Oregon Health Authority when a service is delivered under this agreement.

6. Alternative Forms of Communication

In connection with the delivery of residential treatment services, AGENCY shall:

- A. Make available to a client without charge upon the client's, the COUNTY's, or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's administrative rules or written policies made available to AGENCY.

- B. Make available to a client without charge, upon the Consumer's, COUNTY's or Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by AGENCY.
- C. Make available to a client without charge upon the Consumer's, COUNTY's or Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by AGENCY.
- D. Make available to a client with hearing impairments without charge upon the Consumer's, COUNTY's or Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

7. Monitoring

A. Agreement Compliance Monitoring

COUNTY shall conduct compliance and quality assurance monitoring related to this agreement. AGENCY shall cooperate with COUNTY by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and appropriateness of services under this agreement. COUNTY shall provide AGENCY twenty (20) business days written notice of any compliance monitoring activity that requires any action or cooperation by AGENCY. Notice of monitoring shall include the date the monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

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

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

Should the issue remain unresolved, COUNTY may consider AGENCY in breach and may terminate this agreement.

B. Evaluation Projects

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

EXHIBIT E

COMPLIANCE WITH APPLICABLE LAW

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

1. Miscellaneous Federal Provisions

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

2. Equal Employment Opportunity

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

3. Non-Discrimination

AGENCY shall comply with all Federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. AGENCY shall also comply with all applicable requirements of state civil rights and rehabilitation statutes and rules. AGENCY shall comply with the requirements of Title II of the Americans with Disabilities Act and Title VI of the Civil Rights Act by assuring communication and delivery of Covered Services to clients who have difficulty communicating due to a disability, or limited English proficiency or diverse cultural and ethnic backgrounds, and shall maintain written policies, procedures and plans in accordance with the requirements of OAR 410-141-0220.

4. Pro-Children Act

AGENCY shall comply with the Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq.).

5. Drug Free Workplace

AGENCY shall maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in AGENCY's workplace. AGENCY shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program.

6. Clinical Laboratory Improvement Amendments

All laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with CLIA identification number. Those laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of the waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

7. Clean Air, Clean Water, Environmental Protection Agency Regulations

If this agreement, including amendments, exceeds \$100,000 then AGENCY shall comply with all applicable standards, orders or requirements issued under Section 206 of the Clean Air Act (42 USC 7606), Federal Water Pollution Control Act, (33 USC 1251 to 1387), Executive Order 11738, and Environmental Protection Agency (EPA) regulations which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to the Department of Health and Human Services and to the appropriate Regional Office of the Environmental Protection Agency.

8. Energy Efficiency

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

9. Resource Conservation and Recovery

AGENCY shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (42 USC 6901 et. seq.). Section 6002 of that Act requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

10. Audits

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

12. Truth in Lobbying

AGENCY certifies, to the best of AGENCY's knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of AGENCY, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

13. Conflict of Interest

AGENCY and its subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For purposes of implementing policies and procedures required in this section, AGENCY shall apply the definitions in the State Public Ethics Law as if they applied to AGENCY for "Actual conflict of interest," ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "client of household," ORS 244.020(12).

14. Protected Health Information

AGENCY is a "covered entity" for the purposes of the provisions of the Health Insurance Portability and Accountability Act (HIPAA), Title II, Subtitle F, Administrative Simplification, or the Federal regulations implementing the Act. AGENCY shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records consistent with HIPAA and/or other Federal, State, and local laws, rules and regulations applicable to the work performed under this agreement. AGENCY shall ensure that confidential records are secure from unauthorized disclosure. Electronic storage and transmission of confidential client information and records shall assure accuracy, backup for retention and safeguards against tampering, back dating or alteration.

**RESIDENTIAL TREATMENT SERVICES AGREEMENT
ATTACHMENT 1**

**Clackamas County Behavioral Health Division
Rate Chart Consolidated by Provider Report
For Cascadia Behavioral Healthcare**

MHS 20 Residential Adult Mental Health Services- General

Portland, Avenue – Rent Subsidy – Part A (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	4	4	4	4	4	4	24
Rate:	234.85	234.85	234.85	234.85	234.85	234.85	234.85
Monthly:	939.40	939.40	939.40	939.40	939.40	939.40	5,636.40

SE 20 Total 5,636.40

MHS 28 Residential Treatment Facility

Leland House RTF – Service Payment – Part A (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	8	8	8	8	8	8	48
Rate:	3,139.57	3,139.57	3,139.57	3,139.57	3,139.57	3,139.57	3,139.57
Monthly:	25,116.60	25,116.60	25,116.60	25,116.60	25,116.60	25,116.60	150,699.60

Leland House RTF – Service Payment – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	8	8	8	8	8	8	48
Rate:	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Monthly:	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	144,000.00

Pearl Street RTF – Service Payment – Part A funds (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	12	12	12	12	12	12	72
Rate:	1,746.24	1,746.24	1,746.24	1,746.24	1,746.24	1,746.24	1,746.24
Monthly:	20,954.88	20,954.88	20,954.88	20,954.88	20,954.88	20,954.88	125,729.28

Pearl Street RTF – Service Payment – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	12	12	12	12	12	12	72
Rate:	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00
Monthly:	28,800.00	28,800.00	28,800.00	28,800.00	28,800.00	28,800.00	172,800.00

Portland Avenue – Service Payment – Part A funds (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	4	4	4	4	4	4	24
Rate:	3,640.73	3,640.73	3,640.73	3,640.73	3,640.73	3,640.73	3,640.73
Monthly:	14,562.92	14,562.92	14,562.92	14,562.92	14,562.92	14,562.92	87,377.52

Portland Avenue – Service Payment – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	4	4	4	4	4	4	24
Rate:	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Monthly:	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	72,000.00

SE 28 Total 752,606.40

Grand Total 758,242.80

COPY

Cindy Becker
Director

June 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intra-Agency Agreement with
Clackamas County Children, Youth and Families Division for
Alcohol and Drug Prevention Strategies for Families

Purpose/Outcomes	This agreement provides alcohol and drug prevention strategies for families within Clackamas County struggling with substance use disorders.
Dollar Amount and Fiscal Impact	\$430,625 – The contract will fund primarily contracted services plus internal County staff to meet the objectives of the grant funding.
Funding Source	Oregon Health Authority 2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement, specifically Alcohol & Drug (A&D) Prevention Services funds – No County general funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014.
Previous Board Action	The previous agreement was approved by the Board of County Commissioners on July 19, 2012, agenda item 071912-A6.
Contact Person	Jill Archer, Director – Behavioral Health Division – (503) 742-5336
Contract No.	6270

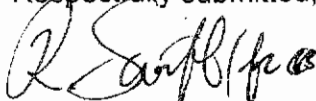
BACKGROUND:

The Behavioral Health Division is contracting with the Children, Youth and Families Division to provide strategies for alcohol and drug abuse prevention for families. Some strategies include developing and implementing prevention campaigns and activities at schools within Clackamas County, facilitation of small groups reaching a minimum of 240 at-risk youth and families, care coordination for a minimum of 240 at-risk youth and families. Outcomes expected include: increased knowledge of high risk behaviors; increase in alcohol and drug resistance skills; positive change in life strategies and coping mechanisms that are directed toward success in school; reduced drug and alcohol use.

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

INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY HEALTH, HOUSING AND HUMAN SERVICES
BEHAVIORAL HEALTH DIVISION
AND
CLACKAMAS COUNTY HEALTH, HOUSING AND HUMAN SERVICES
CHILDREN, YOUTH, AND FAMILIES DIVISION

1. PURPOSE:

This agreement between **Clackamas County Behavioral Health Division** herein referred to as "CCBHD" and **Clackamas County Children, Youth and Families Division** herein referred to as "CYFD" provides alcohol and drug prevention strategies working with families of Clackamas County.

2. SCOPE OF WORK

CYFD agrees to:

- a. Implement Media Ready curriculum to Clackamas County Schools. See Exhibit A.
- b. Support development and training of Clackamas County Prevention Coalitions. See Exhibit A.
- c. Develop a partnership involving youth and community.
- d. Implement Alcohol and Drug (A&D) Intervention Groups within the community. See Exhibit A.
- e. CYFD agrees that its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CYFD acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CYFD and CYFD's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.

3. REPORTING REQUIREMENTS

CYFD will provide quarterly progress reports that track the number of clients receiving services and submit a progress report to CCBHD on a quarterly basis. These reports are due within 30 days after the end of each quarter.

4. COMPENSATION

Compensation shall consist of the following components:

A&D 70 Funds: Prevention Plan	\$170,625
A&D Prevention Specialists	\$260,000

CLACKAMAS COUNTY – CHILDREN, YOUTH AND FAMILIES DIVISION

Intra-Agency Agreement – Alcohol and Drug Funding

Page 2 of 8

CYFD will be compensated quarterly based on actual expenditures. One quarter of the value of the agreement (\$79,250) will be advanced through an interfund upon execution of this agreement and adjusted to actual at the time of the second quarter interfund transfer.

The total compensation to CYFD shall not exceed **\$430,625**.

CYFD will submit quarterly interfund requests to CCBHD for a transfer of funds supported by an expenditure report. CCBHD will transfer funds to CYFD through an interfund based on the request and supporting documentation. CYFD will submit progress reports, expenditure reports and interfund requests to:

Behavioral Health Division
Attention: Accounts Payables

5. LIASON RESPONSIBILITY

Jill Archer (503)742-5336 will act as liaison from CCBHD and Rodney Cook (503)650-5677 will act as liaison from CYFD.

6. TERM OF AGREEMENT

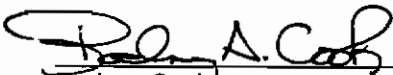
This agreement becomes effective **July 1, 2013**, and will continue through until **June 30, 2014**. This agreement is subject to early termination by either of the parties when thirty (30) days' written notice has been provided to the other party.

This contract consists of six (6) sections plus the following exhibits:

Exhibit A Behavioral Health AD70 and Prevention System

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

**CLACKAMAS COUNTY
CHILDREN, YOUTH, AND FAMILIES DIVISION**


Rodney Cook | 6-13-13
Director | Date

**CLACKAMAS COUNTY
BEHAVIORAL HEALTH DIVISION**

Jill Archer | Date
Director

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

Cindy Becker | Date
Director

CLACKAMAS COUNTY – CHILDREN, YOUTH AND FAMILIES DIVISION

Intra-Agency Agreement – Alcohol and Drug Funding

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Exhibit A

Prevention Specialist Services Work Plan

Provider: **NWFS/Todos Juntos:** *Baker Prairie, Estacada Jr. High, Molalla Middle, Cedar Ridge Middle, Gardiner Middle, Alder Creek Middle, Kraxberger Middle, Rex Putnam High School*

Focus Areas: **School Success**

Activity: **Prevention Specialist Services**

Community Engagement

Contact: **Rodney Cook, CYF Director**
rodco@co.clackamas.or.us
Ext. 5677

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

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

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

Prevention Specialist Programming

Program Utilizes Best Practice Programming: YES NO

If yes, please indicate program/curriculum: Media Ready, Boys Council, Girls Circle, Positive Community Norms

Core Youth Definition:

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

CLACKAMAS COUNTY – CHILDREN, YOUTH AND FAMILIES DIVISION

Intra-Agency Agreement – Alcohol and Drug Funding

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Services are based upon an Average Daily Population (ADP) of at least 15 Core Youth, which means that on any given day during the contract period (including summer), 15 Core youth should be receiving services. *Ideally*, this is the same 15 youth all year, however if youth leave the program, another youth should be given the slot to keep the ADP at 15.

Activities/Outputs	Outcomes/Measurement Tool		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
<p><i>Description of program or project. Methods for providing drug and alcohol prevention program. Specific processes or events undertaken. How many, how often, over what duration, start and end dates?</i></p>	<p><i>Identify the instrument used to measure the effectiveness of the activity or program and the timing of its use.</i></p>	<p># Served # Assessed # Successful % Successful</p>	<p>Reporting numbers are based upon an average daily population of 15 core youth (on any given day, 15 core youth are being served by the Prevention Specialist.</p>				
<p>UNIVERSAL YOUTH</p>							
<p>Prevention Services</p> <p>By June 30, 2014, Prevention Specialist will plan and implement at least sixteen prevention campaigns that focuses on drug and alcohol education and awareness for children, youth and families at each designated school site in Clackamas County such as:</p> <ul style="list-style-type: none"> ▪ Family Dinner Night ▪ Red Ribbon Week ▪ Prevention Awareness Day ▪ Health Fairs ▪ Awareness walks ▪ Anti-stigma campaigns ▪ Above the Influence/PhotoVoice ▪ Other 	<p>By June 30, 2014, 85% of participants will report increased knowledge and awareness of high risk behaviors associated with drug/alcohol use.</p> <p>Reported quarterly. Copy of calendar must be submitted with quarterly report. Measured by sign in sheets or total number in attendance and self report.</p>	<p>Univ. # Served</p>					

CLACKAMAS COUNTY – CHILDREN, YOUTH AND FAMILIES DIVISION

Intra-Agency Agreement – Alcohol and Drug Funding

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<p>Media Ready By June 30, 2014, Prevention Specialist will be certified in the delivery of the Media Ready curriculum and implement Media Ready with no less than 700 youth per year, in accordance with the fidelity checklist. Prevention Specialist will complete a Teacher Fidelity of Implementation checklist.</p>	<p>By June 30, 2014, 85% of participants will demonstrate an increase in knowledge of drugs and alcohol and resistance skills measured by Media Ready pre/post test fidelity instrument. Participants must complete a pre/post test and demographics must be reported. SCORED Pre/Post tests should be returned to CYF Contract staff.</p>	Univ. # Served					
		Univ. # Successful					
		% Successful					
SELECTED YOUTH							
<p>Groups Facilitate small group curriculum and developmental activities (must qualify as an evidenced based practice) for a minimum of 240 at-risk youth and their families that are designed to improve life skills, problem-solving and/or parenting skills, and reduce youth drug and alcohol use. Reported quarterly.</p>	<p>By June 30, 2014, 85 %of participants will demonstrate positive change in pro-social skills and reduced drug and alcohol use. Participants must complete pre/post Evaluation Tool provided by evidence-based curriculum.</p>	# Served					
		# Successful					
		% Successful					
CORE YOUTH							
<p>By June 30, 2014, provide case-coordination for at least 120 at-risk youth and their families that are designed to improve life skills and reduce substance use. Reported quarterly. Case coordination should include: ▪ At least one, One-on-one monthly hour</p>	<p>By June 30, 2014, 85%of participants will demonstrate reduced drug and alcohol use as measured by individual case plan goal achievement. Goal should be measurable (e.g., "decrease cigarette smoking from 20 per day to 10 per day") and progress toward goal(s) should be</p>	CORE # Served <i>JCP screen completed</i>					
		# Referred by school staff					
		# Contacts with family					

CLACKAMAS COUNTY – CHILDREN, YOUTH AND FAMILIES DIVISION

Intra-Agency Agreement – Alcohol and Drug Funding

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<p>check-in for mentoring and to work on identified goals in case plan.</p> <ul style="list-style-type: none"> ▪ One weekly informal check-in regarding ongoing progress towards goals (i.e. during group work, lunch break or while participating in developmental activities). <p>Referrals to appropriate services/treatment:</p> <ul style="list-style-type: none"> ▪ Family outreach ▪ Mental Health Screens as necessary ▪ Drug and Alcohol assessments as necessary 	<p>clearly documented in the case file.</p>	<p># Successful <i>Justification in case file</i></p>					
		<p>% Successful</p>					

SYSTEM DEVELOPMENT

<p>By June 30, 2014, Prevention Specialist will participate in school-based meetings, where at-risk/high risk youth issues are discussed with school staff and/or community partners (Youth Service Team meetings, etc.), as scheduled.</p>	<p>Reported quarterly as # of meetings attended</p>	<p># meetings attended</p>					
<p>By June 30, 2014, Prevention Specialist will participate in the local prevention coalition if one exists, or a meeting with local community partners or Clackamas County Prevention Coalition.</p>	<p>Reported quarterly. <i>Provide a list of dates attended in narrative section.</i></p>	<p># of meetings attended</p>					
<p>Staff Development By June 30, 2014, Prevention Specialist will participate in Prevention Specialist trainings & demonstrate progress towards becoming a Certified Prevention Specialist or maintaining certification.</p>	<p>Reported quarterly. <i>Provide a list of trainings attended in narrative section.</i></p>	<p># trainings attended</p>					
		<p># of training hours</p>					

CLACKAMAS COUNTY – CHILDREN, YOUTH AND FAMILIES DIVISION

Intra-Agency Agreement – Alcohol and Drug Funding

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<p>System Development</p> <p>By June 30, 2014, Appropriate Agency Representative will participate in PreventNet system development meetings over the contract period.</p>	<p>Reported quarterly. Provide a list of dates attended in narrative section.</p>	<p># PreventNet meetings attended</p>					
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CLACKAMAS COUNTY – CHILDREN, YOUTH AND FAMILIES DIVISION

Intra-Agency Agreement – Alcohol and Drug Funding

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


1st Quarter:

2nd Quarter:

3rd Quarter:

4th Quarter:

COPY


Cindy Becker
Director

June 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intra-Agency Agreement with
Clackamas County Children, Youth and Families Division for
Alcohol and Drug Prevention Strategies for Young Adults

Purpose/Outcomes	This contract provides alcohol and drug prevention strategies to young adults within Clackamas County struggling with substance use disorders.
Dollar Amount and Fiscal Impact	\$180,000 – The contract will fund internal staffing and contracted services to meet the objectives of the grant funding.
Funding Source	Oregon Health Authority 2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement, specifically Alcohol & Drug (A&D) Strategic Prevention Framework State Incentive Grant funds – No County general funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014.
Previous Board Action	The previous contract was approved by the Board of County Commissioners on July 19, 2012, agenda item 071912-A5.
Contact Person	Jill Archer, Director–Behavioral Health Division – (503) 742-5336.
Contract No.	6269

BACKGROUND:

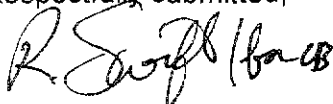
The Behavioral Health Division is contracting with the Children, Youth and Families Division to provide strategies for alcohol and drug abuse prevention for young adults. Some strategies include developing advanced training for servers of alcohol, engaging local marine law enforcement agencies, and retailer compliance checks. Outcomes expected are prevention of onset and reduction of the progression of substance abuse, reduce substance abuse related problems and build prevention capacity and infrastructure.

This contract is effective July 1, 2013 and continues through June 30, 2014. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352
www.clackamas.us/community_health

INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY HEALTH, HOUSING AND HUMAN SERVICES
BEHAVIORAL HEALTH DIVISION
AND
CLACKAMAS COUNTY HEALTH, HOUSING AND HUMAN SERVICES
CHILDREN, YOUTH AND FAMILIES DIVISION

1. PURPOSE

This agreement between **Clackamas County Behavioral Health Division** herein referred to as "CCBHD" and **Clackamas County Children, Youth and Families Division** herein referred to as "CYFD" provides alcohol and drug prevention strategies delivered to young adults of Clackamas County with substance use disorders. The purpose of these services is to build upon the Strategic Prevention Framework State Incentive Grant (SPF SIG) program to provide an effective comprehensive prevention framework with a common set of goals:

- Prevent the onset and reduce the progression of substance abuse;
- Reduce substance abuse-related problems; and
- Build prevention capacity and infrastructure.

2. SCOPE OF WORK

CYFD agrees to:

- a. Collaborate with CCBHD on a target population within Clackamas County of 18 to 25 year olds with a demonstrated readiness/capacity to mobilize the community to implement the SPF);

The SPF SIG program is one of SAMHSA's (Substance Abuse and Mental Health Services Administration - Federal) infrastructure grant programs. SAMHSA's infrastructure grants support an array of activities to help grantees build a solid foundation for delivering and sustaining effective substance abuse and/or mental health services.

- b. Implement all five SPF-defined steps as trained by the State of Oregon, Oregon Health Authority, Addictions and Mental Health (AMH).
1. Assessment – Complete additional needs assessment data collection: utilizing localized data, measuring the intervening variable for problem behavior through completion of a logic model. Complete other assessment tools as directed to include Tri-Ethnic Community Readiness Assessment and Center for Substance Abuse Prevention (CSAP) cross site evaluation instruments;
 2. Capacity – Dedicate one staff to SPF position;
 3. Coalition – Utilize existing Clackamas Prevention Coalition that represents required sectors for planning;

Intra-Agency Agreement

Clackamas County Children, Youth and Families Division – A&D 60 Funds

Page 2 of 7

4. Planning – Complete a comprehensive plan that addresses all five steps of the SPF SIG (State Incentive Grant) process with inclusion of sustainability and cultural competency;
 5. Implementation – Gain SPF Advisory Council approval of evidence-based environmental strategies, policies, and practices to be implemented to address priority area;
 6. Evaluation – Complete evaluation tools as instructed by AMH. Complete data entry and reports. Promote use of Student Wellness Survey in local schools.
- c. Collaborate and where appropriate pass through funding to local coalitions.
 - d. Provide mentoring to counties in close proximity.
 - e. OUTCOMES:
 1. Decrease in use rates for 18-25 year olds in Clackamas County on highest contributor;
 2. Eliminate overlap among prevention program, providers and agencies;
 3. Promote agency collaboration and coordination in Clackamas County;
 4. Develop a common prevention language built on a sustainable prevention system;
 5. Increase the effectiveness of practices, policies, and program by moving to EBO's and use of prevention funds for environmental strategies/approaches;
 6. Increase mentoring for new coalitions;
 7. Increase acceptance for a data driven approach and utilization of AMH data.

3. REPORTING REQUIREMENTS

CYFD will provide quarterly progress reports that track the progress of the SPF process and submit the progress report to CCBHD on a quarterly basis. These reports are due within 30 days after the end of each quarter.

4. COMPENSATION

Compensation shall consist of the following components:

A&D 60 Funds: Strategic Prevention Framework (SPF)	\$180,000
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CYFD will be compensated quarterly based on actual expenditures. One quarter of the value of the agreement (\$45,000) will be advanced through an interfund upon execution of this agreement and adjusted to actual at the time of the second quarter interfund transfer.

The total compensation to CYFD shall not exceed **\$180,000**.

CYFD will submit quarterly interfund requests to CCBHD for a transfer of funds supported by an expenditure report. CCBHD will transfer funds to CYFD through an interfund based on the request and supporting documentation. CYFD will submit progress reports, expenditure reports and interfund requests to:

Behavioral Health Division
Attention: Accounts Payables

5. LIASON RESPONSIBILITY

Jill Archer (503)742-5336 will act as liaison from CCBHD and Rodney Cook (503)650-5677 will act as liaison from CYFD.

6. TERM OF AGREEMENT

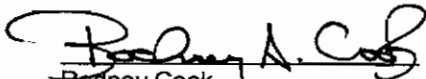
This agreement becomes effective **July 1, 2013**, and will continue through until **June 30, 2014**. This agreement is subject to early termination by either of the parties when thirty (30) days' written notice has been provided to the other party.

This contract consists of six (6) sections plus the following exhibits:

Exhibit A SPF SIG A&D 60 Services Work Plan

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

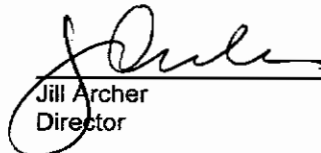
**CLACKAMAS COUNTY
CHILDREN, YOUTH AND FAMILIES DIVISION**



Rodney Cook
Director

6-13-13
Date

**CLACKAMAS COUNTY
BEHAVIORAL HEALTH DIVISION**



Jill Archer
Director

6-17-13
Date

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

Cindy Becker
Director

Date

Exhibit A
SPF SIG AD60 Services Work Plan

Provider: **Children, Youth & Families Division**
 Activity: **Implement SPF SIF Program**
 Contact: **Rodney Cook, CYF Director**

Focus Areas: **Alcohol/Drug Abuse Prevention**
Community Engagement

Contract
 Period: **July 1, 2013 – June 30, 2014**

Outcomes: **Prevent Onset and reduce the progression of substance abuse;**
Reduce substance abuse-related problems; and
Build prevention capacity and infrastructure

Strategic Prevention Framework Programming

Program Utilizes Best Practice Programming: YES NO
 If yes, please indicate program/curriculum: Strategic Prevention Framework (SPF)

Activities/Outputs	Outcomes/Measurement Tool		1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	Total
<i>Description of program or project. Methods for providing drug and alcohol prevention program. Specific processes or events undertaken. How many, how often, over what duration, start and end dates?</i>	<i>Identify the instrument used to measure the effectiveness of the activity or program and the timing of its use.</i>	# Served					
		# Assessed					
		# Successful					
		% Successful					

Strategic Plan for FY 2013-14

<p>Party Dispersal</p> <p>By June 30, 2014, Prevention Specialist will establish and provide staff support to a Party dispersal committee to develop strategy to engage local law enforcement agencies.</p>	<p>By June 30, 2014, 85% of participants will report increased knowledge and awareness of techniques for party dispersal and how to market protocols to Clackamas County precincts. Increased number of law enforcement agencies using protocols.</p> <p>Reported quarterly. Measured by committee minutes and self report.</p>	<p>% Success rate # Precincts</p>					
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<p>Advanced Server Training</p> <p>By June 30, 2014, Prevention specialist will coordinate with OLCC to develop Advanced Server training for Clackamas county businesses. Deliver Advances course to local business.</p>	<p>By June 30, 2014, 85% of participants will demonstrate an increase in knowledge and skills of server techniques and overuse deterrence. Measured by pre/post test instrument. Participants must complete a pre/post test and demographics must be reported.</p>	<p># of business receiving training % Success rate</p>					
<p>Enforcement of Drinking Laws on Clackamas River</p> <p>By June 30, 2014, Prevention Specialist will establish and provide staff support to a Water Safety committee to review policies and develop strategy to engage local marine law enforcement agencies.</p>	<p>By June 30, 2014, 85% of participants will report increased knowledge and awareness of techniques for alcohol abuse on the waterways and how to market protocols to Clackamas County precincts. Increased number of marine/law enforcement agencies using protocols.</p> <p>Reported quarterly. Measured by committee minutes and self report.</p>	<p># Served</p>					
		<p># Successful</p>					
		<p>% Successful</p>					
<p>Retailer Compliance Checks</p> <p>By June 30, 2014, Prevention specialist to coordinate with Oregon Liquor Control Commissioner (OLCC) to implement two minor decoy operations in Clackamas County. Reported quarterly.</p>	<p>By June 30, 2014, 85% of participants will report increased knowledge and awareness of techniques for minor decoy process and how to market protocols to Clackamas County precincts. Increased number of law enforcement agencies using protocols.</p> <p>Reported quarterly. Measured by committee minutes and self report.</p>	<p># provided</p>					
		<p># Arrest rates</p>					

<p>By June 30, 2014, Prevention specialist to coordinate with OLCC to implement two shoulder-tap operations in Clackamas County. Reported quarterly.</p>	<p>By June 30, 2014, 85% of participants will report increased knowledge and awareness of techniques for shoulder-tap process and how to market protocols to Clackamas County precincts. Two shoulder –tap operations completed.</p> <p>Reported quarterly. Measured by committee minutes and self report.</p>	<p># shoulder tap operations % arrest rate</p>					
<p>By June 30, 2014, Prevention Specialist will participate in the local prevention coalition or a meeting with local community partners or Clackamas County Prevention Coalition to promote SPF Initiative efforts.</p>	<p>By June 30, 2014, increased number of partner membership aware of and/or engaged in SPF initiative strategy (s). Reported quarterly. <i>Provide a list of dates attended in narrative section.</i></p>	<p># of meetings attended</p>					
<p>By June 30, 2014, Prevention Specialist to coordinate county-wide effort to develop and implement social host ordinance.</p>	<p>By June 30, 2014, increase number of local law enforcements agency implementing social host ordinances. Reported quarterly. Measured by crime statistics and self report.</p>	<p># trainings attended</p>					
<p>Staff Development By June 30, 2014, Prevention Specialist will participate in Prevention Specialist trainings, regarding community engagement efforts, law enforcement-drug/alcohol prevention related trainings and/or maintaining certification.</p>	<p>Reported quarterly. <i>Provide a list of trainings attended in narrative section.</i></p>	<p># Coalition related meetings attended</p>					

**SPF Services
Work Plan 2013-2014
Comments and Narrative**

1st Quarter:

2nd Quarter:

3rd Quarter:

4th Quarter:

COPY

Cindy Becker
Director

June 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a renewal Professional Services Agreement with Folk Time, Inc, for peer services to
the Stewart Community Center and Hilltop Adult Services Center

Purpose/Outcomes	Provide peer services to the Stewart Community Center and Hilltop Adult Services Center, using a Peer Support Team model to promote a recovery oriented support system.
Dollar Amount and Fiscal Impact	Contract maximum value is \$218,376. This agreement is funded through revenue from the Adult Mental health Services and the Community Support Team.
Funding Source	3610-8600 – Adult Mental Health Services and 3610-8604 – Community Support Team. No County General Funds are involved.
Safety Impact	None
Duration	Effective July 01, 2013 and terminates on June 30, 2014
Previous Board Action	The Board last reviewed and approved this agreement on May 05, 2012 agenda item 053112-A8.
Contact Person	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
Contract No.	6231

BACKGROUND:

As part of Clackamas County's Behavioral Health Redesign, which was started in 2009, Clackamas Behavioral Health committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services. Peer Services is an evidenced based practice to provide recovery oriented services designed to reduce the number of recurring treatment episodes. The term peer, for the purposes of this contract, refers to a person who has been the recipient of inpatient or outpatient mental health and/or addiction treatment services. Peers provide support to an individual or family who has similar lived experiences.

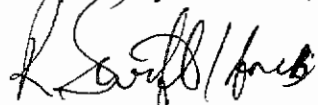
Folk Time, Inc. will provide peer support services to consumers at the Stewart Community Center and Hilltop Adult Services Center. Peer Support Services are recovery-oriented and include companion care, transportation, activity coordination, problem solving, medication reminders, and communication skills development for individuals with receiving Behavioral Health Services.

This contract is effective July 1, 2013 and continues through June 30, 2014. This contract has been reviewed and approved by County Counsel as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Becker", is written over the typed name below.

Cindy Becker, Director

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

Contract #6231

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division, hereinafter called "COUNTY", and FOLKTIME, INC., hereinafter called "CONTRACTOR".

I. SCOPE OF SERVICES

- A. CONTRACTOR agrees to provide peer support services for individuals receiving services at Clackamas County Behavioral Health Center as more fully described in Exhibit A at the following sites and in the community:
- Clackamas County Stewart Behavioral Health Center - Community Support Team located at 1002 Library Court in Oregon City, Oregon
 - Clackamas County Oregon City Hilltop Behavioral Health Center - Adult Services Team located at 998 Library Court in Oregon City, Oregon
- B. CONTRACTOR agrees to submit all employees who support this contract work to criminal background checks. Only employees who have successfully passed criminal background checks will be allowed to work on-site.
- C. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.
- D. Services required under the terms of this agreement shall commence July 1, 2013. This agreement shall terminate June 30, 2014.

II. COMPENSATION AND RECORDS

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

Total payment for peer support services provided at Stewart Community Center and with the Oregon City Hilltop Center - Adult Services Team based on actual cost shall not exceed \$218,376.

Payment shall be for true and verifiable expenses for work performed, for services rendered, and for labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services outlined in this contract.

- B. Method of Payment: To receive payment, CONTRACTOR shall submit quarterly reports as described in Exhibit A and submit monthly invoices as follows:

CONTRACTOR shall submit invoices by the tenth day of the month following that in which service was performed. The invoice shall list the contract # 6224, number of hours billed, supplies, break out of miscellaneous expenses, and the total amount due for all services provided during the month. Invoices shall be submitted to:

Clackamas County Health Centers Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Or electronically to:

HealthCenterAP@clackamas.us

When submitting electronically, designate CONTRACTOR name and contract #6224 in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided that COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

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

- C. **Record and Fiscal Control System:** All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of five (5) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. **Access to Records:** The COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to CONTRACTOR were in excess of the amount to which the CONTRACTOR was entitled, then CONTRACTOR shall repay the amount of the excess to COUNTY.

III. MANNER OF PERFORMANCE

- A. **Compliance with Applicable Laws and Regulations:** CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.
- B. **Special Federal Requirements:** Common rule restricts lobbying. See Volume 55, No. 38 of Federal Register, February 1990.
- C. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. CONTRACTOR certifies that it is an independent CONTRACTOR and not an employee or agent of the COUNTY, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the CONTRACTOR.

IV. GENERAL CONDITIONS

- A. Indemnity: CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of CONTRACTOR and CONTRACTOR's officers, agents and employees, in performance of this contract.
- B. Insurance: During the term of this contract, CONTRACTOR shall maintain in force at its own expense, each insurance noted below.

1. **Commercial General Liability**

- Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, 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 contract. 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**

- Required by COUNTY Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the contract, "Symbol 1" 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**

- Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to 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 contract. 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

Coverages provided by CONTRACTOR 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 contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract 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 contract have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

8. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. CONTRACTOR is not an officer, employee, or agent of COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification

CONTRACTOR's coverage will be primary in the event of a loss.

10. Cross-Liability Clause

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the contract.

C. Amendments: The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

D. Termination: This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

1. COUNTY may terminate this contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- a. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
- c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.

- d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.
 - e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
 2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:
 - a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - b. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.
 - c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
 - d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
 1. CONTRACTOR shall:
 - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 2. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this agreement.
 3. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
 4. CONTRACTOR, if it is an employer of one or more workers subject to workers compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or

as an exempt employer under ORS 656.126. CONTRACTORS shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

- 5. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. 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 contract.
- G. Ownership of Work Product: All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.
- H. Integration: This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of four (4) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A Scope of Services
- Exhibit B Performance Standards

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

FOLKTIME, INC

By: 
Tom Brady, Executive Director

June 7, 2013
Date

4837 NE Couch Street

Street Address

Portland, Oregon 97213

City/State/Zip

(503)238-6428 / (503)238-3986

Phone / Fax Numbers

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
Health, Housing and Human Services Department

Date

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR agrees to perform the following activities under the terms of this agreement.

BACKGROUND AND DEFINITIONS

As part of Clackamas County's Behavioral Health Redesign, which was started in 2009, Clackamas Behavioral Health committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services.

The term peer, for the purposes of this contract, refers to a person who has been the recipient of inpatient or outpatient mental health and/or addiction treatment services. Peers provide support to an individual or family who has similar lived experiences.

The supports provided are defined by the individual asking for support. The individual receiving services defines their goals and sets tasks to achieve those goals. The peer provides the support needed to complete those tasks and achieve their goals. Peer services are designed to be flexible and community-based to meet the unique needs of each individual and family.

SCOPE OF WORK

1. CONTRACTOR agrees to work in conjunction with Clackamas County Behavioral Health Centers to promote a recovery oriented support system that focuses on hope, choice, personal responsibility, and self determination.
2. CONTRACTOR agrees to accomplish the following work under this contract to provide Peer Support Services to consumers receiving mental health services, using a Peer Support Team model, working in collaboration with service teams at the following service sites:
 - **Clackamas County Stewart Behavioral Health Center** located at 1002 Library Court in Oregon City, Oregon
 - **Clackamas County Hilltop Behavioral Health Center** located at 998 Library Court in Oregon City, Oregon
3. CONTRACTOR will provide two .8FTE and Three .6FTE Peer Support Specialists
 - Capacity: Each Peer will work with 8 to 15 individuals at any one time
4. CONTRACTOR will provide a .6 FTE Peer Supervisor
5. Peer Support Specialists will assist individuals with one-on-one, self-directed, person-centered life planning and will work as an advocate within the treatment planning team if the individual requests this support.
6. Support dually-diagnosed individuals working toward mental wellness and addiction recovery:
 - Assist in accessing 12-step programs, support groups and other resources available in the community as requested by the individual
 - Provide referrals to other peer support resources as appropriate and requested by the individual
7. Assist and support individuals with problem solving.

8. Assist and support individuals to develop community and peer relationships.
9. Assist in addressing other issues as identified by the individual
10. Provide a variety of peer activities, including but not limited to, arts, performing arts, physical and spiritual activities.
11. Participate in staff meetings at least once a month.
12. Peer Supervisor will meet with Health Center staff on a monthly basis, attend treatment team meetings at least once a month, and provide weekly individual and group supervision to peer support specialists. CONTRACTOR will provide a place on site for Peer Supervisor to meet with peers.

STANDARDS OF WORK

1. Peers will use a whole health approach not only addressing issues of mental health and addiction, but spiritual and physical health as requested by the family member/caregiver.
2. Peers will meet the documentation standards of the agency, the State of Oregon Integrated Service and Support Rule (ISSR), and Medicaid.
 - a. Notes will be completed in the COUNTY electronic health record within one week of the date the service was provided using the Medicaid template for Peer documentation.
 - i. Write a brief note for each service provided to a person receiving services indicating progress toward goals utilizing the Peer progress note template.
 - b. Peers working within the Hilltop and Stewart Clinics will provide documentation of all services and outreach efforts via the Clinic's electronic records system.
 - c. The COUNTY will be responsible for providing training to the CONTRACTOR as necessary for CONTRACTOR to provide documentation via the COUNTY's electronic records system.
 - d. Peers will be trained to make revisions to treatment plans as a part of the treatment team for families
3. Peers will meet a minimum 40% productivity of direct services (includes travel time which can be documented in the progress note). This equals 16 billable hours/week for a full 40 hour work week.
4. Peers and Peer Supervisor will use the electronic health record's scheduling system to track peer support appointments in the clinic and community as well as planned absences for training or vacation.
5. If a Peer is out on leave for an extended period of time (more than 30 days) CONTRACTOR will make every effort to provide a substitute Peer to work with families during the extended absence.
6. Collaborate with the clinic's service team and other service providers to encourage communication and collaboration regarding the individual's success.
7. Peers will receive supervision to meet Medicaid billing requirements. Supervision will include: weekly individual peer supervision and group supervision provided by CONTRACTOR. Each peer must have a minimum of two hours per month of clinical supervision provided by a Qualified Mental Health Professional. Peers will also meet monthly with a COUNTY staff member to coordinate care.

8. Clinic QI coordinator will provide a monthly report to Peer Supervisor, Clinic Manager, and Program Supervisor of services provided by the Peers, including monthly productivity and timeliness of progress notes for each Folk Time staff member.
9. Peers and Peer Supervisor will participate in mandatory reporter trainings; county provided HIPAA and confidentiality training; and county sponsored Fraud and Waste training.

REPORTING REQUIREMENTS

Reports shall be submitted to the COUNTY no later than thirty (30) days following the end of each quarter
Due dates for reports are as follows:

Reporting Schedule:

1st Quarter	July 1 – September 30, 2013	Due October 31, 2013
2nd Quarter	October 1 – December 31, 2013	Due January 31, 2014
3rd Quarter	January 1 – March 31, 2014	Due April 30, 2014
4th Quarter	April 1 – June 30, 2014	Due July 31, 2014

Quarterly Reports shall include the following:

CONTRACTOR shall submit quarterly reports that include the following:

- Total number of hours worked per week for Peer Support Specialists.
- Number of individuals served through referral from Stewart Behavioral Health Center
- Number of individuals served through referral from Hilltop Behavioral Health Center
- Number of new individuals served each quarter
- Number of individuals who concluded support services in the quarter
- Number of 1:1 peer appointments/encounters
 - Number in the community
 - Number at the clinic
- Number of groups offered
- Number of home visits
- Number of referrals to other peer support agencies
- Number of community activity placements
- The number of trainings, workshops, or outreach activities attended or provided during the quarter. This report shall include, but is not limited to, the following:
 - a. Number of continuing education or training programs attended by Peer Services staff and/or individuals being served
 - b. Number of outreach activities conducted to inform individuals about Peer Support Services available to them

3. CONTRACTOR will collect data from people served under this contract. Both parties acknowledge that data collection may not always be possible i.e. incorrect contact information, people exercising privacy rights, people not returning for services, etc.
4. A summary reporting the experience of services provided as reported by individuals served. This report shall include, but is not limited to, the following indicators:
 - 1% of clients who have been supported by Peer Support Specialists for at least 3 months in the clinic reporting that they are moderately satisfied to very satisfied with 60% or more of the measures in the Ferran & Powers of Life Index. This will be measured by survey quarterly by Folk Time administrative staff, volunteers, or interns.
 - Overall percentage reports for the Ferran and Powers Life Index that relate to quality of life
 - Reports of improvements from quarter to quarter as it relates to the Ferran & Powers Life Index
 - % of clients who have been supported by a Peer Support Specialist for at least 3 months who are functioning in their community without seeking hospitalization for their mental illness.
 - % of client's who have been supported by a Peer Support Specialist for at least 3 months will be engaging in positive activities outside of the clinic

Reports shall be submitted to:

Clackamas County Health Centers Division
Attention: Tracy Garell, Behavioral Health Center Manager
998 Library Court
Oregon City, OR 97045

Or by electronic submission:
Tgarell@co.clackamas.or.us

EXHIBIT B

PERFORMANCE STANDARDS

A. General Performance Standards

1. CONTRACTOR ensures that all staff employed or contracted by CONTRACTOR who provided services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.
2. CONTRACTOR assures that all of CONTRACTOR's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. CONTRACTOR shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

B. Staff

CONTRACTOR will provide the following for all staff who are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System; and
- Appropriate education and academic degrees, as required;
- Relevant work history or qualifications.

C. Monitoring

COUNTY shall monitor services provided by CONTRACTOR and has the right to require CONTRACTOR's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

COUNTY may conduct compliance monitoring related to this agreement. CONTRACTOR shall cooperate with COUNTY in such monitoring. COUNTY shall provide CONTRACTOR twenty (20) business days written notice of any agreement compliance monitoring activity that requires any action or cooperation by CONTRACTOR. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

D. Miscellaneous Federal Provisions

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

E. Abuse Reporting

CONTRACTOR shall comply with all processes and procedures of abuse reporting, investigations, and protective services as described in ORS 430.735 through 430.765, Abuse Reporting for Mentally Ill and OAR 410-009-0050 through 410-009-0160, "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

F. Confidentiality

CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.

COPY

Cindy Becker
Director

June 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Amendment with A Daily Reprieve Center, Inc.
dba Iron Tribe Network (formerly Iron Tribe, Inc.) for Peer Services

Purpose/Outcomes	This contractor provides peer support services to adults receiving addiction and/or mental health services within Clackamas County who have recently been released or will soon be released from jail or prison and will be returning to the Clackamas County community.
Dollar Amount and Fiscal Impact	The total maximum contract value is increased by \$77,225 to a revised contract value of \$426,070. This contract is funded through the Oregon Health Authority 2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement and Oregon Liquor Control Commission Beer and Wine Tax Funding.
Funding Source	Oregon Health Authority 2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement and Oregon Liquor Control Commission Beer and Wine Tax Funding. 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 September 19, 2012, agenda item 071912-A7.
Contact Person	Jill Archer, Director, Behavioral Health Division (503) 742-5336
Contract No.	BH-24-12/13

BACKGROUND:

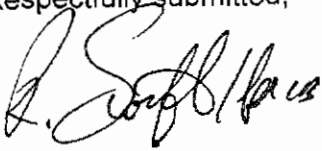
The Behavioral Health Division has contracted with A Daily Reprieve Center, Inc. dba Iron Tribe Network (formerly Iron Tribe, Inc.) for Peer Services. This contractor was chosen through a competitive bid process.

This Amendment assigns the contract with Iron Tribe, Inc. to A Daily Reprieve Center, Inc. dba Iron Tribe Network. It also replaces a previous exhibit defining sub-recipient responsibilities in order to better define the contractor's responsibilities as a recipient of Federal funds, extends the term for an additional 90 days and adds funding for the extension. This amendment is effective upon signature and continues through September 30, 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,

A handwritten signature in black ink, appearing to read "C. Becker", written in a cursive style.

Cindy Becker, Director

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number BH-24-12/13 Board Agenda Number 071912-A7
and Date September 19, 2012

Division Behavioral Health Amendment No. 1

Contractor **A Daily Reprieve Center, Inc. dba Iron Tribe Network** (formerly Iron Tribe, Inc.)

Amendment Requested By Jill Archer, Director

Changes: Scope of Services Contract Budget
 Contract Time Other Replaces sub-recipient language
 Other Contractor Name and EIN changes

Justification for Amendment:

This Amendment assigns the Professional, Consultant, and Consultant Services Contract with Iron Tribe, Inc. (EIN #01-0935371) to A Daily Reprieve Center, Inc. dba Iron Tribe Network (EIN #32-0288058).

This Amendment replaces a previous exhibit defining sub-recipient responsibilities in order to better define A Daily Reprieve Inc. dba Iron Tribe Network's responsibilities as a recipient of Federal funds. It also amends the contract term for an additional 90 days and adds funding for the extension.

This amendment is effective **upon signature** and continues through **September 30, 2013**. Except as amended hereby, all other terms and conditions of the contract remain in full force and effect.

Amend to Read:

I. SCOPE OF SERVICES

- C. Services required under the terms of this agreement shall commence **July 1, 2012**. This agreement shall terminate **September 30, 2013**.

Amend to Read:

II. COMPENSATION AND RECORDS

- A. Compensation: COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I at a rate as follows:

The total payment to CONTRACTOR shall not exceed: **\$426,070**. *This new total adds \$77,225 to the contract maximum (\$25,741.67/month for 3 months).*

Replace: Exhibit A: 2013 Financial Transactions and Audit Requirements and **Exhibit B: Sub-Recipient Terms and Conditions** with the following:

CLACKAMAS COUNTY, OREGON
SUB-RECIPIENT GRANT AGREEMENT 13-005

Project Name: A Daily Reprieve Center, Inc. dba Iron Tribe Network
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 **A Daily Reprieve Center, Inc. dba Iron Tribe Network (SUB-RECIPIENT)**.

SUB-RECIPIENT DATA	CLACKAMAS COUNTY DATA	
Program Administrator: Harold R. Cubbedge	Grant Accountant: Wendy Towler	Project Officer: Ally Linfoot
A Daily Reprieve Center, Inc. dba Iron Tribe Network 16641 SE 82 nd Drive, Suite 202 Clackamas, Oregon 97015 Phone: (503)344-6710 E-mail: contact.irontribe@gmail.com	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)742-5951 E-mail: alinfoot@clackamas.us
DUNS: 013871141		

As required by OMB Circular A-133, the COUNTY has identified A Daily Reprieve Center, Inc. dba Iron Tribe Network 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 on delivery of peer support services to adults receiving addiction and/or mental health services within Clackamas County who have recently been released or will soon be released from jail or prison and will be returning to the Clackamas County community.

NOW THEREFORE, according to the terms of this Grant Agreement the COUNTY and A Daily Reprieve Center, Inc. dba Iron Tribe Network, a 501c3 non-profit corporation, ("SUB-RECIPIENT") agree as follows:

- Term and Effective Date.** The changes as accepted in this exhibit shall be effective as of the **July 1, 2012** and shall expire on **September 30, 2013**, unless sooner terminated or extended pursuant to the terms hereof.
- 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 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.
- 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 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 **\$348,845** through June 30, 2013 and **\$77,225** through September 30, 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.
- 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 Education, 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, 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.

**A DAILY REPRIEVE CENTER, INC. DBA IRON
TRIBE NETWORK**

By: _____

Harold R. Cubbedge, Executive Director

Date

PO Box 90384

Street Address

Portland, Oregon 97290

City/State/Zip

(503)754-3495

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

COPY

Cindy Becker
Director

June 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with
Youth M.O.V.E. Oregon for a Drop-In Center and Peer Support

Purpose/Outcomes	Contractor will continue to provide a drop-in center and peer support for youth/young adults in transition within Clackamas County
Dollar Amount and Fiscal Impact	\$210,000, budgeted in the 2013-2014 budget.
Funding Source	2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement with Oregon Health Authority - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	The original contract was approved by the Board of County Commissioners on July 7, 2011, agenda item 070711-A14. This contract was identified as Youth M.O.V.E. Oregon/Oregon Family Support Network.
Contact Person	Jill Archer – Director – Behavioral Health Division – (503)742-5336
Contract No.	6268

BACKGROUND:


This is a continuation of an agreement with Youth M.O.V.E. Oregon that began in 2011 providing a drop-in center and peer support for youth and young adults in transition within Clackamas County. The drop-in center specifically provides one-on-one person-centered planning (a set of approaches designed to assist someone to plan their life and supports), a computer lab, community resources, peer support groups, community service opportunities, informational presentations and workshops such as: career development, job searches, and personal management. Youth M.O.V.E. offers support to individuals working toward addiction recovery and/or mental wellness.

County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

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

PROFESSIONAL SERVICES AGREEMENT

CONTRACT # 6268

This Professional Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and YOUTH M.O.V.E. OREGON, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide a drop-in center and peer supports for youth/young adults in transition within Clackamas County as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this agreement shall commence **July 1, 2013** and shall terminate **June 30, 2014** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Total payment to CONTRACTOR shall not exceed **\$210,000**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit monthly invoices by the 10th of the month following the month services were performed in the amount of \$17,500. CONTRACTOR may use the invoice template provided in Exhibit E. The invoice shall include the contract # **6268**, dates of service and the total amount due for all service provided during the month. Invoices shall be submitted to:

Clackamas County Behavioral Health Division
Attn: Ally Linfoot
2051 Kaen Road, # 367
Oregon City, Oregon 97045

When submitting electronically, designate CONTRACTOR name and contract # **6268** in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

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

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY shall conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this agreement. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of CONTRACTOR which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, Performance Standards, attached hereto and incorporated herein.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs

and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this agreement.

If CONTRACTOR is a public body, CONTRACTOR's liability under this agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR'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 it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, "Symbol 1" 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.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish 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 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.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5.2.6 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.

5.2.7 Insurance Carrier Rating. Coverages provided by CONTRACTOR 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.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this agreement consents to the in personam jurisdiction of said courts.

5.4 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 CONTRACTOR and COUNTY.

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

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

5.7 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.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

5.8.1 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.8.2 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.

d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.9 Integration. This agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of contract) to CONTRACTOR, may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

a. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.

b. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.

c. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.

e. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:

Youth M.O.V.E. Oregon
72A Centennial Loop, Suite 150
Eugene, OR 97401

If to COUNTY:

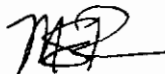
Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
Oregon City, OR 97045

This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

- Exhibit A Scope of Work
- Exhibit B Reporting Requirements
- Exhibit C Performance Standards
- Exhibit D Matching Funds Requirement
- Exhibit E Invoice Template

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

YOUTH M.O.V.E. OREGON

By: 

 Martin Rafferty, Executive Director
 06/18/2013

 Date
 72A Centennial Loop, Suite 150

 Street Address
 Eugene, Oregon 97401

 City / State / Zip
 (541)605-1514 / (541)349-9226

 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 Service Department

 Date

S:\Admin\CONTRACTS\BEHAVIORAL HEALTH\Expense\Youth M.O.V.E. Oregon\2014-06-30PSAcontract-1.docx

EXHIBIT A
SCOPE OF WORK

A. Background and Definitions

As part of Clackamas County's Behavioral Health Redesign, which was started in 2009, Clackamas Behavioral Health committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services.

The term "peer" refers to a person who self-identifies as an individual who is, or has been the recipient of inpatient or outpatient mental health and/or addiction treatment services and are successfully living in recovery. Peers provide support to an individual who has similar lived experiences.

The supports provided are defined by the person asking for support. The individual defines their interests and goals and sets tasks to achieve those goals. The peer provides the support needed to develop the plan, complete those tasks, and achieve the goals laid out in the plan. Peer services are designed to be flexible and community-based to meet the unique needs of each individual.

B. Scope of Work

CONTRACTOR agrees to provide **Youth/Young Adult Peer Services** performing the following activities under the terms of this agreement.

1. Work in conjunction with Clackamas County Behavioral Health Division to promote a recovery oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
2. Provide a drop-in center for youth/young adults in transition with access to:
 - a. One-on-one person-centered planning
 - b. Computer lab
 - c. Community resources
 - d. Peer support groups
 - e. Community service opportunities
 - f. Informational presentations and workshops
3. Assist individuals with one-on-one person-centered planning and work as an advocate within the treatment planning team if the youth/young adult requests these supports.
4. Support an individual working toward addiction recovery and/or mental wellness.
 - a. Assist in accessing 12 step programs, support groups, and other resources available in the community as requested by the youth/young adult.
5. Support youth/young adults who may be involved in the child welfare, corrections, juvenile justice, or addictions systems.
6. Assist and support individuals in developing community and peer support networks.
7. Address other issues as identified by the youth/young adult.
8. Outreach to youth/young adults receiving services from the COUNTY's mental health clinics and other mental health providers within the COUNTY network, residential care facilities, schools,

Juvenile Justice, Oregon Youth Authority, Child Welfare, and other systems and agencies that serve youth/young adults in transition.

9. Participate at various meetings, committees and councils facilitated by COUNTY and other community partners.

C. Standards of Work

1. Peer Support staff will use a whole health approach not only addressing issues of addiction and mental health, but spiritual and physical health as requested by the youth/young adult.
2. When working one-on-one with a youth/young adult, write a brief note per service provided, describing the service provided and incorporating the forty Developmental Assets as appropriate.
3. Provide administrative and operational oversight of Peer Support staff that includes training, schedule coordination, and supervision.

D. Data Collection

CONTRACTOR will collect data from people served under this contract. Both parties acknowledge that data collection may not always be possible i.e. incorrect contact information, people exercising privacy rights, people not returning to the site for services, etc.

EXHIBIT B
REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit a report of individuals participating in the services provided under this contract. Information in the report shall include:
1. Total number of participants served this quarter
 2. Number of participants involved with child welfare
 3. Number of participants involved with Juvenile Justice/Oregon Youth Authority/Corrections
 4. Number of participants who have received or are receiving mental health services
 5. Number of participants enrolled in Oregon Health Plan
 6. Number of participants who are homeless
 7. Number of participants who concluded support services provided through this agreement
- B. CONTRACTOR shall submit a report summarizing the experience of services provided as reported by individuals served. Information included in this report shall include, but is not limited to, the following indicators:
1. Number of youth/young adult participants who completed a youth-driven/person-centered planning process
 2. Number of youth/young adult participants who feel support services have contributed to their success
 3. Number of youth/young adult participants who feel their quality of life has improved overall
 6. Number of youth/young adult participants who feel there has been an increase in overall wellness (whole health)
 7. Number of youth/young adult participants who feel there been an increase in natural supports
- C. CONTRACTOR shall report the number of trainings provided during the quarter. Information included in this report shall include, but is not limited to, the following:
1. Number of continuing education or training programs provided for Young Adult Support Specialists and/or Navigators
 2. Number of outreach activities conducted to inform community partners and referral sources about the role of Youth M.O.V.E.
 3. Number of workshops, presentations, or support groups for youth/young adults within the COUNTY

D. Submit reports to COUNTY as follows:

- | | | |
|-------------|--------------------------------|----------------------|
| • Quarter 1 | July, 2013 – September, 2013 | Due October 31, 2013 |
| • Quarter 2 | October, 2013 – December, 2013 | Due January 31, 2014 |
| • Quarter 1 | January, 2014 – March, 2014 | Due April 30, 2014 |
| • Quarter 2 | April, 2014 – June, 2014 | Due July 31, 2014 |

Mail reports to:

Clackamas County Behavioral Health Division
Attn: Ally Linfoot
2051 Kaen Road, # 367
Oregon City, OR 97045

Or submit via e-mail to alinfoot@clackamas.us

EXHIBIT D

MATCHING FUNDS REQUIREMENTS

CONTRACTOR shall acquire matching funds equal to 25% of the total amount of contract with COUNTY. See Exhibit D for definitions and reporting requirements.

Cash Match

Definition: Cash contributions provided by an individual or organization for which documentation can be provided of a cash transaction by the applicant, project sponsors, or partners. A cash match contribution must be specific to the deliverables of the contract.

Documentation: For cash matches, contractors are required to provide documentation of the cash transaction. Receipts verifying the receipt of cash; reports that document payments by the contractor with line items in the expenditure section specific to matching fund expenditures; invoices for expenditures covered by other funds (grants, contracts, etc.).

In-Kind Match

Definition: In-kind contributions are project-specific contributions of a service or product provided by an individual or organization where the cost cannot be tracked back to a cash transaction. In-kind expenses generally involve donated labor, equipment or materials.

Documentation: Recipients are only required to provide a summary of their in-kind match and indicate the basis for their calculations for donated labor, equipment, material or other costs.

Matching Funds Reporting

A matching funds summary must be included in the final report due at the end of the contract cycle. This report should clearly indicate expenses that have been covered as a cash or in-kind match during the term of the contract. This report must also include the matching funds expended in meeting the deliverables of this contract during the term of the contract.

EXHIBIT E

PERFORMANCE STANDARDS

A. General Performance Standards

1. CONTRACTOR ensures that all staff employed or contracted by CONTRACTOR who provide services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.
2. CONTRACTOR assures that all of CONTRACTOR's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. CONTRACTOR shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

B. Staff

CONTRACTOR will provide the following for all staff who are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System; and
- Appropriate education and academic degrees;
- Licenses or certificates, as required;
- Relevant work history or qualifications;

C. Monitoring

COUNTY shall monitor services provided by CONTRACTOR and has the right to require CONTRACTOR's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

COUNTY may conduct compliance monitoring related to this agreement. CONTRACTOR shall cooperate with COUNTY in such monitoring. COUNTY shall provide CONTRACTOR twenty (20) business days written notice of any agreement compliance monitoring activity that requires any action or cooperation by CONTRACTOR. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

D. Miscellaneous Federal Provisions

CONTRACTOR shall comply with all Federal laws, regulations, and executive orders applicable to this agreement or to the delivery of Services. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this agreement, and as they are amended from time to time: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of Federal civil rights and rehabilitation statutes, rules and regulations, (j) all Federal law governing operation of Community Mental Health Programs, including without limitation, all Federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they

are applicable to the agreement and required by law to be so incorporated. No Federal funds may be used to provide Covered Services in violation of 42 USC 14402.

E. Abuse Reporting

CONTRACTOR shall comply with all processes and procedures of abuse reporting, investigations, and protective services as described in ORS 430.735 through 430.768, "Abuse Reporting for adults with mental illness or developmental abilities", and OAR 943-045-0250 through 943-045-0370, "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

F. Confidentiality

CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.

EXHIBIT E
 INVOICE TEMPLATE

INVOICE

Date: _____

Youth M.O.V.E. Oregon
 72A Centennial Loop, Suite 150
 Salem, OR 97401
 Phone: (541) 606-1514

To: Clackamas County Behavioral Health Division
 Attention: Peer Services Coordinator
 2051 Kaen Road, # 367
 Oregon City, Oregon 97045
 Direct Line: (503)742-5951
 Fax: (503)742-5352

Contract # 6268

[REDACTED]
Month-Year

DATES OF SERVICE	SERVICE DESCRIPTION	LINE TOTAL
		\$

COPY

Cindy Becker
Director

June 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #01 to the Intergovernmental Agreement with the State of Oregon, for
the Citizen Alien Waived Emergent Medical (CAWEM) Prenatal Expansion Program

Purpose/Outcomes	Clackamas County partners with Benton, Lane, Lincoln, and Multnomah Counties to improve the availability of prenatal care by helping the state meet matching fund obligations to capture Title XXI federal funds.
Dollar Amount and Fiscal Impact	Contract is increased by \$342,298. Bringing the maximum value to \$1,285,512.
Funding Source	The entire contract amount of \$342,298 will be paid by County General Funds
Safety Impact	NONE
Duration	Effective July 01, 2013 and terminates on June 30, 2014
Previous Board Action	The Board last reviewed and approved this agreement on June 16, 2011 agenda item 061611-A6.
Contact Person	David Edwards, FQHC Director – 503-742-5325
Contract No.	CH-12-11/12

BACKGROUND:

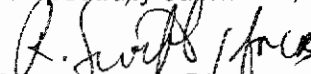
The agreement allows Clackamas County to participate in a project along with Benton, Lane, Lincoln, and Multnomah Counties. The partnership will improve the availability of prenatal care for mothers who are eligible for the CAWEM Program. Services will influence health outcomes for both mother and child as well as mitigate adverse outcomes of high-risk pregnancies.

Clackamas County will contribute a portion of County General Funds that have been designated in the approved budget for Primary Care Services, Beaver Creek Clinic. In addition, these funds will help the State meet matching fund obligations associated with capturing Title XXI federal funds for the program. County Counsel approved this amendment on June 18, 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

Agreement Number 135210

**Amendment to
State of Oregon
Intergovernmental Agreement
CAWEM Prenatal Expansion Program**

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

This is amendment number **1** to Agreement Number **135210** between the State of Oregon, acting by and through the Oregon Health Authority, hereinafter referred to as “OHA” and

**Clackamas County
acting by and through its Clackamas County Community Health Division
Attn: Jeanne Weber
2051 Kaen Road, Suite 367
Oregon City, Oregon 97045
Phone: (503) 742-5350
Fax: (503) 742-5311
Email: jweber2@co.clackamas.or.us**

hereinafter referred to as “County.”

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Section 1, “Background” is amended as follows: All references to “2011-2013” are amended to read “2011-2013 and 2013-2015”.
 - b. Section 4, “Consideration” is hereby amended as follows (language to be deleted or replaced is ~~struck through~~; **new language is underlined and bold**):

“4. **CONSIDERATION.**

- a. **For the agreement period beginning July 1, 2011 to June 30, 2013,** County agrees to provide financial assistance in the amount of 1.73 percent of the total funds expended for CWX benefit package services to County residents eligible

for the CAWEM Prenatal Expansion Program for the period of this Agreement. This amount is estimated to be approximately \$139,000.00 for the agreement period. These funds will help OHA meet matching fund obligations associated with capturing Title XXI federal funds for the program.

OHA will invoice County in the amount of \$139,000.00 within 15 days of final execution of this agreement. County will pay the invoiced amount of \$139,000.00 within 10 days of the date of the OHA invoice. OHA will track expenditures and report to County on a quarterly basis. At such time as all expenditures and County contributions under this agreement are reconciled, County shall be reimbursed any funds contributed in excess of County's obligation or invoiced for any funds owed.

- b. For the agreement period beginning July 1, 2013 to June 30, 2015, County agrees to provide financial assistance in the amount of 3.60 percent of the total funds expended for CWX benefit package services to County residents eligible for the CAWEM Prenatal Expansion Program for the period of this Agreement. This amount is estimated to be approximately \$171,149.00 for the Agreement period. These funds will help OHA meet matching fund obligations associated with capturing Title XXI federal funds for the program.**

OHA will invoice County in the amount of \$120,218.00 (the estimated amount less \$50,931.00 in excess funds from prior agreement periods between April 1, 2008 and June 30, 2011) within 15 days of final execution of this Agreement. County will pay the invoiced amount of \$120,218.00 within 10 days of the date of OHA's invoice. At such time as all expenditures and County contributions under this Agreement are reconciled, County will be invoiced for any additional funds owing under this Agreement, and any funds contributed in excess of County's obligation under this Agreement will be applied to offset future CAWEM Prenatal Expansion Program obligations of County as may be agreed upon between OHA and County. If County is not a participating county as of July 1, 2017, and no CAWEM contract is executed between County and OHA at that time, County shall be reimbursed any excess funds contributed by County under this Agreement.

OHA will provide County not less than 30 days' notice if during the term of the Agreement, OHA determines that additional County financial assistance will be required to cover expenditures for the program in the County for the duration of the Agreement period, OHA will invoice County within 15 days of the notice and provide 10 days from the date of the invoice for County to pay the invoiced amount. County agrees that the total County contribution under this Agreement will not exceed ~~\$943,214.00~~ **\$342,298.00** which is twice the estimated County cost of the program. County acknowledges good and valuable consideration from OHA, the receipt and sufficiency of which is hereby acknowledged.

~~County additionally agrees to provide financial assistance for dental care for Title XXI eligible children in Oregon in the amount of \$665,214.00.~~

~~DHS will invoice County in the amount of \$665,214.00 for dental care for Title XXI eligible children within 15 days of final execution of this amended contract. County will pay the invoiced amount of \$665,214.00 in a lump sum within 10 days of the date of the DHS' invoice or pay at least one eighth of the invoiced amount and will request DHS to pro rate County's remaining obligation on a quarterly basis. DHS will pro rate County's remaining balance related to dental services for children and subsequently invoice County for payments related to all contract elements at least 20 days prior to the first day of each quarterly period. County agrees to pay DHS the quarterly amount invoiced within 10 of the date of the invoice. County agrees that no reconciliation of expenses and payments related to children's dental services shall be required. No later than six months after the expiration date of this Agreement, DHS will produce a report of total funds expended during the period of the Agreement for dental services for Title XXI children in Oregon, broken out by state, federal and other funds. The report will demonstrate the utilization of County's contributions in meeting a portion of the required State match associated with providing dental services to Title XXI eligible children in Oregon. Should state general fund expenditures not exceed County's contribution, any excess funds contributed by County shall be refunded to County.~~

~~DHS and County agree that County's responsibility for funding for dental care for Title XXI eligible children in Oregon is limited to, and shall not exceed, \$665,214.00 for dental services for Title XXI eligible children for the period of this agreement. County acknowledges good and valuable consideration from DHS, the receipt and sufficiency of which is hereby acknowledged."~~

- c. EXHIBIT A, Part 2, Statement of Work, Section 1. OHA Responsibilities, is hereby amended as follows (language to be deleted or replaced is ~~struck through~~; **new language is underlined and bold**):

"1. OHA responsibilities: OHA'S responsibility under this Agreement is contingent upon OHA having sufficient expenditure authority and receiving sufficient funds from County to meet state matching fund obligations associated with capturing Title XXI federal funds. This County funding responsibility is reflected in OHA's 2011-2013 **and 2013-2015** expenditure authority for the program."

- d. EXHIBIT A, Part 2, Statement of Work, Section 2. County Responsibilities, sub-section a. only is hereby amended as follows (language to be deleted or replaced is ~~struck through~~; **new language is underlined and bold**):

"a. County agrees to provide financial assistance with state matching fund obligations associated with capturing Title XXI federal funds for the purpose of providing CWX benefit package services to an eligible resident of the County during the period of eligibility as determined by OHA. The County's financial responsibility is not limited to services provided by providers employed by or under agreement with the County; the financial responsibility

includes all covered services within the benefit package provided by a DMAP enrolled provider to an eligible county resident participating in the program. This county funding responsibility is reflected in OHA's 2011-2013 ~~and 2013-2015~~ expenditure authority for the program."

- e. EXHIBIT A, Part 2, Statement of Work, Section 3. Shared Responsibilities of the Parties, sub-section b. only is amended as follows (language to be deleted or replaced is ~~struck through~~; **new language is underlined and bold**):

"b. This program is presently limited by funding and/or expenditure authority, through ~~June 30, 2013~~**June 30, 2015**. Unless additional funding and/or expenditure authority are obtained for the program, OHA and County agree to begin discussion in ~~January 2013~~**January 2015** to develop a plan to begin phase-out of services in a manner that minimizes disruption of health care services within funding limitations."

- f. EXHIBIT A, Part 3, Payment and Financial Reporting, Section 4. is hereby amended as follows (language to be deleted or replaced is ~~struck through~~; **new language is underlined and bold**):

"4. Any financial obligations accruing to either OHA or County will survive the expiration date of this Agreement. After the expiration date of the Agreement, there will be a period of reconciliation not to exceed ~~one year~~**18 months**. ~~Within 30 days of the date when all expenses and payments have been finalized and are reconciled, OHA will refund to the County amounts that can be determined not to have been expended for the purposes of the Agreement or will notify and invoice County for any funds determined to have been expended for the purposes of this Agreement and not previously remitted by County. At such time as all expenditures and County contributions under this Agreement are reconciled, County will be invoiced for any additional funds owing under this Agreement, and any funds contributed in excess of County's obligation under this Agreement will be applied to offset future CAWEM Prenatal Expansion Program obligations of County as may be agreed upon between OHA and County. If County is not a participating county as of July 1, 2017, and no CAWEM contract is executed between County and OHA at that time, County shall be reimbursed any excess funds contributed by County under this Agreement.~~ County will remit to OHA any funds invoiced within 10 days of the date of the invoice."

- g. EXHIBIT A, Part 3, Payment and Financial Reporting, Section 5. is hereby deleted in its entirety.

3. Certification:

- a. County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited

4. **County Data.** County shall provide current information as required below. This information is requested pursuant to ORS 305.385.

Please print or type the following information:

County Name (exactly as filed with the IRS):

Clackamas County

Street address: 2051 Kaen Rd.

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

Email address: DwayneK@co.clackamas.or.us

Telephone: (503) 655-8576 **Fax:** (503) 742-5478

Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: Self-Insured

Policy #: _____ **Expiration Date:** _____

COUNTY SHALL PROVIDE PROOF OF INSURANCE UPON REQUEST BY OHA OR OHA DESIGNEE.

5. Signatures.

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

Clackamas County acting by and through its Clackamas County Health Department (County)

By:

Authorized Signature	Title	Date
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State of Oregon, acting by and through its Oregon Health Authority (OHA)

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

Approved by Senior AAG Jeffrey J. Wahl by email on June 11, 2013. A copy of the emailed approval is on file at OCP.

OHA, DMAP / Policy and Planning (Program Review)

By:

Daneka Karma, Medicaid Policy Analyst, by email on June 11, 2013.

Office of Contracts and Procurement (OCP Review)

By:

Phillip G. McCoy, OPBC, OCAC	Contract Specialist	Date
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COPY

Cindy Becker
Director

June 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of new revenue Intergovernmental Agreement with the City of Lake Oswego, for
Medical Direction for the Fire Department and Communications Center.

Purpose/Outcomes	This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Lake Oswego Fire Department (LOFD) and Lake Oswego Communications Center (LOCOM).
Dollar Amount and Fiscal Impact	Contract maximum value is \$12,000.
Funding Source	Emergency Medical Services Coordination – No County General Funds will be used.
Safety Impact	Ensure proper licensure, knowledge and skill to perform services.
Duration	Effective July 01, 2013 and terminates on June 30, 2014
Previous Board Action	The Board of County Commissioners has not reviewed this agreement previously.
Contact Person	Dana Lord, Interim Public Health Director – 503-655-8405
Contract No.	6298

BACKGROUND:

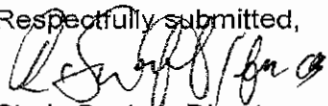
This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Lake Oswego Fire Department (LOFD) and Lake Oswego Communications Center (LOCOM) such as, developing a program to ensure LOFD meets the state requirements and to establish performance standards. This agreement will ensure that LOFD first responders meet requirements and protocols for the provision of EMS care.

This contract is effective July 1, 2013 and continues through June 30, 2014. This contract has been reviewed and approved by County Counsel on June 18, 2013.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352
www.clackamas.us/community_health

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND
THE CITY OF LAKE OSWEGO**

1. Purpose

- A. This Agreement is entered into between the Clackamas County (County) and the City of Lake Oswego (City) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Lake Oswego Fire Department (LOFD) and Lake Oswego Communications Center (LOCOM).

2. Scope of Cooperation

A. County agrees to:

- 1. Assign a mutually agreed upon physician to provide Medical Director Services to LOFD and LOCOM.
- 2. Meet with LOFD personnel on a mutually agreed upon schedule to develop a program to:
 - a. Ensure that LOFD EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and LOFD.
 - b. Evaluate each EMS Provider's skill performance annually.
 - c. Provide case reviews.
 - d. Oversee and direct training courses.
 - e. Oversee and direct a quality improvement program.
- 3. Provide medical direction and approval of Priority Dispatch Cards and case reviews for LOCOM dispatchers.
- 4. Oversee the maintenance, use, and documentation of all Automatic External Defibrillators (AEDs) provided for use by the City of Lake Oswego, in accordance with Federal and State regulations.
- 5. Provide contact information so that LOFD personnel can contact assigned Medical Director (or designee) in a timely manner.

B. City agrees to:

- 1. Meet with County personnel on a mutually agreed upon schedule to

INTERGOVERNMENTAL AGREEMENT

develop a program to:

- a. Ensure that LOFD EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and LOFD.
 - b. Evaluate each EMS Provider's skill performance annually.
 - c. Provide case reviews.
 - d. Oversee and direct training courses.
 - e. Oversee and direct a quality improvement program.
2. Provide an EMS Coordinator to:
- a. Coordinate training exercises and skill monitoring.
 - b. Maintain a computerized CQI database of all procedures and relevant training for all EMS providers.
 - c. Coordinate case reviews and necessary training for LOCOM dispatchers.
 - d. Provide periodic reports to guide training efforts.
 - e. Organize the classes and locations, obtain instructors, and will notify Medical Director at least two (2) months in advance of the class as to Medical Director's role in said courses.
3. City further agrees to the following regarding the authority of the Medical Director:
- a. The City will not permit its EMS Providers to practice at a level other than that approved by Medical Director.
 - b. LOFD personnel will not practice under the medical direction or protocol of any physician other than the one assigned by mutual agreement with the exception of on-line medical control or direct in-person physician supervision provided during patient encounters.
 - c. As per ORS 682-245, Medical Director has the final decision with respect to the standing orders and written authorization to provide EMS care by LOFD Department personnel.
 - d. Medical Director may require specific remedial action to correct deficiencies noted in the continuous quality improvement process, or identified violations of federal, state and local laws or regulations.
 - e. County is not an employer of its EMTs, and acknowledges that no employment relationship exists between County and the EMTs employed by the City.

INTERGOVERNMENTAL AGREEMENT

3. Compensation

- A. City will pay to County an amount not to exceed \$ 12,000.00 for services described in section 2A. Payments shall be requested and made as follows:

Payment of \$1,000.00 will be requested monthly by invoice from County. Payment will be made by City within 30 days of receipt of invoice.

- B. All checks shall be made payable to Clackamas County and mailed to the following address:

Clackamas County Finance
Attn: Cheryl Bowen, Accounts Receivable
2051 Kaen Road
Oregon City, OR 97045

4. Liaison Responsibility

Liaison from City will be:

Ed Wilson, Chief, Lake Oswego Fire Department
PO Box 369, Lake Oswego, OR 97034
(503) 697-7410
ewilson@ci.oswego.or.us

Liaison from County will be:

Larry MacDaniels
2051 Kaen Road, Oregon City, OR 97045
(503) 655-8256
larrymac@co.clackamas.or.us

5. Other Terms

- A. Compliance with Laws. County and City agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment. This agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties. This agreement may be amended at any time with the written agreement of both parties.
- D. Indemnification and Hold Harmless. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and

INTERGOVERNMENTAL AGREEMENT

indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

- E. Notice of Litigation. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- F. Insurance. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

6. Term of Agreement

- A. The term of this agreement is a period beginning when it becomes effective and ending one year later. City may elect to renew this Agreement upon the same terms and conditions for additional one-year periods. Renewal shall occur upon written notice to Contractor not sooner than 120 days nor later than 60 days prior to the completion date stated above, and the same date of each year thereafter for which the Agreement is renewed.

7. Termination

- A. This agreement may be terminated by either party upon 30 days written notice.
- B. This agreement may be terminated at any time for nonperformance of any material term of this agreement.
- C. This agreement may be terminated at any time by mutual agreement of the County and the City.

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// (Signature block on next page)

INTERGOVERNMENTAL AGREEMENT

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS

CITY OF LAKE OSWEGO

John Ludlow, Chair

Tom Coffee

Tom Coffee, City Manager

Attest: _____
Mary Raethke, Recording Secretary

Date: _____

Date: 6-12-13

APPROVED AS TO FORM

APPROVED AS TO FORM

David W. Anderson

County Counsel

Sam J. Boone
6/10/2013 10:50:50 AM

Deputy City Attorney

COPY

Cindy Becker
Director

June 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a renewal Intergovernmental Agreement with Washington County, for the Cities
Readiness Initiative Program

Purpose/Outcomes	Clackamas County H3S has been named to receive funding for the Cities Readiness Initiative (CRI) Program administered by Washington County.
Dollar Amount and Fiscal Impact	Contract maximum value is \$11,813.00
Funding Source	No County General Funds are involved.
Safety Impact	The ability of large urban areas to be ready for all-hazards events.
Duration	Effective July 01, 2013 and terminates on June 30, 2014
Previous Board Action	The Board last reviewed and approved this agreement on October 11, 2012 agenda item 101112-A2.
Contact Person	Dana Lord, Interim Public Health Director – 503-655-8405
Contract No.	6272

BACKGROUND:

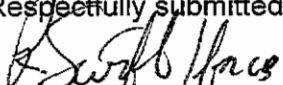
CRI is a nationwide program designed to help large urban areas create plans to administer medicine or chemical agents for the purpose of disease prevention to 100% of their populations. The State of Oregon contracts these funds to Washington County who administers this program on the State's behalf. The Portland Metropolitan CRI program is in its ninth year and the region includes Clackamas, Clark, Columbia, Multnomah, Skamania, Washington and Yamhill counties.

This contract is effective July 1, 2013 and continues through June 30, 2014. This contract has been reviewed and approved by County Counsel on June 17, 2013.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2013, or upon final signature, whichever is later.

The expiration date is: June 30, 2014; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by a party by providing _____ (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Jurisdiction

Signature

Date

Printed Name

Title

Address: _____

WASHINGTON COUNTY:

Signature

Date

Printed Name

Title

Address:

155 North First Avenue
Mail Stop # 4
Hillsboro, OR 97124

Attachment A
Statement of Work and Payment Terms
2013-2014

PURPOSE: Clackamas County Health, Housing and Human Services (CCHHHS) has been named to receive funding for the Cities Readiness Initiative (CRI) program which is administered by Washington County. The requirements in this Statement of Work reflect the requirements set by the Oregon Health Authority in the CRI Program Element 02 (PE-02) for Washington County (Coordinating LPHA) and all CRI local health departments (LHD).

BACKGROUND: CRI is a nationwide program designed to ready large urban areas for medical countermeasure distribution and dispensing (MCMDD) for all-hazards events. This includes the ability of jurisdictions to develop capabilities for U.S. cities to respond to a large-scale biologic attack, with anthrax as the primary threat consideration. The Portland Metropolitan CRI program is in its ninth year and the region includes Clackamas, Clark, Columbia, Multnomah, Skamania, Washington and Yamhill counties. Funding for the CRI program flows from the Centers for Disease Control and Prevention (CDC) to the Oregon Health Authority (OHA) to Washington County. Washington County administers and houses the CRI program and staff. Although housed in Washington County, the CRI staff report to the public health preparedness coordinators, public health administrators and health officers in each of the region's counties.

Program Element #02: Cities Readiness Initiative (CRI) Program

1. **Description.** Funds provided to Local Public Health Authorities (LPHA) under this Agreement for the Cities Readiness Initiative (CRI) Program may only be used in accordance with, and subject to, the requirements and limitations set forth below. This Agreement is between the Oregon Health Authority (OHA) and Washington County Local Public Health Authority (Coordinating LPHA). Requirements for each Oregon county in the CRI Region (CRI LPHAs) are established through an intergovernmental agreement (IGA) or contract with Coordinating LPHA. The CRI Program focuses on plans and procedures that support medical countermeasure distribution and dispensing for all-hazards events including the capability to respond to a large-scale biologic attack with anthrax as the primary threat consideration.
2. **Definitions Specific to CRI Programs.**
 - a. Annual Technical Assistance Review (TAR): The yearly evaluation of an LPHA's CRI Program materials, products, plans, exercises, and activities conducted by a team of federal, state, and local preparedness staff using a worksheet developed by federal and state program partners.
 - b. Centers for Disease Control and Prevention (CDC): The nation's lead public health agency, which is one of the major operating components of the U.S. Department of Health and Human Services.
 - c. Department of Homeland Security: The federal agency responsible for protecting the United States territory from terrorist attacks and responding to natural disasters.
 - d. Division of the Strategic National Stockpile (DSNS): The CDC program that manages the Strategic National Stockpile Program
 - e. DSNS Drills: A set of eight drills, divided into two suites, developed by the RAND Corporation for the CDC's Division of the Strategic National Stockpile. The first suite consists of three drills that address decision-making processes: a resource allocation game, a distribution tool intended

to be used as a tabletop exercise, and a decision-making evaluation tool. The second suite of drills includes staff call down, site activation, facility set-up, pick-list generation, and dispensing and/or modeling of throughput.

- f. DSNS Local Technical Assistance Review Tool: A worksheet developed by federal and state program partners to evaluate and score local mass dispensing plans and capabilities.
- g. Capability Performance Measure Analysis: An assessment of the difference between prescribed CDC capabilities organized by function and current local capabilities using an evaluation tool developed by the HSPRP.
- h. Homeland Security Exercise and Evaluation Program (HSEEP): The Homeland Security Exercise and Evaluation Program is a capabilities and performance-based program that provides a standardized policy, methodology, and language for designing, developing, conducting, and evaluating all exercises.
- i. Local Public Health Authority (LPHA): A county government or a health district created under ORS 431.414 or a person or agency that a county or health district has contracted with to act as the local public health authority.
- j. Mass: A large but non-specific amount or number.
- k. National Incident Management System (NIMS): The federal Department of Homeland Security's system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter the cause, size or complexity. More information can be viewed at <http://www.fema.gov/emergency/nims/index.shtm>.
- l. Planned Responder: Community organizations with a written or implied role in the response to a public health emergency (e.g. hospitals and First Responders).
- m. Point of Dispensing (POD) Site: A site such as a high school gymnasium at which prophylactic medications are dispensed to the public.
- n. Portland Metro Cities Readiness Initiative Program Area (CRI): The Cities Readiness Initiative is a CDC program that aids cities and metropolitan areas in increasing their capacity to receive and dispense medicines and medical supplies during a large-scale public health emergency such as a bioterrorism attack. The counties forming the Portland CRI Program Area are Clackamas, Washington, Multnomah, Columbia, and Yamhill LPHAs in Oregon, and Clark and Skamania LPHAs in Washington State. Washington State is responsible for all CRI activities and funding for the Clark County LPHA and Skamania County LPHA. Additional information about the CRI Program and the cooperative agreement "Guidance for Public Health Emergency Preparedness" is viewable at <http://www.cdc.gov/phpr/coopagreement.htm>.
- o. Prophylaxis: Measures designed to preserve the health of an individual or society and prevent the spread of disease.
- p. Push Partner: A community organization that is trained, willing, and able to assist in a public health emergency.

- q. **Push Partner Registry**: A registry of community organizations that are trained, willing, and able to assist in a public health emergency.
- r. **Public Health Preparedness Capabilities**: A national set of standards, created by the CDC, for public health preparedness capability-based planning that will assist state and local planners in identifying gaps in preparedness, determining the specific jurisdictional priorities, and developing plans for building and sustaining response capabilities.
- s. **Strategic National Stockpile (SNS)**: A CDC program developed to provide: 1.) rapid delivery of a broad spectrum of pharmaceuticals, medical supplies, and equipment for an ill-defined threat in the early hours of an event; 2.) shipments of specific items when a specific threat is known; and 3.) technical assistance to distribute SNS material. SNS program support includes the 12-hour Push Pack, stockpile and vendor managed inventory, vaccines, federal buying power, and Federal Medical Stations.

3. General Requirements. All services and activities supported in whole or in part with funds provided under this Agreement shall be delivered or conducted in accordance with the following requirements:

- a. **Non-Supplantation**. Funds provided under this Agreement shall not be used to supplant state, local, other non-federal, or other federal funds.
- b. **Audit Requirements**. In accordance with federal guidance, each county receiving funds shall audit its expenditures of CRI Program funding not less than once every two years. Such audits shall be conducted by an entity independent of the county and in accordance with the federal Office of Management and Budget Circular A-133. Audit reports shall be sent to the OHA, who will provide them to the CDC. Failure to conduct an audit or expenditures made not in accordance with the CRI Program guidance and grants management policy may result in a requirement to repay funds to the federal treasury or the withholding of funds.
- c. **CRI Coordinator**. CRI LPHAs, shall identify a CRI Coordinator. The CRI Coordinator will be the Oregon Health Authority's chief point of contact for CRI Program.

4. General Budget and Expense Reporting.

- a. Example CRI Budget documents are set forth as Attachment 1 to this PE and incorporated herein by this reference. They are also available for download as an Excel[®] file from the HAN document library at: <https://oregonhealthnetwork.org/default.aspx>. The Coordinating LPHA shall meet the following budget reporting requirements using the aforementioned document:
 - i. Submit a budget to OHA by October 31 of each year using actual award amounts and detailing expected costs of operating the CRI program during the period of July 1 through June 30 of each year. The budget shall include budgets from each CRI LPHA detailing expected costs associated with the CRI program and matching their allocation.
 - ii. Coordinating LPHA shall submit to OHA by February 15 of each year, the actual expense-to-budget report for the period of July 1, through December 31.
 - iii. Coordinating LPHA shall provide to the OHA by August 31 of each year, the actual expense-to-budget report for the period of July 1 through June 30. The budget and expense to budget Excel file set forth in Attachment 1 shall be the only form used to satisfy this requirement. All equipment purchases of \$5,000 or more that use CRI funds will be identified in this budget report.

- b. The award of funds under this Agreement to the Coordinating LPHA shall include funds to assist in the implementation of the CRI Program requirements as outlined in this Agreement throughout the CRI Program Area. Coordinating LPHA shall use a portion of the CRI award to fund a CRI Coordinator position who will work under guidance from the CRI LPHAs.
- c. Coordinating LPHA shall hold, at minimum, quarterly CRI Team meetings that include, at minimum, the CRI Program Coordinator, a representative from each CRI LPHA and the State SNS Coordinator.
- d. Coordinating LPHA will finalize an IGA, or contract, with each CRI LPHA that describes how funding will be provided and includes the requirements and performance measures that must be met.
- e. Coordinating LPHA will reallocate any unspent funds awarded to a CRI LPHA that have not been spent or obligated by 60 days prior to the end of the grant period.
- f. Coordinating LPHA will return to OHA for reallocation to projects that support CRI objectives any funds not spent or obligated by 45 days prior to end of the grant period.
- g. Intergovernmental Agreement (IGA) or Contract. Coordinating LPHA will develop an IGA, or contract, between itself and all Oregon CRI LPHAs. The IGA, or contract, will incorporate all requirements of Program Element 02 CRI program measures.

5. CRI Work Plan and Other Reporting Requirements.

- a. Coordinating LPHA shall submit a work plan to the State SNS Coordinator and CRI LPHAs by August 15 that presents objectives and related activities, identifies responsible parties, and establishes timelines for the CRI Program Area. The work plan shall be created with input from all CRI LPHA and approved by the State SNS Program, and must include objectives to:
 - i. Enable each CRI LPHA to achieve a local TAR score of 69 or higher by providing the documentation required in the TAR;
 - ii. Enable each CRI LPHA to meet POD Standards
 - iii. Enable each CRI LPHA to meet exercise requirements; and
 - iv. Provide programmatic and fiscal oversight responsibilities.
 - v. Engage with and assist each LHD in completing the applicable sections of the capability performance measure analysis using an evaluation tool developed by the HSPRP.
- b. Coordinating LPHA shall submit semi-annual one-page summary reports from each CRI LPHA, and the CRI program, to the State SNS Coordinator. These reports shall provide updates on CRI Program activities, and are due by February 15 and August 31.
- c. Coordinating LPHA shall provide other reports about the CRI Program as the OHA may reasonably request from time to time.
- d. Annual Technical Assistance Review (TAR). Each CRI LPHA shall coordinate an annual TAR and include, at a minimum, the following invitees: local CRI program representative, local law enforcement, local emergency management, and the OHA. The local TAR tool shall serve as the

evaluation tool. Completed local TAR tools and supporting documentation for each TAR must be submitted to the State SNS Coordinator 21 days prior to review date. The TAR tool review meeting is to be completed prior to April 1 of each year.

Performance Measure 0.1 Each CRI LPHA shall satisfactorily complete TAR tool, submit supporting documents to State SNS Coordinator and conduct the review meeting before April 1 each year. A minimum score of 69 must be achieved.

- e. **Exercise Requirements.** Each CRI LPHA shall develop and conduct an exercise program that tests medical countermeasure dispensing related emergency response plans and adheres to HSEEP standards including an after action report, improvement plan and exercise evaluation guide. Each CRI LPHA must complete the following exercises:

Three of the eight DSNS drills by April 1, unless given specific permission for extension by SNS Coordinator. Documentation of the three required drills must be submitted to the SNS and CRI Program Coordinators no later than April 15, unless given specific permission for extension by SNS Coordinator, and must consist of an after action report for the Decision Making Tool and RSS Supply Chain Management Games and the standardized data collection tools for all other drills.

Performance Measure 0.2 Each CRI LPHA shall satisfactorily execute and submit appropriate documentation to the Coordinating LPHA for 3 different DSNS drills before April 1, unless given specific permission for extension by SNS Coordinator, each year. Coordinating LPHA will submit to SNS Coordinator for submission to CDC through web based portal. These drills can be used to meet the requirements set forth in PM 1.3 and 8.5.

6. **Public Health Preparedness Capabilities Requirements:** The capabilities, functions and tasks below match the corresponding capabilities, functions, and tasks in the Public Health Preparedness Capabilities which can be found at <http://www.cdc.gov/phpr/capabilities/>. Where possible the CRI Program will support the CDC and Oregon Hospital Preparedness Program priority capabilities which can be found in Program Element #12 "Public Health Emergency Preparedness Program (PHEP)" to the current Public Health Financial Assistance Agreement series between LPHAs and the Oregon Health Authority (OHA).

Capability 1: Community Preparedness.

- **Function 2: Build community partnerships to support health preparedness.**
- **Task 2.** Create and implement strategies for ongoing engagement with community partners who may be able to provide services to mitigate identified public health threats or incidents.

Performance Measure 1.1 By June 30, each CRI LPHA will provide a list of community partner agencies enrolled in the Push Partner Registry that shows an increased membership over the last 12 month period. This list will be organized by type (planned responder, vulnerable population, private business, etc.) and size rather than formal organization names and will be a list through which public health messages can be disseminated.

- **Function 3: Engage with community organizations to foster public health, medical and mental/behavioral health social networks.**

- **Task 1.** CRI LPHAs shall develop all-hazard messages to be disseminated through Push Partner agencies to their constituencies.

Performance Measure 1.2 CRI LPHAs shall, at least once annually, disseminate a preparedness or public health message and include a request for an update of contact information to the partners identified in Performance Measure (PM) 1.1.

- **Function 4: Coordinate training or guidance to ensure community engagement in preparedness efforts.**
- **Task 2.** Promote training to community partners that may have a supporting role to public health, medical, and mental/ behavioral health sectors.

Performance Measure 1.3 CRI LPHAs shall, at least once annually, offer a Push Partner orientation for new Push Partners. This can be met with regionally coordinated trainings.

Capability 8: Medical Countermeasure (MCM) Dispensing.

- **Function 1: Identify and initiate medical countermeasure dispensing strategies.**
- **Task 2.** Prior to an incident, and if applicable during an incident, engage private sector, local, state, regional, and federal partners, as appropriate to the incident, to identify and fill required response roles.

Performance Measure 8.1 CRI LPHAs shall, at least once annually, provide training for POD management teams. This can be met with regionally coordinated trainings.

- **Function 2: Receive Medical Countermeasures.** Identify dispensing sites and/or intermediary distribution sites and prepare these modalities to receive medical countermeasures in a time frame applicable to the agent or exposure.
- **Task 3.** Identify and notify any intermediary distribution sites based on the needs of the incident.

Performance Measure 8.4 By June 30, conduct an activation drill for public and/or private (Push Partner) PODs. If you want to use this PM to meet one of the 3 required drills, you must complete prior to April 1, unless given specific permission for extension by SNS Coordinator.

Performance Measure 8.5 By April 1, each CRI LPHA shall submit updated POD Standards data collection sheet that includes all public PODs and Push Partner Registry numbers required to serve 100% of the population. Data collection sheet will be provided by OHA.

- **Task 3.** If indicated by the incident, implement mechanisms for providing medical countermeasures for public health responders, critical infrastructure personnel, and their families, if applicable.

Performance Measure 8.6 CRI LPHAs shall annually provide update to CRI Coordinator on progress toward CRI regional goal of enrolling 80% of identified Planned Responders in Push Partner Registry.

- **Task 5.** Inform public of dispensing operations including locations, time period of availability, and method of delivery.

Performance Measure 8.7 CRI LPHAs shall, at least once annually, offer training for Public Information Officers, or people who may hold that role in an emergency, in medical countermeasure dispensing that meets response and TAR requirements and improves the ability to provide effective messages regionally. This can be met with a regionally coordinated training.

- **Function 4: Dispense medical countermeasures to identified population.**
- **Task 2.** Screen and triage individuals to determine which medical countermeasure is appropriate to dispense to individuals if more than one type or subset of medical countermeasure is being provided at the site.

Performance Measure 8.8 By June 30, CRI LPHAs shall implement web-based screening and develop SOPs for receiving the output from the tool at PODs.

Capability 9: Medical Materiel Management and Distribution

- **Function 1: Direct and activate medical materiel management and distribution.**
- **Task 1.** Prior to an incident, identify receiving sites for responses of varying sizes and durations.

Performance Measure 9.2 By June 30, each CRI LPHA shall identify and train an initial cadre of warehouse staff on warehouse expectations in a large medical countermeasures event and, if appropriate, how to use the inventory management system.

7. **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

COMPENSATION TERMS: Washington County agrees to pay CCHHHS a maximum of \$11,813 between July 1, 2013 and June 30, 2014. Any adjustments to the final grant funds will be reflected in an amendment to this IGA.

Please submit invoices to the following:

Adrienne Donner
Washington County Dept. of Health and Human Services
155 North First Avenue, MS-4
Hillsboro, OR 97124
Adrienne_Donner@co.washington.or.us

If CCHHHS does not spend or obligate its award 60 days prior to June 30, 2014 (April 30, 2014), the unspent funds will be retained by Washington County for reallocation.

COPY

Cindy Becker
Director

June 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a renewal Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Represents the base funding for public health programs in Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum value is \$2,486,517
Funding Source	No County General Funds are involved.
Safety Impact	None
Duration	Effective July 01, 2013 and terminates on June 30, 2015
Previous Board Action	The Board last reviewed and approved this agreement on June 6, 2011, Agenda item 062311-A10
Contact Person	Dana Lord, Interim Public Health Director – 503-655-8405
Contract No.	6231

BACKGROUND:

This renewal agreement represents the base funding for public health programs in Clackamas County. It allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents, such as, HIV Prevention Services, Tobacco Prevention and Education, City Readiness Initiative, and Women's, Infants, and Children (WIC) Program.

This contract is effective July 1, 2013 and continues through June 30, 2015. This contract has been reviewed and approved by County Counsel on June 13, 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

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation and electronic format. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486, and TTY at 503-378-3523.

AGREEMENT #142002

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This Oregon Health Authority 2013-2015 Intergovernmental Agreement for the Financing of Public Health Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County Public Health Division, the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Clackamas County ("LPHA").

RECITALS

WHEREAS, ORS 431.375 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA's public health programs;

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA's public health programs.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Effective Date and Duration.** This Agreement is effective on **July 1, 2013**. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2015**.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

Exhibit A Definitions

Exhibit B Program Element Descriptions

Exhibit C Financial Assistance Award and Revenue and Expenditure Reporting Forms

Exhibit D Special Terms and Conditions

Exhibit E General Terms and Conditions

Exhibit F Standard Terms and Conditions

Exhibit G Required Federal Terms and Conditions

Exhibit H Required Provider Contract Provisions

Exhibit I Provider Insurance Requirements

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

3. **Vendor or Sub-Recipient Determination and CFDA Numbers.** Vendor or Sub-Recipient determination is listed at Exhibit A "Definitions". Related federal policy and procedures are referenced in Exhibit G "Required Federal Terms and Conditions", paragraph 8. "Audits". Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement are listed at Exhibit A, paragraph 16. "Program Element".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below their respective signatures.

4. SIGNATURES.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
Name: Thomas G. Eversole
Title: Administrator, Center for Public Health Practice

Date: _____

CLACKAMAS COUNTY ACTING BY AND THROUGH ITS CLACKAMAS COUNTY PUBLIC HEALTH DIVISION (LPHA)

By: _____
Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY
Approved by D. Kevin Carlson, Senior Assistant Attorney General per on May 21, 2013. Copy of approval on file at OHA, OC&P .

REVIEWED:

OFFICE OF CONTRACTS & PROCUREMENT

By: _____
Name: Phillip G. McCoy, OPBC, OCAC
Title: Contract Specialist

Date: _____

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Program Element Descriptions. When a word or phrase is defined in a particular Program Element Description, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the particular Program Element Description in which it is defined.

1. **“Agreement”** means this 2013-2015 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination of this Agreement, of amounts OHA actually disbursed to LPHA under this Agreement with amounts that OHA is obligated to pay to LPHA under this Agreement based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“Claims”** has the meaning set forth in Section 2 of Exhibit F.
5. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
6. **“OHA”** means the Oregon Health Authority of the State of Oregon.
7. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the Federal Government of the United States.
8. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, as such Financial Assistance Award may be amended from time to time.
9. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.iii.(B)(ii).(a).
10. **“LPHA”** has the meaning set forth in the first paragraph of this Agreement.
11. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.

12. **Medicaid**” means federal funds received by OHA under Title XIX of the Social Security Act.
13. **“Misexpenditure”** means money disbursed to LPHA by OHA under this Agreement and expended by LPHA that:
 - a. Is identified by the Federal Government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal Government has requested reimbursement by the State of Oregon and whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Is identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by LPHA, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
 - c. Is identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
14. **“Provider”** has the meaning set forth in Section 4 of Exhibit E. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Provider also includes LPHA if LPHA provides services described in the Program Element directly.
15. **“Provider Contract”** has the meaning set forth in Section 4 of Exhibit E.
16. **“Program Element”** means any one of the following services or group of related services as described in Exhibit B, whose costs are covered in whole or in part with financial assistance that OHA pays to LPHA pursuant to this Agreement: *[this section continues next page.]*

2013-2015 PROGRAM ELEMENTS (PE)			
PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#
PE 01 State Support for Public Health	GF	N/A	N/A
• PE 01 Accreditation Mini Grants	FF	CDC / Strengthening Public Health Infrastructure for Improved Health Outcomes	93.507
PE 02 City Readiness Initiative (CRI)	FF	CDC / Public Health Preparedness and Response for Bioterrorism	93.069
PE 03 Tuberculosis Case Management	GF FF	CDC / Project Grants and Cooperative Agreements for Tuberculosis Control Program	93.116
PE 05 Health Impact Assessment (HIA)	FF	CDC / Environmental Public Health and Emergency Response	93.070
PE 07 HIV Prevention Services	GF FF	CDC / HIV Prevention Activities for Health Departments	93.940
PE 08 Ryan White Case Management	GF OF FF	HRSA / HIV Care Formula Grants	93.917
• PE 08 Ryan White Support Services	GF OF FF	HRSA / HIV Care Formula Grants	93.917
PE 10 Sexually Transmitted Disease (STD)	GF 50% FF 50%	CDC / HIV Prevention Activities for Health Departments	93.940
PE 11 Climate Change and Public Health Program: Building Capacity to Address the Public Health Impacts of Climate Change at the Local Level	FF	CDC / Environmental Public Health and Emergency Response	93.070
PE 12 Public Health Emergency Preparedness (PHEP)	FF	CDC / Public Health Preparedness and Response for Bioterrorism	93.069
PE 13 Tobacco Prevention and Education Program (TPEP)	OF	N/A	N/A
PE 15 Healthy Communities (HC)	OF FF	CDC / Investigations & Technical Assistance; Environmental Public Health & Emergency Response	93.283; 93.070
PE 19 Program Design and Evaluation Services (PDES)	(see sub-element detail)		
• PE 19 PDES HIV Medical Monitoring Project	OF FF	CDC / HIV/AIDS Surveillance	93.944
• PE 19 PDES BRFSS Data Weighting	OF FF	CDC / Health Care Surveillance/Health Statistics	93.745
• PE 19 PDES Coordinated School Health, Return on Investment Project	OF	N/A	N/A
• PE 19 PDES Evaluation of OR Prescription Drug Monitoring Project	OF	N/A	N/A

2013-2015 PROGRAM ELEMENTS (PE)

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#
• PE 19 PDES Falls Prevention Program Evaluation	FF	DHHS/CDC / Injury Prevention & Control Research & State & Community Based Programs	93.136
PE 20 Statewide Lead Line	FF	EPA/TSCA / Title IV State Lead Grants Certification of Lead Based Paint Professionals	66.707
PE 25 Metro Area Pertussis Surveillance (MAPS)	FF	CDC / Investigations & Technical Assistance	93.283
PE 31 EIP HAI Projects (Multnomah Co. only)	FF	CDC / ARRA Preventing Healthcare-Associated Infections	93.717
PE 40 FHS WIC	FF	USDA / Special Supplemental Nutrition Program for Women, Infants and Children	10.557
• PE 40 FHS WIC Peer Counseling	FF	USDA / Special Supplemental Nutrition Program for Women, Infants and Children	10.557
PE 41 FHS Reproductive Health Services	FF	DHHS / Family Planning Services	93.217
PE 42 FHS Maternal and Child Health Services Title V Flexible Funds	FF	HRSA / Maternal & Child Health Block Grant to the States	93.994
• PE 42 FHS Maternal and Child Health Services Title V Child & Adolescent Health	FF	HRSA / Maternal & Child Health Block Grant to the States	93.994
• PE 42 FHS Maternal and Child Health Services Oregon MothersCare	FF	HRSA / Maternal & Child Health Block Grant to the States	93.994
• PE 42 FHS Maternal and Child Health Services Perinatal GF	GF	N/A	N/A
• PE 42 FHS Maternal and Child Health Services CAH GF	GF	N/A	N/A
• PE 42 FHS Maternal and Child Health Services Babies First!	GF	N/A	N/A
PE 43 FHS Immunization Services	GF, FF	CDC / Immunization Cooperative Agreements	93.268
• PE 43 FHS Immunization Affordable Care Act (AAC)	FF	CDC / PPHF 2012 -AAC Capacity Building Assistance to Strengthen PHIP	93.539
PE 44 FHS School-Based Health Centers	GF	N/A	N/A
PE 47 Linking Actions for Unmet Needs in Child Health Project (LAUNCH)	FF	DHHS/SAMHSA / Linking Actions for Unmet Needs in Children	93.243
PE 48 Personal Responsibility Education Program (PREP)	FF	DHHS / ACA PREP	93.092
PE 50 Safe Drinking Water (SDW) Program	FF, OF	EPA / Public Water System Supervision Grant; Drinking Water State Revolving Funds Capitalization Grant	66.432; 66.468

17. **“Program Element Description”** means the description of the group of services falling within a Program Element, as set forth in Exhibit B.
18. **“Underexpenditure”** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.
19. **“Vendor”** or **“Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA determines that for the purposes of this Agreement, LPHA is a **Sub-Recipient**.

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT B

PROGRAM ELEMENT DESCRIPTIONS

Program Element #01: State Support for Public Health (SSPH)

1. **Purpose of State Support for Public Health Services (SSPH).** State Support for Public Health (SSPH) funds awarded to LPHA must only be used in accordance with and subject to the requirements and limitations set forth below to operate a Communicable Disease control program in LPHA's service area that includes the following components: (i) epidemiological investigations that report, monitor and control Communicable Disease, (ii) diagnostic and consultative Communicable Disease services, (iii) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (iv) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (v) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

2. **Definitions Specific to SSPH**
 - a. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted from one person or animal to another person, either by direct contact or through an intermediate host, vector or inanimate object, and that may result in illness, death or severe disability.

 - b. **Conference of Local Health Officials ("CLHO") Standards for Communicable Disease Control or CLHO Standards for Communicable Disease Control:** Minimum standards for local health department services for the control of Communicable Diseases as adopted by the Conference of Local Health Officials (CLHO) in June 2008, available online at:...

<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Documents/RESOURCES/2008%20v%20II%20with%20administrator%20MINIMUM%20STANDARDS%20HEALTH%20DEPTCombined903.pdf>

...and the Oregon Health Authority in accordance with ORS 431.345 and OAR 333 Division 14.

3. **Standards for Program Operations.**
 - a. LPHA must operate its Communicable Disease program in accordance with the CLHO Standards for Communicable Disease Control and the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.

- b. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the outbreak of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information regarding the outbreak to OHA as prescribed in OHA CD Investigative Guidelines available at:

<http://public.health.oregon.gov/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/REPORTINGCOMMUNICABLEDISEASE/Pages/index.aspx>

4. **Reporting Requirements.** LPHA must complete and submit to OHA, no later than August 25 of each fiscal year, an Oregon Health Authority Public Health Division Expenditure and Revenue Report.

Program Element #03 - Tuberculosis Services

1. **Description.** ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, as supplemental funds to support LPHA’s TB investigation and control efforts. The funds provided under this Agreement for this Program Element are not intended to be the sole funding for LPHA’s TB investigation and control program.

2. **Definitions Specific to TB Services.**
 - a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with active TB disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for active TB and based on a diagnostic evaluation of the individual.

 - b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Disease Society of America.

 - c. **Associated Cases:** Additional cases of TB disease discovered while performing a contact investigation.

 - d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or latent TB infection.

 - e. **Case:** A case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.

 - f. **Cohort Review:** A systematic review of the management of patients with TB disease and their contacts. The “cohort” is a group of TB cases counted (confirmed as cases) over 3 months. The cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB cases are reviewed in a group with the information presented by the case manager.

 - g. **Contact:** An individual who was significantly exposed to an infectious case of active TB disease.

 - h. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the county) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.

- i. Evaluated (in context of contact investigation): A contact received a complete TB symptom review and tests as described in OHA's Investigative Guidelines.
- j. Interjurisdictional Transfer: A TB suspect, case or contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- k. Investigative Guidelines: Department guidelines, dated as of January 2012, which are incorporated herein by this reference are available for review at <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
- l. Latent TB Infection (LTBI): TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- m. Medical Evaluation: A complete medical examination of an individual for tuberculosis including a medical history, physical examination, TB skin test or interferon gamma release assay (QuantiFERON[®]-TB Gold In-Tube test or T-SPOT[®].TB test), chest x-ray, and any appropriate bacteriologic/histologic examinations.
- n. Suspected Case: A suspected case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- o. TB Case Management: Dynamic and systematic management of a case of TB where a person, known as a case manager, is assigned responsibility for the management of an individual TB case to ensure completion of treatment. TB Case Management requires a collaborative approach to providing and coordinating health care services for the individual. The case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, performing contact investigations and following infected contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

3. **Procedural and Operational Requirements.**

- a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement, as defined above and further described below and in OHA's Investigative Guidelines.
- b. Tuberculosis Case Management Services. LPHA's TB Case Management Services must include the following minimum components:
 - i. LPHA must investigate and monitor treatment for each case and suspected case of active TB disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.

- ii. LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having active TB disease, to receive appropriate medical examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and medical examination, as necessary.
- iii. LPHA must provide medication for the treatment of TB to all individuals who reside in LPHA's jurisdiction and who have TB but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
- iv. LPHA must develop a plan to ensure patient adherence with TB treatment guidelines for each individual within LPHA's jurisdiction identified by or reported to LPHA as having active TB disease. This plan should include the use of DOT for the majority of patients. If DOT will not be used, other methods to ensure patient adherence with treatment guidelines must be utilized and documented (e.g. monthly pill counts or other). Evidence of patient adherence (such as DOT records) must be documented in each individual's chart.
- v. DOT Guidelines: DOT is the standard of care for the treatment of TB. Virtually all cases of active TB disease should be treated via DOT. If DOT is not utilized, the LPHA may be asked to justify to Department why DOT was not used for that particular individual.

The clinical indications and socioeconomic factors listed below are strong indicators that DOT is necessary to ensure adequate treatment of the individual and to prevent acquired drug resistant TB. Patients with the following risk factors must be on DOT. If patients with any of the below circumstances will not be on DOT for any reason during their course of treatment, OHA must be contacted and a plan to ensure compliance discussed.

- a.) Clinical indications which require DOT include:
 - (i.) HIV and TB co-infection
 - (ii.) Reactivation of TB disease or history of previous TB treatment
 - (iii.) MDR-TB
 - (iv.) Smear positivity
 - (v.) Cavitory disease
 - (vi.) History of drug and alcohol abuse within the last 6 months
 - (vii.) Evidence of severe malnourishment with BMI <18.5
 - (viii.) Patient < 18 years old
- b.) Socioeconomic factors which require DOT include:
 - (i.) Homelessness

- (ii.) History of failure to arrive for clinic appointments and/or noncooperation with LPHA interventions and/or history of non-adherence with prescribed medical therapy (TB or other)
 - (iii.) Presence of child/children or immunocompromised individual in the household
 - (iv.) Resident of a congregate setting such as jail, long term care facility, group home or homeless shelter.
 - (v.) Patient unable to self-administer medications due to mental, physical, or emotional impairments
 - (vi.) Patient shows poor understanding of TB diagnosis, or non-acceptance of diagnosis. Consider level of understanding especially carefully for patients with low literacy and/or low levels of English proficiency.
- c.) Patients not on DOT initially must start DOT if any of the following occur:
- (i.) Slow sputum culture conversion (culture still positive > 2 months after treatment started)
 - (ii.) Slow clinical improvement or clinical deterioration while on TB therapy
 - (iii.) Adverse reaction to TB medications
 - (iv.) Significant interruptions in therapy due to non-adherence
- vi. LPHA may assist the patient in completion of treatment by utilizing the below methods. Methods to ensure adherence should be documented.
- a.) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
 - b.) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
- vii. With respect to each case of TB within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA shall perform a contact investigation to identify contacts, associated cases and source of infection. The LPHA must evaluate all located contacts, or confirm that all located contacts were advised of their risk for TB infection and disease.
- The LPHA must offer or advise each located contact identified with TB infection or disease, or confirm that all located contacts were offered or advised, to take appropriate therapy and shall monitor each contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- viii. If LPHA receives in-kind resources under this agreement in the form of medications for treating TB, LPHA shall use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.

- ix. The LPHA will present TB cases through participation in the quarterly cohort review. If the LPHA is unable to present the TB case at the designated time, other arrangements shall be made in collaboration with OHA.
 - x. The LPHA will accept Class B waivers and interjurisdictional transfers for evaluation and follow-up, as appropriate for LPHA capabilities.
4. **Reporting Obligations and Periodic Reporting Requirements.** LPHA shall prepare and submit the following reports to OHA:
- a. LPHA shall notify OHA's TB Program of each case or suspected case of active TB disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA shall, within 5 business days of a status change of a suspected case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a suspected case is either confirmed to have TB disease or determined not to have TB Disease. The LPHA shall utilize OHA's "TB Disease Case Report Form" for this purpose. After a case of TB disease has concluded treatment, case completion information shall be sent to OHA's TB Program utilizing the "TB Disease Case Report Form" within 5 business days of conclusion of treatment.
 - b. LPHA shall submit the "TB Contact Investigation Form" to OHA's TB Program or enter contacts into the Orpheus database in accordance with the timelines described in the instructions for the reporting forms designated by OHA for this purpose. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.
5. **Performance Measures.** If LPHA uses funds provided under this agreement to support its TB investigation and control program, LPHA shall operate its program in a manner designed to achieve the following national TB performance goals by 2015:
- a. For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, **93.0% will complete treatment within 12 months.**
 - b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be elicited for contacts.**
 - c. For contacts of sputum AFB smear-positive TB cases, **93.0% will be evaluated for infection and disease.**
 - d. For contacts of sputum AFB smear-positive TB cases with newly diagnosed latent TB infection (LTBI), **88.0% will start treatment.**
 - e. For contacts of sputum AFB smear-positive TB cases that have started treatment for newly diagnosed LTBI, **79.0% will complete treatment.**
 - f. For TB cases in patients ages 12 years or older with a pleural or respiratory site of disease, **95% will have a sputum culture result reported.**

Program Element #07: HIV Prevention Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, for the following services and appropriate costs associated with the delivery of these services:
 - a. Confidential and anonymous HIV counseling, testing and referral services, including rapid HIV testing;
 - b. Other HIV prevention services with evidence of effectiveness to identified priority populations in LPHA's service area; and
 - c. Structural activities that facilitate the delivery of HIV prevention services to priority populations in the LPHA's service area.

Priority populations for service focus in Oregon are identified in the current HIV Prevention Comprehensive Plan. Funds awarded under this Agreement may only be expended on services included in the LPHA's HIV Prevention Program Model Plan that has been approved by the OHA HIV Prevention Program, with a focused emphasis on services for the priority populations identified in the plan.

2. **Definitions Specific to HIV Prevention Services.**

- a. **CDC:** Federal Centers for Disease Control and Prevention.
- b. **CLHO/HIV:** Conference of Local Health Officials/HIV subcommittee of CLHO Executive.
- c. **Client Focused Counseling:** A counseling technique used in HIV Counseling, Testing, and Referral Services that usually consists of (i) a personalized risk assessment counseling session that encourages the individual to identify, understand, and acknowledge the behaviors and circumstances that put the individual at risk for HIV, explores previous attempts to reduce risk, identifies successes and challenges in these efforts and culminates, in most cases, in a commitment from the individual to adopt at least one risk reduction behavior, and (ii) a second counseling session in which the counselor discusses the HIV test results, explores how the individual may have implemented the risk reduction behavior the individual committed to in the first session, identifies with the individual additional risk reduction behaviors he/she may also adopt, and makes any appropriate referrals. When using HIV rapid testing technology, there may be only one client centered counseling session.
- d. **Clinical Laboratory Improvement Amendments or CLIA:** Federal legislation that governs the licensing of laboratories. A CLIA certificate of waiver allows laboratories to perform simple laboratory tests.
- e. **Community Review Panel (a/k/a Program Review Panel):** A panel comprised of community members and established in accordance with CDC guidelines which are available for review at <http://www.cdc.gov/od/pgo/forms/hiv.htm>, that reviews and

approves for appropriateness the HIV prevention informational materials that are distributed in the counties in which LPHA provides HIV prevention services. Review panels may be convened by OHA or the LPHA.

f. Comprehensive Prevention with Positives:

- i.** Linkages to care and treatment and interventions to improve retention in care and treatment for people living with HIV
- ii.** Behavioral interventions and other risk reduction services for HIV positive individuals and their sexual or needle sharing partners to reduce the likelihood of HIV transmission
- iii.** Interventions to prevent mother-to-child HIV transmission
- iv.** Referral to other medical and social services, such as substance abuse and mental health services
- v.** Support and/or facilitate voluntary testing for hepatitis, TB and other STDs and Partner Services accordingly

g. Culturally Appropriate: Characteristic of services provided to clients with diverse values, ethnicities, sexual orientations, beliefs and behaviors that include, as necessary, the tailoring of delivery methods to meet client's social, cultural and linguistic needs

h. HIV Counseling, Testing, and Referral Services or CTRS: An HIV prevention service, which includes client focused counseling, obtaining a blood or oral fluid specimen on which to conduct an HIV test, and referral and linkage to other appropriate services.

i. HIV Prevention Program Model Plan: The plan that describes the HIV Counseling, Testing and Referral Services, other HIV prevention services, and structural activities that LPHA intends to deliver with funds provided under this Agreement for this Program Element. Each program plan includes a specific engagement plan for communities of color and also includes anti-stigma approaches and activities for priority populations.

j. Partner-Counseling and Referral Services or PCRS: A systematic approach to notifying sex and needle-sharing partners of HIV-infected persons of their possible exposure to HIV. PCRS assists exposed partners to early access to individualized counseling, HIV testing, medical evaluation, treatment, and other prevention services.

k. Preliminary Positive: A result from a Rapid HIV Test that indicates HIV antibodies are in the blood of the person tested. A preliminary positive test result must be followed up with a traditional serum or oral fluid HIV test to determine if the individual is actually infected with HIV.

l. Rapid HIV Test: An FDA-approved HIV test that yields negative or preliminary positive test results within a short time period (less than 30 minutes) after processing specimen.

- m. Structural activities: Activities that remove barriers to the delivery of HIV prevention services in the LPHA service area. (Examples include working with police to support harm reduction services to injection drug users, working with Department of Transportation officials to support outreach activities in road rest areas, etc.)
- n. Sub-contractor: A provider offering services pursuant to a subcontract of the LPHA for the purposes of providing HIV Prevention services to a targeted population.

3. **Procedural and Operational Requirements.**

a. Staffing Requirements and Staff Qualifications.

- i. HIV Counseling, Testing and Referral Services. All individuals providing HIV Counseling, Testing and Referral Services supported in whole or part with funds provided under this Agreement must have received baseline training in the essentials of HIV prevention which includes client focused counseling techniques, HIV transmission basics, risk reduction messages, provision for making effective referrals and linking people to care, and a general orientation to the priority populations in Oregon. If staff is providing Rapid HIV Tests appropriate training in methods and in rapid HIV counseling and testing according to CDC HIV CTRS guidelines must be ensured. In addition, contractors should plan on attending these trainings after updates to the curricula have been made by the CDC and as reasonably requested by the OHA HIV Prevention Program. To ensure that the skills acquired during baseline training are employed during CTR services, the OHA HIV Prevention Program reserves the right to shadow contractors during at least one CTR session within a triennial review period. Baseline training will be available from the Authority in accordance with a schedule to be determined by the Authority in consultation with the LPHA.
- ii. Other HIV Prevention Services and Structural Activities. At least one staff member who will be providing HIV prevention services in addition to HIV CTRS and/or engaging in structural activities supported in whole or in part with funds provided under this Agreement, from LPHA and each Provider must attend in-service skills-building meetings and/or training as reasonably requested and scheduled by the Authority from time to time.

b. Minimum Service Requirements.

HIV Counseling, Testing and Referral Services. All HIV Counseling, Testing and Referral Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with LPHA's HIV Prevention Program Model Plan and must meet the following minimum requirements:

- i. HIV Counseling, Testing, and Referral Services must be available on a voluntary basis and in both confidential and anonymous formats within the LPHA's service area. Each individual seeking such services must be informed that anonymous HIV testing is available. Although LPHA must make both confidential and anonymous

HIV testing available, LPHA is not required to make both available at every site at which LPHA offers HIV testing.

- ii. HIV Counseling, Testing and Referral Services must be provided in accordance with applicable Oregon and Federal statutory and regulatory requirements, must be easily accessible, available, culturally appropriate, and must include information about HIV/AIDS reporting laws. The identity of an individual receiving HIV Counseling, Testing and Referral Services must not be released to anyone without the written consent of the individual, except when otherwise required, or permitted, by Oregon or Federal statute or regulation.
- iii. HIV Counseling, Testing and Referral Services must be available for priority populations regardless of an individual's ability to pay. LPHA may impose fees for HIV Counseling, Testing and Referral Services but fees may not exceed the reasonable cost of the service. LPHA may not deny HIV Counseling, Testing and Referral Services because of an individual's inability to pay for the services. Revenues generated from HIV Counseling, Testing and Referral Services supported in whole or in part with funds provided under this Agreement, and any donations received for HIV Counseling, Testing and Referral Services, may only be used for HIV prevention services. LPHA must report all HIV Counseling, Testing, and Referral Services fee revenue and donations to the LPHA on the "Oregon Health Authority Public Health Division Expenditure and Revenue Report" under Section B of Exhibit C of this Agreement.
- iv. All individuals receiving HIV Testing, Counseling and Referral Services who are at increased risk for HIV infection must have information offered to them regarding appropriate prevention and testing services for related infections (e.g. hepatitis, sexually transmitted infections, and tuberculosis, as appropriate)
- v. All individuals receiving HIV Testing, Counseling and Referral Services must receive Client Focused Counseling that includes information regarding HIV transmission and prevention and the meaning of HIV test results and counseling to help the individual identify personal risk behaviors while emphasizing realistic behavior change goals to reduce those risks.
- vi. LPHAs will assure that at least 95% of positive test results are delivered to clients testing for HIV.
- vii. HIV test results must be provided in a professional and supportive manner. Individuals must be provided adequate opportunity to ask questions regarding HIV test results.
- viii. If LPHA tests an individual for HIV and the test result is positive (either preliminary or confirmatory), LPHA must:
 - a.) Explain to the individual the meaning of the test results.
 - b.) Encourage the individual to participate in Partner Counseling and Referral Services and facilitate entry to this service.
 - c.) Provide referral for medical evaluation and ensure linkage to care.

- d.) Provide the individual with information about and/or referral to mental health follow-up, when available and when appropriate.
 - e.) Provide the individual with information about and/or referral to support services and organizations.
 - f.) Maintain the strict confidentiality of both the receipt of the HIV test and the HIV test result.
 - g.) If the result is a Rapid HIV Test preliminary positive, offer the individual a confirmatory HIV test or referral for confirmatory HIV testing.
 - h.) An LPHA utilizing Rapid HIV Tests must be enrolled in CLIA and have a Certificate of Waiver.
 - i.) LPHA must designate an employee involved in LPHA's HIV Counseling, Testing and Referral Services to participate with the Authority staff in the development and implementation of quality assurance activities related to HIV Counseling, Testing and Referral Services as requested by OHA HIV Prevention staff.
 - j.) An Authority-approved HIV Test Request and HIV Counseling, Testing, and Referral Form (Form 44) must be completed for each HIV counseling and testing encounter that is supported in whole or in part with funds provided under this Agreement.
- c. **Other HIV Prevention Services and Structural Activities.** All HIV prevention services and structural activities supported in whole or in part with funds provided under this Agreement must be delivered in accordance with LPHA's approved HIV Prevention Program Model Plan and must meet the following minimum requirements:
- i. Program must be evidence-based and targeted to prioritized risk populations and sub populations identified in the current Oregon HIV Prevention Comprehensive Plan available at healthoregon.org/hivprevention.
 - ii. Strategies endorsed by the CDC, such as Social Network Strategy recruitment into Counseling and Testing or other evidence-based intervention, may be implemented, subject to approval of the LPHA's Planning Program Model Plan by the OHA HIV Prevention Program and completion of relevant training for staff.
 - iii. Structural activities, such as network building to meet the needs of a targeted population group, work with related agencies to promote HIV risk reduction, etc., may be implemented, subject to approval of the LPHA's Planning Program Model Plan by the OHA HIV Prevention Program.
 - iv. OHA HIV Prevention-approved programs must be implemented with fidelity to the core elements of the evidence-based intervention. (A core element is a part of the intervention that is crucial to satisfying the intervention's goals and objectives.)
- d. **All HIV Prevention Services.** All LPHAs providing HIV prevention services supported in whole or in part with funds provided under this Agreement must meet the following requirements:
- i. All agencies that provide HIV prevention services supported entirely or in part with funds provided under this Agreement must comply with the required reporting

- requirements. This includes participating in monitoring related capacity building activities.
- ii. Condoms must be available and distributed to populations engaging in high risk behaviors, consistent with populations targeted by the LPHA in its HIV Prevention Program Model Plan.
 - iii. If any part of the HIV prevention program of the LPHA is supported by federal HIV prevention funds, all HIV educational materials must be reviewed and approved by a local or statewide Program Review Panel in accordance with CDC guidelines.
 - iv. All HIV educational materials developed or purchased with HIV Prevention Services funds and approved by a local or statewide Program Review Panel must be accessible to the public or target population in LPHA's service area.
 - v. Contractors are required to conduct data submissions at least quarterly. If these reporting timelines are not met, OHA HIV Prevention Program staff will work with the contractor to establish and implement a corrective action plan.
 - vi. Additionally, contractors provide Quarterly Fiscal Expenditure reports on the amount and percentage of funds used for each HIV Prevention activity identified in the agency's program plan using the appropriate tab of the "OHA HIV Prevention Program Plan & Reporting Workbook". This report is due within 30 days after the close of each calendar quarter.
 - vii. No financial assistance provided to LPHA for HIV Prevention Services may be used to provide treatment and/or case management services.
- e. **Conflicts.** In the event of a conflict or inconsistency between the provisions of the HIV Prevention Program Model Plan and the other provisions of this Program Element Description, the other provisions of this Program Element Description shall take precedence.
- f. **Confidentiality.** In addition to the requirements set forth in Section 6 of Exhibit E, General Terms and Conditions, of this Agreement and above in this Program Element Description, all providers of HIV Prevention Services supported in whole or in part with funds provided under this Agreement must comply with the following confidentiality requirements:
- i. All materials related to the delivery of HIV Prevention Services that contain names of individuals receiving services or other identifying information must be kept in a locked and secure area/cabinet, which allows access only to authorized personnel and all computers and data programs that contain such information must have restricted access. Providers of HIV Prevention Services must comply with all applicable county, state and federal confidentiality requirements applicable to the delivery of HIV Prevention Services. Each provider agency will designate an Overall Responsible Party (ORP) for confidentiality protection procedures.

- ii. Breaches of confidentiality are serious and require immediate action. Therefore, supervisory or administrative staff of a provider of HIV Prevention Services must evaluate all known alleged breaches by its staff, including volunteers and subcontractor staff, of the confidentiality requirements of this Program Element Description and must document the process of resolution of breaches of confidentiality. All confirmed breaches of the confidentiality requirements of this Program Element Description must result in appropriate sanctions in accordance with Provider policy and procedure and applicable law. Each provider of HIV Prevention Services must report to the Authority the nature of confirmed breaches by its staff, including volunteers and subcontractors, of the confidentiality requirements of this Program Element Description within 14 days from the date of evaluation by the provider.
- iii. Providers of HIV Prevention Services must establish and comply with a written policy and procedure regarding a breach of the confidentiality requirements of this Program Element Description. Such policy must describe the consequences to the employee, volunteer or subcontractor staff for a verified breach of the confidentiality requirements of this Program Element Description.

4. Certain limitations on use of financial assistance awarded for HIV Prevention Services. Funds awarded for HIV Prevention Services may only be used to support the following activities during the period for which the funds are awarded:

- a. Programs defined and described in the current Oregon HIV Prevention Comprehensive Plan available at healthoregon.org/hivprevention.
- b. Networking, collaborating, and building relationships with other agencies working with the targeted populations. This may include attending meetings and giving presentations at said agencies;
- c. Other supporting activities such as advertising and promotion of activities;
- d. Travel costs incurred conducting services;
- e. Purchase and/or production of program materials;
- f. Necessary office equipment and/or supplies to conduct activities;
- g. Training and/or conferences for staff and/or supervisors that is relevant to the intervention and/or working with the target populations. This includes monitoring and evaluation trainings;
- h. Paperwork, meetings, and preparation related to conducting programs;
- i. Supervision, data collection and review, participation in planning and networking groups, and/or other related activities directly related to the delivery of HIV prevention services included in the LPHA HIV Prevention Program Plan, which has been approved by the Authority.

- 5. Agency responsibility if subcontracting for delivery of services.** An LPHA may use a portion of HIV Prevention program funding to subcontract with another community based agency for delivery of services with the following responsibilities:
- a.** A Local Public Health Authority which contracts for services using program funds will ensure the completion of the “OHA HIV Prevention Program Plan & Reporting Workbook” both for its agency and the subcontractor agency submitting both in a timely manner as requested by the program.
 - b.** LPHAs will ensure that the subcontractor's fiscal and monitoring data is submitted in a timely manner.
 - c.** In partnership with the state program, LPHA will identify and participate in capacity building and quality assurance activities applicable to the subcontractor.

Program Element #10: Sexually Transmitted Disease (STD) Case Management Services

1. **Description.** Resources provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to deliver Sexually Transmitted Disease Case Management Services to protect the health of Oregonians from infectious disease and to prevent the long-term adverse consequences of failing to identify and treat STDs. Sexually Transmitted Disease Case Management Services include but are not limited to case finding and disease surveillance, medical supplies, health care provider services, examination rooms, clinical and laboratory diagnostic services, treatment, prevention, intervention, education activities, and medical follow-up.
2. **Definitions Specific to STD Case Management Services.**
 - a. **Contact Interview:** A contact interview is an interview conducted with an STD infected individual. The objective of the interview is to prevent further spread of disease through the prompt identification and examination of all elicited partners of the infected individual. The interview is designed to ensure that the individual understands the seriousness of the disease, and motivates the individual to cooperate with STD/HIV control efforts.
 - b. **Disease Intervention Specialist (DIS):** A DIS (sometimes also referred to as a Communicable Disease Investigator or CDI) is an individual employed by the Oregon Health Authority (OHA) or a Local Public Health Authority (LPHA) that is specially trained to provide components of STD Case Management Services, i.e. client interviewing, partner notification and referral, untreated patient referral, education activities and consultation for individuals diagnosed with an STD. Additional duties can be performed only with the approval of OHA.
 - c. **Report Format:** The designated form for reporting a STD case or suspected STD case to OHA, which is form OHA 8352. A copy of the form is available from OHA upon request.
 - d. **Reportable STDs:** A reportable STD is the diagnosis of an individual infected with any of the following infections or syndromes: Chancroid, Chlamydia, Gonorrhea, Lymphogranuloma Venereum, acute Pelvic Inflammatory Disease, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS 433.045.
3. **Type of Resources.** OHA may provide, pursuant to this Agreement, any or all of the types of resources described below to assist LPHA in delivering Sexually Transmitted Disease Case Management Services. The specific types of resources and the amount thereof are reflected in the Financial Assistance Award or the footnotes thereof. The resources may include:
 - a. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such In-Kind Resources include goods such as condoms, pamphlets, and antibiotics for treating STDs.

- b. **Technical Assistance Resources (Direct Assistance):** Services of a OHA DIS, that OHA makes available to LPHA to support the LPHA's delivery of STD Case Management Services
 - c. **Financial Assistance Resources specific to DIS Activity:** Funds made available to LPHA solely for use in covering a portion of the salary of a DIS employed by LPHA to deliver components of STD Case Management Services.
4. **Procedural and Operational Requirements.** All STD Case Management Services supported in whole or in part with resources provided to LPHA under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- a. LPHA acknowledges and agrees that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential outbreaks of STDs within LPHA's service area, for preventing the incidence of STDs within LPHA's service area, and for reporting in a timely manner the incidence of Reportable STDs within LPHA's service area to the appropriate OHA authorities.
 - b. LPHA may not deny STD clinical services to an individual seeking such services from LPHA. STD clinical services are a component of STD Case Management Services and may consist of screening individuals for reportable STDs and treating individuals infected with Reportable STDs and their sexual partners for the disease. Note: Because the State does not fund HIV clinical care and most counties cannot afford to provide HIV clinical care, this section does not apply to HIV.
 - c. As required by applicable law, LPHA must provide STD Case Management services including surveillance, case finding, and prevention activities, to the extent that local resources permit, related to chlamydia, gonorrhea, syphilis, and HIV, in accordance with:
 - i. Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
 - ii. "Program Operations: Guidelines for STD Prevention", published by the Centers for Disease Control and Prevention (CDC) and dated as of (1998 version), which includes the federal standards for the operation of state and local STD prevention programs, and "STD Treatment Guidelines", published by CDC and dated as of August 2006. Both of these documents are available for review at <http://www.cdc.gov/std/program/>;
 - iii. The "Region X Infertility Prevention Project: Program Guidelines and Data Collection" manual dated as of January 2005. This manual can be downloaded for reference from: <http://www.centerforhealthtraining.org>;
 - iv. "OHA Investigative Guidelines for Notifiable Diseases" which can be found at: <http://www.oregon.gov/OHA/ph/acd/reporting/guideln/guideln.shtml>; and,
 - v. Oregon Revised Statutes (ORS) 433.045.

- d. LPHA must evaluate STD morbidity and laboratory results reported to the LPHA by health care providers and laboratories for completeness and appropriate treatment regimen. For each STD morbidity and laboratory result reported to LPHA, LPHA must complete and submit to the appropriate OHA authority, within two weeks of receiving the STD morbidity and laboratory results, the "Confidential STD Case Report" form (OHA 8352), as further described in Division 18 of OAR Chapter 333.
- e. LPHA, as appropriate, must examine, evaluate, and treat for Reportable STDs, each individual referred to LPHA by a DIS. Generally individuals referred by a DIS are sex partners of individuals with a Reportable STD or an individual who has tested positive for a Reportable STD, but has not received treatment. LPHA must provide the Reportable STD examination, diagnosis and treatment, if necessary, to the DIS referred individual within four working days of referral.
- f. If LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications only to treat individuals infected with, or suspected of having Reportable STDs or to treat the sex partners of individuals infected with Reportable STDs, subject to the following requirements:
 - i. The medications must be provided at no cost to the individuals receiving treatment.
 - ii. LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
 - iii. LPHA must return expiring medications supplied to LPHA under this Agreement to the appropriate OHA authority at least 90 days prior to the medication expiration date. LPHA shall be liable to OHA for the CDC federal contract price, per dose, of all unused medications supplied to LPHA under this Agreement that are not returned to OHA prior to their expiration date.
- g. If LPHA receives In-Kind Resources under this Agreement in the form of condoms, LPHA may distribute those condoms at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement.
- h. If LPHA receives Technical Assistance Resources under this Agreement:
 - i. LPHA must provide a private room in LPHA's clinic area for the DIS to counsel and interview individuals. This room must have basic office furniture to include a desk, telephone, and locking file cabinet.
 - ii. LPHA must provide on-site parking at no cost to the DIS with come and go privileges to accommodate investigative activity.
 - iii. LPHA must provide clerical support to the DIS for STD Case Management Activities including but not limited to, outreach, morbidity reporting, and other related DIS activities.

- iv. LPHA must in conjunction with the OHA's STD Program manager review DIS activities and accomplishments on a semi-annual basis. This can be done using the OHA's Sexually Transmitted Disease Management Information System (STDMIS) or Oregon Public Health Epidemiologists' User System (ORPHEUS) databases for the measurement of DIS STD Case Management Services productivity or the LPHA's database if agreeable to the OHA and the LPHA.
 - i. **[Multnomah County only]** If LPHA receives Financial Assistance Resources specific to DIS Activity, under this Agreement:
 - i. LPHA must provide DIS access to motor vehicle parking with come and go privileges, to accommodate investigative activity.
 - ii. LPHA must submit quarterly reports to the OHA's STD Program describing DIS activities and indices achieved during the quarter in accordance with the DIS Activity Outcomes. The report must be submitted no later than the end of the month following the end of each calendar quarter during the period for which Financial Assistance Resources specific to DIS Activity are awarded under this Agreement.
 - iii. In the event of a Reportable STD outbreak or shortage of DIS staff outside Multnomah County, the LPHA must make additional DIS available upon request by the OHA's STD Program Manager.
 - iv. LPHA must provide staff time to examine, diagnose, and treat all individuals seeking examination, diagnosis or treatment of a Reportable STD. LPHA staff must also perform, as resources permit, STD intervention (Contact Interview and partner notification) services to individuals with Reportable STDs diagnosed by or reported to LPHA.
 - j. **[Jackson County only]** If LPHA receives Financial Assistance Resources specific to DIS Activity, under this Agreement:
 - i. LPHA must dedicate up to 20% FTE DIS to provide STD Case Management Services in Josephine and Klamath Counties to the extent requested by the LPHAs for Josephine and Klamath Counties.
 - ii. LPHA must provide staff time to examine, diagnose, and treat all individuals seeking examination, diagnosis or treatment of a Reportable STD. LPHA staff must also perform, as resources permit, STD intervention (Contact Interview and partner notification) services to individuals with Reportable STDs diagnosed by or reported to LPHA.
5. **Reporting Obligations and other Requirements.** In addition to the reporting requirements set forth in Section 8 of Exhibit E of this Agreement, LPHA shall submit to OHA the reports described above.

Program Element #12: Public Health Emergency Preparedness Program (PHEP)

1. **Description.** Funds provided under this Agreement to Local Public Health Authorities (LPHA) for a Public Health Emergency Preparedness Program (PHEP) may only be used in accordance with, and subject to, the requirements and limitations set forth below. The PHEP shall address mitigation, preparedness, response and recovery phases for public health emergencies through plan development and revision, exercise and response activities based on the 15 CDC identified Public Health Preparedness Capabilities.

2. **Definitions Specific to PHEP Programs.**
 - a. **Capability Performance Measure Analysis:** An assessment of the difference between prescribed CDC Capabilities organized by function and current local capabilities using an evaluation tool developed by the Health Security Preparedness and Response Program (HSPRP).

 - b. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

 - c. **Community Hazard Risk Assessment:** A community hazard risk assessment is a process leading to a written document that presents findings used to assess and identify community-specific public health hazards and vulnerabilities so that plans may be developed to reduce or eliminate these threats.

 - d. **Electronic Surveillance System for Early Notification of Community based Epidemics (ESSENCE):** An automated, real-time syndromic surveillance system with mapping and graphing capabilities that monitors emergency department visits across the state to identify emerging public health events.

 - e. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access for Oregon public health officials and service providers to public health information including the capacity for broadcasting information to Oregon public health officials and service providers in an emergency 24 hours per day, 7 days per week. The secure HAN has a call down engine that can be activated by state or local Preparedness Health Alert Network administrators. The HAN also has a secure, access-controlled document library which can be used to share information and post plans.

 - f. **Health Security Preparedness and Response Program (HSPRP):** A state level program that is a joint effort with the Conference of Local Health Officials (CLHO) and the tribes to develop plans and procedures to prepare Oregon to respond, mitigate, and recover from public health emergencies.

- g. Investigative Guidelines: Oregon Disease Investigation Guidelines can be found at: <http://public.health.oregon.gov/diseasesconditions/communicabledisease/reportingcommunicabledisease/reportingguidelines/pages/index.aspx>
- h. Medical Countermeasures: Vaccines, antiviral drugs, antibiotics, antitoxin, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations.
- i. National Incident Management System (NIMS): The Federal Homeland Security Administration's system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity. More information can be viewed at: <http://www.fema.gov/emergency/nims/index.shtm>
- j. Oregon Public Health Epidemiology User System (ORPHEUS): An application that integrates information on reportable communicable diseases for state and local use. Information can be found at: <http://public.health.oregon.gov/diseasesconditions/communicabledisease/localhealthdepartments/pages/outbreak.aspx>
- k. Oregon Incident Response Information System (OR-IRIS): A mapping tool developed jointly by the Oregon Department of Environmental Quality and the Oregon Health Authority to bring relevant information to incident planning and response state-wide.
- l. Public Information Officers (PIOs): The communications coordinators (officers) or spokespersons for governmental organizations.
- m. Public Health Emergency Preparedness (PHEP): local public health systems designed to better prepare Oregon to respond, mitigate, and recover from public health emergencies.
- n. Reviews: The evaluation of an LPHA's Public Health Emergency Preparedness and Response materials, products, plans, and activities conducted twice each year by state and local preparedness staff using instruments developed by Oregon Health Authority with collaboration and consultation with the Conference of Local Health Officials.
- o. Receipt, Stage and Storage (RSS): The site where Strategic National Stockpile assets are received staged and stored (RSS). To be an approved RSS, the warehouse must meet minimum federal recommendations regarding security, climate control, size, lighting, dock capacity, and access to warehouse resources.
- p. Strategic National Stockpile (SNS): A CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies and equipment for an ill-defined threat in the early hours of an event, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS materiel. SNS program support includes the 12-hour Push Pack, vendor managed inventory (VMI), and Federal Medical Stations.

- q. Vaccine Adverse Events Reporting System (VAERS): A passive surveillance program used to monitor vaccine safety in the United States. VAERS collects reports of adverse events occurring after vaccination from public and private providers, parents, patients, and vaccine manufacturers.

3. **General Requirements.** All of LPHA's PHEP services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:

- a. Non-Supplantation. Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
- b. Audit Requirements. In accordance with federal guidance, each entity receiving funds shall, not less than once every two years, audit its expenditures of PHEP funding. Such audits shall be conducted by an entity independent of the agency and in accordance with the federal Office of Management and Budget Circular A-133. Audit reports shall be sent to the OHA, who will provide them to the CDC. Failure to conduct an audit or expenditures made not in accordance with PHEP cooperative agreement guidance and grants management policy may result in a requirement to repay funds to the federal treasury or the withholding of funds.
- c. Work Plan. LPHA shall implement its PHEP activities in accordance with its OHA approved Work Plan using the example set forth in Attachment 2 to this Program Element Description. The Work Plan form includes a table for you to document unplanned activities that demonstrate your capabilities. Modifications to this plan may only be made with HSPRP approval.
- d. Public Health Preparedness Staffing. LPHA shall identify a Public Health Preparedness Coordinator position acceptable to the OHA. The Public Health Preparedness Coordinator will be the OHA's chief point of contact related to program issues. The Public Health Preparedness Coordinator will ensure that all scheduled preparedness coordination conference calls and statewide preparedness coordination meetings and the LPHA PHEP Annual Review are attended by an LPHA representative. LPHA must staff its PHEP Program at the appropriate level to implement its PHEP activities in accordance with its approved Work Plan, depending on its level of funding, as specified in the award of funds for this Program Element.
- e. Use of Funds. Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities in accordance with an approved Budget using the template set forth as Attachment 1 to this Program Element Description. Modifications to the budget totaling \$5,000 or more may only be made with HSPRP approval.
- f. Meeting Attendance and Participation. LPHA must attend HSPRP meetings and participate in workgroups, as reasonably required by HSPRP as follows:
 - i. Attendance at PHEP grantee meetings.

- ii. Training and/or conferences for staff and/or supervisors that is relevant to PHEP, examples include PIO and ICS training.
 - iii. Paperwork, meetings, conference calls and preparation related to PHEP services and activities.
 - iv. Participation in combined local/state PHEP workgroups for the development of PHEP program materials and activities.
- g. Conflict between Documents. In the event of any conflict or inconsistency between the provisions of the PHEP work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement or this Program Element Description, the provisions of this Agreement or the provisions of this Program Element Description, as applicable, shall control.
- h. PHEP Program Reviews. LPHA shall submit its materials and tools for the Annual Review in a manner satisfactory to the OHA. Semi Annual reviews are to be completed by February 15 of each year. The annual reviews are to be conducted during July and August. All reviews are to be completed no later than August 31 each year. The materials, products, plans and documentation of activities to be reviewed, are identified for LPHA at least four weeks prior to the scheduled review.
- i. Budget and Expense Reporting. Using the budget and expense to budget Excel file set forth in Attachment 1 and available for download from the HAN document library: <https://oregonhan.org/Pages/Default.aspx> attached hereto and incorporated herein by this reference, LPHA shall provide to OHA by August 31, of each year, a budget using actual award amounts, detailing LPHA's expected costs to operate its PHEP programs during the period of July 1, through June 30 of each year. LPHA shall submit to OHA by February 15 of each year, the actual expense-to-budget report for the period of July 1, through December 31. The LPHA shall provide to the OHA by August 31 of each year, the actual expense-to-budget report for the period of July 1, through June 30. The budget and expense to budget set forth in Attachment 1 shall be the only form used to satisfy this requirement. All equipment purchases of \$5,000 or more that use PHEP funds will be identified in this budget report.

4. Procedural and Operational Requirements.

- a. Public Health Capability Performance Measure Analysis Introduction & Purpose. During the next 4 years, local and tribal jurisdictions will work to demonstrate the ability to perform all applicable CDC Public Health Preparedness Capabilities. To determine 1) which capabilities the state as a whole should focus on, and 2) what activities should be prioritized within each jurisdiction, counties and tribes will be asked to complete a capability assessment in 2012-13 and to annually update this information.
- b. Public Health Capability Performance Measure Analysis. LPHA shall complete a Public Health Capability Performance Measure Analysis using the assessment tool provided and approved by HSPRP by August 15 each year.

- c. Work Plan Description. Counties must develop a work plan for the budget period. The work that LPHAs assign themselves in the work plan will be based on the gaps identified in the Public Health Capability Performance Measure Analysis, using the Public Health Consequences Analysis and improvement plans developed from after action reports from real events or exercises to help prioritize which capabilities and functions are most important to have fully developed in their jurisdiction. An example is set forth in Attachment 2 to this Program Element Description.
- d. Public Health Preparedness Program Work Plan. LPHA shall develop a Public Health Preparedness Program work plan using the template set forth as Attachment 2 to this Program Element Description focusing in the current year on activities to build or sustain CDC Public Health Capabilities and associated functions. The work plan must be completed and approved by OHA by September 15 each year.. At a minimum LPHA must build two capabilities in the work plan. Current capabilities shall be sustained.
- e. Public Health Preparedness Program Work Plan Performance. LPHA shall complete activities in their HSPRP approved PHEP work plans by June 30 each year. If LPHA completes fewer than 75% of the planned activities in its Local PHEP work plan for two consecutive years, it may not be eligible to receive funding under this Program Element in the next fiscal year.
- f. HAN. LPHA shall identify a local HAN Administrator. The local HAN Administrator shall:
- i. Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - ii. Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - iii. Serve as the LPHA authority on all HAN related access (excluding hospitals and tribes).
 - iv. Conduct internal tests of the HAN Call Down alerting system two times per year to verify LPHA's ability to alert its staff with emergency response roles, and record results of such testing, including date and time of test and interval between alert notification and 90% complete response.
 - v. Coordinate with the State HAN Coordinator to ensure the roles and available system licenses are appropriately distributed with each county.
 - vi. Post, publish and update plans and maintain the local and county HAN document library folders.
 - vii. Perform general administration for all local implementation of the HAN system in their respective organizations.
 - viii. Review their LPHA HAN users two times annually to ensure users are assigned their appropriate roles and that appropriate users are deactivated.

ix. HAN-related Performance Measures:

Performance Measure O.1: A HAN Administrator will be appointed for each LPHA and this person's name and contact information will be provided to the appropriate County Liaison and the State HAN Admin Coordinator.

Performance Measure O.2: LPHA HAN Administrator will facilitate in the development of HAN accounts for new LPHA users, and will document that LPHA HAN user accounts are up to date at least twice annually.

Performance Measure O.3: LPHA will upload AARs from incidents and exercises within 60 days of their completion.

Performance Measure O.4: LPHA will provide documentation of two HAN tests per program year, each with a 90% complete response in 60 minutes.

Performance Measure O.5: LPHA will once annually confirm all plans and appropriate procedures are uploaded to HAN Document Center.

- g. Satellite Phones. LPHA shall comply with the terms and conditions of use of "OHA Issued Satellite Phones," set forth in Attachment 3 to this Program Element Description.
- h. OR-IRIS. LPHA shall comply with the terms and conditions of the use of OR-IRIS agreements if signed by the LPHA. An example of an OR-IRIS agreement is set forth in Attachment 4 to this Program Element Description.
- i. Exercise Requirements. LPHA shall develop and conduct an exercise program that tests LPHA's all-hazard emergency response plans, utilizing an After Action Report, Improvement Plan, and Exercise Evaluation Guide. As further described below, the program shall include exercises that involve LPHA's administration, the local jurisdiction's emergency management and other emergency response partners. LPHA shall annually submit to OHA for approval before December 15, an updated Training and Exercise Plan. The Training and related exercise Plan shall meet the following conditions:
 - i. The Training and related exercise Plan shall, at a minimum, outline the exercise program priorities, CDC capabilities, and training and exercise schedule.
 - ii. The plan shall demonstrate continuous improvement and progress toward increased capability of the LPHA to perform critical tasks while exercising to the gaps identified within their Gap Analysis process.
 - iii. The plan shall include priorities which address lessons learned from previous exercises, as described in LPHA's existing After Action Reports (AARs) and Improvement Plans (IPs).
 - iv. At a minimum, the plan shall identify at least two exercises per year and shall identify a cycle of exercises that increase in complexity from year one to year three,

progressing from discussion based exercises (e.g. seminars, workshops, tabletop exercises, games) to operations based exercises (e.g. drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.

- v. LPHA shall work with emergency management to integrate exercises with the county exercise schedule.
- vi. **Performance Measure O.6:** At a minimum, LPHA shall, before June 30 each year, develop and satisfactorily execute two public health preparedness exercises as outlined in the LPHA's approved Training and Exercise Plan. LPHA shall submit to OHA for approval an exercise scope, including goals, objectives, activities, list of invited participants, and list of exercise design team members, for each of the exercises at least 45 days before each exercise is scheduled to take place. LPHA shall provide to the OHA an AAR documenting each exercise within 60 days of conducting the exercise. Disease outbreaks or other public health emergencies requiring a LPHA response may, upon OHA's approval, be used to satisfy exercise requirements. NIMS compliant procedures for LPHA command and control shall be used to manage the response to the communicable disease or public health emergencies.
- j. **Training.** LPHA shall be responsible for ensuring the following:
 - i. Staff responsible for public health emergency planning and response roles shall be trained for their respective roles consistent with Conference of Local Health Officials Minimum Standards dated June 2008, including training on how to discharge the LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable law. The Conference of Local Health Officials Minimum Standards may be viewed at: <http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Pages/reference.aspx>
 - ii. Identifying and training appropriate LPHA staff for response to bioterrorism, chemical, radiation, communicable diseases, and general emergency response.
 - iii. All local HAN users complete HAN training necessary for their user license.
 - iv. LPHA shall maintain training records for all local public health staff with emergency response roles.
 - v. **Performance Measure O.7:** The LPHA training shall include an evaluation component. LPHA is to be NIMS compliant. To determine NIMS compliance and view the standards go to: <http://www.fema.gov/emergency/nims/>
- k. **Planning.** The LPHA shall maintain and execute emergency preparedness procedures/plans as a component of its jurisdictional Emergency Operations Plan (see attachment 5 for a recommended list). All LPHA emergency procedures shall comply with the NIMS. The emergency preparedness procedures shall address the 15 CDC capabilities and/or hazards described in their Community Hazard Risk Assessment and revisions shall be

done according to the schedule included in each LPHA plan, or according to the local emergency management agency schedule, but not less than once every five years after completion as required in OAR 104-010-005.

- I. Contingent Emergency Response Funding. Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

**ATTACHMENT 1
TO PROGRAM ELEMENT #12
BUDGET TEMPLATE**

Preparedness Program Annual Budget

____ County
July 1, 20__ - June 30, 20__

			Subtotal	Total
PERSONNEL				\$0.00
	Annual Salary	% FTE	0	
{Position Title and Name}			0	
Brief description of activities, for example, This position has primary responsibility for () County public health preparedness activities.				
{Position Title and Name}			0	
Brief description of activities and responsibilities				
{Position Title and Name}			0	
Brief description of activities and responsibilities				
{Position Title and Name}			0	
Brief description of activities and responsibilities				
{Position Title and Name}			0	
Brief description of activities and responsibilities				
Fringe Benefits @ ()% or describe rate or method				
TRAVEL			\$0	\$0
Total In-State Travel:				
Out-of-State Travel:				
EQUIPMENT (computer, communication, etc.)			\$0	\$0
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)			\$0	\$0
CONTRACTUAL			\$0	\$0
Contract with () Company, for () services.				
Contract with () Company, for () services.				
Contract with () Company for, () services.				
OTHER			\$0	\$0
TOTAL DIRECT CHARGES				\$0
TOTAL INDIRECT CHARGES @ ___ % of Direct Expenses:				\$0
TOTAL BUDGET:				\$0

Date, Name and Phone Number of person who prepared budget.

Preparedness Program Expense to Budget (Example)

() County

Period of the Report (July 1, 20__-December 30, 20__)

	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0	\$0	\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
EQUIPMENT	\$0		\$0
SUPPLIES	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT @ XX% of Direct Expenses (or describe method):	\$0		\$0
TOTAL:	\$0	\$0	\$0

Date, name and phone number of person who prepared expense to budget report

Notes:

The budget total should reflect the total amount in the most recent Notice of Grant Award.

The budget in each category should reflect the total amount in that category for that line item in your submitted budget.

Preparedness Program Expense to Budget (Example)

() County

Period of the Report (July 1, 20__ - June 30, 20__)

	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0	\$0	\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
EQUIPMENT	\$0		\$0
SUPPLIES	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT @ XX% of Direct Expenses (or describe method):	\$0		\$0
TOTAL:	\$0	\$0	\$0

Date, name and phone number of person who prepared expense to budget report

Notes:

The budget total should reflect the total amount in the most recent Notice of Grant Award.

The budget in each category should reflect the total amount in that category for that line item in your submitted budget.

**Public Health Emergency Preparedness
Equipment Inventory List**

To be completed for all major equipment or property acquired or furnished with Public Health Emergency Preparedness funding for the fiscal year with a unit acquisition cost of \$5,000 or more.

Equipment Location:

Completed by:

Phone Number:

Item Description	Serial # or Identification Number	Acquisition Date	Purchase Price	% Purchased by Federal Funds

* in accordance with 45 CFR 74.37 or 45 CFR 92.5
Please return the completed form to your Regional Liaison by August 31 of each year.
Questions on this form can be directed to Jill Snyder at 971-673-0714 or your Region Liaison.

ATTACHMENT 2
TO PROGRAM ELEMENT #12
WORK PLAN

Suggested process for work plan development:

1. Begin by listing all of the activities you regularly do in the preparedness program annually:
 - Meetings regularly attended and/or lead by local public health preparedness
 - Exercises, to include drills such as HAN tests, staff notification, Sat phone tests
 - Plan/procedure update and revision (whatever your cycle is for doing this)
 - Trainings, workshops, and community events.
2. List the activities that you have previously completed that you believe are important to repeat and/or activities you believe are important to do but haven't done because they haven't been supported by PE 12 requirements.
3. Gather the jurisdictional Hazard Vulnerability Assessment, the Health Consequences Analysis, the results of your capability assessment and improvement plans from past exercises and events.
4. Use these documents to develop a list of the activities necessary to maintain your current capabilities and to determine the areas where you need to build capability. Make sure you use the information from the HVA, HCA and the Capability Assessment to prioritize those capabilities necessary for you to have and maintain.
5. Fill in the following table (next page) with the activities you plan to do within the year (July 1 – June 30) to sustain the capability you currently have.
6. Add activities to the table to build the capabilities that you have determined are a priority.

You will develop your projected work plan for the upcoming program year. This will be reviewed with your liaison at mid-year and end of year. A work plan that includes updates through mid-year and year end will need to be provided to your liaison at the review.

Example Work Plan

Planned Activity (Sustain or Build)	Start Date	End Date	Expected Outcomes	Actual Outcomes	Capability	Gaps	Local hazards	Notes:
<i>(see note a. below)</i> Example: Bio-hazard Detection System Table top exercise (Sustain)	<i>(b.)</i> 4/15/13	<i>(c.)</i> 6/15/13	<i>(d.)</i> Review of BDS response plans, recommendation for plan/procedure edits, agreement among response partners on roles and responsibilities	<i>(e.)</i>	<i>(f.)</i> Cap. 4 F1, Cap 6 F1-3, Cap 8 F 2-4	<i>(g.)</i> Cap 6 F1 Q1; F2 Q6;	<i>(h.)</i> Postal sorting facility	<i>(i.)</i>

Explanatory notes for Example Work Plan (above):

- a.* Describe in detail the activity and whether it is an activity to sustain or build capability
- b.* The proposed start date, this date to be updated to reflect when activity actually started
- c.* The proposed end date, this date to be updated to reflect when activity actually ended
- d.* Describe what you expect to achieve and/or the products you expect to develop from this activity
- e.* Describe what is actually achieved and/or the products created from this activity
- f.* Indicate the capabilities and functions within the capabilities that are addressed by this activity
- g.* Indicate the gaps identified in the capability assessment addressed by this activity
- h.* Indicate the local hazard with which this activity relates or mitigates
- i.* For use at mid-term and year-end reviews.

PHEP SATELLITE TELEPHONE TERMS

All state satellite phones are provided under the following terms.

Failure to abide by these terms will result in service termination or return of the phone.

- I. All phones are for official use only (FOUO) for health and medical emergency response (ESF 8) training, testing, exercise, and actual events in Oregon and neighboring states. All other use is strictly prohibited. Phone use is restricted to state public health officials, local health departments, hospitals, and tribes.
- II. Phones must be used for voice communication only and must not be used for data or faxing.
- III. Phone(s) remain property of the Oregon Health Authority (OHA) and are subject to the conditions of use related to state equipment and OHA Information Security Office Policy (ISO).
- IV. Access fees and minutes are paid in full by the state on a monthly basis through FY 2010. The master account will be audited every month to monitor use. Each phone has a minimum (10) minutes of charged talk time per month for testing, exercise and training. (Training may include use at off-site clinics where no cellular service is available in rural counties.) Use beyond (10) minutes must be related to health and medical response. Lack of testing may be cause for service termination or return of the phone.
- V. If an individual possesses a phone and resigns, retires, is terminated, or is deceased; the phone must be re-assigned within the organization within 24 hours and the associated HAN account must be updated.
- VI. All phones must successfully participate in 3 (of 4) annual notification drills (unless an actual event conflicts with the date of an exercise) run by the state public health preparedness program. Assigned users are expected, without exception, to call the State Public Health Agency Operations Center (AOC) using their satellite phone after an exercise HAN alert is sent. Specific details will be posted to HAN in folder "000 – HAN System Operations" in the satellite phone folders.
- VII. Individuals with an assigned phone must enter and maintain their satellite phone number in their Secure HAN user account under '*Alternate Satellite Phone Number.*'
- VIII. Any individual assigned a satellite phone must be an active HAN user and trained at the HAN 101 level and keep an updated profile. The user must keep their satellite phone number updated in their HAN profile.
- IX. Phones assigned to LPHAs, tribe, or hospital phones are the responsibility of the individual listed in HAN as the "Preparedness Coordinator" (or Deputy Preparedness Coordinator, if applicable) role in each health department, tribe, or hospital. The individual in this role must act as the single point of contact for the phone(s) regardless of whether the phone is permanently issued to this person.
- X. The state will not replace or repair stolen, lost, or broken phones.
- XI. All phones, at all times, must be deployed, assigned, and maintained by a single individual; however, sharing the phone within your agency or organization is encouraged. The individual holding responsibility for each phone must be an employee of its respective organization. The phone voicemail should be configured and accessible to a shared group of users if the phone is intended to serve more than a single user.
- XII. All phone users must be trained in Iridium 9505A care and operation.
- XIII. Phones must be stored in secure location(s).
- XIV. Participating agencies will determine optimal deployment and storage locations.
- XV. Phones must remain in Oregon unless the responsible party is traveling or is deployed outside of Oregon.
- XVI. Phones must never be checked baggage on a commercial flight. They must be part of your carry-on baggage.
- XVII. Phones must never be stored in a vehicle where they are visible.
- XVIII. If a phone is stolen, lost, misplaced, or destroyed; the responsible individual must contact HAN.OREGON@state.or.us or 971-673-1319 within 24 hours to ensure the service is suspended.

By signing below, my agency agrees to these terms.

Signature: _____ **Date:** _____

Name & Title: _____

**ATTACHMENT 4
TO PROGRAM ELEMENT #12**

OR-IRIS AGREEMENT

**NOTE TO LPHA: THE FOLLOWING "ACCESS AGREEMENT"
IS AN EXAMPLE ONLY – DO NOT COMPLETE OR SIGN**

Agreement Number 000000

***State of Oregon
Network and Information Systems
Access Agreement***

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

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

***LPHA Name
Address
City, ST Zip
Phone number:
Fax number:
Email address:***

...hereinafter referred to as "Agency" or "Receiver" interchangeably.

Access to be granted under this Agreement relates principally to OHA's

***Name of Office, Program, etc.
Address
City, state, zip
Agreement Administrator:
Phone number:
Fax number:
Email address:***

1. PURPOSE

The purpose of this Agreement is to define the roles and responsibilities of the parties when accessing information, networks, and systems of either party, to identify which party is receiving the access/information (Receiver) and which party is providing the access/information (Grantor), and to identify the information/system access required.

2. EFFECTIVE DATE AND DURATION

*This Agreement shall become effective **June 1, 2012** regardless of the date on which all parties have signed and shall remain **perpetually effective until terminated**. The parties agree to review and the Agreement as necessary every 2 years. Parties agree to amend the Agreement as necessary, and terminate the Agreement and all resulting access privileges when access is no longer necessary.*

3. RESERVATION OF RIGHTS / TERMINATION

This Agreement may be terminated at any time by mutual consent of the parties.

This Agreement may be terminated by either party upon delivery of 30 days written notice of the other party.

Grantor of the access/information reserves the right to immediately revoke the Access granted through this Agreement for failure to comply with the requirements of this Agreement.

Grantor of the access/information reserves the right to terminate this Agreement or modify access to the information if there are changes or revised interpretations in federal or state laws, rules, regulations, or if Grantor has changes in policies that require such change.

The Receiver of the access/information agrees to provide the Grantor of the information/access, as requested, access to Receiver's officers, agents, LPHAs, subcontractors, employees, facilities and records necessary to determine:

- *Receiver's compliance with the terms and conditions of this Agreement;*
- *Whether or not to continue to grant Access, in whole or in part, under this Agreement;*
- *Any additional information the Grantor of the information/access may require to meet any state or federal laws, rules and regulations regarding use and disclosure;*
- *Receiver's documentation of a written security risk management plan.*

In the event the Receiver fails to abide with the above requirement, the Grantor of the information/access reserves the right to immediately revoke the access granted through this Agreement.

4. INDEMNITY / INSURANCE

OHA and Agency shall be responsible exclusively with respect to their own employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Each party shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

5. DOCUMENTS

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

- A. *Exhibit A: Roles and Responsibilities*
- B. *Attachment 1: Scope of Access*

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

6. CONFIDENTIALITY, PRIVACY, AND SECURITY

A. Confidentiality of Client Information

- 1) *All information as to personal facts and circumstances obtained by the LPHA on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.*
- 2) *The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources.*
- 3) *OHA, LPHA and any subcontractor will share information as necessary to effectively serve OHA clients.*

B. Information Privacy/Security/Access

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

7. AGREEMENT CONTACTS

OHA: *Agreement Administrator:
Public Health Division
Address
City, State Zip
Phone number:
Fax Number:
Email:*

LPHA: *LPHA Name
Address
City, OR Zip
Phone number:
Facsimile number:
Email:*

8. SIGNATURES

LPHA, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

LPHA signature

OHA signature

OCP signature

**EXHIBIT A
ROLES AND RESPONSIBILITIES**

1. DEFINITIONS

- *“Access” means access to any combination of Client Records, Information Assets, and Network and Information Systems.*
- *“Client Record(s)” means any client, applicant, or participant information regardless of the media or source, provided by OHA to the LPHA.*
- *“User” means any individual authorized to access Network and Information Systems and who has an assigned unique log-on identifier.*
- *“Individual User Profile (IUP)” refers to an OHA form used to authorize a User, identify their job assignment and the required access to OHA Network and Information System(s). It generates a unique alpha/numeric code used to access the OHA Network and Information Systems. (NOTE: The LPHA may have a similar process to be used when granting OHA access to their information.)*
- *“Network and Information System(s)” is the computer infrastructure which provides personal communications; Client Records; regional, wide area, and local networks; and the internetworking of various types of networks.*
- *“Information Asset(s)” refers to all information provided through OHA, regardless of the source, which requires measures for security and privacy.*
- *“Incident” is a threat or event that compromises, damages, or causes a loss of confidential or protected information (e.g., unauthorized disclosure of information, failure to protect user IDs, theft of computer equipment or Client Records, etc.)*

2. ACCESS CONTROL

Receiver agrees to keep the GIS Data Tool Secure.

If required for access, the Grantor agrees to promptly review requests, including forms such as the IUP, and will:

- *Notify the Receiver of the approval or denial of its request for each User for whom Access has been requested;*
- *Provide any unique log-on identifier required for approved Access;*
- *Ensure that updates to approved inquiry processes and instructions are provided to LPHA.*

Receiver agrees to complete any forms (such as the IUP) for each person for whom Access is requested. The original shall be kept in a secure location. The form shall be provided to the Grantor upon request.

No User shall access data or use the GIS tool for any purpose other than those specifically authorized under this Agreement.

Except as otherwise specified or approved by the Grantor neither the Receiver nor its Users shall modify, alter, delete, or destroy any Information Assets.

The Receiver shall immediately notify the Grantor when the Receiver, or its Users, no longer require Access whether due to changes in their individual duties or due to changes in the Receiver's programs covered under this Agreement.

3. SECURITY

The Receiver shall have established privacy and security measures in place that meet or exceed the standards set in laws, rules, and regulations, and that are applicable to Users regarding the safeguarding, security and privacy of Client Records, all Information Assets, regardless of the media, and all Network and Information Systems.

The Receiver shall prevent any unauthorized access to the Grantor's Network and Information Systems by its Users. The Receiver shall ensure the level of security and privacy protection required in accordance with this Agreement is documented in a security risk management plan. The Receiver shall make its security risk management plan available to the Grantor for review upon request.

The Receiver shall maintain security of equipment and ensure the proper handling, storage and disposal of all Information Assets accessed, obtained, or reproduced through this Agreement to prevent inadvertent destruction or loss, ensure proper disposal when the authorized use of that information ends, consistent with the record retention requirements otherwise applicable to this Agreement.

4. USER DISCLOSURE OF INFORMATION

Wrongful use or disclosure of Information Assets by the Receiver or its Users may cause the immediate revocation of the access granted through this Agreement, in the sole discretion of the Grantor, or the Grantor may specify a reasonable opportunity for the Receiver to cure the unauthorized use or disclosure and end the violation, and terminate access if the Receiver does not do so within the time specified by the Grantor. Legal actions also may be taken for violations of applicable regulations and laws.

The Receiver shall immediately report any Incidents involving Access addressed in this Agreement to the Grantor. The Receiver shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing a privacy or security Incident. This requirement applies regardless of whether the Incident was accidental or otherwise.

The Receiver and its Users shall comply with all federal and state laws, rules, and regulations applicable to the privacy, confidentiality, or security of Access, including HIPAA. The Receiver shall have established privacy and security measures in place that meet or exceed the standards set in OAR 407-014-0300 through OAR 407-014-0320.

The use and disclosure of any Access is strictly limited to the minimum information necessary to perform the required services.

5. SUBCONTRACTING *The Receiver shall ensure all subcontractors are held to the same requirements as the Receiver regarding Access.*

6. COSTS *Each party to this Agreement will bear their own cost, if any, related to obtaining Access.*

ATTACHMENT #1 SCOPE OF ACCESS

Contracting Business Entity (CBE) refers to any person, business, non-profit organization, tribe or governmental entity, which are contracted to provide and/or exchange services and/or products with DHS/OHA where an information exchange is required. OHA desires to share a copy of the GIS Data Tool developed by the Public Health Preparedness Program (PHEP) with the CBE for the purpose of CBE and its subcontractor(s) adding additional layers to the platform and to the layers PHEP has created.

It is the understanding of both parties that the GIS Data Tool will be used for our emergency preparedness planning, response and recovery activities. The parties agree to share data layers over time or upon request as a mutual resource.

CBE will grant OHA access to some or all of the data layers added to the GIS Data Tool, as agreed by both parties. The information in the GIS Data Tool is considered sensitive but unclassified, and shall be used for official use only.

Access and information flow will occur from:

↑DHS/OHA to CBE (i.e. CBE has access to DHS/OHA's Information Assets and systems)

↑CBE to DHS/OHA (i.e. DHS/OHA has access to CBE's Information Assets and systems)

↑Both of the above (i.e. information is exchanged both ways)

Information to be accessed includes:

↑PHI Personal Health Information (OHI), **Personal Health Information (PHI)** means information that relates to:

- The individuals past, present or future physical or mental health or condition,
- The provision of health care to the individual, or
- The past, present, or future payment for the provision of health care to the individual, and that identifies the individual, or for which there is a reasonable basis to believe it can be used to identify the individual.

↑ Personally Identifiable Information (PII), **Personal Identity Information (PII)** means personally identifiable information, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

↑Financial Information

↑Information contains only de-identified Health Information (Do NOT check if PHI or PII is checked) de-identified health information means health information that does not identify an individual and with respect to which no reasonable basis exists to believe that the information can be used to identify an individual is not individually identifiable [as defined in 45 CFR § 164.514(a)].

↑ Other information (describe): None of the above. Access to copy of GIS Tool, and to data and layers within the GIS Data Tool only (provided by OHA).

Systems to be accessed include:

↑E-Mail – DHS/OHA email account authorized. This authorizes the CBE to acquire DHS/OHA email accounts upon completed IUP for each individual, and requires signature by a DHS/OPHA manager.

↑Network – Network login authorized. This authorizes the CBE to acquire DHS/OHA Network Login IDs upon completed IUP for each individual, and requires signature by a DHS/OHA manager.

↑Other (Describe): Neither of the above.

**ATTACHMENT 5
TO PROGRAM ELEMENT #12**

RECOMMENDED PLANS

County EOP

ESF – 8

- Public Health
- Medical / EMS
- Mental Health
- Mass Fatality Management

ESF-8, Health and Medical, is not an exclusively public health responsibility. Public health should be deeply involved in most if not all of the issues included therein, however, and will likely act as the coordinating entity for ESF-8. This is something that must be worked out locally in coordination with local emergency management and with EMS, mental health services, health care providers and chief elected officials.

Public Health Specific Plans / Procedures

PHEP Base Plan (If not part of ESF-8)

- Direction and Control (how response is organized)
- Public Information, Emergency Risk Communication
- Communications (Tactical communications, information sharing)
- Resource Management Plan / Procedures

Public Health Operations

- Emergency Mass Dispensing / Vaccination and/or Distribution
- Isolation and quarantine (may be in EPI procedures)
- Surveillance and outbreak investigation (how to ramp up; may be in EPI procedures)
- Environmental Health
- Water and Food Safety, Sanitation and Air quality (depends on county)

Volunteer Management Plan / Procedures

Behavioral Health (addressed separately or integrated into plans/procedures)

Vulnerable Populations (addressed separately or integrated into plans/procedures)

Biodetection System Response (only for Medford, Portland areas)

Continuity of Operations Plan

Supporting Documents

Public Health HVA / HRA

Mutual Aid Agreements

Vulnerable populations data

Adoption ordinance / documentation

Maintaining Preparedness

Training and Exercise Plan

Two exercises / year

Tribal Coordination (if applicable)

24/7 Contact Testing

HAN testing, staff assembly drills

Sat Phone Testing

Plan update schedule and documentation

Required elements may be included as part of Public Health Preparedness Plans or EOP, as stand-alone plans and procedures or—in some cases—in other policy or procedure documents. When organizing these elements, priority should be given to making them practical and usable.

Program Element #13: Tobacco Prevention and Education Program (TPEP)

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to implement Tobacco Prevention and Education Program (TPEP) activities in the following areas:
 - a. **Facilitation of Community Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon tobacco control objectives. Community partners should include non-governmental entities as well as community leaders.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco policies, including voluntary policies in schools, workplaces and public places. Enforce local tobacco-free ordinances and the Oregon Indoor Clean Air Act (OICAA.)
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco on storefronts, in gas stations, at community events and playgrounds in the community. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including working with retailers toward voluntary policies.
 - d. **Promoting Quitting Among Adults and Youth:** Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist with the enforcement of statewide tobacco control laws, including minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
 - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke.

2. **Procedural and Operational Requirements.** By accepting and using the financial assistance funds provided by OHA under this Financial Assistance Agreement and this Program Element, LPHA agrees to conduct TPEP activities in accordance with the following requirements:
 - a. LPHA must have on file with OHA an approved Local Program Plan by no later than June 30th of each year. OHA will supply the required format and current service data for use in completing the plan. LPHA shall implement its TPEP activities in accordance with its approved Local Program Plan. Modifications to this plan may only be made with OHA approval.
 - b. LPHA must assure that its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.

- c. LPHA must use the funds awarded to LPHA under this Agreement for this Program Element in accordance with its budget as approved by OHA and attached to this Program Element as Attachment 1 and incorporated herein by this reference. Modifications to the budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, other disease control programs, or other health-related efforts not devoted to tobacco prevention and education.
 - d. LPHA must attend all TPEP meetings reasonably required by OHA.
 - e. LPHA must comply with OHA's TPEP Program Guidelines and Policies.
 - f. LPHA must coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.
 - g. In the event of any omission from, or conflict or inconsistency between, the provisions of the Local Program Plan on file at OHA, the Budget set forth in Attachment 1 and the provisions of the Agreement and this Program Element, the provisions of the Agreement and this Program Element shall control.
3. **Reporting Requirements.** LPHA must submit Local Program Plan reports on a quarterly schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the quarter towards completing activities described in its Local Program Plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use.
4. **Performance Measures.** LPHAs that complete fewer than 75% of the planned activities in its Local Program Plan for two consecutive calendar quarters in one state fiscal year shall not be eligible to receive funding under this Program Element during the next state fiscal year.

Attachment 1 Budget

Line Item Budget and Narrative Worksheet

Please complete the following Line Item Budget for: **OHA TPEP PE13 for FY2014 (07/01/13-06/30/14)**
 Identify only funds requested under the OHA TPEP PE13 RFA.
 Please call your Community Programs Liaison with questions related to this form.

	Agency:	Clackamas County Public Health							
	Fiscal Contact:	Sherry Whitehead							
	E-mail address:	swhitehead@clackamas.us							
	Phone Number:	503-742-5342	Fax Number:	503-742-5352					
Budget Categories	Description							Total	
(1) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary			
	1	Program Coordinator	\$58,956	96.00%	12	56,597.76			
	2	Program Planner	\$54,328	50.00%	12	27,164.00			
	3	Human Srvc. Coordinator	\$59,455	40.00%	12	23,782.00			
	4	Program Supervisor	\$76,082	0.00%	12	0.00			
	TOTAL SALARY						\$107,543.76		
Narrative: Program Coordinator ensures appropriate staff assignments to accomplish each best practice objective, works in all selected objectives. Primary responsibilities include: tobacco-free worksites, implementing the Indoor Clean Air								\$107,544	
(2) Fringe Benefits	Position #	Total Salary	Base if Applicable	%	=	Total Fringe			
	1	56,597.76		72.18%	=	35,562.00			
	2	27,164.00		70.99%	=	17,475.00			
	3	23,782.00		41.68%	=	9,912.34			
	4	0.00		60.90%	=	0.00			
TOTAL FRINGE						\$62,949.34		\$62,949	
(3) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer).						\$0		
	Narrative:							\$0	
(4) Supplies	Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc.						\$0	\$0	
(5) Travel	This covers in-state, out-of-state, and travel to all required trainings.								
		In State			Out Of State		Subtotal		
	Narrative: State TPEP training in Roseburg - two staff One staff to Tobacco Control Conference								
	Per Diem:	\$360		\$230			\$590		
	Hotel:	\$600		\$600			\$1,100		
	Air fare:			\$391			\$391		
	Reg. fees:			\$450			\$450		
Other:			\$130			\$130			
Mileage:	Miles:	2500	X	.565	per mile	\$1,413		\$4,074	
(6) Other	Please list.								
	Signs						\$7,500		
	Printing						\$250		
	Office Rental						\$6,700		
	Training						\$1,500		
	Postage						\$150		
	Casualty Insurance						\$700		
(7) Contracts: Contracts must be pre-approved by liaison	List all sub-contracts and all contractual costs, if applicable.							\$5,000	
	Worksite wellness and retail environment policy development						\$5,000		
							\$0	\$5,000	
(8) Total Direct Costs	(Sum of 1 through 7)							\$195,637	
(9) Cost Allocation and Indirect Rate	Indirect @		0.00%			\$0	\$31,301		
(10) TOTALS	(Sum of 8 & 9). Should equal OHA TPEP PE13 Request.							\$226,938	

Program Element #40: Family Health Services (“FHS”) - Special Supplemental Nutrition Program for Women, Infants and Children (“WIC”) Services

The funds provided under this Agreement for Program Element #40 must only be used in accordance with and subject to the restrictions and limitations set forth below to provide the following services:

- Special Supplemental Nutrition Program for Women, Infants and Children services (“**WIC Services**”),
- Farm Direct Nutrition Program services (“**FDNP Services**”), and
- Breastfeeding Peer Counseling Program services (“**BFPC Services**”).

The services described in Sections 2, 3, and 4 below, are ancillary to basic WIC Services described in Section 1. In order to participate in the services described in Sections 2, 3, or 4, LPHA must be delivering basic WIC Services as described in Section 1. The requirements for WIC Services also apply to services described in Sections 2, 3, and 4.

1. WIC Services.

- a. **Description of WIC Services.** WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of Food Instruments for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.
- b. **Definitions Specific to WIC Services.**
 - i. **Applicants:** Pregnant women, Breastfeeding women, Postpartum Women, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of applicant Breastfeeding women. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.
 - ii. **Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the Oregon Health Authority (OHA), Public Health Division, Financial Assistance Award document, is determined by OHA using the WIC funding formula approved by CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA’s caseload management performance and is used in determining NSA funding for LPHA.
 - iii. **Breastfeeding:** The practice of a mother feeding her breast milk to her infant(s) on the average of at least once a day.

- iv. **Breastfeeding Women:** Women up to one year postpartum who breastfeed their infants.
- v. **Caseload:** For any month, the sum of the actual number of pregnant women, Breastfeeding Women, Postpartum Women, infants and children who have received Supplemental Foods or Food Instruments during the reporting period and the actual number of infants breastfed by Participant Breastfeeding Women (and receiving no Supplemental Foods or Food Instruments) during the reporting period.
- vi. **Certification:** The implementation of criteria and procedures to assess and document each Applicant's eligibility for WIC Services.
- vii. **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.
- viii. **Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.
- ix. **Food Instrument:** A voucher, check, coupon or other document that is used by a Participant to obtain Supplemental Foods.
- x. **Health Services:** Ongoing, routine pediatric, women's health and obstetric care (such as infant and child care and prenatal and postpartum examinations) or referral for treatment.
- xi. **Nutrition Education:** The provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize the relationship between nutrition, physical activity, and health, all in keeping with the individual's personal and cultural preferences and socio-economic condition and related medical conditions, including, but not limited to, homelessness and migrancy.
- xii. **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.
- xiii. **Nutrition Education Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.
- xiv. **Nutrition Services and Administration (NSA) Funds:** Funding disbursed under or through this Agreement to LPHA to provide direct and indirect costs necessary to support the delivery of WIC Services by LPHA.
- xv. **Nutrition Risk:** Detrimental or abnormal nutritional condition(s) detectable by biochemical or anthropometric measurements; other documented nutritionally related medical conditions; dietary deficiencies that impair or endanger health; or

conditions that predispose persons to inadequate nutritional patterns or nutritionally related medical conditions.

- xvi. **Participants or WIC Participants:** Pregnant women, Breastfeeding women, Postpartum Women, infants and children who are receiving Supplemental Foods or Food Instruments under the program, and the breastfed infants of participating Breastfeeding Women.
 - xvii. **Postpartum Women:** Women up to six months after termination of a pregnancy.
 - xviii. **Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Women, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.
 - xix. **TWIST:** The WIC Information System Tracker which is OHA's statewide automated management information system used by state and local agencies for:
 - (A.) provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and Food Instrument issuance;
 - (B.) redemption and reconciliation of Food Instruments including electronic communication with the banking contractor;
 - (C.) compilation and analysis of WIC Services data including Participant and vendor information; and
 - (D.) oversight and assurance of WIC Services integrity.
 - xx. **TWIST User Training Manual:** The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates as accepted by the LPHA.
 - xxi. **WIC:** The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, as amended through PL105-394, and the regulations promulgated pursuant thereto, 7 CFR Ch. II, Part 246.
 - xxii. **WIC Manual:** The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates accepted by the LPHA.
- c. **Procedural and Operational Requirements of WIC Services.** All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual:

i. Staffing Requirements and Staff Qualifications.

- (A.) LPHA must utilize a competent professional authority at each of its WIC Services sites for Certifications, in accordance with 7 CFR 246.6(b)(2), and the agreement approved by the CLHO Maternal and Child Health (MCH) Committee on January 2001, and the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO Maternal and Child Health (MCH) Committee on March 2006, and the CLHO Executive Committee on April 2006. A competent professional authority is an individual on the staff of LPHA who demonstrates proficiency in certifier competencies, as defined by the Policy #660 in the WIC Manual (a copy of which OHA will provide to LPHA) and is authorized to determine Nutrition Risk and WIC Services eligibility, provide nutritional counseling and Nutrition Education and prescribe appropriate Supplemental Foods.
- (B.) LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from Department upon request); as defined by Policy #661; and the agreement approved by the CLHO MCH Committee on January 2001 and March, 2006 and the CLHO Executive Committee on February 2001 and April 2006. A qualified nutritionist is an individual who has a master's degree in nutrition or its equivalent; is a Registered Dietitian (RD) registered with the American Dietetic Association (ADA) or an individual eligible for registration with the ADA; or is an Oregon Licensed Dietitian (LD).

ii. General WIC Services Requirements. By utilizing OHA financial assistance to deliver WIC Program services, LPHA agrees to deliver these WIC services in accordance with the requirements set forth as follows:

- (A.) LPHA shall provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR, Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0090, such U.S. Department of Agriculture directives as may be issued from time to time during the term of the Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the agreement approved by the CLHO MCH Committee on January 2001, and the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

- (B.) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA shall have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when health services are provided through referral, in accordance with 7 CFR 246.6(b)(3) and (5); and the agreement approved by the CLHO MCH Committee 1-01 on January 2001, and by the CLHO Executive Committee 2-01 on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (C.) Each WIC LPHA must make available to each Participant a minimum of two Nutrition Education contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's Certification Period, in accordance with 7 CFR 246.11 and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (D.) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR 246.7 and the agreement approved by the CLHO MCH Committee on January 2001, April 2004, and March 2006, respectively, and the CLHO Executive Committee on February 2001 and April 2006 and the TWIST User Training Manual.
- (E.) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR 246.6(b)(8) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (F.) LPHA, in collaboration with OHA, shall manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR 246.6 (b)(1) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (G.) As a condition to receiving funds under the Agreement, LPHA must have on file with OHA, a current annual Nutrition Education Plan that meets all requirements related to plan, evaluation, and assessment.. Each Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves the right to approve or require modification to the Plan prior

to any disbursement of funds under this Agreement. The Nutrition Education Plan, as updated from time to time, is an attachment to this Agreement, in accordance with 7 CFR 246.11 (d)(2); and the agreement approved by the CLHO MCH Committee on January 2001, April 2004, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

(H.) LPHA shall utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the percentage specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR 246.14(c)(1) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006..

(I.) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7CFR 246.19(b)(1)-(6); and the agreement approved by CLHO MCH Committee on January 2001, and by CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006. The scope of this review is described in Policy 215 in the WIC Manual.

d. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting obligations set forth in Section 8 of Exhibit E of this Agreement, LPHA shall submit the following written reports to OHA:

- i. Quarterly reports on (1) the percentage of its NSA Funds used for Nutrition Education activities and (2) the percentage used for Breastfeeding education and support.
- ii. Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.

e. Performance Measures.

- i. LPHA shall serve an average of greater than or equal to 97% and less than or equal to 103% of its Assigned Caseload over any twelve (12) month period.
- ii. OHA reserves the right to adjust its award of NSA Funds, based on LPHA performance in meeting or exceeding Assigned Caseload.

2. Special Supplemental Nutrition Program for Women, Infants and Children - Farm Direct Nutrition Program (FDNP) Services.

a. General Description of FDNP Services. FDNP Services provide resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from local farmers to

women, infants, and children who are nutritionally at risk and who are WIC Participants. FDNP Services are also intended to expand the awareness, use of and sales at local farmers' markets and farm stands. FDNP Participants receive checks that can be redeemed at local farmers' markets and farm stands for Eligible Foods.

- b. **Definitions Specific to FDNP Services.** In addition to the definitions in Section 1.b. above, the following terms used in this Section 2 shall have the meanings assigned below, unless the context requires otherwise:
- i. **Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown fruits, vegetables and herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.
 - ii. **Farmers' Market:** Association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.
 - iii. **Farmers' Market Season or Season:** June 1 – October 31.
 - iv. **Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a farm stand. This is in contrast to a group or association of farmers selling their produce at a farmers' market.
 - v. **FDNP:** The WIC Farm Direct Nutrition Program authorized by section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers' Market Nutrition Act of 1992, Pub. L. 102-214, enacted on July 2, 1992.
 - vi. **Locally Grown Produce:** Produce grown within Oregon's borders, but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.
 - vii. **Recipients:** WIC Participants who (1) are one of the following: pregnant women, Breastfeeding women, non-Breastfeeding Postpartum Women, infants 6 – 12 months old at any time during the Farmers' Market Season and children 1 – 4 years of age at any time during the Season and (2) have been chosen by the LPHA to receive FDNP Services.
- c. **Procedural and Operational Requirements for FDNP Services.** All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- i. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
 - ii. **General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and

Procedures in the WIC Manual, including but not limited to the following requirements:

- (A.) **Coupon Distribution:** OHA will deliver FDNP checks to the LPHAs who will be responsible for distribution of these checks to Recipient. Each Recipient must be issued one packet of checks after confirmation of eligibility status. The number of check packets allowed per family will be announced before each season begins.
 - (B.) **Recipient Education:** Checks must be issued in a face-to-face contact after the Recipient/guardian has received a FDNP orientation that includes Nutrition Education and information on how to shop with checks. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Farmers' Market Client Education Requirements Policy in the WIC Manual.
 - (C.) **Security:** Checks must be kept locked up at all times except when in use and at those times a LPHA staff person must attend the unlocked checks.
 - (D.) **Check Issuance and LPHA Responsibilities:** LPHA must document the required certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA shall follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP services requirements.
 - (E.) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 230, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the State FDNP coordinator if necessary. LPHAs must record all complaints on an Oregon FDNP comment form (see Appendix B of Policy 1100 of the WIC Manual), and all originals of the completed form must be forwarded to the State FDNP Coordinator.
 - (F.) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- iii. **Reporting Obligations and Periodic Reporting Requirements.** The reporting obligations of LPHA are set forth in the Section 8 of Exhibit E of this Agreement.

3. **Breastfeeding Peer Counseling (BFPC) Services**

- a. **General Description of BFPC Services.** The purpose of BFPC Services is to increase breastfeeding duration and exclusivity rates by providing basic Breastfeeding information, encouragement, and appropriate referral primarily during non-traditional work hours at specific intervals to pregnant and Breastfeeding women who are Participants through a Peer Counselor from the local community.

- b. **Definitions Specific to BFPC Services.**
 - i. **Peer Counselor:** A paraprofessional support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant women and Breastfeeding mothers who are Participants.

 - ii. **LPHA Breastfeeding Peer Counselor Coordinator or BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of) BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual.

 - iii. **State Breastfeeding Peer Counseling Project Coordinator or State BFPC Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.

 - iv. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling for LPHA, which is set out in the OHA, Public Health Division, Financial Assistance Award document, is determined by OHA using the WIC Peer Counseling funding formula. This Assigned Peer Counseling Caseload is used as a standard to measure LPHA's peer counseling caseload management performance and is used in determining peer counseling funding for LPHA.

 - v. **Peer Counseling Caseload:** For any month, the sum of the actual number of women assigned to an LPHA peer counselor.

- c. **Procedural and Operational Requirements of the BFPC Services.** All BFPC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
 - i. **Staffing Requirements and Staff Qualifications.**
 - (A.) LPHA shall provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA's Assigned Peer Counseling Caseload and must be sufficient to maintain caseload requirements specified in the WIC Manual.

- (B.) LPHA shall recruit and select women from its community who meet the selection criteria in the WIC Manual to serve as Peer Counselors.

ii. **General Requirements for the BFPC Services.**

- (A.) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.
- (B.) **Confidentiality:** Each Peer Counselor shall abide by federal, state and local statutes and regulations related to confidentiality of Participant information.
- (C.) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements and scope of practice for Peer Counselor(s) shall be in accordance with the WIC Manual.
- (D.) **Required Documentation:** LPHA shall document Participant assignment to a peer counselor in TWIST. LPHA shall assure that all Peer Counselors document all contact with Participants according to the WIC Manual.
- (E.) **Referring:** LPHA shall develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.
- (F.) **LPHA-provided Training:** LPHA shall assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual
- (G.) **Conference Calls:** LPHA shall assure that the BFPC Coordinator(s) participate in periodic conference calls sponsored by OHA.
- (H.) **Frequency of Contact with Participant:** LPHA shall follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of Participant notifications, and the number and type of interventions included in a Peer Counselor's assigned caseload.
- (I.) **Availability.** Peer Counselors shall be available to Participants who are part of their caseload by phone during non-clinic hours, such as evenings and weekends.
- (J.) **Plan Development:** LPHA shall develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.
- (K.) **Calculation of BCP Services Time:** LPHA staff time dedicated to providing BCP Services shall not be included in the regular WIC quarterly time studies described in Section 1(e)(ii) above.

- (L.) **Counting of BFPC Services Expenditures:** LPHA shall not count expenditures from the BFPC Services funds towards meeting either its LPHA breastfeeding promotion and support targets or its Nutrition Education requirement.
 - (M.) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA will cooperate with such OHA monitoring.
 - (N.) **Performance Measures:**
 - (i.) LPHA shall serve at least 97% of its Assigned Peer Counseling Caseload over any twelve-month period.
 - (ii.) OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.
- iii. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Section 8 of Exhibit E of the Agreement, LPHA shall submit the following reports to OHA:
- (A.) A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.
 - (B.) A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual
- iv. **Terms Specific to BFPC Services.** OHA reserves the right to discontinue funding BFPC Services if the LPHA does not follow the requirements related to BFPC Services as stipulated in the WIC Manual.

Program Element #41: Reproductive Health Program

1. **General Description.** Family Planning Services are the educational, clinical and social services necessary to aid individuals to determine freely the number and spacing of their children. The purpose of the Reproductive Health Program is to provide these services through a broad range of effective contraceptive methods and reproductive health services on a voluntary and confidential basis.

2. **Definitions Specific to the Reproductive Health Program.**
 - a. **Ahlers & Associates:** Vendor for data processing contracted by the Oregon Health Authority, Reproductive Health Program.

 - b. **Client Visit Record (CVR):** Data collection tool for family planning encounters developed by HHS, Office of Population Affairs, Region X, Office of Family Planning, available from the OHA, Reproductive Health Program.

 - c. **Federal Poverty Level (FPL) Guidelines:** The annually adjusted poverty income guidelines prescribed by HHS which OHA provides to LPHA by April of each year to determine income eligibility for clients.

 - d. **Federal Title X Program:** The federal program authorized under Title X of the Public Health Service Act to provide family planning services, supplies and education to anyone seeking them. By law, priority is given to low-income clients.

 - e. **Oregon Infertility Prevention Project (IPP):** A project funded by the Centers for Disease Control & Prevention (CDC) to control the spread of Chlamydia through the collaborative efforts of sexually transmitted disease clinics, reproductive health care providers, and public health laboratories.

 - f. **Program Income:** Additional revenue generated by the provision of reproductive health services, such as client fees, donations, third party insurance and Medicaid reimbursement.

 - g. **Title X Program Guidelines:** *Title X Program Guidelines for Project Grants for Family Planning Services* published by the Office of Population Affairs, Office of Public Health and Science, Office of Family Planning 2001.

3. **Procedural and Operational Requirements.** All reproductive health services supported in whole or in part with funds provided under this agreement must be delivered in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Title X Program Guidelines for Family Planning, the Program Instructions, and the Oregon Health Authority, Office of Family Health, Reproductive Health Program Manual.

- a. **Title X Program Guidelines:** LPHA must: 1.) comply with the Federal Title X Guidelines for Family Planning, 2.) ensure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents, and 3.) comply with any subsequent program instructions issued by the Office of Population Affairs, including the following:
 - i. Operation of clinical sites that are open to the public on an established schedule and have specified clinical personnel as well as ancillary staff who can provide Family Planning Services to the public.
Citation 42 CFR 59.5 (b)(3)
 - ii. Provide a broad range of contraceptive methods as defined in the Federal Title X Guidelines for Family Planning Services and as specified by the OHA Reproductive Health Program.
Citation 42 CFR 59.5 (a)(1)
 - iii. Provide an education program which includes outreach to inform communities of available services and benefits of family planning.
Citation 42 CFR 59.5 (b)(3)
 - b. **Data Collection:** LPHA must collect and submit client data for each individual receiving any service supported in whole or in part with OHA funds provided under this agreement.
Citation 42 USC 701-709
 - c. **Chlamydia Testing:** Unless this requirement is waived by OHA, LPHA shall participate in the Oregon Infertility Prevention Project for Chlamydia testing and adhere to that project's standards for identifying, screening and testing.
Citation 42 CFR 59.5 (a)(1)
4. **Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E Section 8 of this agreement, LPHA shall submit to OFH the following written reports:
- a. **Annual Plan for Family Planning Services** covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.
Title X Regulation 6.2
 - b. **Projected Budget for Family Planning Services** covering the period of July 1 through June 30 of the succeeding year. OHA will provide due date and required format.
Citation 45 CFR 92.20
 - c. **Family Planning Program-Specific Revenue and Expenditure Report** must be submitted quarterly to the Office of Financial Services and to the Reproductive Health Program Office on the dates specified in Exhibit E Section 8 of this Agreement.

5. Program Income

- a. **Sliding Fee Scale:** If any charges are imposed upon a client for the provision of family planning services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OFH-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC 701-709.
Citation 42 CFR 59.5 (a) (7) and (a) (8)
- b. **Fees:** Any fees collected for family planning services shall be used only to support the Family Planning Program.
Citation 45 CFR 74.21, 74.24, 92.20, 92.25
- c. **Disposition of Program Income Earned:** OHA requires that LPHA maintain separate fiscal accounts for program income collected from providing family planning services. Program income collected under this Agreement subsection must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element description, and may not be carried over into subsequent years. See definition 2.e of this PE for definition of program income.
Citation 45 CFR 74.21, 74.24, 92.20, 92.25
- d. **Indirect Costs:** LPHA may not use more than 10% of the funds awarded for family planning services on indirect costs. For purposes of this Contract, indirect costs are defined as costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities, administrative salaries, equipment, depreciation, etc." in accordance with 42 USC 701-709.
Citation 42 USC 701-709

Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services

1. **Purpose of MCAH Services.** Funding provided under the current Public Health Financial Assistance Agreement (the "Agreement") for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below to provide the following services:

- Maternal, Child and Adolescent Health (MCAH) Preventive Health Services (or "MCAH Service(s)");
- Oregon Mothers Care (OMC) Services;
- Maternity Case Management (MCM) Services; and
- Babies First! (B1st!) and/or Nurse Family Partnership (NFP)

If funds awarded to LPHA for MCAH Services, in the Financial Assistance Award located at Exhibit B to the Agreement, are restricted to a particular MCAH Service, those funds shall only be used by LPHA to support delivery of that specific service. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

2. **General Requirements**

- a. **Data Collection:** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], to the OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- b. **Administration:** LPHA shall not use more than 10% of the Federal Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Agreement, indirect costs are defined as "costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc." in accordance with Title V, Section 504 [42 USC 704(d)].
- c. **Sliding Fee Scale:** If any charges are imposed upon a client for the provision of health services assisted by the State under this Program Element, such charges: (1) will be pursuant to a public sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income mothers and children, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with Title V, Section 505 [42 USC 705 (5) (D)].
- d. **Fees:** Use of any fees collected for these services shall be dedicated to such services.

- e. **Medicaid Application:** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to develop the specific procedures that LPHA will implement to provide Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705(a)(5)(F)(iv)] .

f. MCAH Funds

- i. MCAH funds shall be used for any service or activity described in this Program Element according to the following limitations:
 - (A.) **MCAH/Title V Child and Adolescent Health Funds:** A minimum of thirty percent (30%) of the total LPHA Federal Title V Funds are designated for services for infants, children, and adolescents (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - (B.) **MCAH/Title V Flexible Funds:** The remainder of the total LPHA Federal Title V Funds are designated for program or services for women, infants, children and adolescents.
 - (C.) **MCAH/Perinatal Health State General Funds:** Perinatal Health State General Funds shall be used by LPHA for public health services for women during the perinatal period (one year prior to conception through one year postpartum).
 - (D.) **MCAH/Child and Adolescent Health State General Funds:** Child and Adolescent Health State General Funds shall be used by LPHA for public health services for infants, children and adolescents.
 - (E.) **Federal Title V Funds:** Federal Title V Funds shall not be used as match for any federal funding source.
- ii. **Babies First! (B1st!) and NFP Services.** State General Funds for B1st! shall be limited to expenditures for those services. MCAH/Title V Funds (2.g.i.(A). and (B).) may also be used for activities connected with the B1st! and/or NFP Services within the limitations described in subsection 2.g.i., above,
- iii. **School-Based Health Centers.** MCAH/Title V Funds (2.g.i.(A). and (B).) may also be used for School-Based Health Centers within limitations of subsection 2.g.i. above.

3. MCAH Services Supported by MCAH Funds

a. Definitions Specific to this Section.

i.MCAH Services: Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.

ii.MCAH Flexible Funds: Federal Title V and State General Funds that can be used for any MCAH Service within the scope of the limitations in 2.g.i. above.

b. Procedural and Operational Requirements. All MCAH Services supported in whole or in part with MCAH Funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

i. LPHA shall submit a Comprehensive MCAH Plan of the public health goals and services appropriate for the MCAH population within the jurisdiction of the county. A Comprehensive MCAH Plan shall include:

(A.) Assessment of the health needs of the MCAH population

(B.) Goals, objectives, activities, and timelines

(C.) Evaluation plan to measure progress and outcomes of the Plan.

(D.) Projected use of MCAH Flexible Funds and other funds supporting Plan activities and goals

ii. LPHA shall provide MCAH Services administered or approved by OHA that support optimal health outcomes for women, infants, children, and adolescents.

(A.) Services administered by OHA include (but are not limited to):

(I.) Preconception health services such as preventive health and health risk reduction services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health. Preconception health is defined as interventions that aim to identify and modify biomedical, behavioral, and social risks to a woman's health or pregnancy outcome through prevention and management, emphasizing those factors which must be acted on before conception or early in pregnancy to have maximal impact.

(II.) Perinatal health services such as OMC Services, MCM Services; or other preventive health services that improve pregnancy outcomes and health.

(III.) Infant and child health services such as B1st! and NFP Services, Child Care Consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death Follow-up, Oral Health including dental sealant services; or other health services that improve health outcomes for infants and young children; and

(IV.) Adolescent health services such as School-Based Health Centers; ; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

(B.) LPHA may provide other MCAH services identified through the LPHA Comprehensive MCAH Plan and local public health assessment, and approved by OHA.

(C.) Subject to OHA approval and notwithstanding the provisions of sections 1., and 2.f. of this Agreement, LPHA may provide MICAH-related clinical or outpatient services with funds under this Program Element, when all other payment options for such services are unavailable.

c. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in section 8 of Exhibit E of this Agreement, LPHA shall submit Annual Reports for the Comprehensive MCAH Plan and collect and submit data for clients receiving MCAH Services supported with funds from OHA under this Agreement, satisfactory to OHA.

i. A progress report on the goals and activities of the Comprehensive MCAH Plan must be submitted in conjunction with the Local Public Health Authority Annual Progress Report.

ii. By September 30 of each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS).

(A.) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.

(B.) If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.

iii. At a minimum, client data shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services.

4. Oregon MothersCare (“OMC”) Services

a. **General Description.** OMC Services are referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall provide an ongoing outreach campaign, utilize the statewide toll-free SafeNet (211 Info) telephone hotline system, and provide local access sites to assist women to obtain prenatal care services.

- b. Procedural and Operational Requirements for OMC Services.** All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- i.** LPHA must designate a staff member as its Oregon MothersCare Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA's Oregon MothersCare Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
 - ii.** LPHA must follow the Oregon MothersCare Protocols, as described in OHA's Oregon MothersCare Manual April, 2005, provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, maternity case management, prenatal care, including dental care, and other services as needed by pregnant women.
 - iii.** As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.
 - iv.** LPHA or its OMC site designee must assist all women seeking OMC Services in accessing prenatal services as follows:
 - (A.)** LPHA must provide follow up services to clients and women referred to LPHA by the SafeNet (211 Info) and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
 - (B.)** LPHA must provide facilitated and coordinated intake services and referral to the following services: CPC Services (such as pregnancy testing, counseling, Oregon Health Plan ("OHP") application assistance, first prenatal care appointment); MCM Services (such as initial care needs assessment and home visiting services); WIC Services; health risk screening; other pregnancy support programs; and other prenatal services as needed.
 - v.** LPHA shall make available OMC Services to all pregnant women within the county. Special outreach shall be directed to Low-Income women and women who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. "Low-Income" means having an annual household income which is 185% or less of the federal poverty level ("FPL") for an individual or family.
 - vi.** LPHA shall make available to all Low-Income pregnant women within the county assistance in applying for OHP coverage.

- vii. LPHA shall make available to all Low-Income pregnant women within the county and all pregnant women within the county who are members of racial and ethnic minorities referrals to additional perinatal health services.
- viii. LPHA shall designate a representative who shall attend OMC site meetings conducted by OHA.
- ix. Except as specified below, LPHA shall deliver directly all OMC Services supported in whole or in part with financial assistance provided to LPHA under this Agreement. With the prior written approval of OHA, LPHA may contract with one or more Providers for the delivery of OMC Services.
- c. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in section 8 of Exhibit E of this Agreement, LPHA must collect and submit client encounter data quarterly on individuals who receive OMC Services supported in whole or in part with fund provided under this Agreement. LPHA shall submit the quarterly data to OHA using OMC client tracking forms approved by OHA for this purpose.

5. Maternity Case Management (“MCM”) Services

- a. **General Description.** Maternity Case Management (“MCM”), a component of perinatal services, includes assistance with health, economic, social and nutritional factors of clients which can negatively impact birth outcomes.
- b. **Definitions Specific to MCM Services.** Case Management, Case Management Visit, Client Service Plan, High Risk Case Management, High Risk Client, Home/Environmental Assessment, Initial Assessment, Nutritional Counseling, Prenatal/Perinatal Care Provider, and Telephone Case Management Visit have the meanings set forth in OAR 410-130-0595.
- c. **Procedural and Operational Requirements for MCM Services.** All MCM Services provided with funds under this Program Element as well as those provided through the Oregon Health Plan must be delivered in accordance with the Maternity Case Management Program requirements set forth in OAR 410-130-0595.
- d. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Section 8 of Exhibit E, of this Agreement, LPHA shall collect and submit client data for all clients and visits occurring during the calendar year on to OHA, regardless of whether an individual receiving services has delivered her baby.
 - i. By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS).
 - (A.) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly;

however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.

(B.) If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.

- ii. Client data reports shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, source of payment for services, trimester at first prenatal visit, infant gestational age at delivery, infant birth weight, and infant feeding method.
- iii. All data must be collected when MCM funds made available under this Agreement are used to provide or pay for (in whole or in part) an MCM service.

6. Babies First! and Nurse Family Partnership (B1st!/NFP) Services

a. **General Description.** The primary goal of B1st!/NFP Services is to prevent poor health and early childhood development delay in infants and children who are at risk. B1st!/NFP Services are delivered or directed by Public Health Nurses (PHNs) and are provided during home visits. PHNs conduct assessment, screening, case management, and health education to improve outcomes for high-risk children. The definition of "Public Health Nurses" and client eligibility criteria are provided in OAR 410-138-000

b. **Procedural and Operational Requirements.** All B1st!/NFP Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements

i. **Staffing Requirements and Staff Qualifications.** LPHA must designate a staff member as its B1st!/NFP Coordinator

ii. **Home Visits.**

(A.) B1st!/NFP Services must be delivered by or under the direction of a PHN. A PHN must complete assessments and screenings at 0-6 weeks and 4, 8, 12, 18, 24, 36, 48, and 60 months or by LPHA agreement with NFP National Service Office. These activities should occur during home visits. Home visits may also occur to carry out a nursing care plan. Screening and assessment include, but are not limited to, the following activities:

- (I.)An assessment of the child's growth.
- (II.)A developmental screening.
- (III.)A hearing, vision and dental screening.
- (IV.)An assessment of parent/child interactions.
- (V.)An assessment of environmental learning opportunities and safety.
- (VI.)An assessment of the child's immunization status.
- (VII.)Referral for medical and other care when assessments indicate that care is needed.

- (B.) B1st!/NFP Services must be delivered in accordance with OAR 410-138-000 through OAR 410-138-0390. Nurse Family Partnership (NFP) protocols must also be delivered pursuant to guidelines in agreement with the LPHA and the Nurse Family Partnership National Service Office. (http://www.nursefamilypartnership.org/assets/PDF/Policy/HV-Funding-Guidance/NFP_Implement_Agreement.)
 - (C.) B1st!/NFP Services must include follow up on referrals made by OHA for Early Hearing Detection and Intervention, described in ORS 433.321 and 433.323.
- iii. **Targeted Case Management.** LPHA, as a provider of Medicaid services, shall comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. NFP Services comply with the B1st! requirements and may be combined with Babies First! Targeted Case Management.
- c. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in section 8 of Exhibit E of this Agreement, LPHA shall collect and report to OHA, in a format acceptable to OHA, the following data on LPHA's delivery of HRI Services:
- i. By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS).
 - (A.) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
 - (B.) If LPHA pays Providers for Services, LPHA shall include client data from those Providers.
 - ii. Client data reports shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services. The B1st!/NFP Client Data Form provided by OHA lists details of the required data elements.
 - iii. All data elements must be collected when funds provided under this Agreement for B1st!/NFP Services are used to pay for (in whole or in part) a B1st!/NFP Service.

Program Element #43: Public Health Practice (“PHP”) – Immunization Services

The funds awarded under this Agreement for Public Health Practice services may only be used in accordance with and subject to the restrictions and limitations set forth to provide immunization services (“Immunization Services”) as described in more detail below. All changes to Program Element 43 are effective upon receipt of grant award.

1. **General Procedural and Operational Requirements.** Use of any fees collected for purpose of Immunization Services shall be dedicated to and only used for payment of such Services.
2. **General Description.** Immunization Services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. The services include direct services such as education about and administration of vaccines to vulnerable populations, as well as population-based services including public education, enforcement of school immunization requirements, and technical assistance for healthcare providers who are providing vaccines to their client populations.
3. **Definitions Specific to Immunization Services.**
 - a. **317 Program:** A program that provides free vaccine to children and adults who meet eligibility requirements based on insurance status, age, school immunization requirements, risk factors, and disease exposure.
 - b. **ALERT IIS:** Oregon Health Authority’s state-wide immunization information system.
 - c. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices. Information about AFIX can be found at www.healthoregon.org/vfc
 - d. **Billable Doses:** Vaccine doses given to individuals who are insured for vaccines and can afford their insurer’s co-pay or deductible.
 - e. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
 - f. **Delegate Agency:** Immunization Provider providing Immunization Services pursuant to a subcontract of the LPHA for the purposes of providing immunization services to targeted populations.
 - g. **Enhanced Ordering Cycle (EOC):** A CDC process for ordering vaccines, where ordering frequency is linked to provider size, vaccine usage, and storage capacity.
 - h. **Exclusion Orders:** Orders notifying a parent or guardian of non-compliance with the School/Facility Immunization Law, available for review at <http://1.usa.gov/OregonSchool>
 - i. *[Reserved]*

- j. **Forecasting:** Determining vaccine doses that are due for an individual, based on the individual's immunization history and age.
- k. **Monthly Vaccine Report or MVR:** Monthly vaccine inventory report for vaccine accountability filled out by LPHA and submitted to Oregon Health Authority.
- l. **Public Provider Agreement/Public Provider Profile:** Signed agreement, required by CDC, between Oregon Health Authority and any LPHA that receives State-Supplied Vaccine/IG. LPHA shall comply with the terms and conditions of the Public Provider Agreement, including submitting an annual Public Provider Profile that enumerates the population seen by the LPHA. The Oregon Health Authority will maintain and have available for review the signed Public Provider Agreement and Public Provider Profile for Immunization Services at the Oregon Health Authority's office located at 800 NE Oregon St, Ste 370, Portland, OR 97232.
- m. **Service Areas:** Geographic areas in Oregon served by Oregon immunization providers.
- n. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by the Oregon Health Authority including, but not limited to, vaccine procured with federal and state funds. Federal funds support vaccines for the Vaccine for Children Program, an entitlement program that provides free vaccine to children 0 through 18 years who are American Indian/Alaskan Native, uninsured, underinsured and served in a public clinic or on Medicaid; and the 317 Program, a program that provides free vaccine to children and adults who meet eligibility requirements based on insurance status, age, school immunization requirements, risk factors, and disease exposure.
- o. **Surveillance:** The investigation, confirmation and reporting of communicable diseases and conditions.
- p. **Vaccine Administration Record or VAR:** An Oregon Health Authority-approved record documenting immunization screening questions asked of an individual receiving a vaccine and the data of the vaccines administered to the individual.
- q. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events to administered immunizations, available at <http://vaers.hhs.gov/index>
- r. **Vaccine Eligibility:** An individual's eligibility for state-supplied vaccine. Information about vaccine eligibility is available at the Oregon Health Authority website: www.healthoregon.org/vfc
- s. **Vaccines for Children Program:** A Federal entitlement program that provides no-cost vaccines to children 0 through 18 years who satisfy one of the following criteria:
 - i. They are American Indian/Alaskan Native;
 - ii. They are uninsured;
 - iii. They are on Medicaid;

- iv. They are underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or
 - v. They are served by LPHAs that have sub-designation agreements with FQHCs/RHCs.
- t. Vaccine Information Statement or VIS:** Information statement about each vaccine that is produced by CDC.
- u. Vaccine Stewardship:** State law requiring all entities that administer vaccines to: 1) report all vaccine administration data to ALERT IIS; and 2) biannually confirm that at least two employees are trained and certified in vaccine storage, handling and administration (unless exempt under statute).
- 4. Procedural and Operational Requirements.** All Immunization Services supported in whole or in part with funds provided under this Agreement or delivered with State-Supplied Vaccine/IG must be delivered in accordance with the following procedural and operational requirements:
- a. State-Supplied Vaccine/IG.**
 - i. LPHA shall appropriately document in the Oregon Health Authority developed or approved VAR and report to the Oregon Health Authority the appropriate eligibility of the client for State-Supplied Vaccine/IG, using the list of codes and the Vaccine Eligibility charts provided by the Oregon Health Authority, Immunization Program, to the LPHA and posted on the website:
<http://1.usa.gov/ImmunizationProviderResources>
 - ii. LPHA will be billed quarterly by the Oregon Health Authority for Billable Doses provided to those clients who are insured for vaccines and can afford their insurer's co-pay or deductible.
 - b. Vaccine Management & Accountability.**
 - i. LPHA will comply with Vaccine Stewardship statute and rules, including: biennially certifying that at least 2 immunization staff are presently trained in vaccine storage, handling and administration training(s).
 - ii. LPHA shall track, store, and manage the supply and distribution of vaccine, according to OHA and CDC guidelines set forth in the Public Provider Agreement and the OHA's Standard Operating Procedures (SOP) posted on the website:
<http://1.usa.gov/ImmunizationProviderResources> Procedures include but are not limited to the following:
 - iii. LPHA will designate one staff member as primary vaccine coordinator and at least one back-up vaccine coordinator to be responsible for all key vaccine management and accountability requirements per the Public Provider Agreement and SOP.

- iv. OHA-approved SOPs for routine and emergency vaccine routines shall be reviewed and updated annually by LPHA, or when there is a change in staff who have responsibilities specified in the plans.
 - v. Routine and Emergency SOPs must include storage and handling plans that include guidance regarding: ordering vaccines; controlling inventory; storing vaccines & monitoring conditions (i.e., twice-daily temperature logging); minimization of vaccine wastage; proper vaccine stock rotation; vaccine receiving, packing and transporting; emergency contact information & event plans; and documentation of all routine and emergency events.
 - vi. LPHA will have appropriate refrigeration units and temperature tracking equipment to store vaccine and maintain proper conditions. Certified 24-hour temperature tracking devices that meet NIST or ASTM standards are required to track temperatures in any refrigerator or freezers used to store vaccine. Whenever a refrigerator or freezer is found to be outside the acceptable temperature range, LPHA must call their State Immunization Health Educator at: (971) 673-0300, for resolution.
 - vii. LPHA will follow all CDC and OHA cold chain requirements. This includes (but is not limited to): following all vaccine off-site transporting protocols and procedures; reporting and responding to vaccine expiration, wastage and compromised cold-chain events; returning all spoiled or expired state-supplied vaccines; prohibition of pre-drawing vaccines into syringes; and safeguarding of vaccines by providing facility security.
- c. Delegate Agencies.**
- i. All Delegate Agencies to which the LPHA supplies State-Supplied Vaccine/IG must agree to the requirements as spelled out in the County Delegate Agency Vaccine Certification "D", a copy of which is available from the OHA's Immunization Program at (971) 673-0300.
 - ii. LPHA shall complete a County Delegate Agency Vaccine Certification "D" for every Delegate Agency biennially. This Certification "D", when executed by the LPHA and acknowledged and agreed to by a Delegate Agency, serves as the agreement between the LPHA and that Delegate Agency.
 - iii. LPHA shall review each Delegate Agency on-site biennially using the Delegate Agency Review Tool, which OHA will provide to LPHA.
- d. Vaccine Administration.**
- i. Annually in accordance with a schedule determined by OHA in consultation with LPHA or as requested by OHA, LPHA shall submit a duly executed Immunization Program Public Provider Agreement and Public Provider Profile, both of which are requirements of CDC for any LPHA that receives State-Supplied Vaccine/IG. LPHA shall comply with the terms and conditions of the Public Provider Agreement.

- ii. OHA will maintain and have available for review the signed Immunization Program Public Provider Agreement and Public Provider Profile at the OHA's office located at 800 NE Oregon St, Ste 370, Portland, OR 97232.
- iii. All State-Supplied Vaccine/IG must be offered to appropriate clients and may only be administered in accordance with the current recommendations of the Department of Health and Human Services' Advisory Committee on Immunization Practices (ACIP) and OHA's Communicable Disease Summaries, as summarized in OHA's Model Standing Orders for Vaccines, and in accordance with the Standards for Child and Adolescent Immunization Practices and the Standards for Adult Immunization Practices. These documents and standards are available for review at: <http://1.usa.gov/ImmunizationProviderResources>
- iv. In connection with the administration of a vaccine, LPHA must:
 - (A.) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
 - (B.) Document administration of the immunization in a permanent file, including: vaccine name, date of administration, vaccine eligibility code, manufacturer and lot number, signature and title of the person administering the dose, address of clinic, date printed on the VIS, date the VIS was given, contraindication questions, and HIPAA/ALERT signature requirement. At a minimum, must retain OHA's "Vaccine Administration Record" or an OHA approved equivalent as documentation.
 - (C.) LPHA shall comply with state and federal statutory and regulatory retention schedules, available for review at OHA's office located at 800 NE Oregon St, Ste 370, Portland, OR 97232. In cases of claim or lawsuit arising out of the administration of vaccine to any individual, vaccine administration records must be retained until final disposition of the claim, including completion of any appeals.
 - (D.) LPHA shall not impose a charge for the cost of State-Supplied Vaccine/IG, except for Billable Doses. Vaccine charges for Billable doses must not exceed the Oregon Health Authority published price list.
 - (E.) LPHA shall not impose a charge for the administration of State-Supplied Vaccine/IG, except for Billable doses, in any amount higher than \$15.19 (per shot), the maximum fee established by Medicaid for the State of Oregon.
 - (F.) LPHA shall not deny administration of a VFC or 317 vaccines to a child seeking such vaccine due to the inability of the child's parent/guardian/individual of record to pay an administration fee. VFC and 317 administration fees must be waived if the client is unable to pay.

- e. **Immunization Rates and Assessments.** OHA shall provide annually to LPHA their AFIX rates and their population-based rates for the entire county. LPHA shall participate in annual AFIX quality improvement activities, and use these rate data to direct immunization activities.

- f. **Perinatal Hepatitis B Prevention.**
 - i. LPHA must provide case-management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area. Case management, in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at: <http://1.usa.gov/PerinatalHepB> shall include, at a minimum:
 - (A.) Notification of the appropriate hospital infection control unit of any pending delivery by an HBsAg-positive pregnant woman who has been reported to the LPHA.
 - (B.) Enrollment of newborn into case management program and initial education and referral of HBsAg-positive mother and her susceptible household and sexual contacts for follow-up care including offering vaccination to all susceptibles.
 - (C.) If LPHA's service area is anywhere in Oregon excluding Washington and Clackamas counties, the LPHA is responsible for documentation of the infant's completion or status of the 3-dose hepatitis B vaccine series by 15 months of age and post-serological testing by 18 months of age. LPHA shall submit such documentation, as applicable, to the OHA at the time that each dose is administered to the infant and/or susceptible household or sexual contact and at the time that the testing is conducted.
 - (D.) If LPHA's service area is Multnomah County, the award of funds under this Agreement to LPHA for this Program Element will include funds to implement centralized case management work for the tri-county area, to include Clackamas, Multnomah and Washington counties. The funds awarded for centralized case management work will be identified by footnote in the award. LPHA shall use this portion of the award to fund a position responsible for tracking clients and reporting doses administered and testing completed.
 - ii. LPHA shall work with hospitals to promote the administration of Hepatitis B birth doses to all infants and Hepatitis B immune globulin (HBIG) and hepatitis B vaccines to infants born to HBsAg-positive women, and women whose HBsAg status is unknown.

- g. **Tracking and Recall.**
 - i. LPHA shall forecast shots due for a child eligible for Immunization Services using the ALERT IIS electronic forecasting system.

- ii. LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.
- h. **WIC/Immunization Integration.** LPHA must assist and support the efforts of OHA to provide WIC Services in compliance with the intent of the USDA Policy Memorandum #2001-7: Immunization Screening and Referral in WIC, available for review at OHA 's office located at 800 NE Oregon St, Ste 370, Portland, OR 97232.
- i. **Vaccine Information.** In connection with LPHA's administration of each vaccine, LPHA must:
 - i. Provide to the vaccine recipient (or the recipient's parent or legal representative if the recipient is a minor) a copy of CDC's current VIS.
 - ii. Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.
 - iii. Make the VIS available in another language (for example, Spanish), if there are significant numbers of individuals seeking vaccines for whom English is not their first language.
- j. **Outreach and Education.** LPHA must, during the state fiscal year, design and implement two educational or outreach activities in LPHA's Service Area (either singly or in collaboration with other community and service provider organizations) for parents and/or private vaccine providers designed to raise childhood and/or adult immunization rates. These educational and outreach activities may include activities intended to reduce barriers to immunization, but may not include special immunization clinics that provide vaccine for school children or flu prevention.
- k. **Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct disease surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory Users Manual, and the Model Standing Orders for Vaccine, available for review at:
 - <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>
 - <http://public.health.oregon.gov/LaboratoryServices>
 - <http://1.usa.gov/immunizationproviderresources>
- l. **Adverse Events Following Immunizations.** LPHA must complete and return a VAERS form to OHA if:
 - i. An adverse event immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>

- ii. OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
 - iii. Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration, and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.
- m. Hepatitis B Screening and Documentation**
- i. LPHA shall screen for HBsAg status, or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
 - ii. LPHA shall work with hospitals within LPHA's Service Area selected by OHA to strengthen hospital-based screening and documentation of every delivering woman's hepatitis B serostatus.
 - iii. LPHA shall, in accordance with a schedule determined by OHA in consultation with LPHA, develop and implement an action plan to work with hospitals identified by OHA or LPHA to improve HBsAg screening for pregnant women.
 - iv. LPHA shall cause laboratories and health care providers to promptly report HBsAg-positive pregnant women to LPHA.
- n. School/Facility Immunization Law**
- i. LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 — 433.284, available for review at <http://1.usa.gov/OregonSchool>
 - ii. LPHA shall complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools (K through 7th grade) within LPHA's Service Area. LPHA shall submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement.
- o. Affordable Care Act Adult Immunization Grant**
- i. One time only funding.
 - ii. All Oregon LPHAs will opt in by submitting an application outlining activities which needs to be approved by the Oregon Immunization Program.
 - iii. All work for subsections (A) through (G) below is to be completed by June 30, 2014.
 - iv. Funds cannot be expended on vaccine.

- (A.) LPHA shall establish partnerships with at least (number based on county population) pharmacies to initiate or increase influenza and/or Tdap adult immunization by 10% or more.
- (B.) LPHA shall develop or improve relationships with at least (number based on county population) non-healthcare employers with at least 50 employees with the goal of each employer offering at least one employee influenza and/or Tdap adult vaccination program.
- (C.) LPHA shall work with community health centers in their county (e.g. Federally Qualified Health Center or Rural Health Clinic) to expand adult influenza and/or Tdap immunization services. The work with each center will include a baseline assessment of patient population (by racial/ethnic group) and immunization coverage, followed by a measurement of change in vaccine uptake.
- (D.) LPHA shall work with at least (number based on county population) healthcare institutions to improve healthcare worker influenza vaccination rates. The work with each institution will include a baseline assessment of healthcare worker immunization coverage, followed by an annual measurement of change in vaccine uptake with a goal of increasing coverage by 10%.
- (E.) LPHA shall work with long term care facilities (number based on county population) to increase employee influenza vaccinations by 10%, based on OHPR baseline data.
- (F.) LPHA shall submit project activities summary and grant-related expenditures to the Oregon Immunization Program Grant Coordinator on a monthly basis, dates to be determined by OHA.
- (G.) LPHA shall submit a final project report by June 30, 2014.

5. Performance Measures. LPHA shall meet the following performance measures:

- a. LPHA shall improve the 4th DTaP immunization coverage rate by one (1) percentage point each year and/or maintain a rate greater than or equal to 90%. [Compliance suspended for 2012/2013.]
- b. LPHA shall reduce their Missed Shot rate by one (1) percentage point each year and/or maintain the rate of $\leq 10\%$. [Compliance suspended for 2012/2013.]
- c. 95% of all state-supplied vaccines shall be coded correctly per age-eligibility guidelines.
- d. 80% of infants living in LPHA's Service Area exposed to perinatal hepatitis B shall be immunized with the 3-dose hepatitis B series by 15 months of age.

- e. 80% of all vaccine administration data shall be data entered within 14 days of administration.

6. Terms and Conditions Particular to LPHA's Performance of the Immunization Services.

- a. LPHA shall reimburse OHA for the cost of wasted State-Supplied Vaccine/IG and/or Billables due to inadequate handling, including, but not limited to:
 - i. expiration
 - ii. theft/vandalism
 - iii. lack of thermometers
 - iv. power failure
 - v. faulty equipment used in the storage and shipment of State-Supplied Vaccine/IG from LPHA to OHA
 - vi. Delegate Agency which does not maintain the vaccine according to manufacturer standards.
- b. OHA will issue one initial bill and up to two (2) follow-up bills for the cost of wasted State-Supplied Vaccine/IG and/or Billables for any one quarterly billing period. OHA will not fill future vaccine orders following the third bill until payment is received for the delinquent billing period.
- c. LPHA must return to OHA, at LPHA's expense, all Styrofoam vaccine shipping containers received by LPHA from OHA.
- d. LPHA shall cover the cost of mailing/shipping to parents all Exclusion Orders and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 — 433.284 and the administrative rules promulgated pursuant thereto, which can be found at: <http://1.usa.gov/OregonImmunizationLaw>
- e. LPHA shall participate in State-sponsored immunization conference(s) and other training(s). LPHA shall receive dedicated funds for one person from LPHA to attend required conference(s) and training(s). If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the State shall amend the LPHA's annual award to cover the additional costs. LPHA may use any balance on the dedicated award (after all State-required trainings are attended) to attend immunization-related conference(s) and training(s) of their choice.

7. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in section 8 of Exhibit E of this Agreement, LPHA shall submit the following reports to OHA's Immunization Program:

- a. **Monthly Vaccine Report:** This report must be submitted with every order.
- b. **Vaccine Orders:** These orders must be submitted according to the Enhanced Ordering Cycle (EOC) assigned by OHA.
- c. A copy of the completed Delegate Review Tool and Certificate "D" for each Delegate Agency must be sent to OHA by the date determined by OHA in consultation with LPHA, but in any event within two calendar months of the date that LPHA receives the request from OHA for the completed Delegate Agency Review Tool and Certification "D".
- d. LPHA shall submit vaccine administration data within 14 days of vaccine administration to ALERT IIS via electronic data transfer or user interface. If LPHA is submitting vaccine administration data electronically to ALERT, LPHA shall electronically flag clients who are deceased or have moved out of the Oregon Service Area or the LPHA jurisdiction.
- e. LPHA shall use the inventory module in ALERT IIS when available.
- f. LPHA shall complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 4.l. of this Program Element occur.
- g. LPHA shall complete and submit an Immunization Status Report as required in Section 4.n. of this Program Element.
- h. LPHA shall complete and submit an annual immunization plan checklist. The annual checklist—and any required explanation—shall be due on May 1st, except in years for which an alternative due date is required by the Office of Community Liaison. Report format and county schedule is available for review at OHA's office located at 800 NE Oregon St, Ste 370, Portland, OR 97232.
- i. LPHA shall submit a written corrective action plan for any unsatisfactory responses to high-priority questions stemming from the triennial review site visit.

Program Element #44: School Based Health Centers (SBHC)

1. School-Based Health Center (“SBHC”) Services

a. Definitions:

School-Based Health Center (“SBHC”): A facility located on school grounds that delivers acute, chronic, preventive and mental health services to school-aged children and is certified in accordance with the OHA Standards for Certification for School-Based Health Centers.

b. Procedural and Operational Requirements.

- i. The funds provided under this Agreement for SBHC Services shall only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- ii. All SBHC Services must be delivered in accordance with the guidelines set forth in the 2010 Standards for Certification for SBHC, a copy of which is available from OHA or accessible on the Internet at:

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/CertificationStandards2010.pdf>

The 2010 Standards for Certification for SBHC includes administrative, operations and reporting guidance, and minimum standards and/or requirements in the areas of: Certification Process, Sponsoring Agency/Facility, Operations/Staffing, Laboratory, Clinical Services, Data Collection/ Reporting, and Quality Assurance.

- iii. LPHA must provide the oversight and technical assistance so that each SBHC in its jurisdiction meets the 2010 Standards for Certification for SBHC.
- iv. LPHA shall assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA’s certification review cycle.

c. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Section 8 of Exhibit E of this Agreement, LPHA shall assure that all SBHC’s in its county jurisdiction:

- i. Submit annual client encounter data in a form acceptable to OHA and in accordance with the 2010 Standards for Certification for SBHC no later than July 15th for the preceding service year (July 1 –June 30), and
- ii. Submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the 2010 Standards for Certification for SBHC no

later than October 1st for the preceding service year (July 1 –June 30). The current list of KPMs can be found at:

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/KPM.pdf>

- iii. Submit annual SBHC Billing, Revenue and Funding data in the form acceptable to OHA no later than October 1st for the preceding service year (July 1-June 30). The current data collection form can be found at www.healthoregon.org/sbhc in the folder titled SBHC Data Requirements
- iv. Submit annual SBHC hours of operation and staffing in the form acceptable to OHA no later than October 1st for the current service year. The current data collection form can be found at www.healthoregon.org/sbhc in the folder titled SBHC Data Requirements.
- v. Submit completed annual patient satisfaction survey data no later than June 1st.
- vi. Implement a billing process for SBHC services
- vii. Complete the triennial National Assembly on School-Based Health Care SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at www.nasbhc.org.

2. SBHC Planning Grants (for specific LPHAs in 2013-2015)

- a. This section is applicable only to those LPHAs who have received a Planning Grant from the Oregon Health Authority (OHA). Current and potential LPHAs will be notified if the 2013 Legislature approves and appropriates funds for SBHC Planning Grants or the SBHC State Program Office has other available funds for SBHC development.
- b. An SBHC planning grant is one-time funds to assist the LPHA in developing a strategic plan for implementing SBHC Services in the LPHA county jurisdiction. The following terms and conditions apply if the Authority selects LPHA to receive a planning grant:

i. Phase I (October 1, 2013 – June 30, 2014) Strategic Planning

- (A.) LPHA shall create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan's target must have the SBHC sites operational and ready for certification by Spring 2015. SBHC certification standards are available from OHA or by using the weblink provided in Section 1.a.ii above.
- (B.) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase I Planning LPHAs. In addition each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.

- (C.) By July 15, 2014, LPHA shall submit a final report and line item expenditure report briefly describing its activities and progress to date on the development of SBHC Services together with a copy of its strategic plan and proposed implementation budget for Phase II.

ii. Phase II (August 15, 2014-June 30, 2015) Strategic Planning

- (A.) LPHA shall implement the approved Phase I SBHC strategic plan and have the planned SBHC Services operational and ready for certification by Spring 2015. Sites must become certified by Spring 2015 to maintain current funding and to receive SBHC awards in accordance with the approved funding formula in effect and contingent on available funding. SBHC certification standards are available at: www.healthoregon.gov/sbhc.
- (B.) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase II Planning LPHAs. In addition, each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.

iii. Advance Phase (October 1, 2013- June 30, 2014 or July 1, 2014 – June 30, 2015) Strategic Planning

- (A.) LPHA shall create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan's target must have the SBHC sites operational and ready for certification by Spring 2014 or Spring 2015. SBHC certification standards are available at www.healthoregon.gov/sbhc.
- (B.) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between the Authority SBHC Program and Advance Phase Planning LPHAs. In addition, each SBHC site may have at least one technical assistance visit by a Authority SBHC Program staff member.
- (C.) LPHA must become certified in by Spring 2014 or Spring 2015 to maintain current funding and to receive SBHC awards in accordance with the approved funding formula in effect and contingent on available funding. SBHC certification standards are available at: www.healthoregon.org/sbhc

Program Element #50: Safe Drinking Water (SDW) Program

1. **Description and Purpose.** The purpose of the Safe Drinking Water (SDW) program is to reduce the incidence and risk of waterborne disease and exposure of the public to hazardous substances potentially present in drinking water supplies. Services provided under this program element include: assuring that water suppliers are informed of necessary actions to comply with drinking water monitoring and maximum contaminant level requirements; inspecting public water systems and assuring that identified deficiencies are corrected; and providing technical regulatory assistance to public water suppliers. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.
 - a. Funds provided under this Agreement are intended to enable LPHA to assume primary responsibility for the quality of drinking water provided by most of the public water systems located within LPHA's jurisdiction and may only be used, in accordance with and subject to the requirements and limitations set forth below, to deliver the SDW services described in this Program Element Description.
 - b. Public drinking water systems addressed in this Program Element Description include community water systems, non-transient non-community water systems, and transient non-community water systems, serving 3,300 or fewer people and using ground water or purchased surface water sources only, and those activities specifically listed for non-EPA water systems using ground water sources only.
 - c. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:

“91% of the population served by community water systems will receive water that meets all applicable health-based drinking water standards during the year”; and

“90% of the community water systems will provide water that meets all applicable health-based drinking water standards during the year.”
2. **Definitions Specific to the SDW Program.**
 - a. **Community Water System:** A public water system that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.
 - b. **Drinking Water Services (DWS):** OHA, Public Health Division, DWS is the state program that administers and enforces state and federal safe drinking water quality standards for all public water systems in the state of Oregon.
 - c. **Groundwater:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.

- d. **Maximum Contaminant Level (MCL) Violation:** MCL violations occur when a public water system's water quality test results demonstrate a level of a contaminant that is greater than the established Maximum Contaminant Level.
- e. **Non-EPA Water System:** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.
- f. **Non-Transient Non-Community Water System (NTNWS):** A public water system that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.
- g. **OHA:** Oregon Health Authority
- h. **Priority Non-Complier (PNC):** Water systems with system scores of 11 points or more, including those whose system scores have dropped below 11 points but have unresolved MCL violations.
- i. **Professional Engineer (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.
- j. **Public Water System(EPA definition):** A system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least 15 connections or regularly serves at least 25 individuals.
- k. **Public Water System (Oregon definition):** A system for the provision of water for human consumption through pipes or other constructed conveyances with at least 4 service connections, or serves water to public or commercial premises that are used by an average of at least 10 individuals daily at least 60 days each year.
- l. **Registered Environmental Health Specialist (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.
- m. **Regulated Contaminants:** Drinking water contaminants for which Maximum Contaminant Levels or Water Treatment Performance Levels have been established under Oregon Administrative Rule (OAR) 333-061-0030.
- n. **Safe Drinking Water Information System (SDWIS):** USEPA's safe drinking water information national database system.
- o. **System Score:** A point-based system developed by USEPA to assess overall compliance of water systems, based on unaddressed violations for monitoring periods ending within the last five (5) years.
- p. **Transient Non-Community Water Systems (TNCWS):** A public water system that serves a transient population of 25 or more persons.
- q. **USEPA or EPA:** United States Environmental Protection Agency.

- r. **Water Quality Alert:** A water quality sample report from the SDWIS data system that demonstrates contamination detection at a public water system and prompts further investigation and action to assure the system's drinking water meets all applicable standards.
- s. **Water System Information Form:** A report form to update information on a public water system for the purpose of maintaining a database inventory record that is current, accurate, and complete.
- t. **Water System Survey (Sanitary Survey):** An on-site review to evaluate the adequacy of the water system to provide safe drinking water. A water system survey must include the source of a public water system, the water intake, treatment system, storage and distribution facilities, operation and maintenance, water system records, and compliance with applicable drinking water regulations.

3. Procedural and Operational Requirements.

- a. **General Requirements.** All services supported in whole or in part with funds provided to LPHA under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements:
- b. **Required Services:**
 - i. **Respond to Emergencies:** LPHA shall develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. LPHA shall notify DWS in a timely manner of emergencies that may affect drinking water supplies.
 - ii. **Conduct Independent Enforcement Actions:** LPHA shall take independent enforcement actions against licensed facilities that are also public water systems as covered under the following OARs: 333-029 (traveler's accommodations), 333-030 (organizational camps), 333-031 (recreational parks), 333-039 (mass gatherings), 333-060 (public swimming pools), 333-062 (pools and spas), 333-150 (food sanitation-food establishments), 333-162 (commissaries and warehouses), and 333-170 (bed and breakfast facilities). LPHA shall report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Agreement.
 - iii. **Maintain and Use Drinking Water System Data Base:** LPHA shall maintain access via computer to DWS's safe drinking water information system database (SDWIS). Access to DWS's drinking water system database is considered essential to carry out the program effectively. LPHA shall make timely changes to DWS's SDWIS database inventory records of public water systems to keep records current.
 - iv. **Provide Technical Regulatory Assistance:** LPHA shall provide technical regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. LPHA shall respond to water system complaints received as appropriate or as referred by DWS.

- v. Investigate Water Quality Alerts: LPHA shall investigate all water quality alerts for detections of regulated contaminants at community, non-transient non-community, transient non-community, and non-EPA water systems. LPHA shall consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed and to ensure that any confirmed water quality violations are corrected or resolved. LPHA shall provide advice to the subject water system operator on the correct methods for issuing public notification as required and any needed advisory to users on protective action.

- vi. Conduct Water System Surveys: LPHA shall conduct a Water System Survey of each EPA public water system within LPHA's jurisdiction as scheduled by DWS: each community water system every three (3) years; and each non-transient non-community and each transient non-community water system every five (5) years. LPHA shall use the following procedure for conducting a Water System Survey:
 - (a.) Contact the subject public water system owner/operator to schedule an appointment and explain the information required to complete the water system survey.
 - (b.) Review the subject public water system file information, water quality history, and data base inventory information.
 - (c.) Conduct an on-site review of the water system source, treatment, storage, and distribution facilities; review its operation, management, and compliance with regulations; and determine deficiencies, if any that could result in unsafe drinking water.
 - (d.) Complete water system survey forms.
 - (e.) Collect coliform sample(s) at LPHA's reasonable discretion and as otherwise directed by DWS.
 - (f.) Verbally inform the owner and operator of the subject public water system of any significant deficiencies identified, timelines that all deficiencies must be corrected by, and if a written corrective action plan must be submitted.
 - (g.) Verify that water system survey is complete.
 - (h.) Prepare cover letter using a template provided by DWS that identifies all significant deficiencies found, the timelines for correcting deficiencies, and when a corrective action plan is due.
 - (i.) Mail cover letter, water system survey report, and any coliform sample result(s) to the subject public water system.
 - (j.) Submit the cover letter, water system survey report, and any coliform sample result(s) to DWS.

vii. Resolve Priority Non-compliers (PNC): LPHA shall review the system score list provided by DWS at least monthly, and shall contact and provide assistance to all EPA community, non-transient non-community, and transient non-community water systems that are priority non-compliers (PNCs) as follows:

- (a.) When a water system is designated as a PNC by DWS, LPHA shall take the following actions:
 - (1.) Contact the water supplier and discuss any unaddressed violations with emphasis on the MCL violations, determine the reasons for all aspects of noncompliance, and inform the water supplier on ways to correct the noncompliance. Confirm that database information is current and accurate on ownership and water system classification.
 - (2.) Advise the owner/operator to carry out public notification as required by OAR 333-061-0042.
 - (3.) Submit public notices received and contact reports on LPHA follow-up actions to DWS.
 - (4.) Periodically monitor PNC systems to ensure they are making adequate progress on returning to compliance. A PNC is considered resolved when its system score drops below 11 points and all MCL violations have been addressed.
- (b.) LPHA shall review all persistent PNCs at five (5) months after being designated as a PNC to determine if the water system can be returned to compliance within three (3) months.
- (c.) If the water system can be returned to compliance within three (3) months, LPHA shall send written notice to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. LPHA shall follow up to ensure corrective actions are implemented.
- (d.) If it is determined the water system cannot be returned to compliance within three (3) months, LPHA shall prepare and submit to DWS a written request for a formal enforcement action, including LPHA's evaluation of the reasons for noncompliance by the water supplier. The request shall include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. LPHA shall notify the person(s) responsible for the subject water system's operation that formal enforcement has been requested.

viii. Conduct Water System Survey Significant Deficiency Follow-ups: LPHA shall follow-up on identified significant deficiencies between surveys on EPA community, non-transient non-community, and transient non-community water systems to verify that all deficiencies have been corrected. After deficiencies are corrected, LPHA shall prepare a list of the deficiencies and the dates of correction

and submit to DWS. If all deficiencies are not corrected, LPHA shall ensure the water system has an approved corrective action plan submitted to DWS to correct all deficiencies, per OAR 333-061-0076 (6)(b), (7), (8). Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (October 2009).

ix. Track and Follow-up on Enforcement Actions: after DWS issues an enforcement action, LPHA shall monitor the corrective action schedule contained in the action, and verify completion of each corrective action by the water supplier. LPHA shall document all contacts and verifications and submit documentation to the DWS. LPHA shall document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. LPHA shall notify DWS when all corrections are complete and submit the notice within 30 days.

x. Inventory and Document New Water Systems: LPHA shall inventory existing water systems that are not in the DWS inventory as they are discovered, including non-EPA systems, using the forms designated by DWS. LPHA shall provide the documentation to DWS within 60 days of identification of an uninventoried water system. Alternatively, LPHA may perform a water system survey to collect the required inventory information, rather than submitting the forms designated by DWS.

c. **Supplemental Services:** If LPHA has completed all Required Services above, LPHA may complete supplemental services listed below as resources allow:

i. Resolve Violations for non-PNC Systems: LPHA may conduct work on EPA public water systems that are not PNC systems in the manner described in b. vii (a.) above for addressing PNCs. LPHA shall prioritize work on these systems according to the relative health risk involved with MCL violations the highest priority, and according to system classification with community water systems receiving the highest priority.

ii. Conduct Engineering Plan Review Inspections: LPHA may, on request of DWS, inspect construction or major modifications of public water systems to determine conformance to engineering plans reviewed and approved by the DWS. Inspections must consist of an on-site visit to verify construction is completed in accordance with the approved plans. LPHA shall document the facilities checked and any differences between the constructed facilities and the approved plans. Documentation shall be forwarded to DWS within 30 days of the inspection.

iii. Assist with Emergency Response Plan Development: LPHA may assist water suppliers to complete their Emergency Response Plans and ensure that completed plans meet DWS standards.

iv. Conduct Other Customized and Negotiated Work: LPHA may conduct such customized and negotiated work as required or requested by DWS to maintain safe and efficient public water system operations. LPHA shall prepare and submit for DWS review and approval a proposal for the customized and negotiated work

including a detailed task list and a listing of expected outcomes. DWS must approve the proposal for customized and negotiated work.

- d. **Requesting On-Site Assistance from DWS.** When on-site assistance from DWS is requested, LPHA is responsible for: scheduling DWS assistance, making arrangements to involve the water system operator, being present when DWS assistance is conducted in the field, and conducting follow-up work as necessary after the on-site assistance.
- e. **Staffing Requirements and Qualifications.**
 - i. LPHA shall develop and maintain staff expertise necessary to carry out the services described herein.
 - ii. LPHA staff shall maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.
 - iii. LPHA shall hire or contract with personnel registered as Environmental Health Specialists or Professional Engineers with experience in environmental health to carry out the services described herein.

4. **Documentation and Reporting Requirements.**

- a. **Documentation of Field Activities and Water System Contacts.** LPHA shall prepare and maintain adequate documentation of field activities and water system contacts as required to:
 - i. Maintain accurate and current public water system inventory information.
 - ii. Support formal enforcement actions.
 - iii. Describe current regulatory status of water systems.
 - iv. Evaluate the performance and effectiveness of the drinking water program.
 - v. Guide and plan program activities.
- b. **Minimum Standard for Documentation.** LPHA shall, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:
 - i. Water system surveys and significant deficiencies.
 - ii. Water System Information (Inventory), Entry Structure Diagram, and Source Information updates.
 - iii. Field and office contacts in response to complaints, water quality alerts, PNCs, enforcement actions, requests for regulatory assistance, follow-up on water system survey deficiencies, and plan review follow-up.

- iv. Waterborne illness reports and investigations.
 - v. All correspondence with public water systems under LPHA's jurisdiction and DWS.
 - vi. Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems.
 - vii. Copies of public notices received from water systems.
- c. **Monthly Reporting.** LPHA shall submit to DWS on a monthly basis, on forms supplied by DWS, the information in Section 4.b. above in order for DWS to maintain state primacy for the federal safe drinking water program.
 - d. **DWS Audits.** LPHA shall give DWS free access to all LPHA records and documentation pertinent to this Agreement for the purpose of DWS audits.
 - e. **Additional Documentation and Reporting Requirements.**
 - i. LPHA must submit a work plan for the delivery of services under this Agreement and by a date determined by DWS. The plan must be approved by DWS prior to implementation. The plan must list all services intended to be provided to water systems over the two-year term of this Agreement and be categorized by the types of services and the number of each of the types of services proposed. Any changes to a work plan must be approved by DWS and shall be implemented through an amendment to the current Agreement.
 - ii. By the 20th of each month LPHA must submit a report, as set forth in Attachment 1 to this Program Element Description, "Required Drinking Water Services Provided", detailing the work accomplished during the prior month. The report must list all services provided to water systems covered under this Agreement and include water systems' names and ID numbers, the services provided, and service dates. Services must be categorized by type and provide the number of each type of service.
5. **Performance Measures.** DWS will use three (3) performance measures to evaluate LPHA's performance as follows:
- a. **Complete 100% of water system surveys.** Calculation: number of surveys completed divided by the number of surveys required.
 - b. **Respond to 100% of alerts.** Calculation: number of alerts responded to divided by the number of alerts generated.
 - c. **Resolve or address 100% of PNCs.** Calculation: number of PNCs resolved and addressed divided by the total number of PNCs. A PNC is addressed when it is referred to DWS for formal enforcement.

- 6. Responsibilities of DWS.** The intent of this Program Element Description and associated funding award is to enable LPHA to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to LPHA to foster uniformity of statewide services. DWS agrees to provide the following services to LPHA. In support of local program services, DWS will:
- a. Distribute drinking water program and technical information in a timely manner to LPHA.
 - b. Sponsor at least one annual 8-hour workshop for LPHA drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. LPHA is responsible for travel expenses for LPHA staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
 - c. Sponsor at least one regional 4-hour workshop at three (3) locations at locations and dates to be determined by DWS to supplement the annual workshop. DWS will provide training materials and meeting rooms. LPHA is responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
 - d. Provide LPHA with the following information from the public water system database:
 - i. Immediately: Alert data.
 - ii. Continuously: Listings of PNCs, updated monthly.
 - iii. Quarterly: Performance measure calculations.
 - iv. Continuously: Individual water system inventory and water quality data.
 - e. Support electronic communications and data transfer between DWS and LPHA to reduce time delays, mailing costs, and generation of hard copy reports.
 - f. Maintain sufficient technical staff capacity to assist LPHA staff with unusual drinking water problems that require either more staff than is available to LPHA for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of LPHA staff.
 - g. Refer to LPHA all routine inquiries or requests for assistance received from public water system operators for which LPHA is responsible.
 - h. Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
 - i. Prepare other actions against water systems as may be authorized or required by DWS.

Attachment 1 to Program Element #50: Safe Drinking Water (SDW) Program

REQUIRED DRINKING WATER SERVICES PROVIDED 2013-15			
LPHA:	MONTH:	YEAR:	
EMERGENCY RESPONSES			
Date of Service	PWS #	PWS Name	ID #
INDEPENDENT ENF. ACTIONS			
Date of Service	PWS #	PWS Name	
TECH/REG ASSISTANCE			
Date of Service	PWS #	PWS Name	
ALERTS			
# Alerts =			
Date of Service	PWS #	PWS Name	
SURVEYS			
# Surveys =			
Date of Service	PWS #	PWS Name	
PNCs RESOLVED			
# PNCs resolved =			
Date of Service	PWS #	PWS Name	ID #
SURVEY FOLLOW-UP #1			
# All deficiencies corrected =			
Date of Service	PWS #	PWS Name	
SURVEY FOLLOW-UP #2			
# On corrective action plan =			
Date of Service	PWS #	PWS Name	
ENFORCEMENT TRACK & F/U			
# All complete =			
Date of Service	PWS #	PWS Name	
NEW WATER SYSTEMS			
# New Systems =			
Date of Service	PWS #	PWS Name	
NOTES ON MONTHLY ACTIVITIES:			

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT C

**FINANCIAL ASSISTANCE AWARD AND
REVENUE AND EXPENDITURE REPORTING FORMS**

This Exhibit C of the Agreement consists of and contains the following Exhibit sections:

1. **Financial Assistance Award.**
2. **Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs Except Family Planning.)**
3. **Oregon Health Authority Public Health Services Expenditure and Revenue Report (for FAMILY PLANNING ONLY.)**
4. **Explanation of the Financial Assistance Award.**

FINANCIAL ASSISTANCE AWARD

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
1) Grantee Name: Clackamas County Health Dept. Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045	2) Issue Date April 18, 2013	This Action ORIGINALS FY2014	
		3) Award Period From July 1, 2013 Through June 30, 2014	
4) DHS Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health			422,712 (a)
PE 03 TB Case Management			19,459
PE 07 HIV Prevention Services HIV Prevention Block Grant Services			127,663
PE 12 Pub. Health Emergency Preparedness/(July-Aug. 9)			
PE 12 Pub. Health Emergency Preparedness/(Aug 10-June30)			
PE 13 Tobacco Prevention & Education			226,838
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES			948,328 (c,d)
PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES			69,300 (g,h)
PE 41 Family Planning Agency Grant FAMILY HEALTH SERVICES			78,984 (e)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES			21,753 (b)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES			34,665 (b)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES			80,886 (b)
5) FOOTNOTES:			
a) Based on the certified population estimate of July 1, 2012. Prepared by the Portland State University Population Research center. b) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). c) July -September grant is \$237,082 ; and includes \$9,259 of minimum Nutrition Education: and \$11,573 for Breastfeeding Promotion. d) October-June grant is \$711,246 ; and includes \$142,249 of minimum Nutrition Education amount and \$34,720 for Breastfeeding Promotion. e) Please note that Chlamydia and High Cost Contraceptives funds have been folded into the Title X funds and are no longer a separate line item. f) Immunization Special Payments are funded by State General Fund and matched dollar for dollar with Medicaid.			
6) Capital Outlay Requested in This Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

**State of Oregon
Oregon Health Authority
Public Health Division**

1) Grantee Name: Clackamas County Health Dept. Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045	2) Issue Date April 18, 2013	This Action ORIGINALS FY2014
	3) Award Period From July 1, 2013 Through June 30, 2014	

4) DHS Public Health Funds Approved	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 MCH/Perinatal Health – General Fund FAMILY HEALTH SERVICES			11,593 (b)
PE 42 Babies First FAMILY HEALTH SERVICES			36,704
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES			11,932
PE 43 Immunization Special Payments FAMILY HEALTH SERVICES			83,624 (f)
PE 43 Immunization - Conference Travel FAMILY HEALTH SERVICES			600
PE 44 School Based Health Centers FAMILY HEALTH SERVICES			164,000
PE 50 Safe Drinking Water Program			147,476
TOTAL	0	0	2,486,517

5) FOOTNOTES:
 g) \$17,325 is the July through September funding to local agencies.
 h) \$51,975 shows October, 2013 through June 30th, 2014 funding portion to local agencies

6) Capital Outlay Requested in This Action:
 Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

**OREGON HEALTH AUTHORITY
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT
For All Programs Except Family Planning**

Agency: _____

Program: _____

Period: July 1, _____ to _____

Please read instructions carefully.

YEAR TO DATE				
	EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	TOTAL
1.	Personal Services (Salaries and Benefits)			
2.	Services and Supplies			
3.	Capital Outlay			
4.	TOTAL EXPENDITURES (see Note 1)			
5.	Less Total Program Income (see Note 2)			
6.	TOTAL REIMBURSABLE EXPENDITURES			
WIC Program Only: Enter the Public Health Division Year to Date Expenditures Column breakdown in the following categories:				
	Client Services	<input style="width: 80px; height: 20px;" type="text"/>	Nutrition Education	<input style="width: 80px; height: 20px;" type="text"/>
	Breastfeeding Promotion	<input style="width: 80px; height: 20px;" type="text"/>	General Administration	<input style="width: 80px; height: 20px;" type="text"/>
YEAR TO DATE				
	PROGRAM INCOME/REVENUE			
1.	Revenue from Fees			
2.	Donations			
3.	3rd Party Insurance			
4.	Other Program Income			
5.	TOTAL PROGRAM INCOME			
6.	Other Local Funds (identify)			
	6a.			
	6b.			
7.	Medicaid			
8.	Volunteer and In-Kind (estimated value)			
9.	TOTAL REVENUE			
C. CERTIFICATE				
I certify that revenues reported were authorized for use by the agency in support of this program and that expenditures and encumbrances reported are true and correct to the best of my knowledge and belief.				
	PREPARED BY	PHONE	AUTHORIZED AGENT	DATE

Note 1: If Section A. Line 4. Expenditures are reimbursed by State Medicaid, State General Funds, State Other Funds, do not report Program Income on Section A. Line 5.

Note 2: 45 CFR 92.25(b). Income directly generated by grant supported activity (Section B. Line 5.).

Form Number 23-152

Revised April 2013

TITLE OF FORM: OHA Public Health Division Expenditure and Revenue Report FORM NUMBER: 23-152

WHO MUST COMPLETE THE 23-152: All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program except Family Planning. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.

WHERE TO SUBMIT: Submit original to Contracts Payable, Department of Human Services, 500 Summer St. N.E. E-91, Salem, OR 97301, FAX (503) 947-2313 OR Email to: DFS-Contract.Invoices@dhsoha.state.or.us

WHEN TO SUBMIT: Reports for grants are due 25 days following the end of the 3-, 6-, and 9-month periods (10/25, 1/25, 4/25) and 50 days after the 12-month period (8/25) in each fiscal year. Any expenditure reports due and not received by the 25th will delay payments for all grant programs until reports for all programs have been received from the payee for the reporting period.

INSTRUCTIONS FOR COMPLETION: Report expenditures of Non-OHA/PHD (Oregon Health Authority/Public Health Division) funds in addition to those for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

- A. YEAR TO DATE expenditures are reported when payment is made or a legal obligation is incurred.
- B. YEAR TO DATE revenue is reported when recognized.

A. EXPENDITURES

Enter cumulative expenditures in appropriate column.

- **Non-OHD/PHD Expenditures** are all program expenditures not reimbursed by Public Health Division.
- **PHD Expenditures** are reimbursable expenditures less program income.

WIC grantees must break down PHD cumulative expenditures into the 4 categories listed on the form. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.

Line 1. Personal Services: Report total salaries that apply to the program. Since payroll expenses may vary from month to month, an approximate amount may be listed for each reporting period except the final period. Exact yearly cost must be reported.

Federal guidelines, 2 CFR 225_Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time-activity reports for individuals paid from grant funds.

Line 2. Services and Supplies: Report all services and supplies expenditures for the program.

Line 3. Capital Outlay: Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 92.32 and Part 74.34. *Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).*

B. REVENUES

Enter revenues that support program on appropriate lines. Identify sources of *Other Local Funds* on lines 6 through 6b.

WHEN A BUDGET REVISION IS REQUIRED: It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required:

- If a transfer would result in or reflect a significant change in the character or scope of the program.
- If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

REIMBURSEMENT FROM THE STATE: Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when Public Health Division makes reimbursement.

Form Number: 23-152

Revised April 2013

**OREGON HEALTH AUTHORITY
PUBLIC HEALTH SERVICES
REVENUE AND EXPENDITURE REPORT
FOR FAMILY PLANNING ONLY**



Agency : _____

Period : _____

Please read the instructions on the reverse side of this form carefully

PE 41 Family Planning Grant Expenditures	Fiscal Year-to-Date
Personal Services (Salaries & Benefits)	
Services and Supplies	
Capital Outlay	
Total PE 41 Expenses	\$0.00
PE 41 Family Planning Grant Revenue	
Title X State Family Planning Grant Payments	
Title X Program Income:	\$0.00
a. Client Fees – Self-Pay	
b. Donations	
c. Third Party Insurance Reimbursement	
Total PE 41 Revenue	\$0.00

Other Revenue (Required by Grantor)	Fiscal Year-to-Date
Medicaid / OHP	
CCare	
County General Funds	
In-kind	
Other (please identify)	
Total Other Revenue	\$0.00

CERTIFICATE I certify that revenues reported were authorized for use by the agency in support of this program and that expenditures and encumbrances reported are true and correct to the best of my knowledge and belief.

PREPARED BY

PHONE

AUTHORIZED AGENT

DATE

Instructions for Completing the Family Planning Revenue and Expenditure Report

You must use this form to report on your Oregon Health Authority Title X Family Planning Grant. If reporting on a Family Planning special project or directed supplement funds, you must submit an additional separate Revenue and Expenditure Report for Family Planning.

When to Submit

Expenditure reports are due **25 days** following the end of each 3, 6 and 9-month quarter (10/25, 1/25, 4/25) and **50 days** after the fiscal year (8/25). If expenditure reports are not received by the 25th payments will be delayed until correctly completed reports have been received.

Where to Submit

Submit **Original** to: Contracts Payable, Department of Human Services, 500 Summer Street NE E-91, Salem, OR
FAX (503) 947-2313, OFS-Contract.Invoices@dhsoha.state.or.us

Submit **Copy** to: OHA Reproductive Health Program, 800 NE Oregon St. #370, Portland, OR 97232
FAX (971) 673-0278, judith.andreasen@state.or.us

Instructions

PE 41 FAMILY PLANNING EXPENDITURES: Please submit the expenditures for your Title X program services. Use a second separate form to report expenditures against special project funds.

Personal Services: Salaries are to be reported in total. Since payroll expenses may vary from month to month, an approximate amount may be listed for each reporting period except the final period, which must show exact yearly expense. Federal guidelines (OMB Circular A-87) require the maintenance of adequate time activity reports if an individual is paid from grant funds.

Services and Supplies: Total all services and supplies expenditures purchased with the grant funds.

Capital Outlay: Capital outlay is defined as an expenditure for an item with a purchase price in excess of \$5,000 and a life expectancy greater than one year. It is necessary to itemize all capital outlay by cost and description. If additional space is needed for capital outlay, record the total outlay on Line 4 and attach an addendum to the report.

Federal regulations require that capital equipment (i.e., desks, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property acquired with grant funds shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulations (CFR) Part 92.32 and Part 74.34.

PE 41 FAMILY PLANNING REVENUE: Report revenues that support this program on the appropriate lines.

Title X State Family Planning Grant Payments: Title X payments received by the state Reproductive Health Program.

Title X Program Income (45CFR Post-Award Requirement): Program income means gross income received by the grantee directly generated by a grant supported activity. Add lines A – B to calculate program income. Be sure that you are reporting on the cumulative year-to-date.

OTHER REVENUE: The Office of Population Affairs requires grantees to report **all** Family Planning program revenue. If your program receives monies from Medicaid OHP, CCare, County General Funds, and/or In Kind you **must** complete those sections.

CERTIFICATE: The signature of the authorized agent is required to indicate his/her approval of the report.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and LPHA reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

- a. **Heading.** The heading of the Financial Assistance Award consists of the following information (1) the name and address of the LPHA; (2) the date upon which the Financial Assistance Award is issued, and, if the Financial Assistance Award is a revision of a previously issued Financial Assistance Award, the number of the revision; and (3) the period of time for which the financial assistance is awarded and during which it must be expended by LPHA, subject to any restrictions set forth in the Footnotes section (see 1.c. below) of the Financial Assistance Award. Subject to the restrictions and limitations of this Agreement and except as otherwise specified in the Footnotes, the financial assistance may be expended at any time during the period for which it is awarded regardless of the date of this Agreement or the date the Financial Assistance Award is issued.
- b. **Funds Approved.** This section contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for purpose of facilitating LPHA administration of the fiscal and accounting elements of this Agreement. Each Program Element for which financial assistance is awarded to LPHA under the Agreement is listed by its Program Element code and its Program Element name (full or abbreviated). In certain cases, funds may be awarded solely for a sub-element of a Program Element. In such cases, the sub-element for which financial assistance is awarded is listed by its Program Element code, its Program Element name (full or abbreviated) and its sub-element name (full or abbreviated) as specified in the Program Element. The awarded funds, administrative information and restrictions on a particular line are displayed in a columnar format as follows:
 - i. **Column 1, Program Element:** This column will contain the Program Element name and code for each Program Element (and sub-element name, if applicable) for which OHA has awarded financial assistance to LPHA under this Agreement. Each Program Element name and code set forth in this section of the Financial Assistance Award corresponds to a specific Program Element Description set forth in Exhibit B. Each sub-element name (if specified) corresponds to a specific sub-element of the specified Program Element.
 - ii. **Column 2, Previous Award:** In instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of the amendment. The information contained in this column is for information only, for purpose of facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

- iii. **Column 3, Increase/(Decrease):** In instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by the amendment. The information contained in this column is for information only, for purpose of facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.
 - iv. **Column 4, New Financial Assistance Award:** The amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA's maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the "Footnotes" section, in which an explanation of the limitation or condition will be set forth.
- c. **Footnotes:** This section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding letter references appearing in the "Footnotes" section and on the appropriate line of the "New Grant Award" column of the "Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Footnotes" section when expending or utilizing financial assistance subject thereto.
- d. **Capital Outlay Requested in This Award Action:** In instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA's approval of LPHA's capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA's expenditure of financial assistance provided hereunder for that purpose, and provides a brief OHA definition of a capital outlay. The information associated with OHA's approval of LPHA's capital outlay request are displayed in a columnar format as follows:
- i. **Program Element Service:** The information presented in this column indicates the particular Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
 - ii. **Item Description:** The information presented in this column indicates the specific item that LPHA is authorized to acquire.
 - iii. **Cost:** The information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Enforcement of the Oregon Indoor Clean Air Act. This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term "LPHA" will also refer to local government entities e.g. certain Oregon counties that agree to engage in this activity.)

1. **Authority.** Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter "Act") as set forth below.
2. **LPHA Responsibilities.** LPHA shall assume the following enforcement functions:
 - a. Maintain records of all complaints received using the complaint tracking system provided by OHA's Tobacco Prevention and Education Program (TPEP).
 - b. Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
 - c. Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
 - d. Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
 - e. Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
 - f. Notify TPEP within five business days of a site's failure to complete remediation, or a site's refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section 3.c. "OHA Responsibilities."
 - g. For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.
 - h. LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.
 - i. If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the

responsibility of the local government. Ballot Measure 44 funds may apply; see Section 2.h. above.

3. OHA Responsibilities. OHA shall:

- a. Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
- b. Provide technical assistance to LPHAs.
- c. Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.
- d. If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.
- e. Issue final orders for all such case hearings.
- f. Pursue, within the guidelines provided in the Act and OAR 333-015-0070 – OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT E

GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

a. Disbursement Generally. Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse financial assistance awarded for a particular Program Element, as described in the Financial Assistance Award, to LPHA in substantially equal monthly allotments during the period specified in the Financial Assistance Award for that Program Element, subject to the following:

- i. At the request of LPHA, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
- ii. OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's underexpenditure of prior disbursements.
- iii. After providing LPHA 30 days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under Section 8 of this Exhibit E or that otherwise are not submitted in a timely manner or are incomplete or inaccurate subject to Exhibit C, Sections 2, 3, or 4. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

OHA may disburse to LPHA financial assistance for a Program Element in advance of LPHA's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to LPHA in accordance with the disbursement procedures described above does not vest in LPHA any right to retain those funds. Disbursements are considered an advance of funds to LPHA which LPHA may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.

b. Conditions Precedent to Disbursement. OHA's obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. No LPHA default as described in Section 12 of this Exhibit has occurred.
- ii. LPHA's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Financial Assistance.

i. Notice of Underexpenditure or Misexpenditure. If OHA believes there has been an Underexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in Section 1.c.ii. below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in Section 1.c.iii.

ii. Recovery of Underexpenditure.

(A) LPHA's Response. LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.ii.(B) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure amount.

(B) Appeals Process. If LPHA notifies OHA that it wishes to engage in an appeal process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure, or that the amount of the Underexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.ii.(C) below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

(C) Recovery From Future Payments. To the extent that OHA is entitled to recover an Underexpenditure pursuant to Section 1.c.ii.(B), OHA may recover the Underexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure from amounts owed LPHA by OHA as set forth in this Section 1.c.ii.(C), and shall identify the amounts owed

by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure .

iii. Recovery of Misexpenditure.

(A) LPHA's Response. From the effective date of the notice of Misexpenditure, LPHA shall have the lesser of (i) 60 calendar days, or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the Federal Government, to either:

- (i.) Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;
- (ii.) Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to Section 1.c.iii.(C) below; or
- (iii.) Notify OHA that it wishes to engage in the applicable appeal process set forth in Section 1.c.iii.(B) below.

If LPHA fails to respond within the time required by this Section 1.c.iii.(A), OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in Section 1.c.iii.(C) below.

(B) Appeal Process. If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:

(i) **Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 13.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this Section 1.c.iii.(B)(i.) to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below. If OHA and LPHA continue to disagree as to whether or not there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

(ii) **Appeal from Federal-Identified Misexpenditure.**

(a) If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 13.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal. If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance

with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (HHS) (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

- (b) If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below.
- (c) If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 days prior to the applicable federal appeals deadline but OHA nevertheless appeals, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) within 90 days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below.
- (d) Notwithstanding Section 1.c.iii.(A)(i.) through 1.c.iii.(A)(iii.), if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:

- (1) Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
- (2) For purposes of this Section 1.c.iii.(B)(ii).(d), an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA officers concerning services in the category where the officers are listed:

Public Health Services:

- Public Health Director
- Deputy Public Health Director
- Office Administrators for the Director or Deputy Director

OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names of individual officers with the above titles. OHA shall send OHA writings described in this paragraph to LPHA by mail and email.

- (3) The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
- (4) If OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
- (5) An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA expenditures that were made in compliance with the writing and during the term of the writing.
- (6) OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed

expenditure in violation of this Agreement or law or any other applicable authority.

- (7) OHA rule does not authorize an expenditure that this Agreement prohibits.

(C) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to Section 1.c.iii.(B)(i.) or (ii.), OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Section 1.c.iii.(C) and shall identify the amounts owed by OHA that OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority. In the event that OHA and LPHA are unable to agree on which specific amounts are owed to LPHA by OHA, that OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to LPHA, and within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

d. Additional Provisions Related to Parties Rights/Obligations With Respect to Underexpenditures and Misexpenditures.

- i. LPHA shall cooperate with OHA in the Agreement Settlement process.
- ii. OHA's right to recover Underexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.
- iii. If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and

obligations, or from implementing decisions resulting from those procedures and obligations.

(A) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.

(B) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Representations and Warranties.

a. LPHA represents and warrants (subject to the limitations of Article XI, §10 of the Oregon Constitution and the Oregon Tort Claims Act as amended (currently ORS 30.260 through 30.300),) as follows:

i. **Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

ii. **Due Authorization.** The making and performance by LPHA of this Agreement (1) have been duly authorized by all necessary action by LPHA and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.

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

iv. **Services.** To the extent services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

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

c. OHA represents and warrants (subject to the limitations of Article XI, §7 of the Oregon Constitution and the Oregon Tort Claims Act as amended (currently ORS 30.260 through 30.300),) as follows:

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

3. **Use of Financial Assistance.** LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.

4. **Provider Contracts.** Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Provider") through a contract (a "Provider Contract"). Subject to Section 5 of this Exhibit E, LPHA may permit a Provider to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Provider Contract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.

5. **Provider Monitoring.** LPHA shall monitor each Provider's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Provider's delivery of a Program Element service or in a Provider's compliance with the Provider Contract between the Provider and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Provider's delivery of a Program Element service or in a Provider's compliance with the Provider Contract between the Provider and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.

6. **Records Maintenance, Access, and Confidentiality.**
 - a. **Access to Records and Facilities.** OHA, the Oregon Secretary of State's office, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.

 - b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.

 - c. **Expenditure Records.** LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with Office of Management and Budget (OMB) Circular A-87 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with OMB Circular A-122.

 - d. **Safeguarding of LPHA Client Information.** LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098 and 42 CFR Part 2. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client

information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

7. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Program Element services, LPHA shall:
- a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to LPHA.
 - b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in the prevalent non-English languages in LPHA's service area.
 - c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.
 - d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the Program Element services and all Provider Contracts related to this Agreement.

8. **Reporting Requirements.** For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA, no later than the 25 days following the end of the first, second, and third quarters (or end of three, six, and nine month periods) and 50 days following the end of the fourth quarter (or 12 month period) the following reports:
- a. A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of the Agreement. Each report, (other than reports for PE 41 "Family Planning") must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report for All Programs Except Family Planning."
 - b. Expenditure reports for PE 41, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority Public Health Division Expenditure and Revenue Report for Family Planning Only", if LPHA expended financial assistance disbursed hereunder for PE 41 during the quarter.

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA's use of the financial assistance

disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

9. **Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Program Element, in accordance with Section 14 of this Exhibit E or (c) termination by LPHA, in accordance with Section 14 of this Exhibit E, of LPHA's obligation to include that Program Element in its public health program.
10. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Provider, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
11. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Provider or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual www.oregon.gov/DAS/SCD/SARS/policies/oam/10.35.00.PR.pdf?ga=t as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
12. **LPHA Default.** LPHA shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
 - b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;
 - c. LPHA (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy

Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

- d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets, or (iii) similar relief in respect to LPHA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LPHA is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

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

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

14. Termination.

- a. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more particular Program Elements in its public health program:
 - i. For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - ii. Upon 45 days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
 - iii. Upon 30 days advance written notice to OHA, if OHA is in default under the Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as LPHA may specify in the notice; or

- iv. Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements described in the Financial Assistance Award:
- i. For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;
 - ii. Upon 45 days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements, immediately upon written notice to LPHA or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces the OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
 - iii. Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
 - iv. Upon 30 days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
 - v. Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Provider to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Provider no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular Program Element impacted by the loss of necessary licensure or certification; or

- vi. Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Providers have endangered or are endangering the health or safety of an LPHA Client or others.

15. Effect of Termination

- a. Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to LPHA under this Agreement, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award, except (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available from the effective date of this Agreement through the termination date, and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Program Element service, from the effective date of this Agreement through the termination date.
- b. Upon termination of LPHA's obligation to perform under a particular Program Element service, OHA shall have (a) no further obligation to pay or disburse financial assistance to LPHA under this Agreement for administration of that Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for administration of that Program Element and (b) no further obligation to pay or disburse any financial assistance to LPHA under this Agreement for such Program Element service, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for such Program Element service except (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for the particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination date, and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.
- c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHS shall have no further obligation under this Agreement to provide that Program Element service.

- d. **Disbursement Limitations.** Notwithstanding subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.
- e. **Survival.** Exercise of a termination right set forth in Section 14 of this Exhibit E or termination of this Agreement in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under Sections 17 and 18 below. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 14 of this Exhibit E or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Program Element services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 14 of this Exhibit E or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in Section 14 of this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
16. **Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Program Element services actually delivered.
17. **Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination.** If, after termination of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it

wishes to engage in a dispute resolution process, LPHA and OHA's Assistant Administrator shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this Section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under Section 18 below.

18. Resolution of Disputes, Generally. In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

19. Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.

20. Purchase and Disposition of Equipment.

a. For purposes of this section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:

- i. Network
- ii. Personal Computer
- iii. Printer/Plotter
- iv. Server
- v. Storage
- vi. Software

b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:

- i. description of the Equipment;
- ii. serial number;
- iii. where Equipment was purchased;

- iv. acquisition cost and date; and
 - v. location, use and condition of the Equipment
- c. LPHA shall provide the Equipment inventory list to the Agreement Administrator annually by June 30th of each year. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.
- d. Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, LPHA may be required to deliver said Equipment to a subsequent Provider for that Provider's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Provider, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.
- e. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition or Footnote authorizing the purchase.
- f. Notwithstanding anything herein to the contrary, LPHA shall comply with 45 CFR 92.32 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT F

STANDARD TERMS AND CONDITIONS

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

2. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claims") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. Except as provided in this Section neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. **THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. THE PARTIES ACKNOWLEDGE THAT THIS IS A BINDING AND ENFORCEABLE AGREEMENT AND, TO THE EXTENT PERMITTED BY LAW, EXPRESSLY WAIVE ANY DEFENSE ALLEGING THAT EITHER PARTY DOES NOT HAVE THE RIGHT TO SEEK JUDICIAL ENFORCEMENT OF THIS AGREEMENT.**

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

4. **Assignment of Agreement, Successors in Interest.**
 - a. LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such

conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.

- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
5. **No Third Party Beneficiaries.** OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
6. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
7. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Administrative Services and Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
8. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
9. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.
10. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither party is an officer, employee, or agent of the other party as those terms are used in ORS 30.265 or otherwise.
11. **Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF**

ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OF ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

12. Ownership of Intellectual Property.

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

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

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Provider in connection with the Program Element services. With respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 12.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 12.b.(1).

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

d. LPHA shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

13. Force Majeure. Neither OHA nor LPHA shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or LPHA, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Each party may

terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

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

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

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

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

all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
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EXHIBIT G

REQUIRED FEDERAL TERMS AND CONDITIONS

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

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

regional office of the Environmental Protection Agency. LPHA shall include and require all Providers to include in all subcontracts with Providers receiving more than \$100,000, language requiring the Provider to comply with the federal laws identified in this section.

4. **Energy Efficiency.** LPHA shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act U.S.C. 6201 et seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that: no federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of the United States Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. 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 United States Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b. The LPHA shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and Providers shall certify and disclose accordingly.
 - c. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code as amended. 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.
 - d. No part of any federal funds paid to LPHA under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature or legislative body, except in presentation to the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

- e. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - f. Prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - g. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** OHA is a Covered Entity with respect to its healthcare components as described in OAR 943-014-0015 for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and OAR 125-055-0100 through OAR 125-055-0130. OHA must comply with HIPAA to the extent that any Work or obligations of OHA arising under this Agreement are covered by HIPAA. LPHA shall determine if LPHA will have access to, or create any Protected Health Information (PHI) in the performance of any Work or other obligations under this Agreement. To the extent that LPHA will have access to, or create any PHI to perform functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, LPHA shall comply and cause all Providers and sub-contractors to comply with OAR 125-055-0100 through OAR 125-055-0130 and the following:
- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between OHA and LPHA for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that Contractor is performing functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, LPHA shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 943-014-0000 *et. seq.*, or OHA Notice of Privacy Practices. A copy of the most recent OHA Notice of Privacy Practices may be obtained by contacting OHA or

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

11. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).

12. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or Federal Agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance

with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.

- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
13. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act (ADA) of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
14. **Agency-Based Voter Registration.** If applicable, LPHA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
15. **Disclosure.**
- a. LPHA shall comply with the provisions of 42 CFR 455.104 which requires the State Medicaid Agency to obtain the following information from any Provider of Medicaid or CHIP services, including fiscal agents of Providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the Provider, fiscal agent or managed care entity or of any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other Provider, fiscal agent or managed care entity in which an owner of the Provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the Provider, fiscal agent or managed care entity.

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

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT H

REQUIRED PROVIDER CONTRACT PROVISIONS

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Provider may not expend on the delivery of _____ any funds paid to Provider under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Agreement requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c. Provider may expend funds paid to Provider under this Contract only in accordance with federal OMB Circular A-87 as that circular is applicable on allowable costs.

2. **Records Maintenance, Access and Confidentiality.**
 - a. **Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
 - b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination of this Contract. If there are unresolved audit or other questions at the end of the above period, Provider shall retain the records until the questions are resolved.
 - c. **Expenditure Records.** Provider shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Provider under this Contract. In particular, but without limiting the generality of the foregoing, Provider shall (i) establish separate accounts for each type of service for which Provider is paid under this Contract and (ii) document expenditures of funds paid to Provider under this Contract for employee compensation in accordance with Office of Management and Budget (OMB) Circular A-87 and, when required by LPHA, utilize

time/activity studies in accounting for expenditures of funds paid to Provider under this Contract for employee compensation. Provider shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with OMB Circular A-122.

- d. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Provider shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098 and 42 CFR Part 2. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

3. Alternative Formats of Written Materials. In connection with the delivery of services, Provider shall:

- a. Make available to a Client, without charge to the Client, upon the Client's, the County's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by Oregon Health Authority administrative rules or by Oregon Health Authority's written policies made available to Provider.
- b. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by Provider.
- c. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by Provider.
- d. Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, LPHA's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Contract.

4. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent

that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. **Grievance Procedures.** If Provider employs fifteen (15) or more employees to deliver the services under this Contract, Provider shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include "due process" standards, which, at a minimum, shall include:
- a. An established process and time frame for filing an employee grievance.
 - b. An established hearing and appeal process.
 - c. A requirement for maintaining adequate records and employee confidentiality.
 - d. A description of the options available to employees for resolving disputes.

Provider shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Provider and are aware of the means by which employees may make use of the employee grievance procedures. Provider may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Provider employee manual that describes the Provider employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. **Independent Contractor.** Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.
7. **Indemnification.** To the extent permitted by applicable law, Provider shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, Providers or agents under this Contract.

8. Required Provider Insurance Language.

- a.** First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2013-2015 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
- b..** Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.

- 9. Subcontracts.** Provider shall include sections 1 through 8, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

EXHIBIT I

PROVIDER INSURANCE REQUIREMENTS

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

TYPES AND AMOUNTS.

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

2. **PROFESSIONAL LIABILITY**

Required by OHA **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

3. COMMERCIAL GENERAL LIABILITY

Required by OHA Not required by OHA.

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

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. AUTOMOBILE LIABILITY INSURANCE

Required by OHA Not required by OHA.

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

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

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

COPY

June 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Agency Service Agreement with Rojoy Service, Inc, for
Operating the Mountain Express Bus Service

Purpose/Outcomes	Agreement 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.
Dollar Amount and Fiscal Impact	The rate per revenue hour of service is \$45.71 with an estimated contract total of \$152,670.
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)
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	None
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

BACKGROUND:

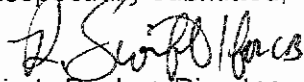
This agreement is for Rojoy Services, Inc., to operate the Mountain Express bus service in the Hoodland area. The service provided included driving, dispatch, preventative maintenance, safety training and oversight and other services that keep the day-to-day operations of the bus running smoothly.

The contract was awarded through a competitive process. Rojoy Services, Inc., is a Clackamas County-based business and has also been 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

AGENCY SERVICE CONTRACT

This contract is between Clackamas County, acting by and through its Department of Health, Housing and Human Services, Social Services Division, hereinafter called "COUNTY," and Rojoy Services, Inc., hereinafter called "AGENCY."

I. SCOPE OF SERVICES

A. Agency agrees to accomplish the following work under this contract:

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.

B. COUNTY agrees to accomplish the following work under this contract:

A. Provide at least (2) 16 passenger lift-equipped bus with which to operate the service. Additional vehicles (specifications to be determined) will be provided during the fiscal year. Vehicle fuel shall be provided by the COUNTY. Vehicle maintenance and repair and vehicle insurance shall be arranged by AGENCY but shall be reimbursed by COUNTY.

B. Provide grant-writing and financial oversight of the project, including coordination of resources with the local steering committee.

C. This agreement shall be effective July 1, 2013, and terminate on June 30, 2014.

II. COMPENSATION AND RECORDS

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.

B. Method of Payment. To receive payment, the Agency shall submit invoices and accompanying progress reports as follows:

Monthly reports identifying statistics and other information as required by Oregon Department of Transportation and any other funding source, along with an invoice identifying the number of revenue hours, fares collected and the total amount due, shall be submitted to COUNTY no later than the 10th of each month for the preceding month's services. Payment will be made no later than 30 days after receipt of invoice and required reports.

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

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.

D. Access to Records. The County, the State of Oregon and the Federal

AGENCY SERVICE CONTRACT

Page 3

Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Agency which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to the Agency were in excess of the amount to which the Agency was entitled, then the Agency shall repay the amount of the excess to the County.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The Agency shall comply with all Federal, State, local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements. Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. Agency shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the County.
- D. Agency certifies that it is an independent contractor and not an employee or agent of the County, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the Agency.

IV. GENERAL CONDITIONS

- A. Indemnity. The Agency agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract.

- B. Insurance.

- 1. Commercial General Liability Insurance.

Required by County Not required by County

Agency shall obtain, at Agency's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall

include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance.

Required by County Not required by County

Agency shall also obtain, at Agency's expense, and keep in effect during the term of the contract, "Symbol 1" 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 Million.

3. Professional Liability Insurance.

Required by County Not required by County

Agency agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million 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 contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insured Provision. The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

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 Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating. Coverages provided by the Agency must be underwritten by an insurance company deemed acceptable by the 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. The 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 contract, the Agency shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.
 8. **Independent Contractor Status.** The service or services to be rendered under this contract are those of an independent contractor. Agency is not an officer, employee or agent of the County as those terms are used in ORS 30.265.
 9. **Primary Coverage Clarification.** Agency's coverage will be primary in the event of a loss.
 10. **Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.
- C. **Amendments.** The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by Agency and County.
- D. **Termination.** This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

The County may terminate this contract effective upon delivery of written notice to the Agency, or at such later date as may be established by the County, under any of the following conditions:

1. If County funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the Agency to provide the services required by this contract is for any reason denied, revoked, or not renewed.

4. If Agency fails to provide services or reports as specified by the County in this contract.
5. If Agency fails to comply with any requirement in this contract.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

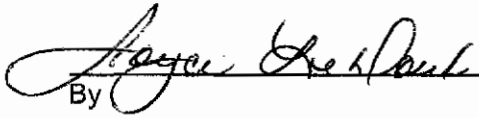
1. Agency shall:
 - (a) Make payments promptly, as due, to all persons supplying to Agency labor or materials for the prosecution of the work provided for in this contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from such Agency or subcontractor incurred in the performance of this agreement.
 - (c) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If Agency fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Agency or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Agency by reason of this agreement.
3. In the case of contracts for personal services as described in ORS 279A.055, employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
4. Agency shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention incident to sickness or injury, to the employees of Agency, of all sums that Agency agrees to pay for the services and all moneys and sums that Agency collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

AGENCY SERVICE CONTRACT

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5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
 6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.
- G. Future Support. The County makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- H. Ownership of Work Product. All work products of the Agency which result from this contract are the exclusive property of the County.
- I. Integration. This contract contains the entire agreement between the County and the Agency and supersedes all prior written or oral discussions or agreements. This contract consists of four sections plus the following attachments which by this reference are incorporated herein:
- Exhibit 1 Scope of Work and Performance Standards
 - Exhibit 2 Reporting Requirements
 - Exhibit 3 Budget
 - Exhibit 4 Special Requirements
 - Exhibit 5 ODOT Contract for 5311 funds and FTA Certifications and Assurances (incorporated by reference)
 - Exhibit 6 Proposal Response from Rojoy Services (incorporated by reference) and Addendum No. 2 regarding benefits and wages

AGENCY


By _____

Joyce LeDoux
Name (Typed)

Owner
Title

6/10/2013
Date

20450 E Alder Creek Road
Street Address

Sandy, OR 97005
City/Zip

503-935-1488
Phone Number

46-1511812
Federal I.D. #

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Department of Health, Housing and
Human Services

Date

EXHIBIT 1

SCOPE OF WORK AND PERFORMANCE STANDARDS

Scope of Services

Clackamas County Social Services seeks services to provide public transit services along the Highway 26 corridor east of Sandy.

From July 1, 2013 to October 1, 2014, the service provided will be defined as rural point-deviated fixed route rural transportation services to the communities along the Highway 26 corridor east of the City of Sandy, including Welches, Zigzag and Rhododendron. This service is customarily referred to as the Mountain Express bus service. The service offers six runs between these communities and points in the City of Sandy Monday through Friday between the hours of 5:20am and 7pm Monday to Friday. Four runs are also provided on Saturdays. The total expected revenue hours for this service is estimated at 602 hours total for the three month period.

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.

Clackamas County Social Services reserves the right to change or alter the services proposed; redesign schedules; and change days and hours of operations as it sees fit. If changes result in an increase in service of more than 15%, contract costs will be negotiated to compensate.

A coordinated bid proposal, showing how efficiencies could be gained through coordination of service by joint operations with the City of Sandy, is encouraged.

Contractor Responsibilities:

Definition of Service and Service Boundaries. The service shall consist of a rural, point deviated fixed route system operating on the Highway 26 corridor from the City of Sandy to Rhododendron from July 1, 2013 to September 30, 2013. Thereafter, service shall be provided as a rural point deviated fixed route between Sandy and Rhododendron twice daily six days per week year round and express runs with limited stops on the winter or summer schedule of frequency. Riders requiring curbside pickup for the deviated fixed route service shall be scheduled through contractor's dispatching services, which must operate out of a locally provided dispatch center.

Service Hours. Contractor shall at operate, based the current level of service, one bus six runs daily between Rhododendron and points in the City of Sandy Monday through Friday between the hours of 5:20am and 7pm and four runs on Saturdays. Holidays are as follows for the period July 1, 2013 to September 30, 2013: Independence Day and Labor Day. Commuter runs, both for winter and summer schedules, and twice daily point deviated fixed route runs shall be offered between 6am and 10pm thereafter. Holidays after October 1, 2013, shall be Thanksgiving Day and Christmas Day. Additional service may be considered in the future, including possible year round seven days per week service, and proposals should address contractor capacity to provide this service.

Hourly Service Rate. Compensation for operations will be on a revenue hour basis. Contractor will be compensated on a monthly basis following submission of invoice with accompanying documentation, including information required for federal and state reporting.

Bus Equipment, Fuel and Maintenance: County shall provide at least two ADA-compliant vehicles and pay for all related fuel, maintenance and repair expenses. Vehicle insurance shall be supplied by the Contractor and reimbursed on a cost basis by the County. Contractor shall assess mechanical condition of vehicle, schedule maintenance services and transport vehicles to the appropriate service and/or repair locations. Contractor shall maintain a vehicle repair and maintenance schedule that provides for excellent safety and maintenance and in compliance with all state and federal law and with vehicle manufacturer's recommendations for service. Contractor will be reimbursed by County for repair and maintenance expenses based on actual expenses incurred and the submission of a billing statement and copies of original invoices. Repairs in excess of \$100 in value require written permission from the County Project Manager. All physical damage should be reported to County within 1 day of occurrence whenever feasible. Barring normal wear and tear, vehicles shall be returned to the County in the same condition they were received by contractor.

Contractor will pay vehicle repair costs and/or the insurance deductible for any preventable accident or incident while operated by their employees.

Contractor will provide adequate storage for the bus in the City of Sandy. All expenses related to this are at the contractor's expense, including utilities.

Fuel cards shall be provided by County and used at Pacific Pride fueling station only for fuel used for the defined Mountain Express service.

The contractor will be responsible for keeping vehicles clean both inside and out. All service records will be kept on all vehicles and will be made available to the County at the end of each month. Contractor shall assist County with all warranty claims and Safety Bulletin Certificates of Compliance.

Back-up Vehicle: The County will be responsible for providing a comparable back-up vehicle if the County-provided vehicles are out of service.

Safety: Contractor shall ensure the safety of riders by any and all means necessary, including, but not limited to: ability to communicate with vehicle at all times, driver training, retraining and monitoring; alcohol and drug training; mobility assistance training; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures and training; etc.

Contractor shall equip all vehicles with emergency equipment to be defined in consultation with the County. This shall include at a minimum: fire extinguisher, first aid kit, blood borne pathogen kit, fluids kit and flashlight. All fire extinguishers will be serviced by Contractor as recommended by manufacturer.

Fares: Contractor shall work in coordination with the County to set fare policy, collect ticket sales and fares, and provide a monthly accounting of revenue received. Contractor will establish a secure procedure for receiving fares and report on this process to the County. Fares received shall be deducted from monthly billings for service. County, acting on advice of contractor and local steering committee, shall be solely responsible for establishing new fare rates. Contractor and its employees are prohibited from soliciting or accepting tips or gifts of any kind.

Scheduling and Dispatch and Staffing

The Contractor will provide trip reservation scheduling and dispatch services at a minimum between 8:00 am and 5:00 pm weekdays and during service hours on Saturdays for the point deviated fixed route service. Emergency or on-call dispatch support shall be maintained during Sundays on the winter schedule. Point deviated fixed route dispatch will be in accordance with all ADA requirements. Trip reservation scheduling and phone skills using excellent customer service is preferred during all hours of operations. the Contractor must have the ability to

provide this function effectively and efficiently. Proposers should provide a detailed explanation of scheduling and dispatching methodologies, describe experience and identify any special hardware and/or software used for this purpose. An automated answering system must be used during non-business hours to provide general information and accept reservations in compliance with ADA requirements. The County will not provide software for dispatch.

If service will not be provided in coordination with the City of Sandy, identify what location and other provisions will be made for dispatch, operations and bus storage in Sandy.

Service Transition

The Contractor will facilitate an efficient transition of service, which will entail working cooperatively with the City and the outgoing contractor at the beginning of the contract period and, similarly, with City and the incoming contractor at the end of the contract period. A transition schedule will be established detailing a list of critical tasks, deadline for their completion and person(s) responsible for each.

Contractor will ensure that at all times during the term of this contract: Vehicle operators and other personnel needed are employed and fully trained (including full understanding of the services to be provided).

Personnel

Contractor shall be sole responsible for the provision and satisfactory work performance of all employees as needed. Contractor shall be solely responsible for payment of all employee wages and benefits. Without additional expense to the County, contractor shall comply with the requirements of employee liability, workers compensations, employment insurance, Social Security and all other applicable laws. County shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by contractor, provided the County makes such request in writing. Contractor shall obtain County's written consent prior to entering into any subcontract affecting or providing for transportation service.

The contractor will be responsible for hiring dispatchers, drivers and staff, orientation and on-going training, supervision and evaluation. The contractor shall conduct both a criminal and a driver history background check before hiring drivers.

The contractor will conduct alcohol and drug testing and ensure compliance with Federal Transit Administration (FTA) regulations as described in 49 CFR Part 65, Part 655 and Part 40 (as amended), Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.

The contractor will ensure that all drivers operating in service for the County will possess a current Oregon Class B Driver's License with both airbrake and passenger endorsements.

The contractor will provide written policies for safe operating procedures in all conditions including inclement weather, accidents and emergencies.

The contractor will provide dispatch and driver training in at least the following areas:

- Defensive driving including emergency situations
- Passenger Safety/Blood Borne Pathogens
- Passenger sensitivity and customer service

- Disability issues
- Mobility Assistance, including proper use and handling of vehicle passenger lifts or ramps and other equipment
- FTA Drug/Alcohol rules & regulations
- ADA Act
- Accident procedures
- Passenger Fluids & Clean-up
- Safety Equipment
- Cellular phones
- Confidential radio communication, i.e., 10-codes
- Passenger behavior problems and security training
- Customer service

The contractor will provide an outline of training curriculum with the amount of time committed to each of the training topics included in the proposal. The County may request additional training in any area it deems necessary.

The contractor shall conduct, at a minimum, yearly evaluations that will include updated criminal and driver history checks. The contractor will consult with the County in developing evaluations regarding any input the County may have received from customers.

The Contractor will ensure that all drivers meet the following minimum criteria to participate in this program:

1. No more than two (2) moving violations in any one year period. No more than three (3) moving violations in any three (3) year period during the service contract or in the five (5) years prior to application of this program (personal and commercial records inclusive).
2. If license has ever been suspended, applicant must have five (5) full subsequent years with no violations.
3. If license has ever been revoked, must have ten (10) subsequent years with no violations.
4. Under no condition, will an applicant be accepted as a driver for this program if (1) he/she has been convicted of a felony, (2) and/or has been convicted of a drug or alcohol offense including DUII diversion.
5. Contractor will require drivers to inform his/her supervisor of every conviction for a moving traffic violation immediately after such conviction. Failure to provide proper disclosure may be grounds for suspension or dismissal.

The Contractor will provide uniforms for all field personnel, as approved by the County.. These may include both summer and winter uniforms.

The County reserves the right to require the removal of any driver, dispatcher or supervisor it deems is not an asset to the County.

Employee Wages, Salaries and Benefits

The Contractor will, as is reasonable, retain current employees now operating with the current Contractor giving the present workers first opportunities for employment.

The Contractor, at a minimum, shall make available to employees providing service to the County the following level of employee wages, salaries and benefits:

1. **Wages and Salaries:** The Contractor shall provide wages and salaries commensurate with the responsibilities of the positions offered and in concert with current market labor rates in order to ensure a qualified available work force. At a minimum, wages should include:

Driver and Dispatch Salary Range

Fixed/Commuter route; demand-response; ADA or medical transit operators can start at different step levels or wage levels within the step. Wages can be within corresponding step range for seniority. Shift differentials are encouraged for non-traditional hours including evenings and weekends.

Training wages can be reduced by up to \$1.00 per hour during a probation period not to exceed six (6) months.

Operations/Project Manager Salary Range:

	Step 1	Step 2	Step 3	Step 4	Step 5
First Yr	Second Yr	Third Yr	Fourth Yr	Fifth Yr	
\$16.00	\$17.00	\$18.00	\$19.00	\$20.00	

Driver Salary Range:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
First Yr	Second Yr	Third Yr	Fourth Yr	Fifth Yr	Sixth Yr
\$11.55	\$12.57	\$13.70	\$14.85	\$15.99	\$16.80

Dispatch/Schedulers and other Control room staff:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
First Yr	Second Yr	Third Yr	Fourth Yr	Fifth Yr	Sixth Yr
\$11.80	\$12.82	\$13.95	\$15.10	\$16.24	\$17.05

Employees who receive a satisfactory performance evaluation are eligible to move to the next step annually until they reach the top step of the pay range. Should an evaluation result in denial of an employee a step increase, he/she may appeal through Contractor's grievance procedure.

For staff with more than five years service, the rate of pay increase will range from a longevity amount of not less than \$.10 per hour up to the "year ending" change in the National CPI-W as reported by the US Labor and Statistics for the corresponding prior year.

For employees with greater than 12 years of service as of July 1, 2013, a one-time pay increase of \$.25 per hour at the beginning of this contract.

2. **Benefits:** Benefits are based upon a 35/40-hour workweek. Benefits may be prorated for part-time employees (less than 35/40 hours per week) based upon the employee's regular work schedule or a combination of actual hours worked and his/her regular work schedule for work performed under the terms of this contract.

- a) Sick leave accrued at 6.67 hours per month.
- b) Personal leave accrued:
 - i. After one year: 5 days
 - ii. After three years: 10 days
 - iii. After seven years: 15 days
- c) Holiday leave of six paid holidays per year;

- d) No less than a Fair Market Health Benefit provided or cash stipend (in lieu of health benefits) for each full time employee in service.

3. The Contractor shall not establish work schedules to avoid paying full-time benefits and shall maintain at least 2/3 of staffing as full-time positions.

The Contractor will obtain permission from the County for the use of any sub-contractor that will be used in conjunction with this Contract.

Contractor shall be responsible for adequate staffing to provide continuous driver service and dispatch service during the normal hours of operation.

Safety Inspections: Contractor employees shall conduct daily safety inspections of vehicles prior to beginning each day's service. Vehicles failing the daily safety inspection shall not be used in service until the reason for the failure is corrected. County reserves the right to ensure that vehicles are being maintained properly and are in safe operating condition. County may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected.

Radios and other communication devices: Contractor shall be responsible for providing all communication devices to ensure adequate dispatch service.

Insurance: County shall provide vehicle insurance that meets federal and state requirements. Contractor shall provide proof in the form of a letter from their insurance company of the ability to meet the following insurance requirements:

- Commercial liability insurance in the amount of \$1,000,000 per occurrence/ \$2,000,000 general aggregate, with the County named as an additional insured
- Worker's compensation insurance
- All other mandated insurance as outlined in Section VI "Agency Service Contract", Section 6.B.
- Other additionally insured certificates may be required i.e. the Oregon Department of Transportation, Federal Transit Administration, TriMet, etc.

The Contractor will notify the County Project Manager immediately if any vehicle collision results in potential media involvement, requires a vehicle to be towed from the scene, requires anyone to be transported from the scene via ambulance, or if the accident results in a fatality.

Data collection and Record Retention: Service provide will collect information on number of riders, including elderly and disabled ridership and other data as requested by the County and as required by federal and state guidelines. At a minimum, this data shall include record of deviations, distance traveled, and number of riders per trip. Contractor shall maintain all records in compliance with regulatory agencies and in compliance with County policies.

Grant Writing and Reporting: The County shall provide all grant writing and reporting functions for state and federal grants to support this project. The service agency shall supply on request any necessary information to complete grant requests and reporting requirements.

Vehicle Usage: The use of vehicles provided by the County for any purpose other than the Mountain Express Service is prohibited without written permission from the County Project Manager.

Rider Confidentiality: Any and all information regarding any individual served by the County is strictly confidential. All contractor staff are expected to comply with the most current local, state and federal law regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or County.

Contractor's Waiver of Competition Claims: Contractor understands that the award of contract and subsequent rendition of the service called for by these documents shall in no manner be construed so as

to place contractor in a position to be entitled to the benefits afforded to private transit operations under Section 3(e) of the Federal Transit Administration Act of 1964 (49 U.S.C., Section 1602(e) or any other comparable provision of federal or state law (or under any regulations promulgated thereunder), as they now exist or hereinafter may be amended. Contractor hereby waives any right it otherwise might have to assert any claim or claims under said provisions of law or that may be based upon principles of unfair competition.

Permits to Operate: At its sole cost and expense, contractor shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including the Oregon Department of Transportation, and local building, planning and business license departments, to enable Contractor to perform this Contract, and shall provide copies of all such entitlement to County when received by Contractor. Contractor is liable for any and all taxes due as a result of this Contract.

FTA Funding

This procurement will be funded, in whole or in part, by grant funds provided by the Federal Transit Administration (FTA). This procurement and contract shall be governed by applicable federal laws and regulations relating to third-party contracts. Applicable federal regulations are outlined in Section VII.

Term of Contract: The initial term of this contract shall be for one year, beginning July 1, 2013 and ending June 30, 2014. The term shall include the option of up to four (4) one-year renewals on written approval of both parties.

EXHIBIT 2

REPORTING REQUIREMENTS

To receive payment, the Agency shall submit invoices and accompanying progress reports as follows:

Monthly reports identifying statistics and other information as required by Oregon Department of Transportation and any other funding source, along with an invoice identifying the number of revenue hours, fares collected and the total amount due, shall be submitted to COUNTY no later than the 10th of each month for the preceding month's services. Payment will be made no later than 30 days after receipt of invoice and required reports.

Reports and Records: Agency shall be responsible for properly maintaining separate records and summaries for these services as deemed necessary by County. These records shall include but are not limited to the following:

Daily

- Rider count with rider classification
- Odometer readings
- Pre-trip and post-trip inspection records
- Incidents/complaints
- Repair and maintenance records
- Fare collection records

Monthly

- No-shows for deviated service
- Turn-downs for deviated service
- Accidents
- Fares collected, including ticket sales
- Comments/complaints documentation
- Monthly report showing:
 1. One-way rider trips
 2. Vehicle hours and miles
 3. Number of accidents
 4. Number of complaints received
 5. Riders per trip
 6. Other statistics as required

Quarterly

- Written summary of service with accomplishments and goals, existing and anticipated problems, recommendations for future service and explanation of accidents, incidents and unusual events (to be submitted to County prior to quarterly local steering committee meetings held in September, January, April and July).

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.

EXHIBIT 4

SPECIAL REQUIREMENTS

AGENCY certifies to the best of its knowledge and belief that neither it nor any of its principals:

- (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- (d) Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the AGENCY is unable to certify to any of the statements in this certification, such AGENCY shall attach an explanation to this proposal.

2. In case of suspected fraud by applicants, employees, or vendors, AGENCY shall cooperate with all appropriate investigative agencies, and shall assist in recovering invalid payments.
3. AGENCY shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this agreement and shall not release or disclose any such information except as directly connected with the administration of the particular Clackamas County program(s) or as authorized in writing by the applicant or recipient. All records and files shall be appropriately secured to prevent access by unauthorized persons.

AGENCY shall ensure that all officers, employees, and agents are aware of and comply with this confidentiality requirement.

4. AGENCY shall ensure that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by funds delegated under this agreement.
5. By execution of this contract, AGENCY hereby affirms, under penalty of perjury as provided in ORS 350.385(6), that to the best of its knowledge the AGENCY is not in violation of any of the tax laws described in ORS 305.380(4).

6. AGENCY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this contract.
7. AGENCY will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
8. AGENCY will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. AGENCY certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in AGENCY's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) AGENCY's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection (a) above.
 - (d) Notifying the employee in the statement required by subsection (a) that as a condition of employment on such contract, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - (e) Notifying the AGENCY within 10 days after receiving notice under subsection(d)(2) from an employee or otherwise receiving actual notice of such conviction.

- (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

EXHIBIT 5

ODOT Contract

FY13 FTA Certifications and Assurances
Incorporated by Reference

PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2013** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs Incurred on or before **June 30, 2014** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$179,005.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$100,386.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying

out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State Immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$500,000 are subject to audit conducted in accordance with Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, Non-profit Institutions. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this

Agreement.

- ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. **Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html

- b. **Subagreement indemnity; insurance.**

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

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or

services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition;
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of

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

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of this Agreement, and shall, upon Recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any

benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for

determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- i. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Clackamas County/State of Oregon
Agreement No. 29258

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
PO Box 2950
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Sherrin Coleman
555 13th St. NE
Salem, OR 97301-4179
1 (503) 986-4305
Sherrin.K.COLEMAN@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____


Date _____
5-27-17

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____
(printed)

Date _____

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Clackamas County Rural Operations 29258				
5311 Formula Operations				
Item #1: Operating Sliding Scale				
	Total	Grant Amount	Local Match	Match Type(s)
	\$179,005.00	\$100,386.00	\$78,619.00	In Kind, Local, State Funds
Sub Total	\$179,005.00	\$100,386.00	\$78,619.00	
Grand Total	\$179,005.00	\$100,386.00	\$78,619.00	

● **1. BACKGROUND**

The Rural and Small City Program was established to provide financial assistance to public and non-profit providers of public transit service in non-urban communities. Service is open to the general public; service may connect non-urbanized areas to urban areas.

2. PROJECT DESCRIPTION

Recipient will provide general public transportation service via the Highway 26 corridor connecting the communities of The Villages at Mt. Hood (Brightwood, Welches, Zig Zag and Rhododendron) and the City of Sandy.

Service design includes deviated fixed route and commuter service. Services are provided 6 days a week. Days and hours of operation vary by service type and area serviced. Estimated total revenue service hours are 3,050 and revenue service miles are 73,000.

Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations which require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

To the extent possible, Recipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services.

Recipient may not use financial assistance from this Agreement to compete unfairly with the private sector.

Recipient will market the service as public transit service, and may market to target markets including seniors, people with disabilities, minority populations and those with low income.

3. PROJECT DELIVERABLES

Projected ridership goal for this project: 121,960.

Ridership is the actual or estimated one-way passenger trips provided to the target population. A passenger trip is a unit of service counted each time a passenger enters the vehicle, is transported and then exits the vehicle.

4. PROJECT ACCOUNTING, MATCH AND SPENDING PLAN

Project Accounting

Recipient may not count the same costs twice if there are multiple agreements for which these costs may be eligible. Depreciation of capital equipment funded from USDOT- or ODOT-source grants is not an eligible expense.

Recipient is encouraged to generate program income to help defray program costs.

Recipient will account for all income related to this project in quarterly reports.

Program income is income directly resulting from the activities supported by this Agreement. Examples include, but are not limited to, donations, in-kind contributions, fares, service contract income, and advertising income. Awards and credits, including from the Oregon Department of Energy resulting from this Agreement is defined as program income.

With the exception of fares, program income may be used to finance the required matching share of the project. Program income derived from the Agreement must be used to support the transportation services operated by Recipient. For services that are funded by multiple operating grants, program income may be used flexibly to meet the needs of the service.

Recipient will have no obligation to State regarding program income earned after the end of the project period, with the following exception: Income earned during the project period, but paid after the end of the project period, will be used to further transportation service objectives.

Income from fares, tickets, and passes, including pre- and post-paid, will be deducted from the gross allowable operating cost to determine the net allowable costs on which the grant share of costs is based. To the extent that the project financed by this Agreement is also financed by other operating grants, the fare income will be proportionally allocated to each of the grants. The required local match share will be subtracted from the net project expenses to determine the grant share of the project expense.

Local funds are funds acquired by the Recipient (or contractor) independent of grant-funded activities. Local funds may be used at the option of the Recipient (or contractor), including for the activities supported by this Agreement. Local funds are reported to the extent that they are included in the project budget and used as match or to further the activities supported by this Agreement.

In-kind contributions will be accepted as part of the matching share required for the project when such contributions meet all of the following criteria: The value of in-kind contributions is included in the net project cost at least to the extent it is used as local match; the contribution is an integral and necessary part of the approved project; the contributions are documented; the rates for volunteer contributions will be consistent with those paid for similar work in the organization and community; and the value of donated space shall not exceed the fair rental value of comparable space and facilities in a privately-owned building in the same locality. In-kind contributions claimed as match will be reported on a form provided by State.

5. REPORTING and/or INVOICING REQUIREMENTS

Recipient will include project progress information in the required report to State. Required reporting forms and instructions are found at www.oregon.gov/ODOT/PT/Pages/reporting/index.aspx

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State.

EXHIBIT B

Financial Information

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	Federal Catalog	Total Federal Funding
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.509 (5311)	\$100,386.00

Administered By Public Transit Division 555 13th St. NE Salem, OR 97301-4179
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EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

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

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability Insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its Insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at http://www.fta.dot.gov/grants/12825_93.html. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient must submit to State on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by either (1) printing the form available at http://www.fta.dot.gov/grants/12825_93.html, completing the form and sending it to State or (2) logging in to FTA's TEAMWeb system, at <https://ftateamweb.fta.dot.gov/teamweb/teamLogin.asp?> and completing the form and sending to State a screen print of the submitted page.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at <http://www.fta.dot.gov/documents/19-Master.pdf>. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability In Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

EXHIBIT 6

Proposal Response from Rojoy Services dated April 4, 2013
Incorporated by Reference

Addendum No. 2 regarding benefits and wages dated June 4, 2013

Addendum Number 2- Rojoy Services

June 4, 2013

RoJoy Wage (basic top of scale) & Benefits	Based on 2044 hrs yr FT		
	Current Driver	Proposed Driver	Proposed PT Driver 24 hr/wk 1224 hr/yr
Annual Wage (*top of scale) see pay scale	33,660*	34,850*	20,564*
Annual Increase %		See pay scale	See pay scale
Employer Contribution to Health Insurance	80-85%	\$663/mo capped	Prorate
Cash in lieu	\$250	\$250	
Employee Contribution to Health Insurance	15-20%	Approx 15%	Prorate
Health Insurance Plan Deductible	500	500	500
Health Insurance Maximum Out-of-Pocket annually	2000	2000	2000
Employee Copay at Doctor's Appt	20	20	20
Employee Copay at Pharmacy	15	15	15
Vision coverage annual amount	150	150	150
Dental Coverage Annual Amount	2000	2000	2000
Employee Dependent Coverage Available (Yes/No)	Y	Y	Y
Cost to employee for dependent coverage	100%	100%	100%
Type of retirement plan offered	403K	SEP	SEP
Employee contribution to retirement plan	0	yes	yes
Employer contribution to retirement plan	6	3-4.5% Match	3-4.5% match
# of paid holidays	10	6	6
Hours of sick leave per month (or hourly accrual factor)			
0-1 Years	8	4	Prorate
1-10 Years	8	8	Prorate
10-15 Years	8	8	Prorate
15-20 Years	8	8	Prorate
Is sick leave compensable when an employee leaves or/use it or lose it?	Lose it	Lose it	
Hours of vacation leave per month (or hourly accrual factor)			
0-2 Years	8	3.34	Prorate

Addendum Number 2- Rojoy Services

June 4, 2013

2-5 Years	12	6.67		Prorate
6-10 Years	15	10		Prorate
11-15 Years	16	13.34		Prorate
15 +	16	13.34		Prorate
Does employer provide group life insurance?		No		No
Is a set amount provided or based on annual salary?		NA		NA
Does employer provide long term disability?		No		No
Amount of bereavement leave	3 days	3 days		3 days
Reimburse for license renewal?	no	No		No
Longevity Pay?	no	.10 per yr		.10 per yr

Employee/Hire Date Luxury/SAM OHAS RoJoy Effective Seniority Differential

Gonzales, Myrna	1/1/2000	12/4/2003	7/1/2013	9-6	.25
Jensen, Brian	3/1/2000	12/4/2003	7/1/2013	9-6	.25
Cranston, Alfreida	10/20/2003	12/22/2003	7/1/2013	9-6	.05
Uhler, Angie		12/18/2003	7/1/2013	9-6	.05
Lockhorst, Verlin		2/2/2005	7/1/2013	8-5	.05
Dokken, Debra		5/2/2005	7/1/2013	8-2	.05
Reagan, Harriet		5/3/2006	7/1/2013	7-2	.05
Hedges, Larry		9/8/2006	7/1/2013	6-10	.05
Bollinger, Bob		12/1/2006	7/1/2013	6-7	.05
Rathman, Daniel		2/1/2007	7/1/2013	6-5	.05
Bevilacqua, Robert		10/1/2007	7/1/2013	5-9	.05
O'Neil, Terrence		11/1/2007	7/1/2013	5-8	.05
Lawson, Tim		9/8/2008	7/1/2013	4-10	

Addendum Number 2- Rojoy Services

June 4, 2013

Hughes, David		5/17/2010	7/1/2013	3-2		
Snook, Jason		11/15/2010	7/1/2013	2-8		
Lawrence, Michelle		12/6/2011	7/1/2013	2-7		
Redmon, Steve		5/14/2012	7/1/2013	1-2		
Davis, Ted		8/23/2012	7/1/2013	0-10		
Garner, Steven		10/22/2012	7/1/2013	0-8		

Wages

Drivers

7/1/2013

Starting Probationary Wage	\$10.48
After 6-Months from Date-of-Hire	\$11.56
After One Year from Date-of-Hire	\$12.57
After Two Years from Date-of-Hire	\$13.71
After Three Years from Date-of-Hire	\$14.85
After Four Years from Date-of-Hire	\$15.99
After Five Years from Date-of-Hire	\$16.80

Longevity \$0.10

Dispatchers

3-Year Contract

7/1/2013

Starting Probationary Wage	\$10.74
After 6-Months from Date-of-Hire	\$11.83
After One Year from Date-of-Hire	\$12.84
After Two Years from Date-of-Hire	\$13.98
After Three Years from Date-of-Hire	\$15.13
After Four Years from Date-of-Hire	\$16.27
After Five Years from Date-of-Hire	\$17.07

Addendum Number 2- Rojoy Services

June 4, 2013

Administration	7/1/2013
After One Year from Date-of-Hire	\$16.00
After Two Years from Date-of-Hire	\$17.00
After Three Years from Date-of-Hire	\$18.00
After Four Years from Date-of-Hire	\$19.00
After Five Years from Date-of-Hire	\$20.00

June 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of a Contract Renewal with Resource Connections of Oregon
for Fiscal Intermediary Services for Persons with Developmental Disabilities**

Purpose/Outcomes	The contractor will serve as the fiscal intermediary for individuals with developmental disabilities, by paying payroll and associated payroll taxes for services that have been approved.
Dollar Amount and Fiscal Impact	The maximum contract value is \$750,000. The contract is funded through the Intergovernmental Agreement for the financing of Community Developmental Disability Services.
Funding Source	The Oregon Department of Human Services – Office of Developmental Disabilities Services. No County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	The original contract was approved by the Board of County Commissioners on June 14, 2012 - agenda item 061412-A4
Contact Person	Terri Schmelling, Social Services Division - 742-5323
Contract No.	6273

BACKGROUND:

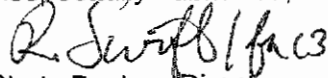
The Social Services Division of the Health, Housing, & Human Services department requests the approval of a contract renewal with Resource Connections of Oregon for fiscal intermediary services for clients with developmental disabilities. The Oregon Department of Human Services, Office of Developmental Disabilities Services (DHS – ODDS) provides funding for Comprehensive In-Home Support Services for Adults and Children, and Family Support services for children. The contractor will serve as the fiscal intermediary for one or more individuals with Developmental Disabilities, by paying payroll, associated payroll taxes and any other fees for services that have been approved under the clients support plan.

The total amount of the contract is \$750,000. This contract is in the format approved by County Counsel. The contract is funded with state funds; no County General funds are involved. The contract commences on July 1, 2013 and continues through June 30, 2014.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

PROFESSIONAL, TECHNICAL AND CONSULTANT SERVICE CONTRACT

This contract is between Clackamas County acting by and through Health, Housing & Human Services department, Social Services Division, hereinafter called "COUNTY", and RESOURCE CONNECTIONS OF OREGON, hereinafter called "CONTRACTOR."

I. SCOPE OF SERVICES

A. CONTRACTOR agrees to accomplish the following work under this contract:

1. CONTRACTOR will act as a fiscal intermediary for one or more individuals with developmental disabilities (the "individual"), by paying payroll, associated payroll taxes, and other fees for services that have been approved under an individual's Family Support Plan or Comprehensive In-Home Support Plan. All services provided, as well as CONTRACTOR and staff in the employment of CONTRACTOR, will comply with all applicable conditions stated in OAR 411-305-0010 through 411-305-0180, OAR 411-308-0010 through 411-308-0150, and in OAR 411-330-0010 through 411-330-0170. Payments made by CONTRACTOR for services not authorized in the Family Support Plan or Comprehensive In-Home Support Plan, or in amounts that exceed the total authorized in the Family Support Plan or Comprehensive In-Home Support Plan, will be at CONTRACTOR's own expense and will not be reimbursed by COUNTY.
2. In addition to issuing payments for services and for payroll taxes and withholding, CONTRACTOR will maintain all necessary financial and tax records for payments to the providers, and will report to COUNTY on a monthly basis the use of the funds for each individual for the month in which the expenses were incurred. For example, did the funds purchase respite care services, in-home support services, behavioral consultation services, etc. CONTRACTOR will also provide reports of expenditures and taxes to each individual's family on a monthly basis or more frequently if requested. CONTRACTOR will maintain individual folders containing all necessary tax information and records filed with the Internal Revenue Service by CONTRACTOR on behalf of the individual's family. Such folders shall be made available to the individual's family and COUNTY upon request.
3. CONTRACTOR will receive payment from the County in arrears. CONTRACTOR has received a one time advance of funds of \$12,500 on the initial contract, with which to make payments as described in A.1 above, pending payment by COUNTY in arrears. The one time advance will continue to be accounted for on each monthly invoice as described below. Upon termination of this contract, the advance will be refunded to COUNTY by CONTRACTOR or recouped by COUNTY from funds due to CONTRACTOR under this contract.
4. CONTRACTOR to submit an invoice to the COUNTY for administrative fees only if services actually occurred. COUNTY will not reimburse CONTRACTOR for monthly administrative fees if no services were rendered.
5. In the event funding is not initially provided or continued by the Department of Human Services – Seniors and People with Disabilities (DHS – SPD) or under the terms of an individual's Family Support Plan or Comprehensive In-Home Support Plan, or if an individual's family no longer wishes to use CONTRACTOR's services, COUNTY will give CONTRACTOR 15 days' notice, at the end of which time CONTRACTOR will submit a bill to COUNTY for outstanding amounts due on behalf of the client, together with an accounting of receipts and expenditures on behalf of the individual since the last quarterly accounting was submitted. In the event that all of the families determine that they no longer wish to use CONTRACTOR's services, this contract may be terminated on 30 days' notice pursuant to the provisions of Section IV.D. In the event of such a termination, CONTRACTOR will return all unused advanced funds to COUNTY,

Resource Connections of Oregon

PROFESSIONAL, TECHNICAL AND CONSULTANT SERVICE CONTRACT

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together with a final billing and an accounting, by individual, of receipts and expenditures since the last monthly accounting was submitted.

6. As part of provision of service, CONTRACTOR shall provide COUNTY with evidence of bonding, in amounts satisfactory to COUNTY, covering CONTRACTOR's employees or agents who handle funds.
7. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.

- B. Services required under the terms of this contract shall commence on **July 1, 2013**. This contract shall terminate on **June 30, 2014**.

II. COMPENSATION AND RECORDS

- A. Compensation: COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I. at a rate as follows:

CONTRACTOR shall be paid a fee as described in the fee schedule in Attachment 1 for each individual for whom CONTRACTOR has acted as fiscal intermediary for the month or partial month. CONTRACTOR's administrative fee is included in the contract total specified immediately below.

The total payment to CONTRACTOR shall not exceed \$ 750,000.

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

- B. Method of Payment: To receive payment, CONTRACTOR shall submit invoices and accompanying progress reports as follows:

On a monthly basis, CONTRACTOR shall provide COUNTY with an invoice and a summary detailing activity for each individual on whose behalf CONTRACTOR has made payments. Each invoice shall include the names of clients and their respective payees, amounts due to CONTRACTOR on account of payments made on behalf of clients, amounts due as CONTRACTOR's administrative fee, and an accounting of the monthly advance. The invoice shall include written assurance that all amounts withheld and associated employer taxes and fees have been paid to the appropriate recipient and/or taxing authority. Invoices and individual summaries shall be submitted by the end of the month in which payments are made by CONTRACTOR. Invoices and any reports shall be mailed to Clackamas County Social Services, 2051 Kaen Road, Suite 166, Oregon City, Oregon, 97045-4041, ATTENTION: DD Program Administration, or faxed to: (503) 655-8889.

Any funds paid by COUNTY and expended by CONTRACTOR under this contract for purposes not authorized hereunder shall be the responsibility of CONTRACTOR and shall be recoverable by COUNTY from CONTRACTOR. Expenditures of CONTRACTOR may be charged to this contract only if they (1) are incurred to provide services performed as authorized under this contract, (2) conform to applicable state and federal statutes, rules and regulations, and (3) are in payment of an obligation incurred during the contract term.

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PROFESSIONAL, TECHNICAL AND CONSULTANT SERVICE CONTRACT

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Recovery of funds will be made from CONTRACTOR in cases of non-performance of services, contract termination or suspension. However, this contract does not act as a limitation on the authority of COUNTY to pursue legal and administrative remedies pursuant to federal and state statutes, rules and regulations.

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

- C. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of five (5) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records: The COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to CONTRACTOR were in excess of the amount to which the CONTRACTOR was entitled, then CONTRACTOR shall repay the amount of the excess to COUNTY.

- E. Reporting requirements pertaining to the implementation of HB3618: HB3618 provides for Personal Support Workers to be covered by Worker's Compensation Insurance effective 1/1/2011. This coverage is now in effect with SAIF as the insurer. SAIF requires, on a monthly basis, the list of the client/employers who utilize Personal Support Workers' to receive services authorized in their support plans. The action required is to collect the names and other related information to meet the above referenced requirement of HB3618. Reports of gross income for Personal Support Workers shall be reported on a quarterly basis on designated DHS – SPD spreadsheets.

CONTRACTOR shall be required to submit monthly and quarterly reports described in Attachment 2 – HB3618 Reporting Requirements for each individual for whom CONTRACTOR has acted as fiscal intermediary for the month or partial month.

CONTRACTOR may be asked by COUNTY, SEIU (Service Employees International Union) and Oregon Home Care Commission to submit various other reports on behalf of the COUNTY. CONTRACTOR agrees to comply with all reporting requests and requirements presented by COUNTY, SEIU and/or OHCC.

CONTRACTOR may levy such reporting fees to COUNTY as are charged by the third party payroll provider. Such fees shall not exceed \$500.00.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations: CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
- B. Special Federal Requirements: Common rule restricts lobbying. See Volume 55, No. 38 of Federal Register, February 1990.

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PROFESSIONAL, TECHNICAL AND CONSULTANT SERVICE CONTRACT

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- C. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. CONTRACTOR certifies that it is an independent CONTRACTOR and not an employee or agent of the COUNTY, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the CONTRACTOR.

IV. GENERAL CONDITIONS

- A. Indemnity: CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners and employees against all liability, loss and costs arising from actions, suits claims or demands attributable in whole or in part to the acts of omissions of CONTRACTOR and CONTRACTOR's officers, agents and employees, in performance of this contract.
- B. Insurance: During the term of this contract, CONTRACTOR shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability

- Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, 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 contract. 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

- Required by COUNTY Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the contract, "Symbol 1" 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

- Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to 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 contract. 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.

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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

Coverages provided by CONTRACTOR 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 contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract 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 contract have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

8. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification

CONTRACTOR's coverage will be primary in the event of a loss.

10. Cross-Liability Clause

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the contract.

C. Amendments: The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

D. Termination: This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing or delivered by certified mail or in person.

1. COUNTY may terminate this contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

a. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.

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PROFESSIONAL, TECHNICAL AND CONSULTANT SERVICE CONTRACT

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- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
 - c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.
 - d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.
 - e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
 2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:
 - a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - b. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.
 - c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
 - d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
 1. CONTRACTOR shall:
 - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 2. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this agreement.

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PROFESSIONAL, TECHNICAL AND CONSULTANT SERVICE CONTRACT
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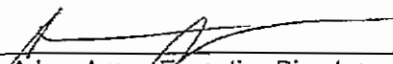
- 3. Employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
 - 4. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
 - 5. CONTRACTOR, if it is an employer of one or more workers subject to workers compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. CONTRACTORS shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
 - 6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. 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 contract.
- G. Ownership of Work Product: All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.
- H. Integration: This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of the following attachment which by this reference is incorporated herein:

Attachment 1 Fee Schedule
Attachment 2 HB3618 Reporting Requirements

RESOURCE CONNECTIONS OF OREGON

CLACKAMAS COUNTY

By: 
Adam Ayers, Executive Director
Date 6/13/13
3876 Beverly Ave. NE. Suite G-1
Street Address
Salem, Oregon 97306
City/State/Zip
(503) 485-2510 / (503) 485-2515
Phone Number / Fax
93-1280907
Contractor's Federal I.D. #

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
Department of Health, Housing and Human Services
Date

Attachment 1

RCO Fee schedule 2013-2014 for fiscal services for families and individuals based on a fee for service payment procedure.

	Frequency	Fee
Support Plans up to \$300/month with 1 provider	Monthly	\$37.00 / month
	Semi-Monthly	\$50.00 / month
Support Plans up to \$300/month with 2 or more providers	Monthly	\$63.00 / month
	Semi-Monthly	\$78.00 / month
Support Plans over \$300 with only 1 provider	Monthly or Semi-Monthly	\$63.00 / month
Comprehensive In-Home Support with plans up to \$3000/month and up to 4 providers	Monthly	\$63.00 / month
	Semi-Monthly	\$78.00 / month
Comprehensive In-Home Support with plans over \$3000/month (or with more than 4 providers)	Monthly	\$78.00 / month
	Semi-Monthly	\$97.00 / month
Comprehensive In-Home Support with plans over \$3000/month and multiple vendor payments**	Monthly	\$84.00 / month
	Semi-Monthly	\$105.00 / month
One-time only payments to a Vendor	Monthly	\$12.50 / check

Other rates may be negotiated as need arises.

**For those few customers needing payroll draws, checks to insurance companies, and tracking of 24-hour shift schedules, the rate may be negotiated to reflect the additional services. *NOTE: It is not a standard practice of RCO to offer monthly draws. This service has been provided to one family in Marion County and continues as a courtesy.*

Attachment 2

HB3618 Reporting Requirements

Below is a table summarizing the required reports and due dates:

DHS - SPD Transmittal	Report Content	Due Date	Ongoing	Recipients of Reports
SPD-AR-11-029	Personal Support Worker Compensation Report	10 th of the month following the quarter	Yes - Quarterly	DHS-SPD with a CC: to CDDP
SPD-AR-11-006	Personal Support Worker Customer/Employer - Name List	10 th of each month following the reporting month	Yes - Monthly	DHS-SPD with a CC: to CDDP



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

June 27, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Lease with Clackamas Corner L.L.C.
For the Clackamas County Justice Court**

Purpose/Outcome	This is a new lease over a ten-year term with Clackamas Corner L.L.C. for property to be occupied by Justice Court staff.
Dollar Amount and Fiscal Impact	An \$11,264.00 security deposit will be paid by the Justice Court upon execution of the lease (section 5.1). For the first six months there are no monthly rental fees. After six months the monthly rent is \$9,159.00 (\$14.00 per sq. ft.). Additionally, the Tenant's Proportionate Share of Operating Expenses is 29.51% to be paid monthly in one twelfth (1/12) increments (section 2.24). A base rate schedule is shown in section 2.1 of the Lease. The lease costs are included in the FY 2013-14 Justice Court budget.
Funding Source	Justice Court fees and fines - no County General Funds are involved.
Safety Impact	Continued successful operations of the Court address traffic violations which affect the public's driving safety.
Duration	Lease Commencement is 180 days following Tenant taking possession of the premises with a duration of ten years thereafter.
Previous Board Action/Review	The Board has visited the question of Justice Court siting multiple times over the past two years
Contact Person	Marc Gonzales, Finance Director, 503-742-5405

BACKGROUND:


The Clackamas County Justice Court has needed to be settled in a long term location since its opening in 2010. The Justice Court adjudicates traffic violations, forcible eviction and detainer cases and small claims. The current location of the Court is inadequate for the needs of the Court (size, operations, safety, etc.), and the search for a permanent site has considered many options. Among considerations to be factored in are safety of access and egress from the Court location, service by public transportation, adequate space for Court operations in the facility, adequate parking availability, and a low impact on the surrounding neighborhood. These requirements have been met in the proposed lease agreement.

A ten-year Lease has been negotiated with the property owner. The property is 7,850 rentable square feet and is located at 11750 SE 82nd Ave., Happy Valley, Oregon. There is adequate parking available in front of the building and in the adjacent Clackamas Town Center mall.

RECOMMENDATION:

Staff recommends the Board approve the Lease Agreement between Clackamas County and Clackamas Corner L.L.C. and that the Chair of the Board be authorized to execute the Lease.

Respectfully submitted,


Marc Gonzales, Director,
Clackamas County Finance



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 27, 2013

Board of County Commissioners
Clackamas County

Stephen L. Madkour
County Counsel

Members of the Board:

David W. Anderson
Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Rhett C. Tatum
Assistants

Approval of Sale of Interest in Real Property - Lake Oswego Armory

Purpose/Outcomes	Sale of Interest in Real Property
Dollar Amount and Fiscal Impact	Gain of \$100,000
Funding Source	Not Applicable
Safety Impact	Not Applicable
Duration	Permanent
Previous Board Action	1956 Transfer of Property to City of Lake Oswego Executive Session June 18, 2013
Contact Person	Dan Johnson, DTD x4325 Kathleen Rastetter, County Counsel x5398
Contract No.	Not Applicable

BACKGROUND

In 1956, the County deeded certain real property (Property) to the City of Lake Oswego with a restriction that the Property be devoted to a public use. The City then deeded the Property to the State of Oregon for an armory. The State no longer uses the Property as an armory and has been in negotiations with a third party for the purchase of the Property. Both the City and the County have what is known as a "reversionary interest" in the Property. However, the strength of the respective interests of the County, City and State in the Property are unclear as a result of numerous conveyances and court actions reforming the deed.

County Counsel has undertaken negotiations with the State regarding this issue and desires to present to the Board a proposed resolution. The State has asked the County to sign a quitclaim deed releasing its interest in the Property. In return, the State will pay \$100,000, subject to a normal escrow closing process. This transaction, amongst other items, would be reflected in a Memorandum of

Understanding (MOU) with the State that would also be part of the escrow. A form of quitclaim deed is attached for reference.

RECOMMENDATION

Staff respectfully recommends that the Board, as the governing body of Clackamas County, move by consent to authorize the County Administrator or designee to execute all documents necessary to quitclaim the County's interest in the Lake Oswego Armory property for \$100,000, including an MOU with the State.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'C. J. ...', with a long horizontal line extending to the right.

County Counsel's Office

Space above this line for Recorder's use

After recording, return to:

Clackamas County
Transportation and Development
150 Beaver Creek Road
Oregon City, Oregon 97045

Until further notice, send tax statements to:

No Change

With a copy to:

Oregon Military Department
Division of Installations
P.O. Box 14350
Salem, OR 97301

QUITCLAIM DEED
(ORS 93.865)

Clackamas County, a political subdivision of the State of Oregon, **Grantor**, hereby terminates, relinquishes, releases and quitclaims to **the State of Oregon**, acting by and through the Oregon Military Department, **Grantee**, all of **Grantor's** right, title and interest in and to that certain real property situated in Clackamas County, Oregon, and described as follows (the "**Property**"):

Block 6, OSWEGO HEIGHTS, in the City of Lake Oswego, County of Clackamas and State of Oregon.

TOGETHER WITH that portion of vacated Oak Street that inured thereto by Ordinance No. 1707, recorded September 25, 1978 as Fee No. 78-41291.

Said parcel contains 5.14 acres, more or less, and is further described on the attached Exhibit A, which is by this reference incorporated herein.

Grantor's release and quitclaim hereunder specifically includes any and all of Grantor's right, title and interest retained, reserved, or created, by the following instruments recorded in Clackamas County, Oregon:

County Deed recorded on March 26, 1957 in Book 523, Page 486; and

Instrument recorded on May 29, 1958 in Book 540, Page 630

The consideration for this conveyance is other value given.

”BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

DATED this _____ day of _____, 2013.

Grantor:

Grantee:

Grantee accepts this conveyance pursuant to ORS 93.808.

Clackamas County, political subdivision of the State of Oregon,

The State of Oregon, acting by and through the Oregon Military Department

By: _____

By: _____

Raymond F. Rees, Major General

As: _____

As: Adjutant General

ACKNOWLEDGMENTS

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this _____ day of _____, 2013,
by _____ as the authorized representative of Clackamas County.

Notary Public for Oregon
My Commission expires: _____

=====

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on this _____ day of _____, 2013,
by Major General Raymond F. Rees as the Adjutant General of the Oregon Military Department.

Notary Public for Oregon
My Commission expires: _____

EXHIBIT A



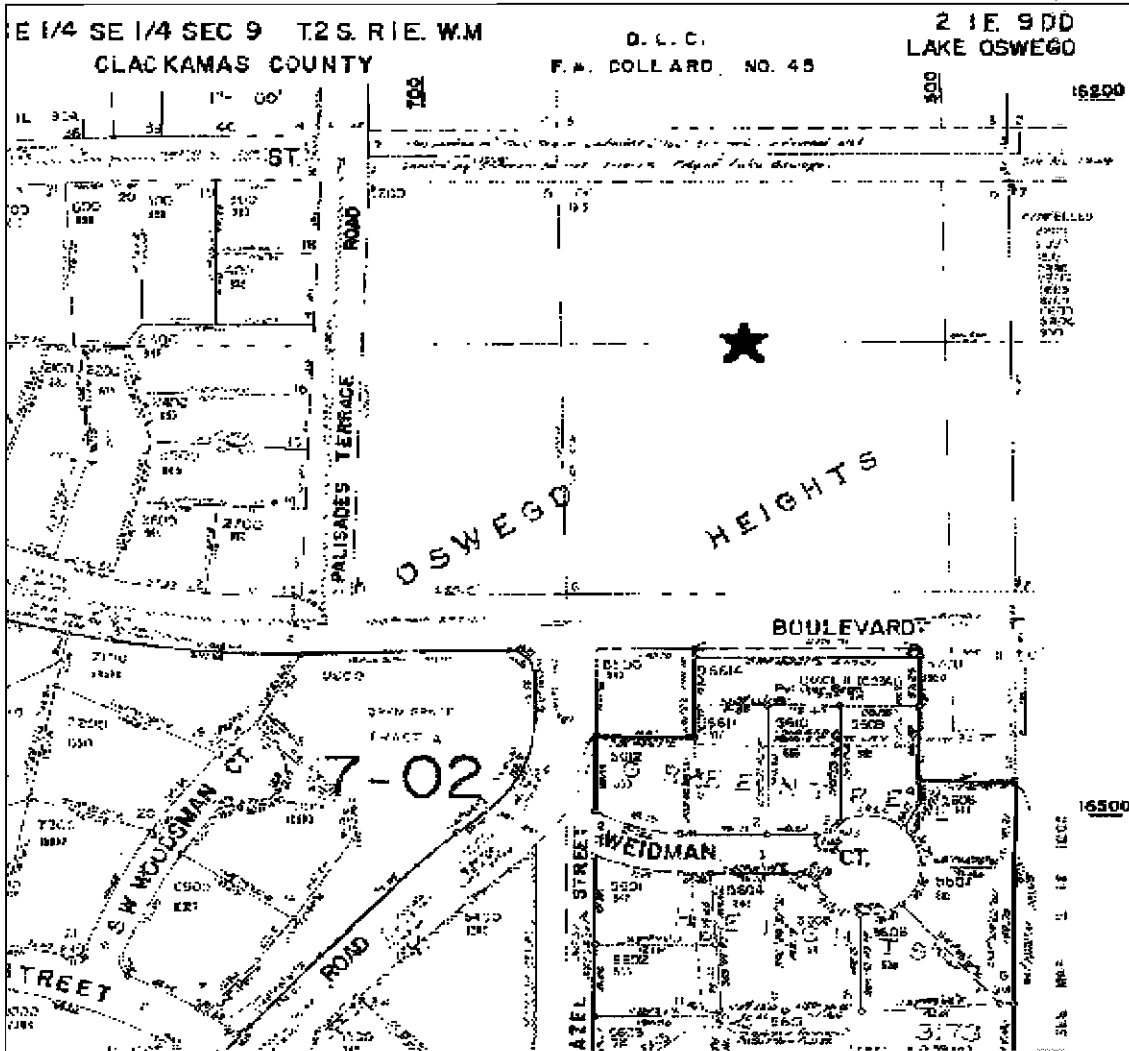
WFG National Title Insurance Company
 7th Floor, Portland City Center

WFG National Title - TMS Department
 7007 SW Cardinal Lane, Suite 145
 Portland, OR 97224
 Phone: 503-211-4410
 Fax: 503-684-2978



Parcel #: 00252522

Ref Parcel Number: 210001000100



This map is a copy of public record and is provided solely for informational purposes. WFG National Title Insurance Company does not warrant the accuracy of the information, dimensions, area or location of the properties or the location of improvements.



OFFICE OF COUNTY COUNSEL

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

June 27, 2013

Board of Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

David W. Anderson
Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Rhett C. Tatum
Assistants

DESIGNATION OF NEWSPAPER FOR 2013 PROPERTY
TAX FORECLOSURE PUBLICATION

Purpose/Outcomes	To institute tax foreclosure proceedings and comply with Oregon statute to serve notice of intent
Dollar Amount and Fiscal Impact	Costs of publications are included in the Assessment and Taxation 2013-14 budget
Funding Source	Not Applicable
Safety Impact	Not Applicable
Duration	Fiscal Year 2013-14
Previous Board Action	Board approval annually at the end of June
Contact Person	Anja Mundy, County Counsel x5396
Contract No.	Not Applicable

BACKGROUND

To institute foreclosure proceedings, the County is required by Oregon statute to serve notice of intent to foreclose, either by certified mail and publication or in person. The County has chosen the first method and rotates publication of the foreclosure list among the two County newspapers that historically have the greatest circulation: The Clackamas Review and the Lake Oswego Review. This year, the newspaper proposed for publication is The Lake Oswego Review.

The projected cost of publication in The Lake Oswego Review is included in Assessment and Taxation's 2013-2014 budget for publication.

Recommendation

Staff recommends that the Board of County Commissioners approve the designation of The Lake Oswego Review to publish the 2013 tax foreclosure list.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Rhett C. Tatum', with a stylized flourish at the end.

Rhett C. Tatum
Assistant County Counsel



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

Beyond clean water.

June 27, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Joint Funding Agreement between Clackamas County Service District Number One, the Surface Water Management Agency of Clackamas County and the U.S. Geological Survey to Perform Required Stormwater Pesticide Monitoring

Purpose/Outcomes	Approval of joint funding agreement to perform required pesticide monitoring
Dollar Amount and Fiscal Impact	CCSD#1/SWMACC will contribute a total of \$29,440 to the monitoring effort.
Funding Source	WES Surface Water fund via rates - no County General Funds are involved. USGS will contribute \$15,784 in joint funding.
Safety Impact	None
Duration	Effective July 15, 2013 and terminates on September 30, 2014
Previous Board Action/Review	None
Contact Person	Carol Murdock – Water Environment Services - 742-4581

BACKGROUND: CCSD#1 and SWMACC Districts are required under their respective DEQ MS4 Permits to perform pesticide monitoring at both in-stream and outfall locations at various locations within the Districts. Historically this monitoring requirement has been fulfilled by working cooperatively with the USGS to perform the monitoring activities. If approved, this Joint Funding Agreement will benefit not only the Districts but also the City of Happy Valley and the City of River Grove as their city limits are within the CCSD#1/SWMACC MS4 regulatory boundary.

CCSD#1 and SWMACC will contribute a combined amount of \$29,440 to the project. The USGS will perform the actual monitoring activities and contribute a total of \$15,784 which will off-set the overall project costs to the Districts. Funding for CCSD#1/SWMACC contribution will come from rates, already budgeted in the CCSD#1 FY 2013-14 budget.

RECOMMENDATION: Staff recommends the Board approve the Joint Funding Agreement between CCSD#1/SWMACC and the US Geological Survey to perform required pesticide monitoring.

Respectfully submitted,



Mike Kuenzi, Director
Water Environment Services



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Oregon Water Science Center

2130 SW 5th Avenue

Portland, OR 97201

(503) 251-3220 • Fax: (503) 251-3470

<http://or.water.usgs.gov/>

April 30, 2013

Ms. Mona LaPierre, Manager
Surface Water Management Agency
Clackamas County
15941 South Agnes Avenue
Oregon City, OR 97045

Dear Ms. LaPierre:

Two copies of a Joint Funding Agreement (JFA) between the U.S. Geological Survey (USGS) and The Clackamas County Service District NO.1 (CCSD) & The Surface Water Management Agency of Clackamas County (SWMACC) are enclosed for a water quality characterization of pesticides program in Clackamas County, Oregon.

Total cost for this program (June 15, 2013 through September 30, 2014) will be \$45,224, of which the CCSD & SWMACC will provide \$29,440, and the USGS will provide \$15,784 in Federal Matching Funds.

If these terms are agreeable to the County, we ask that you sign both copies of the enclosed JFA and return one fully signed copy to this office. The signed agreement is our legal authority that permits this work to be performed and which authorizes USGS to accept funds.

Due to the late date in the fiscal year, it is important that we receive our fully signed copy by no later than June 01, 2013. Please contact us if you foresee any problems with this timeline for return of the agreement. Funds are not required at this time; a signed agreement is not a bill, only an agreement to pay for the work that will be done.

The Water Resources Cooperative Program operates under the authority of statute 43 USC 50, which allows us to perform this work. The Oregon Water Science Center DUNS number is 137883463. Billings will be on a fixed-price basis and all billing will be done by DI-1040. The results of all work done under this agreement will be available for publication by the USGS.

We look forward to a successful partnership with the County. If you have any questions concerning this letter or the project in general, please feel free to call Kurt Carpenter at (503) 251-3215.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Crammond". The signature is fluid and cursive, with a long horizontal stroke at the end.

James D. Crammond
Center Director

Enclosures - 2 JFA's w/return envelope

Cc:
James D. Crammond
Mary Burbank
Steve Winkler
Kurt Carpenter

Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: 6000001801
Agreement #:
Project #:
TIN #: 93-6002286
Fixed Cost Agreement Yes No

**FOR
OREGON WATER SCIENCE CENTER**

THIS AGREEMENT is entered into as of the 15th day of June, 2013, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND THE SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a water quality characterization of pesticides in Clackamas County, Oregon, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

(a) \$15,784 by the party of the first part during the period
June 15, 2013 to September 30, 2014

(b) \$29,440 by the party of the second part during the period
June 15, 2013 to September 30, 2014

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: 6000001801
Agreement #:
Project #:
TIN #: 93-6002286

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **quarterly**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

BOARD OF COUNTY COMMISSIONERS (BCC),
GOVERNING BODY OF
CLACKAMAS COUNTY SERVICE DISTRICT
NO. 1 AND SURFACE WATER MANAGEMENT
AGENCY OF CLACKAMAS COUNTY

USGS Point of Contact


Customer Point of Contact

Name: Kurt Carpenter
Address: USGS ORWSC
2130 SW 5TH Avenue
Portland, Oregon 97201
Telephone: 503-251-3215
Email: kdcar@usgs.gov

Name: Ms. Mona LaPierre, Water
Environment Services
Address: A Dept. of Clackamas County
15941 South Agnes Avenue
Oregon City, Oregon 97045
Telephone:
Email:

Signatures

Signatures

By  Date 4/17/13
Name: James D. Cranmond
Title: Center Director

By _____ Date _____
Name: John Ludlow
Title: Chair of BCC

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

June 27, 2013

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

Development Agency Board
Clackamas County

Members of the Board:

Approval of a Lease/Option Agreement – Highway 212/122nd Avenue

Purpose/Outcomes	Lease/Option Agreement for residual land acquired for right-of-way purposes
Dollar Amount and Fiscal Impact	Revenue gain of up to \$2,500,000
Funding Source	Not Applicable
Safety Impact	Not Applicable
Duration	Two years from execution of agreement or completion of the Sunrise JTA Project, which is later.
Previous Action	Executive Session
Contact Person	Dan Johnson, Manager – Development Agency 503-742-4325 or danjoh@co.clackamas.or.us
Contract No.	Not Applicable

BACKGROUND:

In December of 2006 with approval of the Board of County Commissioners, the Development Agency completed an advanced right-of-way acquisition of approximately 37 acres located north of the intersection of Highway 212 and 122nd Avenue. The purpose of this willing buyer/willing seller acquisition was to ensure the preservation of sufficient right-of-way to allow construction of the Sunrise Corridor Highway project by the Oregon Department of Transportation (ODOT).

Since the acquisition, ODOT has completed the preferred alternatives analysis for the Sunrise Corridor project in its entirety. In addition, funding has been secured through the Jobs and Transportation Act (JTA). Design has been completed, and construction is scheduled to begin for the Sunrise JTA project; a phase of the larger Sunrise Corridor Preferred Alignment.

The Agency is confident of the land area to meet the short and long term right-of-way need of the Sunrise Corridor project. This information confirms that there is residual property from the original 37 acre acquisition that remains for disposition.

Over the last year, representatives from the Department of Transportation and Development and County Counsel's office have been negotiating with the current lease holder on the properties comprising the 37 acres to develop a short term lease and option to purchase the residual property. Terms within the agreement stipulate a lease/option period of approximately two years, establish a first right of refusal for additional lands that may not be needed for the entire Sunrise Corridor project, establish an acquisition price of \$2,500,000, identify a number of acquisition price offsets related to moving or demolishing of a number of buildings currently in the JTA alignment, and work force retention credits.

Due to the pending construction of the Sunrise JTA project and elements within this agreement that may cause delays in construction resulting in construction claims, staff is presenting this Lease/Option Agreement for your consideration. While additional refinement is needed on the exhibits, the attached agreement reflects the terms identified above.

RECOMMENDATION:

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, move by consent to authorize the Board Chair or designee to execute all documents necessary to advance the Lease/Option Agreement.

Respectfully submitted,



Dan Johnson
Development Agency Manager

For information on this issue or copies of attachments, please contact
Dan Johnson @ 503-742-4325

COMMERCIAL LEASE AND OPTION TO PURCHASE

**11811 SE Highway 212
Clackamas, Oregon**

Owner/Lessor:

**Clackamas County Development
Agency**

**Optionee/Lessee: Terry W. Emmert
and EDC Industrial, LLC**

_____, 2013

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COMMERCIAL LEASE AND OPTION TO PURCHASE

Date: _____, 2013

Between: Clackamas County Development Agency ("Owner/Lessor")
Development Services Building
Oregon City, Oregon 97045

And: Terry W. Emmert ("Optionee/Lessee")
11811 SE Highway 212
Clackamas, Oregon 97015

and

EDC Industrial, LLC
11811 SE Highway 212
Clackamas, Oregon 97015

This is a Commercial Lease and Option to Purchase under the terms of which for good and valuable consideration Owner/Lessor leases and grants an option to purchase to Optionee/Lessee the real property known as 11811 SE Highway 212, Clackamas, Oregon.¹ This Commercial Lease and Option to Purchase applies to part of the real property purchased from Optionee/Lessee by the Owner/Lessor on December 4, 2006. The real property purchased by the Owner/Lessor is described in the documents effectuating said sale and which is part of Exhibit A which is attached hereto and made a part of hereof. The records on file with Clackamas County historically set out the

¹ The real property that is the subject of this Commercial Lease and Option to Purchase is part of the real property that was the subject of the following transactions and agreements between Terry W. Emmert ("Emmert") and the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon, (the "Agency").

- December 4, 2006: The Buy and Sell Agreement between Emmert as the seller and the Agency as buyer.
- December 21, 2006: The First Amendment: Buy and Sell Agreement.
- December 21, 2006: The Commercial Lease as a leaseback between the Agency as landlord and Emmert as tenant.
- April 10, 2012: The Forbearance Agreement between the Agency as landlord and Emmert as tenant.

The parties acknowledge that part of the real property that was the subject of the above-listed transactions will be conveyed by the Owner/Lessor to the Oregon Department of Transportation (ODOT) for the right of way for the Current Phase of the Sunrise Corridor construction project. Each party acknowledges that part of the real property that was the subject of the above-listed transactions is being leased with the option to purchase and may be subject to a construction easement for the life of the Current Phase of the Sunrise Corridor construction project. Owner/Lessor will be the sole authority to determine what part of the real property is needed for the right-of-way for the Current Phase of the Sunrise Corridor construction project to be conveyed to ODOT and which part of the real property will be subject to said construction easement. Any construction easement will terminate two years from the date of this Commercial Lease and Option to Purchase or the completion of the Current Phase of the Sunrise Corridor construction project, whichever is later. Completion of the Current Phase Sunrise Corridor construction project is defined as the day when the Current Phase Sunrise Corridor construction project is open to the travelling public.

details of the prior sale.

Optionee/Lessee has been and is currently in possession of the real property which was the subject of the sale on December 4, 2006, first under the terms of a Commercial Lease which is part of Exhibit A titled Commercial Lease and presently in possession of said real property under the terms of a Forbearance Agreement dated April 10, 2012.

This Commercial Lease and Option to Purchase is intended to apply to the real property hereinafter described as Real Property² which is more completely set out as the New Lease Area in Exhibits B and C-1, 2, and 3.

References to the "Current Phase" of the Sunrise Corridor construction project are to be understood for purposes of this Commercial Lease and Option to Purchase as references to the Sunrise JTA (Jobs and Transportation Act) Project portion of the of the larger Sunrise Corridor Preferred Alternative. The Current Phase addresses existing congestion and safety problems in the Oregon 212/224 corridor by constructing a new road from I-205 to 122nd Avenue, including the following elements:

(1) constructing a new two-lane limited access highway (one lane each direction) from the Milwaukie Expressway (OR 224) at I-205 to SE 122nd Avenue at OR 212/224, (2) constructing a new I-205 overcrossing that will connect 82nd Drive and 82nd Avenue, (3) improving bicycle and pedestrian accommodations in the project area, (4) improving the intersection of SE 122nd Avenue and OR 212/224, and (5) improving intersections in the project area, including traffic signals, signing, striping, drainage and water quality.

THE COMMERCIAL LEASE

Section 1 Term of the Lease

1.1 Starting Date: The starting date of this Commercial Lease and Option to Purchase will begin immediately upon the later of the following:

1.1.1 Its execution by the parties; or

1.1.2 Optionee/Lessee's clearing ("Clearing") of the right of way ("Right of Way").

1.1.2.1 "Right of Way" for purposes of Section 1.1.2 is as set out

² To the extent that the Forbearance Agreement only applies to part of the real property which was the subject of the Commercial Lease signed by the parties in December 2006, but is now intended to be conveyed by the Owner/Lessor to ODOT for the Current Phase of the Sunrise Corridor construction project and which is not the subject of this Commercial Lease and Option to Purchase, the Forbearance Agreement shall remain in effect until Optionee/Lessee has complied with the timeline set forth as an attachment to Exhibit A, after which said Forbearance Agreement shall terminate in its entirety ("Timeline").

in Exhibit B and C-1, 2, and 3 and is that part of the Current Phase of the Sunrise Corridor Project adjacent to the Real Property.

1.1.2.2 "Clearing" for purposes of Section 1.1.2 shall consist of the-

1.1.2.2.1 Removal of all structures, personal property, trade items, fixtures, vehicles, detritus, and any other items that would interfere with the construction of the Current Phase of the Sunrise Corridor; however-

1.1.2.2.2 Optionee/Lessee shall have no obligation to remove vegetation, earth, or utilities.

1.2 **Termination Date:** The first occurrence of the four (4) events listed below will terminate this Commercial Lease and Option to Purchase.

1.2.1 12:01 a.m. July 1, 2014, or

1.2.2 The completion of the Current Phase of the Sunrise Corridor construction project with completion defined as first day when the Current Phase of the Sunrise Corridor construction project is open to the travelling public, or

1.2.3 Other events as provided in this Commercial Lease and Option to Purchase, specifically default (Sections 14 and 15), destruction of the Real Property (Section 10.2), and condemnation for another purpose other than the Current Phase of the Sunrise Corridor construction project (Section 11.3), or

1.2.4 The completion of all of the documents effectuating the purchase by the Optionee/Lessee from the Owner/Lessor of the Real Property covered by this Commercial Lease and Option to Purchase and the recording of the title with Clackamas County.

Section 2 Possession and Condition of the Real Property and Right of First Refusal

2.1 Optionee/Lessee accepts the Real Property "as-is" without any warranty or representation by Owner/Lessor as to its condition, fitness for any particular purpose, or habitability. Optionee/Lessee acknowledges that Owner/Lessor has no obligation to make any change or improvement to the Real Property or pay any cost, expend any sum of money, or incur any liability to make any change or improvement.

2.2 Optionee/Lessee acknowledges that the leasehold interest and the option

area of the said Real Property which is the subject of this Commercial Lease and Option to Purchase is less than that covered by the part of Exhibit A titled Commercial Lease and the Forbearance Agreement.

2.2.1 Optionee/Lessee acknowledges it has no right or claim to the Real Property or improvements other than as set forth herein and as that identified in Exhibits B and C-1, 2, and 3. Nothing in this Commercial Lease and Option to Purchase shall relieve Optionee/Lessee from its obligation to vacate and otherwise comply with the terms of the Forbearance Agreement and this Commercial Lease and Option to Purchase.

2.2.2 Optionee/Lessee shall have access to the areas specifically designated as "New Lease Area" as shown on Exhibits B and C-1, 2, and 3 and Exhibit D during the term of this lease and during the period of construction of the Current Phase of the Sunrise Corridor construction project. Optionee/Lessee shall not have any rights to exclude Owner/Lessor or its representatives or agents, including ODOT, from those portions of the property.

2.2.3 Notwithstanding the provisions of Section 2.2 and 2.2.1 above, Optionee/Lessee has been and is granted a Right of First Refusal by Owner/Lessor as to the Real Property that is adjacent to the Real Property which is the subject of this Commercial Lease and Option to Purchase which was part of Optionee/Lessee's sale to Owner/Lessor on December 4, 2006. The Real Property that is the subject of said right of first refusal is further described as the remainder of Tax Account 22E10D 01703 and portions of Tax Accounts 22E10D 1501 and 1590 not covered under the aforementioned Commercial Lease and Option to Purchase, otherwise set out and identified in Exhibit D as Areas X and Y. Owner/Lessor reasserts its covenant to use its best efforts to work with the Oregon Department of Transportation ("ODOT") regarding the Real Property which is not part of this Commercial Lease and Option to Purchase but which was part of the Optionee/Lessee's sale to Owner/Lessor on December 4, 2006.

2.2.4 Optionee/Lessee is prohibited from erecting any additional permanent facilities or structures in Areas X and Y identified in Exhibit D until such time as the need for these parcels is considered unnecessary for highway purposes. Such determination shall be made by the County no earlier than 10 years and no later than 20 years from the date of substantial completion of Current Phase of the Sunrise Corridor Project. Optionee/Lessee agrees that with regard to Areas X and Y, Sections 3 through 12 and Sections 14 through 17 of this Commercial Lease and Option to Purchase document apply to any occupancy or use of those areas by Optionee/Lessee or its tenants that County allows to continue. Optionee/Lessee currently uses an existing structure in Area X. County retains sole discretion regarding the continuation of that use or other uses, provided that 30 days written notice will be provided to Optionee/Lessee.

2.2.5 If during the period set forth in 2.2.4, the County determines that

Areas X and Y are not needed for highway purposes, and Optionee/Lessee proposes to execute the Right of First Refusal set forth in Section 2.2.3 on Areas X and Y, identified on Exhibit D, the purchase price for these parcels is not included in the Purchase Price identified in Section 22 of this agreement. The parties agree that the purchase price for these areas, which comprise approximately 1.8 acres, will be four hundred fifty thousand dollars (\$450,000.00). However, if Optionee/Lessee fails to satisfy the conditions precedent set forth in section 22.2, then the purchase price shall be nine hundred fifty thousand dollars (\$950,000.00).

2.3 Owner/Lessor reserves the right for it or its agents or representatives to enter onto the Real Property for the purpose of accessing its adjacent property. Owner/Lessor agrees that the use of the Real Property for access, construction, staging, and allied uses for the Current Phase of the Sunrise Corridor construction project must not unreasonably burden Optionee/Lessee's operation, and agrees to consult Optionee/Lessee as to the time and manner of the use of the Real Property for this purpose. Owner/Lessor must provide Optionee/Lessee with at least 2 (two) business days' notice of its intent to enter onto said Real Property for this purpose.

2.4 Option/Lessee had an unconditioned duty to clear the right of way of the Current Phase of the Sunrise Corridor.

2.4.1 "Right of Way" for purposes of Section 2.4.1 is as set out in Exhibit B and C-1, 2, and 3 and is that part of the Current Phase of the Sunrise Corridor Project adjacent to the Real Property.

2.4.2 "Clearing" for purposes of Section 2.4.1 shall consist of the-

2.4.2.1 Removal of all structures, personal property, trade items, fixtures, vehicles, detritus, and any other items that would interfere with the construction of the Current Phase of the Sunrise Corridor; however-

2.4.2.2 Optionee/Lessee shall have no obligation to remove vegetation, earth, or utilities.

2.4.3 Optionee/Lessee's shall have completed the Clearing of the Right of June 11, 2013.

Section 3 Rent

3.1 Optionee/Lessee shall pay by way of rent Owner/Lessor's costs of holding the Real Property which is the subject of this Commercial Lease and Option to Purchase.

3.1.1 Owner/Lessor's holding costs may include:

3.1.1.1 All charges for repairs, maintenance, and improvement, as further discussed in Section 5.1,

3.1.1.2 Insurance, as further discussed in Section 7,

3.1.1.3 Taxes, as further discussed in Section 8, and

3.1.1.4 Utility charges, as further discussed in Section 9.

3.1.2 Owner/Lessor shall not charge Optionee/Lessee rent above or in addition to those charges set out in Section 3.1.1.

3.1.2.1 Optionee/Lessee's authority to sublet said Real Property and retain rents as set out in Section 11.1.1 was negotiated between Owner/Lessor and Optionee/Lessee.

3.1.2.2 Owner/Lessor and Optionee/Lessee, in negotiating rent and the ability to sublet said Real Property and retain rents, each considered the value of said Real Property during the Current Phase of the Sunrise Corridor construction project and the issue of any relocation claims as set out in Section 11.2.

3.2 Optionee/Lessee is not required to pay a security deposit.

3.3 Optionee/Lessee shall provide proof that it paid all of the costs required of Lessee/Optionee under Section 3.1.1 at such times as Owner/Lessor may request. Optionee/Lessee shall not be in default unless Owner/Lessor has made a specific request that proofs be provided, and Optionee/Lessee has not provided the requested proofs within 20 (twenty) days from the date Optionee/Lessee receives the request.

Section 4 Use of the Real Property

4.1 Permitted Use: The Real Property which is the subject of this Commercial Lease and Option to Purchase shall be used for the operations of Optionee/Lessee's business and the operations of any sublessee's business according to the terms of any sublease of the Real Property and for no other purpose without the consent of Owner/Lessor, which consent shall not be unreasonably withheld.

4.2 Restrictions on Use: In connection with the use of the Real Property which is the subject of this Commercial Lease and Option to Purchase, Optionee/Lessee shall:

4.2.1 Refrain from any activity that would make it impossible to insure the Real Property against casualty.

4.2.2 Conform to all applicable laws and regulations of any government

entity affecting said Real Property's use. Optionee/Lessee shall correct, at Optionee/Lessee's own expense any failure to comply with any applicable laws or regulations created through Optionee/Lessee's fault or by reason of Optionee/Lessee's use.

4.2.2.1 Owner/Lessor and Optionee/Lessee acknowledge that said Real Property may have uses that are nonconforming uses as defined by the Clackamas County Zoning and Development Ordinance. A nonconforming use is a use of any building, structure or land allowed by right when established or that obtained a required land use approval when established but, due to a change in the zone or zoning regulations, would now be prohibited in the zone (Clackamas County Zoning and Development Ordinance at Section 202).

4.2.2.2 Owner/Lessor and Optionee/Lessee agree that, for purposes of said Real Property, that:

4.2.2.2.2 A nonconforming use may be maintained, restored, replaced, altered or changed (Clackamas County Zoning and Development Ordinance at Sections 1206.01, 1206.03, 1206.04, and 1206.05).

4.2.3 Owner/Lessor declares, and Optionee/Lessee acknowledges, that Owner/Lessor is not a law-making or regulatory entity, and that Owner/Lessor does not have the ability to initiate, terminate, or affect the outcome of any compliance action a government entity might take against said Real Property other than to ensure Clackamas County, including compliance and enforcement staff, does not institute any compliance or other actions against the Optionee/Lessee or sublessee's for a demonstrated non-conforming use as outlined in Section 4.2.2.2 above.

4.2.4 Owner/Lessor lacks the capacity, through executing this Commercial Lease and Option to Purchase or any other action, to declare that Optionee/Lessee's present and contemplated future activities on the Real Property which is the subject of this Commercial Lease and Option to Purchase conforms to all applicable laws and regulations of any government entity, other than as specifically set forth in this Commercial Lease and Option to Purchase.

4.2.5 Neither Owner/Lessor nor Optionee/Lessee shall do or suffer any waste to said Real Property.

4.3 No Partnership: Owner/Lessor is not a partner or joint venturer with Optionee/Lessee in connection with the business carried on under this Commercial Lease and Option to Purchase, and Owner/Lessor shall have no obligation with respect to Optionee/Lessee's debts or other liabilities, and no interest in Optionee/Lessee's profits.

4.4 Hazardous Substances: Optionee/Lessee shall not cause or permit any hazardous substance to be spilled, leaked, disposed of, or otherwise released on or under said Real Property. Optionee/Lessee and sublessees may use or otherwise handle on said Real Property only those Hazardous Substances typically used or sold in the prudent and safe operation of their business. Optionee/Lessee and sublessees may store such hazardous substances on the Real Property only in quantities necessary to satisfy Optionee/Lessee's or sublessee's reasonably anticipated needs. Optionee/Lessee and sublessees shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on said Real Property. On the expiration or termination of this Commercial Lease and Option to Purchase, Optionee/Lessee shall remove all hazardous substances from said Real Property.

4.4.1 The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or the order of any governmental entity pertaining to the protection of health, safety, or the environment.

4.4.2 The term *hazardous substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

4.5 Asbestos: Prior to its possession under the terms of this Commercial Lease and Option to Purchase, Optionee/Lessee was in possession of said Real Property. Owner/Lessor relies upon Optionee/Lessee's assurances that Optionee/Lessee is knowledgeable as to the presence of any asbestos on said Real Property, and that Optionee/Lessee will take responsibility for any federal, state, regional, or local measures required for asbestos abatement or control during the term of this Commercial Lease and Option to Purchase.

Section 5 Repairs and Maintenance

5.1 Obligations: Optionee/Lessee, by way of rent as set out in Section 3.1, shall be responsible for all repairs, maintenance, replacements, or improvements on the Real Property, except those required due to earthquake or volcanoes. Owner/Lessor shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on or to said Real Property.

5.1.1 Standard of work: Optionee/Lessee, at its expense, shall keep the said Real Property in the same condition and repair as the Real Property is in on the date this Commercial Lease and Option to Purchase is executed.

5.1.2 Abatement: Optionee/Lessee shall have no right to an abatement of rent or any claim against Owner/Lessor for any inconvenience or disturbance

resulting from any activities performed in conformance with this provision.

5.2 Reimbursement for Repairs Assumed: If Optionee/Lessee fails or refuses to make repairs that are required by Section 5.1, Owner/Lessor may make the repairs and charge the actual expense of said repairs to Optionee/Lessee.

5.2.1 Optionee/Lessee shall reimburse such expenditures by Owner/Lessor on demand together with interest at the rate of nine percent (9%) per annum from the date of expenditure by Owner/Lessor, but if reimbursement is made by Optionee/Lessee within 30 (thirty) days of the receipt of a demand by Owner/Lessor, no interest shall be charged.

5.2.2 Except in an emergency creating an immediate risk of personal injury or property damage, Owner/Lessor may not perform repairs that are the obligation of the Optionee/Lessee to be made and then charge the Optionee/Lessee for the resulting expense, unless at least 10 (ten) days before work is commenced, the Optionee/Lessee received notice in writing outlining with reasonable particularity the repairs required, and Optionee/Lessee fails within the 10 (ten) days to initiate such repairs in good faith and pursue the repairs to completion with due diligence.

5.3 Inspection of said Real Property: Owner/Lessor, within 10 (ten) days of the Optionee/Lessee's receipt of written notice, shall have the right to inspect the said Real Property at any reasonable time or times to determine the said Real Property's general condition and the necessity of any repair. In the event of an emergency, as that term is defined by a reasonable person, Owner/Lessor may inspect the said Real Property without first giving notice.

Section 6 Alterations

6.1 Alterations Prohibited Without Consent: Optionee/Lessee may make improvements or alterations on the said Real Property of any kind without first obtaining Owner/Lessor's written consent if the total cost of the improvements or alterations does not exceed \$100,000 (one hundred thousand dollars). If the total cost of the improvements or alterations exceeds \$100,000 (one hundred thousand dollars), Optionee/Lessee must first obtain Owner/Lessor's written consent, which may not be unreasonably withheld. Owner/Lessor's consent or denial must be given and received by Lessee/Optionee within 5 (five) working days. Failure of Owner/Lessor to notify Lessee/Optionee within 5 (five) working days will be deemed consent to the request. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. Owner/Lessor and Optionee/Lessee agree that the terms of this paragraph do not apply to the movement of buildings by Optionee/Lessee and that which may be required by ODOT for the Current Phase of the Sunrise Corridor construction project.

6.2 Owner/Lessor's Ownership of Alterations and Improvements to the Real

Property: All alterations and improvements performed on the Real Property shall be the property of Owner/Lessor when installed, and Optionee/Lessee shall have no obligation to remove any alteration or improvement, however-

6.2.1 At Owner/Lessor's written request, Optionee/Lessee shall remove alterations and improvements installed by Optionee/Lessee and restore the Real Property to its condition as it existed on the date of execution of this Commercial Lease and Option to Purchase.

6.2.2 Owner/Lessor shall be entitled to all heating, electrical, and plumbing fixtures now existing or installed during the term of this Commercial Lease and Option to Purchase, and Optionee/Lessee and any sublessees shall be entitled to all of their equipment and fixtures, including trade fixtures, whether the same be attached to the said Real Property or not.

6.2.3 Owner/Lessor and Optionee/Lessee agree that should the Option part of this Commercial Lease and Option to Purchase be exercised, the Option rights would include title to all buildings, alterations, fixtures including trade fixtures, and/or improvements now existing or made during the term of this Commercial Lease and Option to Purchase.

Section 7 Insurance and Indemnification

7.1 Insurance: Optionee/Lessee, by way of the rent discussed in Section 3.1, shall keep the said Real Property insured at Optionee/Lessee's expense sufficient to protect the value of the alterations and improvements and the income stream attributable to Optionee/Lessee's business operations, and the Optionee/Lessee's responsibility to indemnify Owner/Lessor.

7.1.1 Fire and Casualty: Optionee/Lessee shall continue to insure the said Real Property against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage.

7.1.1.1 Optionee/Lessee's insurance coverage shall include loss of income attributable to the casualty. Optionee/Lessee shall bear the expense of insuring Optionee/Lessee's personal property on the Real Property against any risks.

7.1.1.2 Optionee/Lessee shall, upon Owner/Lessor's request, deliver to Owner/Lessor a copy of the insurance policy or policies with an endorsement naming the Owner/Lessor as an additional insured on any required insurance policies.

7.1.2 General Liability: Optionee/Lessee shall obtain and at all times maintain, at its sole expense, a comprehensive commercial general liability insurance policy with a responsible company naming Owner/Lessor and

Clackamas County, their officers, agents, and employees as insured or additional insureds against liability for any and all claims and suits for damages or injuries to persons or property arising from or arising out of the said Real Property or the operations thereon. Optionee/Lessee is not required to insure Owner/Lessor and Clackamas County against liability, loss, and costs due to acts or omissions of Owner/Lessor and Clackamas County, or Owner/Lessor's officers, agents, and employees.

7.1.2.1 This comprehensive general liability policy must provide coverage on a current basis for both bodily injury and property damage of not less than \$1,000,000.00 (one million dollars) for injury to one person, \$3,000,000.00 (three million dollars) for injury to two or more persons in one occurrence, and \$1,000,000 (one million dollars) for damage to personal property. The deductible may not exceed \$50,000 (fifty thousand dollars) per occurrence.

7.1.2.2 Such insurance shall cover all risks arising directly or indirectly out of Optionee/Lessee's activities on or any condition of the Real Property.

7.1.3 All policies of insurance must contain a statement obliging the insurance carrier to notify Owner/Lessor of any material change, cancellation, or termination of the coverage as to said Real Property at least 30 (thirty) days in advance of the effective date.

7.1.4 All insurance policies obtained and required under the terms of this Commercial Lease and Option to Purchase by Optionee/Lessee shall be primary insurance and not contributing with any insurance maintained by the Owner/Lessor or Clackamas County.

7.1.5 All insurance policies provided by Optionee/Lessee must contain a waiver of subrogation for the benefit of the Owner/Lessor and Clackamas County.

7.1.6 All insurance policies provided by Optionee/Lessee must identify Clackamas County as an additional insured.

7.1.7 Optionee/Lessee must give Owner/Lessor prompt and timely notice of any claim made or suit arising against said insurance policies if said claim or suit involves in any manner said Real Property.

7.2 Indemnification

7.2.1 Optionee/Lessee shall indemnify and defend Owner/Lessor from, and reimburse Owner/Lessor for, any cost, claim, loss, or liability suffered by Owner/Lessor or from a third-party claim arising out of or related to any activity of Optionee/Lessee or any of Optionee/Lessee sublessees on the Real Property or

any condition of said Real Property in the possession or under the control of Optionee/Lessee or sublessees including any such cost, claim, loss, or liability that may be caused by or contributed to in whole or in part by Owner/Lessor's failure to effect any repair or maintenance required by this Commercial Lease and Option to Purchase including any cost, claim, loss, or liability suffered by Optionee/Lessee or from a third-party claim for damage to the Real Property. Optionee/Lessee agrees to indemnify and defend Owner/Lessor and Clackamas County, or Owner/Lessor's officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to the acts or omissions of Optionee/Lessee and/or the Optionee/Lessee's officers, agents, and employees. Notwithstanding the preceding, Optionee/Lessee has no duty to defend, indemnify or reimburse Owner/Lessor and Clackamas County, or Owner/Lessor's officers, agents, and employees nor shall Optionee/Lessee have any liability thereto, including but not limited to any claim, suit, loss, injury, cost, damage or injuries, to the extent the same are caused by acts or omissions of Owner/Lessor and Clackamas County, or Owner/Lessor's officers, agents, and employees.

7.2.2 Except as otherwise set forth above, Owner/Lessor shall have no liability to Optionee/Lessee for any injury, loss, or damage caused by third parties, or by any condition of the said Real Property.

Section 8 Taxes

Optionee/Lessee, by way of the rent discussed in Section 3.1, shall pay when due all real estate taxes, personal property taxes, privilege taxes, excise taxes, business and occupation taxes, gross sales taxes, occupational license taxes, water charges, sewer charges, assessments, and all other governmental impositions by a government entity and charges of every kind and nature whatsoever; provided, however that Optionee/Lessee shall not be required to pay such taxes or other governmental impositions on Areas X and Y described in sections 2.2.3, 2.2.4 or 2.2.5 unless Optionee/Lessee's activity or use of those parcels results in such taxes or other governmental impositions by operation of law. As used herein, Real Property taxes include any fee or charge relating to the Optionee/Lessee's operation, management, maintenance, repair, rebuilding, occupancy, use, or rental of the Real Property. Section 8 does not apply to System Development Changes ("SDC") during the term of this Commercial Lease and Option to Purchase.

8.1 Special Assessments: If an assessment for a public improvement is made against the said Real Property, Optionee/Lessee may elect to pay the assessment in installments, in which case all of the installments payable during the term of this Commercial Lease and Option to Purchase shall be treated the same as general Real Property taxes for purposes of Section 8.

8.2 Contest of Taxes: Optionee/Lessee shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that

does not cause any risk of Owner/Lessor's interest in said Real Property being foreclosed for nonpayment. While Owner/Lessor will cooperate with Optionee/Lessee in any dispute as to the taxes, the contest to such tax must be undertaken in Optionee/Lessee name.

8.3 Proration of Taxes: Optionee/Lessee shall pay its proportionate share of property taxes and assessments for the year in which this Commercial Lease and Option to Purchase terminates. If Optionee/Lessee exercises its right to purchase the Real Property as set forth in the Option Section of this Commercial Lease and Option to Purchase, then Lessee/Optionee will be solely responsible for all property taxes and assessments after the date the option effectuated.

8.4 New Charges or Fees: If a new charge or fee relating to the Owner/Lessor's ownership or use of the said Real Property or the receipt of rental therefrom or in lieu of property taxes is assessed or imposed, then, to the extent permitted by law, Optionee/Lessee shall pay such charge or fee except any SDCs which are specifically excluded from Section 8.

Section 9 Payment of Utilities Charges

Optionee/Lessee, by way of the rent set out in Section 3.1, shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of said Real Property, including charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services. Owner/Lessor shall have no liability for the failure or interruption of utilities. It is understood by the Owner/Lessor that if an interruption of utility services is caused in whole or in part by the acts or omissions of ODOT or any company or person's acting on behalf of ODOT or under ODOT's direction or authorization during the Current Phase of the Sunrise Corridor construction project, Optionee/Lessee is free to hold ODOT liable.

Section 10 Damage and Destruction

10.1 Partial Damage: If any building located on said Real Property is partly damaged and Section 10.2 does not apply, any building that is on said Real Property shall be repaired by Optionee/Lessee at Optionee/Lessee's expense as set out in Section 5 above. Repairs shall be accomplished with reasonable dispatch and shall be performed in accordance with the provisions of Section 5.

10.2 Destruction: If any building that is on the Real Property is destroyed or damaged to such an extent that the cost of repair exceeds 50% (fifty percent) of the value of said building before the damage, either party may elect to terminate this Commercial Lease and Option to Purchase as of the date of the damage or destruction of the building by giving notice in writing to the other party not more than 10 (ten) days following the date of damage to the building. Optionee/Lessee may terminate this

Commercial Lease and Option to Purchase if the Real Property become unusable because of some natural disaster or force majeure event, such as flood or earthquake or volcanic activity.

10.2.1 In the event of termination of this Commercial Lease and Option to Purchase, all rights and obligations of the parties shall cease as of the date of termination and Optionee/Lessee shall be entitled to the reimbursement of any prepaid amounts paid by Optionee/Lessee and attributable to the anticipated term of this Commercial Lease and Option to Purchase.

10.2.2 If neither party elects to terminate, Optionee/Lessee shall proceed to restore the building and said Real Property to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed in a reasonable manner and shall be completed in a reasonable length of time.

10.2.3 Optionee/Lessee shall retain as its sole property, insurance proceeds attributable to the loss of income from the use of said Real Property or any building or buildings on said Real Property. Owner/Lessor shall retain as its sole property insurance proceeds attributable to the destruction of said Real Property, or to any building or buildings on said Real Property, unless the Option part of this Commercial Lease and Option to Purchase has been exercised by the Optionee/Lessee on or before the date of such damage or destruction, in which case all insurance proceeds attributable to the damage or destruction of said Real Property or any building or buildings on said Real Property shall be remitted to Optionee/Lessee.

10.3 Rent Abatement: Rent (as that term is defined under this agreement) shall not be abated during the repair of any damage to any building, buildings or Real Property.

10.4 Owner/Lessor and Optionee/Lessee reserve Optionee/Lessee's ability to request a departure from the requirements set out in Sections 10.1 and 10.2. Factors to be weighed in determining any departure from the requirements set out in Sections 10.1 and 10.2 are identified as the portion of said Real Property or any building or buildings on said Real Property damaged, and extent of the damage to, the amount of any insurance proceeds, anticipated income from continued and future subleases, and the remaining life of this Commercial Lease and Option to Purchase. Owner/Lessor, in choosing whether to agree or disagree with Optionee/Lessee request, must apply a standard of reasonableness rather than its sole discretion.

Section 11 Subleases, the Current Phase of the Sunrise Corridor construction project, and Eminent Domain

11.1 Subleases: Owner/Lessor and Optionee/Lessee recognize that Optionee/Lessee may sublease part of said Real Property during the term of this

Commercial Lease and Option to Purchase.

11.1.1 Optionee/Lessee is authorized to enter into subleases to allow all occupants of said Real Property at the time of execution of this Commercial Lease and Option to Purchase to remain on said Real Property for the duration of Optionee/Lessee's occupancy under the terms of this Commercial Lease and Option to Purchase. No sublease shall extend past the last day of this Commercial Lease and Option to Purchase.

11.1.2 Optionee/Lessee is authorized to enter into new subleases allowing new sublessees not occupying said Real Property at the time of execution of this Commercial Lease and Option to Purchase to sublease portions of said Real Property. No sublease shall extend past the last day of this Commercial Lease and Option to Purchase.

11.1.3 Optionee/Lessee shall retain all income from any subleases. Optionee/Lessee is not acting as a partner, joint venturer, or agent of the Owner/Lessor in any respect, most particularly as to the subleases. Owner/Lessor has no management or control over the sublessees. Owner/Lessor agrees it will not engage the services of any intermediary, other than an entity controlled by the Optionee/Lessee, such as an outside property management company, to manage or be involved with the administration of the Real Property which is the subject of this Commercial Lease and Option to Purchase.

11.1.3.1 Optionee/Lessee agrees, as between Optionee/Lessee and Owner/Lessor, to accept all responsibility as to the sublessees.

11.1.3.2 Optionee/Lessee agrees to indemnify Owner/Lessor for any acts of a sublessee and to defend Owner/Lessor in any suit or action a sublessee might file under Section 7.2.

11.1.3.3 Optionee/Lessee agrees not to interpose Owner/Lessor as a shield for the benefit of Optionee/Lessee, or any other party, in any action a sublessee might file.

11.2 The Current Phase of the Sunrise Corridor construction project:
Optionee/Lessee and Owner/Lessor acknowledge that-

11.2.1 According to the terms of the Commercial Lease set out in Exhibit A in all its parts, most especially Sections 11.2.1 and 11.2.2.3.2, Optionee/Lessee has no claim, and Owner/Lessor (Clackamas County Development Agency) and Clackamas County shall have no obligation to pay, any relocation costs, including those related to any of the transactions set out in Footnote 1 or the clearing of the Right of Way set out in Section 1.1.2; and

11.2.2 According to the terms of the Commercial Lease set out in Exhibit A in all its parts, most especially Section 11.2.2.3.2.1, Optionee/Lessee has reserved its rights, whatever they may be, to pursue additional relocation expenses from other entities.

11.3 Condemnation for reasons other than the Current Phase of the Sunrise Corridor construction project.

11.3.1 Partial taking: If a portion of said Real Property which is the subject of this Commercial Lease and Option to Purchase is condemned by any government entity other than Owner/Lessor or ODOT, and Section 11.4 does not apply, then this Commercial Lease and Option to Purchase shall continue in effect on the following terms:

11.3.1.1 Owner/Lessor shall be entitled to all of the proceeds of condemnation due it as Owner/Lessor of the Real Property, and Optionee/Lessee shall have no claim against Owner/Lessor as a result of the condemnation, unless Optionee/Lessee has exercised the Option part of this Commercial Lease and Option to Purchase prior to the date of condemnation. If such event has occurred all proceeds of the condemnation shall be due to the Optionee/Lessee as the owner of said Real Property and Owner/Lessor shall have no claim to the proceeds of the condemnation.

11.3.1.2 Owner/Lessor and Optionee/Lessee shall negotiate to decide whether, considering the remainder of said Real Property left after the condemnation and considering the remaining duration of the Commercial Lease and Option to Purchase, whether:

11.3.1.2.1 This Commercial Lease and Option to Purchase shall cease and terminate, or remain in full force and effect.

11.3.1.2.2 Any repairs or alterations to the remaining Real Property are reasonably practical.

11.3.1.2.3 The standard to be applied to this section is one of reasonableness. Agreement by both Owner/Lessor and Optionee/Lessee is required for resolution of issues relating to this section.

11.3.1.3 Optionee/Lessee's obligation to pay the rent identified in Section 3.1 shall be reduced following the vesting of title in the condemning authority to the extent that the obligations identified in Section 3.1 shall thereafter apply only to the Real Property remaining after condemnation.

11.3.1.4 If a portion of Owner/Lessor's Real Property not included in condemnation, and severance damages are awarded, or an award is made for detriment to the Real Property as a result of activity by a condemning entity not involving a physical taking of any portion of the Real Property, this shall be regarded as a partial condemnation to which the terms of Section 11.3.1 will apply.

11.4 Total Taking: If a condemning entity other than Owner/Lessor or ODOT takes all of said Real Property or a portion of said Real Property sufficient to render the remaining said Real Property reasonably unsuitable for the use that Optionee/Lessee was then making of said Real Property, this Commercial Lease and Option to Purchase shall terminate as of the date the title vests in the condemning entity.

11.4.1 Owner/Lessor shall be entitled to all of the proceeds of condemnation due it as Owner/Lessor of said Real Property, and Optionee/Lessee shall have no claim against Owner/Lessor as a result of the condemnation, except as set forth above in Section 11.3 where Optionee/Lessee has exercised the Option part of this Commercial Lease and Option to Purchase prior to the date title vests in the condemning authorities.

11.4.2 If Optionee/Lessee has exercised the Option part of this Commercial Lease and Option to Purchase, then Optionee/Lessee shall be entitled to all of the proceeds of condemnation and Owner/Lessor shall have no claim against Optionee/Lessee as a result of the condemnation. This provision shall also apply to Section 11.2.

11.5 Sale in Lieu of Condemnation: Sale of all or part of said Real Property to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of that power shall be treated as a taking by condemnation for the purposes of this Commercial Lease and Option to Purchase and shall be treated under the terms set out in Section 11.3.

Section 12 Liens

12.1 Except with respect to activities for which Owner/Lessor is responsible, Optionee/Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Real Property, and shall keep said Real Property free from any liens.

12.1.1 If Optionee/Lessee fails to pay any such claims or to discharge any lien, Owner/Lessor may do so and collect the cost from the Optionee/Lessee.

12.1.2 Any amount so paid by the Owner/Lessor shall bear interest at the rate of nine percent (9%) per annum from the date expended by Owner/Lessor and shall be payable on demand by the Optionee/Lessee. Such action by Owner/Lessor shall not constitute a waiver of any right or remedy that

Owner/Lessor may have on account of Optionee/Lessee's failure to perform under Section 12.1.

12.2 Optionee/Lessee may withhold payment of any claim in connection with its good-faith dispute over its obligation to pay, as long as Owner/Lessor's property interests are not jeopardized.

12.3 If a lien is filed as a result of Optionee/Lessee's nonpayment, Optionee/Lessee shall, within 10 (ten) days after knowledge of the filing, secure the discharge of the lien or deposit with Owner/Lessor cash or sufficient corporate surety bond or other surety satisfactory to Owner/Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under such lien.

Section 13 Quiet Enjoyment in the Leased Fee

13.1 Owner/Lessor's Warranty: Owner/Lessor warrants that it is the Owner of said Real Property and has the right to lease it free of all encumbrances except those titled "Exceptions to Title". Subject to these exceptions Owner/Lessor will defend Optionee/Lessee's right to quiet enjoyment of said Real Property from the lawful claims of all persons during the term of this Commercial Lease and Option to Purchase.

13.2 Estoppel Certificate: Either party will, within thirty (30) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Commercial Lease and Option to Purchase has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. Failure to deliver the certificate within the specified time shall be conclusive on the party from whom the certificate was requested that this Commercial Lease and Option to Purchase is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

Section 14 Default. The following shall be events of default:

14.1 Failure of Optionee/Lessee to comply with any term or condition or fulfill any obligation of under this Commercial Lease and Option to Purchase, including a failure to pay the charges set out as rent in Section 3.1; a failure to vacate according to the terms of Section 2.2 any areas not set out in Exhibit C-1, 2, and 3 titled "New Lease Area"; and a failure to comply with the Owner/Lessor's right of entry according to Section 2.3, shall be an event of default.

14.1.1 Optionee/Lessee shall be in default within 30 (thirty) days after the date of written notice by Owner/Lessor specifying the nature of the default with reasonable particularity.

14.1.2 Notwithstanding the preceding, no default shall exist if

Optionee/Lessee begins correction of the default within 30 (thirty) days of said notice by the Owner/Lessor and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

14.2 Insolvency of Optionee/Lessee, an assignment by Optionee/Lessee for the benefit of creditors, the filing by Optionee/Lessee of a voluntary petition in bankruptcy, an adjudication that Optionee/Lessee is bankrupt or the appointment of a receiver of the properties of Optionee/Lessee, the filing of any involuntary petition of bankruptcy and failure of Optionee/Lessee to secure a dismissal of the petition within 30 (thirty) days after filing, attachment of or the levying of execution on the leasehold interest created under the Lease part of this Commercial Lease and Option to Purchase and failure of Optionee/Lessee to secure discharge of the attachment or release of the levy of execution within 10 (ten) days shall constitute a default.

14.3 Failure of Optionee/Lessee for 30 (thirty) days or more to occupy the Real Property for one or more of the purposes permitted under this Commercial Lease and Option to Purchase, unless such failure is excused under other provisions of this Commercial Lease and Option to Purchase shall constitute a default.

Section 15 Remedies on Default

15.1 Termination: In the event of a default this Commercial Lease and Option to Purchase may be terminated at the option of the non-defaulting party by written notice to the defaulting party.

15.1.1 The written notice must specify the manner of default, and if applicable, the failure to cure the default within the time limit set out in Section 14.1.

15.1.2 Whether or not this Commercial Lease and Option to Purchase is terminated by the election of Owner/Lessor or the Optionee/Lessee or upon default, the parties shall be entitled to recover damages from the other for the default. If Optionee/Lessee is in default the Owner/Lessor may reenter and take possession of the Real Property, and remove any persons or property by legal action or by self-help with the use of reasonable force, without liability for damages and without having accepted a surrender.

15.2 Reletting: Following reentry or abandonment of said Real Property, Owner/Lessor may relet the Real Property to any prospective new tenant deemed appropriate by Owner/Lessor, and may alter or refurbish the Real Property, or both, or change the character or use of the Real Property.

15.2.1 Owner/Lessor shall not be required to relet said Real Property for any particular use or purpose regardless of the provisions of this Commercial Lease and Option to Purchase, or which use Owner/Lessor considers detrimental to the Real Property. Owner/Lessor shall not be required to lease to any tenant

Owner/Lessor considers objectionable. Notwithstanding the preceding, Owner/Lessor recognizes it has a duty to mitigate any damages under this Commercial Lease and Option to Purchase.

15.2.2 Owner/Lessor may relet all or part of said Real Property, alone or in conjunction with other properties, for a term longer or shorter than the term of this Commercial Lease and Option to Purchase, on any reasonable terms and on any conditions, including allowances for rent-free occupancy or other rent concession.

15.3 Damages: In the event of termination of this Commercial Lease and Option to Purchase or retaking of possession following a default under the terms of this Commercial Lease and Option to Purchase, Owner/Lessor shall be entitled to seek to recover immediately under due process of law, without waiting until the due date of any future rent or until the date fixed for expiration of the term of this Commercial Lease and Option to Purchase, the following amounts as damages:

15.3.1 The loss of rents from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying rent;

15.3.2 The reasonable expenses incurred in reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Optionee/Lessee's personal property and fixtures, expenses incurred under Section 15.5, or any other expense occasioned by Optionee/Lessee's default including any remodeling or repair expenses, attorney fees, court expenses, broker commissions, and advertising expenses; and

15.4 Right to Sue More than Once: Owner/Lessor may sue periodically to recover damages during the period corresponding to the remainder of the term of this Commercial Lease and Option to Purchase and no action for damages shall bar a later action for damages subsequently accruing.

15.5 Owner/Lessor's Right to Cure Defaults: If Optionee/Lessee fails to perform any obligation under the terms of this Commercial Lease and Option to Purchase, Owner/Lessor shall have the option after 30 (thirty) days' after written notice is received by Optionee/Lessee to correct the condition causing the default. All of Owner/Lessor's expenditures to correct the default shall be reimbursed by Optionee/Lessee on demand, provided Optionee/Lessee admits default. Any expenditure by Owner/Lessor shall earn interest at the rate of nine percent (9%) per annum from the date of expenditure by Owner/Lessor, unless said sums are paid by Optionee/Lessee within 30 (thirty) days of demand in which case no interest shall be charged. Such action by Owner/Lessor shall not waive any other remedies available to Owner/Lessor because of the default.

15.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Owner/Lessor under any applicable law.

Section 16 Surrender at Expiration

16.1 Condition of said Real Property: If Optionee/Lessee does not exercise its option under the Option part of this Commercial Lease and Option to Purchase and term of the lease under the Lease part of this Commercial Lease and Option to Purchase expires or there is a termination on account of default, under the terms of this Commercial Lease and Option to Purchase, Optionee/Lessee shall surrender said Real Property broom clean. This paragraph is to be construed in accordance with Section 6 of this Commercial Lease and Option to Purchase, and if a conflict exists, Section 6 shall control.

16.1.1 Alterations constructed by Optionee/Lessee with permission from Owner/Lessor shall not be removed or restored to the original condition unless the terms of permission for the alteration so require.

16.1.2. Depreciation and wear from ordinary use for the purpose for which said Real Property was intended to be used under this Commercial Lease and Option to Purchase shall be excepted but repairs for which Optionee/Lessee is responsible shall be completed to the latest practical date before such surrender of said Real Property.

16.1.3 If under the occurrence of any event set out in Section 16.1 Optionee/Lessee shall have moved houses, buildings, and other structures and any that have been moved on to the Real Property that is the subject of this Commercial Lease and Option to Purchase and they have not subsequently been affixed to a permanent foundation, they shall be removed.

16.1.4 Optionee/Lessee shall have removed all derelict vehicles and other detritus of its business operations.

16.1.5 The Real Property shall be free and clear of all subleases, tenancies, and occupancies.

16.1.6 Optionee/Lessee's obligations under this section shall be subordinate to the provisions of Section 10 relating to destruction.

16.2 Fixtures: All fixtures placed on the Real Property which is the subject of this Commercial Lease and Option to Purchase during the term of this Commercial Lease and Option to Purchase shall remain the property of Optionee/Lessee. Before expiration of the term of this Commercial Lease and Option to Purchase or other termination under the terms of this Commercial Lease and Option to Purchase, Optionee/Lessee shall remove, without injury to said Real Property, all furnishings, furniture, and fixtures, including trade fixtures.

16.2.1 If Optionee/Lessee fails to do what is required by Section 16.2,

this failure shall be an abandonment of the personal property, and Owner/Lessor may retain the personal property and all rights of Optionee/Lessee with respect to said personal property shall cease if, by notice in writing received by Optionee/Lessee within 20 (twenty) days after removal was required, Owner/Lessor may elect to hold Optionee/Lessee to its obligation of removal.

16.2.2 If Owner/Lessor elects to require Optionee/Lessee to remove and Optionee/Lessee fails to do so, Owner/Lessor may effect a removal and place the personal property in public storage for Optionee/Lessee's account. Optionee/Lessee shall be liable to Owner/Lessor for the cost of removal, transportation to storage, and storage of said removed personal property, with interest at the rate of nine percent (9%) per annum on all such expenses from the date of expenditure by Owner/Lessor.

16.3 Holdover: If Optionee/Lessee does not vacate said Real Property which is the subject of this Commercial Lease and Option to Purchase under any event required by the terms of this Commercial Lease and Option to Purchase, Owner/Lessor shall have the option to treat Optionee/Lessee as a month to month tenant, subject to all of the provisions of this Commercial Lease and Option to Purchase, except the provisions for term of this Commercial Lease and Option to Purchase and at a rental rate equal to one and a half times (150%) of market rates per month, without any rights that would otherwise be provided by law with respect to a month-to-month tenancy. Owner/Lessor, in the alternative, may eject Optionee/Lessee from the Real Property which is the subject of this Commercial Lease and Option to Purchase and recover damages caused by wrongful holdover.

16.3.1 Any rents paid by sublessees after July 1, 2014 or after the completion of the Current Phase of the Sunrise Corridor construction project, as set out in Section 1.2, whichever is sooner, shall be paid to Owner/Lessor, unless those payments are for past due rent that the sublessee owes to Optionee/Lessee, in which case Optionee/Lessee is entitled to those payments. All sums collected shall first be applied to back rent, and then applied current rent.

16.3.2 Failure of Optionee/Lessee to remove fixtures, furniture, furnishings, or trade fixtures that Optionee/Lessee is required to remove under this Commercial Lease and Option to Purchase shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of said Real Property by another tenant or with the occupancy by Owner/Lessor for any purpose including preparation for a new tenant.

16.4 The provisions of Section 16 shall survive any termination under the terms of this Commercial Lease and Option to Purchase.

Section 17 Miscellaneous

17.1 Interest on Rent and Other Charges: Any payment required by the Lease part of this Commercial Lease and Option to Purchase to be paid by Optionee/Lessee to Owner/Lessor shall, if not paid within 30 (thirty) days after it is due or not set out differently in some other section of this Commercial Lease and Option to Purchase, bear interest at the rate of 9% (nine percent) per annum from the due date until paid.

THE OPTION TO PURCHASE

Optionee/Lessee desires to acquire an option to purchase said Real Property on the terms and conditions set out in the Option part of this Commercial Lease and Option to Purchase. Owner/Lessor has agreed to grant Optionee/Lessee an exclusive option to purchase the Real Property and the parties desire to evidence their agreement regarding the option as set out in this document.

RIGHT OF FIRST REFUSAL

Optionee/Lessee has a Right of First Refusal as as set forth in Section 2.2.

Agreements of Optionee/Lessee and Owner/Lessor as to the Option

Section 18 Grant of Option

Owner/Lessor, for and in consideration of the terms and conditions set out in this Commercial Lease and Option to Purchase entered into on this date grants to Optionee/Lessee the sole and exclusive option to purchase the Real Property identified as the New Lease Area set out in Exhibits B and C-1, 2, and 3 and previously set out in the preamble to this document as the "Real Property" in the manner and for the price stated in the option part of this Commercial Lease and Option to Purchase. No other Option Money payment shall be due or payable.

Section 19 Option Terms

The term of the Option part of this Commercial Lease and Option to Purchase shall commence on the effective date as defined in Section 1.1 of the Lease part of this Commercial Lease and Option to Purchase and shall continue until 12:01 AM on July 1, 2014 or the completion of the Current Phase of the Sunrise Corridor construction project as set out in the Lease part of this Commercial Lease and Option to Purchase, whichever is sooner. If the last day of the term of this Commercial Lease and Option to Purchase falls upon a Saturday, a Sunday, or a holiday recognized by the federal government or state of Oregon, all of Optionee/Lessee's rights during such time period shall extend through the next business day following such day.

Section 20 Exercise of Option

The Option part of this Commercial Lease and Option to Purchase shall be exercised, if chosen by Optionee/Lessee, by written notice ("Exercise Notice") by the Optionee/Lessee to the Owner/Lessor. The Exercise Notice shall provide that Optionee/Lessee has elected to exercise the Option part of this Commercial Lease and Option to Purchase and Optionee/Lessee may give to Owner/Lessor said Exercise Notice at any time during the Term of this Commercial Lease and Option to Purchase. The Option part of this Commercial Lease and Option to Purchase may be exercised only with respect to the Real Property identified as the New Lease Area set out in Exhibits B and C-1, 2, and 3, and nothing contained herein shall be construed as permitting Optionee/Lessee to purchase less than all of said Real Property. Upon exercise of the Option part of this Commercial Lease and Option to Purchase, Optionee/Lessee shall be obligated to purchase said Real Property from Owner/Lessor, and Owner/Lessor shall be obligated to sell said Real Property to Optionee/Lessee, for the price and in the manner herein set forth in the Option part of this Commercial Lease and Option to Purchase.

Section 21 Failure to Exercise Option

If Optionee/Lessee fails for any reason to exercise the Option part of this Commercial Lease and Option to Purchase in the manner set forth in this Commercial Lease and Option to Purchase, Optionee/Lessee shall have no further claim against or interest in said Real Property upon expiration of the term of this Commercial Lease and Option to Purchase. In the event Optionee/Lessee decides not to exercise the Option part of this Commercial Lease and Option to Purchase, Optionee/Lessee shall promptly give notice to Owner/Lessor and proceed without delay to provide Owner/Lessor with any instruments or declarations that Owner/Lessor reasonably may deem necessary for the purpose of expeditiously marketing said Real Property that is the subject of this Commercial Lease and Option to Purchase and removing from the public record any cloud on title to the Real Property which is attributable to the grant or existence of the Option part of this Commercial Lease and Option to Purchase.

Section 22 Purchase Price

The purchase price for the Real Property that is the subject of the Option part of this Commercial Lease and Option to Purchase set out in Section 18 (the "Purchase Price") shall be \$2,500,000.00 (two million, five hundred thousand dollars).

22.1 Offset: Optionee/Lessee may claim as an offset against said purchase price for its demonstrated expenses of moving or tearing down in whole or in part up to three buildings located on part of said Real Property that is marked on Exhibit C-1 as Buildings A, B, and C as agreed to by the parties.

22.1.1 The ability to claim the offset shall be lost if a building or the buildings are not moved from their present locations to a location outside of the right of way of the Current Phase of the Sunrise Corridor project, or torn down, on or before July 1, 2013.

22.1.2 The amount of the offset set out in Section 22.1 of the Option part of this Commercial Lease and Option to Purchase shall be not less than six hundred thousand dollars (\$600,000.00), or more than one million dollars (\$1,000,000.00). In order to verify the amount of the offset Optionee/Lessee shall submit, upon request from Owner/Lessor, within thirty (30) days from the date of the request proofs of Optionee/Lessee's moving expenses. These expenses shall include but are not limited to the costs of labor, materials, overhead, permit costs and any and all other costs which directly or indirectly relate to the moving of a building or the buildings, either in whole or in part or the tearing down of a building or buildings in whole or in part, the verification of which Owner/Lessor may not unreasonably refuse to accept.

22.1.3 Optionee/Lessee is entitled to claim the offset up to six hundred thousand (\$600,000) no earlier than the date in which all buildings are moved from within the contemplated right of way of the Current Phase of the Sunrise Corridor construction project.

22.1.4 Optionee/Lessee is entitled claim the offset up to one million dollars (\$1,000,000.00) only after all buildings have received a Certificate of Occupancy from Clackamas County building officials.

22.2 Work Force Credit: If on the date this Commercial Lease and Option to Purchase is executed by both parties Optionee/Lessee or any of its corporate subsidiaries maintains a payroll demonstrating not less than fifty (50) full time employees employed within Clackamas County with total quarterly wages of six hundred thousand (\$600,000.00) or more, and Optionee/Lessee commits to maintain this level of employment and wages for the five (5) consecutive years next following the exercise of the Option part of this Commercial Lease and Option to Purchase, Optionee/Lessee may claim an additional credit against the purchase price of the said Real Property that is the subject of the Option part of this Commercial Lease and Option to Purchase in the amount of five hundred thousand (\$500,000.00) dollars. This credit will be applied no earlier than July 2014. If Optionee/Lessee fails to satisfy these payroll requirements for 5 consecutive years, then the purchase price of Areas X and Y, identified on Exhibit D, and described in section 2.2.5, shall be nine hundred fifty thousand dollars (\$950,000.00).

Section 23 Remedies

23.1 Remedies of Optionee/Lessee: In the event Owner/Lessor breaches any term or provision of the Option part of this Commercial Lease and Option to Purchase, then Optionee/Lessee, as Optionee/Lessee's exclusive remedy and in lieu of any other relief, may either-

23.1.1 Terminate this Commercial Lease and Option to Purchase, or

23.1.2 Tender performance of the obligations of Optionee/Lessee and specifically enforce all obligations of Owner/Lessor.

Except as noted in Section 23.3 and any specific remedies reserved elsewhere in the Option part of the Commercial Lease and Option to Purchase, Optionee/Lessee waives the right to pursue any remedy in law or equity against Owner/Lessor other than the remedies specified above in Section 23.1 of this Option part of this Commercial Lease and Option to Purchase, including any action for damages, in the event of a default by Owner/Lessor

23.2 Remedies of Owner/Lessor: In the event Optionee/Lessee breaches any term of provision of the Option part of the Commercial Lease and Option to Purchase, and regardless of whether the breach occurs before or after Optionee/Lessee gives Owner/Lessor the Exercise Notice under the Option part of this Commercial Lease and Option to Purchase, then Owner/Lessor, as its exclusive remedy and in lieu of any other relief, shall be entitled to terminate the Option part of this Commercial Lease and Option to Purchase by giving Optionee/Lessee written notice of termination. Owner/Lessor acknowledges-

23.2.1 The adequacy of this exclusive remedy, and

23.2.2 That this limitation of remedies with respect to the Option part of the Commercial Lease and Option to Purchase is an essential part of the option from the perspective of Optionee/Lessee.

Except as noted in Section 23.3 and any specific remedies reserved elsewhere in the Option part of the Commercial Lease and Option to Purchase, Owner/Lessor expressly waives, with respect to the Option part of the Commercial Lease and Option to Purchase the right to pursue any other right or remedy in law or equity other than the remedy specified above, including the right of specific performance and the right to sue for damages, in the event of a default by Optionee/Lessee. Optionee/Lessee and Owner/Lessor have established the foregoing remedy in favor of Owner/Lessor because of the difficulty and inconvenience of ascertaining the actual damages Owner/Lessor may suffer as a result of a breach of the Option part of the Commercial Lease and Option to Purchase by Optionee/Lessee.

23.3 Other Remedies: The limitations on remedies set forth in this section of the Option part of the Commercial Lease and Option to Purchase shall not preclude either party from seeking or obtaining injunctive relief or from seeking recovery against the other party under any contractual indemnity set forth herein or for causing physical damage or injury to persons or property.

Section 24 Conditions Precedent to Closing

In addition to any other conditions contained in the Option part of the Commercial Lease and Option to Purchase, the following conditions are conditions precedent for the benefit of Optionee/Lessee (the "Conditions"). The Conditions are intended solely for the benefit of Optionee/Lessee and Optionee/Lessee shall have the right to waive, by written notice, any of the Conditions at its sole discretion. Absent a specific declaration of waiver, giving the Exercise Notice shall not constitute such a waiver. In the event any Condition is not satisfied or waived on or before closing as set out in Section 7.1 of the Lease part of this Commercial Lease and Option to Purchase then Optionee/Lessee shall have the right to terminate the Option part of the Commercial Lease and Option to Purchase, at its sole election, by giving Owner/Lessor notice of termination before the expiration of the term of this Commercial Lease and Option to Purchase. If Optionee/Lessee does not give Owner/Lessor notice of termination before the expiration of said term, then Optionee/Lessee shall be deemed to have waived the termination privilege with respect to the Condition in question. The Conditions specifically delineated in this section are the following:

24.1 Title: Optionee/Lessee's determination that title to said Real Property is acceptable to Optionee/Lessee in its sole discretion.

24.2 Condition: Optionee/Lessee's determination that the condition of said Real Property which is the subject of the Option part of this Commercial Lease and Option to Purchase is acceptable to Optionee/Lessee in its sole discretion.

24.3 Conveyance of Title: Owner/Lessor shall convey title to the Real Property which is the subject of the Option part of this Commercial Lease and Option to Purchase subject only to the reservations, restrictions, and easements that are currently of record, as more particularly set forth on Exhibit B. Owner/Lessor shall not cause, permit, or suffer any encumbrance, reservation, restriction, or easement to be recorded with respect to the Real Property which is the subject of the Option part of this Commercial Lease and Option to Purchase during the term of this Commercial Lease and Option to Purchase, except any other matter that Optionee/Lessee approves, in writing and at its sole discretion, before recordation.

Section 25 Closing and Conveyance

25.1 Time and Place: Closing of purchase and sale of the Real Property which is the subject of the Option part of this Commercial Lease and Option to Purchase shall occur on a date (the "Closing Date") mutually selected by the parties, but in all events the closing shall occur within 180 (one hundred eighty) days after the date that the Exercise Notice is given by Optionee/Lessee to Owner/Lessor. The escrow for the Closing shall be established at the office of Chicago Title Company of Oregon (the "Title Company") at 10135 SE Sunnyside Road, Suite 130, Clackamas, OR 97015, or such other place as the parties may agree to designate.

25.2 Closing Obligations: On the Closing Date, Owner/Lessor and Optionee/Lessee shall deposit the following documents and funds in escrow, and the

Title Company shall close escrow in accordance with the instructions of Owner/Lessor and Optionee/Lessee.

25.2.1 Owner/Lessor's Deposits: Owner/Lessor shall deposit the following:

25.2.1.1 The conveyance documents described in Section 25.4 of the Option part of this Commercial Lease and Option to Purchase executed and acknowledged;

25.2.1.2 A duly executed affidavit certifying that Owner/Lessor is not a foreign person, trust, partnership, or corporation, all in compliance with IRC Section 1445;

25.2.1.3 Such documents as Optionee/Lessee or the Title Company may require to evidence the authority of Owner/Lessor to consummate the purchase and sale; and

25.2.1.5 Such other documents and funds, including without limitation escrow instructions, as required of Owner/Lessor to close the purchase and sale in accordance with the Option part of this Commercial Lease and Option to Purchase.

25.2.2 Optionee/Lessee's Deposits: Optionee/Lessee shall deposit the following:

25.2.2.1 The Purchase Price specified in Section 22 of the Option part of this Commercial Lease and Option to Purchase, minus any credits available to Optionee/Lessee under the terms set out in the Option part of this Commercial Lease and Option to Purchase;

25.2.2.2 Such documents as Owner/Lessor or the Title Company may require to evidence the authority of Optionee/Lessee to consummate the purchase and sale contemplated by the parties;

25.2.2.3 Such other documents and funds, including without limitation escrow instructions, as required of Optionee/Lessee to close the purchase and sale of Real Property which is the subject of the Option part of this Commercial Lease and Option to Purchase.

25.3. Costs: Optionee/Lessee and Owner/Lessor shall each pay one-half of the escrow fees of the Title Company. Owner/Lessor shall pay the premium for the title insurance policy that Owner/Lessor is obligated to provide to Optionee/Lessee, and for all conveyance or excise taxes payable by reason of the purchase and sale of the Real Property which is the subject of the Option part of this Commercial Lease and Option to Purchase. Optionee/Lessee shall pay the fee for recording the conveyance documents

referenced herein.

25.4. Conveyance and Title Insurance: At the Closing, Owner/Lessor shall execute, acknowledge, and deliver to Lessee/Optionee a statutory warranty deed conveying the Real Property to Lessee/Optionee subject only to the Permitted Exceptions. As soon as is practicable after Closing, Owner/Lessor shall cause the Title Company to issue its standard form Owner's ALTA Title Insurance Policy, with extended coverage, in the amount of the Purchase Price, insuring fee simple title to the Real Property vested in the Lessee/Optionee, subject only to the Permitted Exceptions

Section 26 Risk of Loss

If before the exercise of the Option all or part of the Real Property is damaged by fire or by any other cause of any nature or if all or any part of the Real Property is taken by condemnation, or if any such condemnation is threatened, Owner/Lessor shall give Optionee/Lessee written notice of such event. Optionee/Lessee may terminate the Option by giving written notice to Owner/Lessor within 15 (fifteen) days following receipt by Optionee/Lessee of written notice from Owner/Lessor of such casualty or condemnation. If Optionee/Lessee does not elect to terminate this Option, then this Option shall continue in force. If the Option is exercised by Optionee/Lessee, then all interest of Owner/Lessor in and to any insurance proceeds or condemnation awards that may be payable to Owner/Lessor on account of such casualty or condemnation shall be paid to Optionee/Lessee or assigned to Optionee/Lessee at closing if not previously paid.

GENERAL TERMS AND CONDITIONS FOR THE COMMERCIAL LEASE AND OPTION TO PURCHASE

Covenants of Owner/Lessor: Optionee/Lessee acknowledges that, either as the owner or as the lessee, it has been in uninterrupted possession of the Real Property which is the subject of this Commercial Lease and Option to Purchase and that Owner/Lessor has never occupied said Real Property. Owner/Lessor makes, and Optionee/Lessee acknowledges, that Owner/Lessor has no duty or obligation to provide information about said Real Property or maintain the Real Property which is the subject of this Commercial Lease and Option to Purchase. The Owner/Lessor's sole covenant is that, during the term of this Commercial Lease and Option to Purchase, Owner/Lessor shall not sell, contract to sell, assign, lease, or otherwise transfer in any manner the Real Property or any part thereof, nor grant an option to any third party to acquire all or any portion of it. Optionee/Lessee acknowledges that it has been in uninterrupted possession of the Real Property and Owner/Lessor has never occupied the Real Property. Owner/Lessor states, and Optionee/Lessee acknowledges, that Owner/Lessor makes no warranties or representations as to the Real Property.

Entry for Inspection: Owner/Lessor, with a 10 (ten) day written notice received by Optionee/Lessee, shall have the right to enter on the Real Property which is the subject

of this Commercial Lease and Option to Purchase at any time to determine Optionee/Lessee's compliance with the terms of this Commercial Lease and Option to Purchase; to make necessary repairs to the buildings or to said Real Property; to show said Real Property to any prospective purchaser; to conduct surveys, inspections, tests and analysis necessary for the Current Phase of the Sunrise Corridor construction project and in addition shall have the right, at any time during the last two months of the term of this Commercial Lease and Option to Purchase, to place and maintain on the Real Property notices for the leasing or selling of said Real Property.

Approvals: Optionee/Lessee shall have the right to apply for and obtain any government approvals to use and develop the Real Property which is the subject of this Commercial Lease and Option to Purchase as Optionee/Lessee may desire. Owner/Lessor shall assist and cooperate with Optionee/Lessee in obtaining any such approvals. Such cooperation shall include, but not be limited to, signing all applications and other documents requested by Optionee/Lessee that may be reasonably related to such matters, provided that Owner/Lessor approves the form and substance of all of such documents, applying a standard of reasonableness and not one of sole discretion. All costs and expenses with respect to such approvals shall be paid by Optionee/Lessee. The Owner/Lessor recognizes that time is of the essence to these approvals so they will be processed in a reasonable time considering the Timeline attached to and made a part of this Commercial Lease and Option to Purchase.

Entire Agreement: This Commercial Lease and Option to Purchase, including any exhibits attached thereto, is the entire agreement between the parties with respect to the subject matter of this Commercial Lease and Option to Purchase and supersedes all prior written and oral negotiations and agreements with respect to the Real Property. This Commercial Lease and Option to Purchase may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by a written instrument signed by the authorized representative of each of the parties.

Nonwaiver: Waiver by either party of strict performance of any provision of this Commercial Lease and Option to Purchase shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision. No extension of time for performing any obligation or act shall be treated as an extension of time for the performance of any other obligation or act.

Invalidity: If any term or provision of this Commercial Lease and Option to Purchase shall, to any extent, be invalid or unenforceable, the remainder of this Commercial Lease and Option to Purchase shall not be affected. Each term and provision of the Lease part of this Commercial Lease and Option to Purchase shall be valid and enforceable to the fullest extent permitted by law.

Merger: There shall be no merger unless and until all persons having an interest in the Lease part of this Commercial Lease and Option to Purchase, or in the estate created by the Lease part of this Commercial Lease and Option to Purchase, join in a written instrument effecting such merger and record the same.

Time is of the Essence: Time is of the essence of the performance of each of Owner/Lessor's and Optionee/Lessee's obligations under this Commercial Lease and Option to Purchase.

Waiver: Failure by Owner/Lessor or Optionee/Lessee to enforce any right under the Option part of the Commercial Lease and Option to Purchase shall not be deemed to be a waiver of that right or any other right.

Successors and Assigns: Subject to the limitations on Owner/Lessor's right to convey the Real Property which is the subject of the Option part of this Commercial Lease and Option to Purchase, the terms, covenants, and conditions herein contained shall be binding on and inure to the benefit of the heirs, successors, and assigns of Owner/Lessor and Optionee/Lessee. Notwithstanding the foregoing, neither Optionee/Lessee nor Owner/Lessor may assign or in any way transfer its interest in the Option part of the Commercial Lease and Option to Purchase and the Real Property without the prior written consent of Owner/Lessor and no assignee shall be able to claim specific performance.

Governing Law; Interpretation: This Commercial Lease and Option to Purchase shall be governed by the laws of the state of Oregon to the extent those laws do not conflict with the Constitution or other laws of the United States. In the event a court of competent jurisdiction holds any portion of the Option part of this Commercial Lease and Option to Purchase to be void or unenforceable as written, Owner/Lessor and Optionee/Lessee intend that the remaining parts of this Commercial Lease and Option to Purchase shall be enforced to the extent permitted by law.

Arbitration: The parties acknowledge that this Commercial Lease and Option to Purchase has been negotiated and entered into in the State of Oregon. The parties expressly agree that this Commercial Lease and Option to Purchase shall be governed by, interpreted under, and enforced according to the laws of the State of Oregon, to the extent that those laws do not conflict with the Constitution and laws of the United States. Any disputes under this Commercial Lease and Option to Purchase shall be settled by arbitration in Clackamas County, Oregon in accordance with the commercial arbitration rules then pertaining to the Arbitration Services of Portland, Inc., or its successors, or if the program is terminated, the American Arbitration Association. Arbitration will be before a neutral arbitrator qualified to rule upon complicated commercial real estate transactions mutually agreeable to the parties. The arbitrator must be chosen within 30 days of a party giving notice of its intent to take the dispute to arbitration. The arbitration award shall be binding upon Owner/Lessor and Optionee/Lessee and enforceable by any court with appropriate jurisdiction. Owner/Lessor and Optionee/Lessee will be exclusively responsible for their own costs and expenses of any arbitration. However, a party who fails to submit to binding arbitration following a lawful demand by the other party shall bear all costs and expenses, including a reasonable attorney fees incurred by the other party. The parties shall use commercially responsible efforts to complete any arbitration within 90 (ninety) days of the filing of the dispute, unless the dispute is as

to the refusal to grant a consent or approval, in which case the time period shall be 30 (thirty) days.

Representation: Owner/Lessor and Optionee/Lessee have each been represented by separate legal counsel of choice with respect to this Commercial Lease and Option to Purchase. Save for the exception set out in Section Q below, each party shall be responsible for all attorney fees and costs incurred by it with respect to this Commercial Lease and Option to Purchase.

Promise of Good Faith: Optionee/Lessee and Owner/Lessor recognize that they will have to draft and complete other documents to consummate the steps required by this Commercial Lease and Option to Purchase. Optionee/Lessee and Owner/Lessor commit to mutual assurances of good faith in their intent to draft these documents and in the drafting and execution of these documents as well as the other actions necessary to complete the transaction or transactions contemplated by the parties as necessary to effectuate this Commercial Lease and Option to Purchase.

Counterparts; Pronouns: This Commercial Lease and Option to Purchase may be executed in one or more counterparts, all of which shall be considered one and the same and each of which shall constitute an original and all of which together shall constitute one and the same Commercial Lease and Option to Purchase. With respect to any pronouns used, each gender used shall include the other gender and the singular and the plural, as the context may require.

Recording: On the Effective Date, Owner/Lessor shall execute, acknowledge, and deliver to Optionee/Lessee a Memorandum in the form attached as Exhibit E. Upon execution of this Commercial Lease and Option to Purchase the parties shall cause a memorandum of this Commercial Lease and Option to Purchase to be recorded in the records of Clackamas County, Oregon, as set out in Exhibit E.

In the event that Optionee/Lessee fails to give Exercise Notice to Owner/Lessor before the term of this Commercial Lease and Option to Purchase expires, Optionee/Lessee shall execute, acknowledge, and deliver to Owner/Lessor a statutory quitclaim deed releasing any interest in the Real Property which is the subject of the Option part of this Commercial Lease and Option to Purchase.

Authority to Execute: Each person executing this Commercial Lease and Option to Purchase on behalf of Owner/Lessor and Optionee/Lessee, respectively, warrants his or her authority to do so.

Notices: Owner/Lessor and Optionee/Lessee must use the addresses set out below for purposes of communicating under the terms of this Commercial Lease and Option to Purchase. Notices personally delivered shall be treated as received on their receipt at the office of the addressee. Messages sent by mail shall be sent by registered or certified mail, postage prepaid, return receipt requested, and shall be treated as received five days after deposit in the United States mail.

Owner/Lessor's Address: Development Agency Manager
Clackamas County Development Agency
Development Services Building
150 Beaver Creek Rd.
Oregon City, OR 97045

Optionee/Lessee's Address: Terry W. Emmert
11811 SE Highway 212
Clackamas, OR 97015

and

EDC Industrial, LLC
11811 SE Hwy. 212
Clackamas, OR 97015

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner than the requirements set out above shall be effective only when actually received by the party for whom it is intended.

Statutory Disclaimer

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT, OTHER THAN AS SET FORTH HEREIN, DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNER/LESSORS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

IN WITNESS WHEREOF, Owner/Lessor and Optionee/Lessee have executed this Commercial Lease and Option to Purchase as of the date and year written above. The persons signing below each represent and warrant that each has the full right and authority to enter into this Commercial Lease and Option to Purchase and to bind the

party for whom such person signs to the terms and provisions of this Commercial Lease and Option to Purchase.

Owner/Lessor and Owner : CLACKAMAS COUNTY DEVELOPMENT AGENCY, the duly designated Urban Renewal Agency of the County of Clackamas County

By: _____

John Ludlow, Chair, Board of County Commissioners, the governing body of the Clackamas County Development Agency

STATE OF OREGON)

) ss.

County of Clackamas)

This document was acknowledged before me on _____, 2013 by John Ludlow as the Chair of the Board of Clackamas County Commissioners, the governing body of the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County.

Optionee/Lessee and Optionee:

Terry W. Emmert

By: _____

Terry W. Emmert

EDC Industrial, LLC,

By and through Terry W. Emmert, Managing Member

STATE OF OREGON)

) ss.

County of Clackamas)

This document was acknowledged before me on _____, 2012
by Terry W. Emmert.

FIRST AMENDMENT TO THE FORBEARANCE AGREEMENT

This is the First Amendment to the Forbearance Agreement (the "First Amendment"). It is by and between the Clackamas County Development Agency ("CCDA") and EDC Industrial, LLC ("EDCI").

1. On April 10, 2012 the CCDA and EDCI entered into a Forbearance Agreement (the "Agreement") as to property located at 11811 SE Highway 212 in Clackamas, Oregon. A copy of the Forbearance Agreement is attached and incorporated herein as Exhibit A.

2. Section 1.4 of the Agreement calls for EDCI to demonstrate compliance with the requirements of Section 1.1 and 1.2 by filing a plan (the "Plan"), specific as to such details as schedule, locations to which property is to be moved, and termination of subleases demonstrating EDCI's ability to achieve compliance no later than August 1, 2012.
 - 2.1. The plan discussed in Section 1.2 of the Agreement and Section 2 immediately above has been filed. A copy of the Plan, titled "EDC Industrial, LLC – Forbearance Agreement | Compliance Timelines" is attached and incorporated herein as Exhibit B.

 - 2.2. The dates set out in Exhibit B are inconsistent with the date of "August 1, 2012" which appears twice in Section 1.4 of the Agreement the date of August 1, 2012 is now recognized as superseded by the dates set out in Exhibit B. This supersession of dates shall not alter EDCI's obligation to file monthly reports, due on the 1st of each month or the next business day thereafter, demonstrating work done according to the Plan and the ability to achieve the requirements of Section 1.1 and 1.2 by the dates set out in Exhibit B.

3. As consideration for this First Amendment of the Agreement, and as an element in the negotiation of any real property transactions between the CCDA and EDCI as to the property set out in the commercial lease attached and incorporated into the Agreement as Exhibit A, EDCI has entered into an agreement with CCDA securing its obligations according to the timelines set out in Exhibit B. That agreement is in the form of a INSERT NAME HERE, a copy of which is attached and incorporated herein as Exhibit C.

This First Amendment shall become effective on the date the last signatory executes the document. The Agreement is otherwise unchanged.

///

EDCI:

Terry W. Emmert

Date

CCDA:

Cam Gilmour
Director
Department of Transportation and Development

Date

Ex A: Forbearance Agreement

Ex B: EDC Industrial, LLC – Forbearance Agreement | Compliance Timelines

Ex C: Agreement Securing the Timeline

EXHIBIT A TO THE FIRST AMENDMENT

FORBEARANCE AGREEMENT

By and Between the Clackamas County Development Agency ("CCDA") and
EDC Industrial, LLC ("EDCI")

CCDA owns, and EDCI occupies, that site located at 11811 SE Highway 212 in Clackamas, Oregon pursuant to a Commercial Lease ("Lease") executed December 21, 2006. A copy of the Lease is attached and incorporated herein as Exhibit A.

On April 16, 2012 the Lease expires. For good and valuable consideration, the receipt which is hereby acknowledged, CCDA agrees to forebear the ejection or eviction of EDCI, according to the following terms of this Forbearance Agreement ("Agreement"):

1. Duties of EDCI: EDCI shall:

1.1. Make the area within the "Sunrise JTA Project Boundaries" as shown on the map attached as Exhibit B "broom clean," with all detritus and vehicles removed.

1.2. Terminate all subleases within the area identified as within the "Sunrise JTA Project Boundaries" on the map identified as Exhibit B, and vacate all buildings therein. All buildings within the "Sunrise JTA Project Boundaries" shall be free of all equipment, items, or other property of EDCI or any of EDCI's sublessees.

1.3 Allow Oregon Department of Transportation ("ODOT") staff and consultants full access to the site for investigation, testing, and analysis to advance the design of the Sunrise JTA Project. Save for the requirement that ODOT shall provide 48 hour notice to EDCI for access to the site, no action by EDCI, or any person claiming by, through, or under EDCI shall limit ODOT staff or consultants ability to perform any work necessary to further the design and construction of the Sunrise JTA Project,

1.4 EDCI shall demonstrate compliance with the requirements of Section 1.1 and 1.2 by filing a plan, specific as to such details as schedule, locations to which property is to be moved, and termination of subleases, with CCDA no later than May 1, 2012 showing EDCI's ability to achieve compliance no later than August 1, 2012. Thereafter EDCI shall file monthly reports, due on the 1st of each month or the next business day thereafter, demonstrating work done according to the plan and the ability to achieve the requirements of Section 1.1 and 1.2 by August 1, 2012.

1.5. Tenant shall observe Tenant's responsibilities, according to the terms of the expired lease, as to use of the premises, repairs and maintenance, alterations, insurance and indemnification, taxes, payment of utilities, and liens.

2. Waiver of CCDA's Rights: Upon EDCI's compliance with the aforesaid duties, CCDA agrees to:

2.1. Forebear the ejection or eviction of EDCI;

2.2. Waive its ability to claim a rent of 150% of the market rate and such other compensation or damages as may be appropriate;

2.3 Waive its right to claim from EDCI the sublease income otherwise due from April 17, 2012 forward; and

2.4 For the life of this Forbearance Agreement, exclusively negotiate with EDCI for the terms and conditions under which EDCI may occupy the area designated in handwritten interlineation "Remainder to be Conveyed to Emmert" on the map attached as Exhibit B.

3. Promises of CCDA and EDCI: As a condition of signing this Forbearance Agreement CCDA and EDCI have agreed in principle as follows:

3.1 Terry W. Emmert on behalf of EDCI and CCDA, within 30 days of the date of the signing this Forbearance Agreement, will reach a mutual agreement on a parcel or parcels of real property owned by Terry W. Emmert directly or indirectly that will be traded for the remainder of the parcel of real property depicted in Exhibit B designated in handwritten interlineation "Remainder to be Conveyed to Emmert". Said parcel of real property shall be the remainder that comes into existence by CCDA's transfer to ODOT of the parcel of real property depicted in Exhibit B in handwritten interlineation "Remainder to be Conveyed to Emmert".

3.2 CCDA will deed said remainder, set out in section 3.1, to Terry W. Emmert at the same time CCDA deeds the remainder, set out in section 3.1, to ODOT and at the same time Terry W. Emmert deeds to CCDA the parcel of real property mutually agreed upon by Terry W. Emmert and CCDA as set out in section 3.1, or at any other time mutually agreed upon by Terry W. Emmert on behalf of EDCI and CCDA.

3.3 Terry W. Emmert as part of this Forbearance Agreement agrees that he or a legal entity owned by him such as Emmert Industrial Corp. dba Emmert International will maintain ___ wage paying jobs in Clackamas County Oregon for ___ years. It is anticipated by the parties that said jobs will be provided by Emmert Industrial Corp. dba Emmert International however said jobs can be provided by any other legal entity primarily owned by Terry W. Emmert.

3.4 Terry W. Emmert on behalf of EDCI will remain in possession of the remainder, set out in section 3, at no rent until the exchange of deeds set forth

In 3.2 above.

3.5 By May 1, 2012 as set out in section 1.4 Terry W. Emmert on behalf of EDCI will provide to CCDA a plan and a timeline for clearing the area designated as the "Sunrise JTA Project Boundaries" as set out in section 1.1 and depicted in Exhibit B.

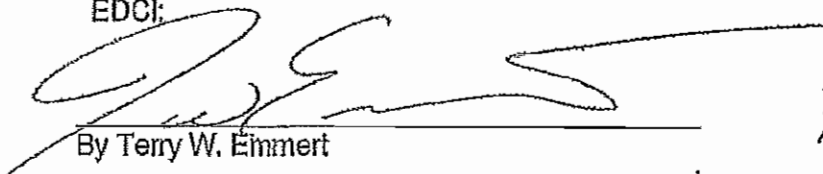
3.6 Terry W. Emmert will have the option to remove the three (3) warehouses located within the area designated as the "Sunrise JTA Project Boundaries" as set out in section 1.1 and depicted in Exhibit B.

4 Effective Date and Termination

4.1 This Agreement shall become effective on the date the last signatory executes the document.


4.2 This Agreement may be terminated by either party, and the termination shall be effective on the date the termination notice is received. Notice of termination may be given by registered mail, electronic mail confirming receipt, or any other method demonstrating delivery of the notice of termination to a signatory below.

EDCI:


By Terry W. Emmert

April 10, 2012
Date

CCDA:


By Cam Gilmour
Director Department of Transportation and Development
for Clackamas County Oregon

April 10, 2012
Date

Ex. A: The Lease Ex B: The Map

EXHIBIT A TO THE FORBEARANCE AGREEMENT

First Amendment: Commercial Lease- Leaseback of Hwy. 212

**FIRST AMENDMENT: COMMERCIAL LEASE
LEASEBACK OF HWY. 212
("First Amendment")**

Landlord: Clackamas County Development Agency

Tenant: EDC Industrial, LLC

Property: 11811 SE Highway 212

On December 21, 2006, the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon, as Landlord, and EDC Industrial, LLC agreed to lease the premises known as 11811 SE Highway 212, Clackamas, Oregon. Their "Commercial Lease- Leaseback of Hwy. 212" is attached to this document as Exhibit A.

Section 1.2.1 of the Commercial Lease- Leaseback of Hwy. 212 reads as follows:

"1.2.1 12:01 a.m. March 1, 2012."

Section 1.2.1 is deleted. In its place a new Section 1.2.1 is substituted. The substitute Section 1.2.1 is set out as follows:

"1.2.1 12:01 a.m. April 16, 2012."

Section 7.1.2.1 of the Commercial Lease- Leaseback of Hwy. 212 reads as follows:

"7.1.2.1 This comprehensive general liability policy must provide coverage on a current basis for both bodily injury and property damage of not less than \$1,000,000 (one million dollars) for injury to one person, \$3,000,000 (three million dollars) for injury to two or more persons in one occurrence, and \$1,000,000 (one million dollars) for damage to property. The deductible may not exceed \$10,000 (ten thousand dollars) per occurrence."

Section 7.1.2.1 is deleted. In its place a new Section 7.1.2.1 is substituted. The substitute Section 7.1.2.1 is set out as follows:

"7.1.2.1. This comprehensive general liability policy must provide coverage of not less than-
-each occurrence \$1,000,000 (one million dollars)-"

First Amendment: Commercial Lease- Leaseback of Hwy. 212

- general aggregate \$2,000,000 (two million dollars)-
- excess/umbrella liability \$1,000,000 (one million dollars)-
- with a deductible that may not exceed \$10,000 (ten thousand dollars.)"

Landlord and Tenant acknowledge that this First Amendment is supported by consideration, the receipt of which is hereby acknowledged. The "Commercial Lease- Leaseback of Hwy. 212" is otherwise unchanged.

IN WITNESS WHEREOF, Landlord and Tenant have each executed this First Amendment. The persons signing below represent and warrant that each has the full right and authority to commit to the First Amendment and to bind the party for whom such person signs to the terms and provisions of this document.

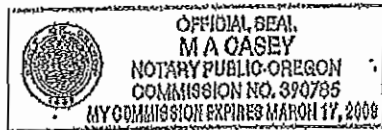
Landlord: CLACKAMAS COUNTY DEVELOPMENT AGENCY, the duly designated Urban Renewal Agency of the County of Clackamas.

Clackamas County Development Agency

By: *Barbara Cartmill* 4-12-07
Barbara Cartmill
Manager

STATE OF OREGON)
) ss.
County of Clackamas)

This document was acknowledged before me on April 12th, 2007 by Barbara Cartmill as the Manager of the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County.

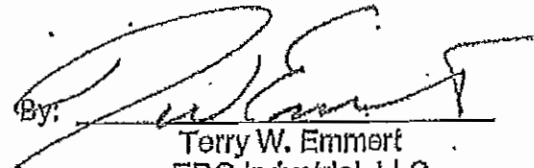


M A Casey
NOTARY PUBLIC FOR OREGON

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///
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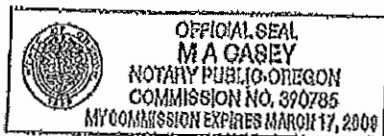
First Amendment: Commercial Lease- Leaseback of Hwy. 212


Tenant: TERRY W. EMMERT

By: 
Terry W. Emmert
EDC Industrial, LLC

STATE OF OREGON)
County of Clackamas) ss.

This document was acknowledged before me on April 11th, 2007 by
Terry W. Emmert on behalf of EDC Industrial, LLC.




NOTARY PUBLIC FOR OREGON

Leaseback of Hwy. 212

Exhibit A
Commercial Lease
Leaseback of Hwy 212

COMMERCIAL LEASE

11811 SE Highway 212
Clackamas, Oregon

Landlord: Clackamas County
Development Agency

Tenant: EDC Industrial, LLC

December 21, 2006

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Leaseback of Hwy. 212

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COMMERCIAL LEASE

Date: December _____, 2006

Between: Clackamas County Development Agency ("Landlord")
9101 SE Sunnybrook Blvd.
Clackamas, Oregon 97015

And: EDC Industrial ("Tenant")
11811 SE Highway 212
Clackamas, Oregon 97015

Landlord leases to Tenant, and Tenant leases from Landlord, the premises (the "Premises") known as 11811 SE Highway 212, Clackamas, Oregon, and more completely described in Exhibits A and B.

Landlord acquired the Premises by a purchase from Tenant. A copy of the Buy and Sell Agreement is attached as Exhibit C.

Landlord and Tenant are also parties to a third transaction, in which Landlord sold to Tenant a property located at 12000 SE Capps Rd, Clackamas, Oregon. A copy of the Buy and Sell Agreement transferring title to that property is attached as Exhibit D.

Section 1 Term of the Lease

1.1 Starting Date: The Lease shall begin on the closing of the sale from Tenant to Landlord of the Premises.

1.2 Termination Date: Three events are listed below. The first that occurs shall terminate the lease. This Lease is not subject to renewal.

1.2.1 12:01 a.m. March 1, 2012.

1.2.2 The construction of the Sunrise Corridor, which is a highway to be built connecting Interstate 205 to US 26 near the City of Sandy. The specific circumstances under which the Sunrise Corridor will terminate the Lease, and other matters as to the Sunrise Corridor, are discussed in Sections 3.1.2.2 and 11 below.

1.2.3 Other events as provided in the Lease, specifically default (Sections 4.1 and 15.1), destruction of the Premises (Section 10.2), and condemnation for another purpose than the Sunrise Corridor (Section 11.4).

Section 2 Possession and Condition of the Premises: Landlord purchased the Premises from Tenant.

2.1 Tenant's right to possession and Landlord's and Tenant's obligations under the Lease shall commence on the closing of the sale from Tenant to Landlord of the Premises.

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2.2 Tenant accepts the Premises "as-is" without any warranty or representation by Landlord as to its condition, fitness for any particular purpose, or habitability. Tenant acknowledges that Landlord has no obligation to make any change or improvement to the Premises or pay any cost, expend any sum, or incur any liability to make any change or improvement.

2.3 Landlord reserves the ability to enter onto the Premises for the purpose of accessing its adjacent property, and to use a reasonable portion of the Premises for staging and allied uses in its development of the adjacent property, as identified in Exhibit E. Landlord agrees that its use of the Premises for access, staging, and allied uses must not unreasonably burden Tenant's operation, and agrees to consult Tenant as to the time and manner in which it uses the Premises for this purpose. Landlord must provide Tenant with at least 2 (two) business day's notice of its intent to enter onto the Premises for this purpose.

Section 3 Rent

3.1 Rent: Tenant shall pay by way of rent Landlord's costs of holding the property.

3.1.1 Landlord's holding costs include:

- 3.1.1.1 Taxes, as further discussed in Section 8,
- 3.1.1.2 Insurance, as further discussed in Section 7,
- 3.1.1.3 Utility charges, as further discussed in Section 9, and
- 3.1.1.4 All charges for repairs, maintenance, and improvement, as further discussed in Section 5.1.

3.1.2 Landlord shall not charge Tenant a rent above or in addition to those charges set out in Section 3.1.1.

3.1.2.1 Rent, and Tenant's ability to sublet the Premises as set out in Section 11.1.1, was negotiated between Landlord and Tenant.

3.1.2.2 Landlord and Tenant, in negotiating rent and the ability to sublet the Premises, each considered-

3.1.2.2.1 The real market values of the properties involved in the related transactions set out in the paragraphs preceding Section 1 of this Lease, and.

3.1.2.2.2 Their respective rights and obligations if Landlord were to acquire the Premises by eminent domain rather than sale.

3.1.2.3 Rent, and Tenant's ability to sublet the Premises as set out in Section 11.1, was negotiated so as to allow Tenant to recover, to the best extent the parties can now determine, Tenant's expenses of relocating to 12000 SE Cappa Rd, Clackamas, Oregon.

3.1.2.3.1 Landlord reasoned that allowing Tenant to recover its relocation costs through foregoing rents that might otherwise be

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charged and permitting the sublease of the Premises was a cost effective alternative to paying relocation benefits through an alternative means, especially if the Sunrise Corridor were not constructed, and Landlord would use the Premises for redevelopment.

3.1.2.3.2 Tenant reasoned that funding its contemporaneous move to a new location through continued occupancy of the Premises with minimal rent and simultaneous income from subleases was more attractive than any future relocation benefits that, depending upon the contingencies of the Sunrise Corridor, may or may not be paid.

3.2. Security Deposit: Tenant is not required to pay a security deposit.

3.3 Tenant shall provide proof that it paid the charges under Section 3.1 on an annual basis, or such other times as Landlord and Tenant may designate.

3.3.1 Tenant shall provide its proofs of the payment of the charges set out in Section 3.1 on the last Friday of June of each year.

3.3.2 Tenant shall not be in default under this provision unless Landlord has made a specific demand that proofs be provided, and Tenant has not provided the information within 20 (twenty) days of notice.

Section 4 Use of the Premises

4.1 Permitted Use: The Premises shall be used for the current operations of Tenant's business and the operations conducted according to any current lease of the Premises and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld.

4.2 Restrictions on Use: In connection with the use of the Premises, Tenant shall:

4.2.1 Refrain from any activity that would make it impossible to insure the Premises against casualty, and

4.2.2 Conform to all applicable laws and regulations of any public authority affecting the Premises and Tenant's use and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.

4.2.2.1 Landlord and Tenant acknowledge that the Premises may have uses that are nonconforming uses as defined by the Clackamas County Zoning and Development Ordinance. A nonconforming use is a use of any building, structure or land allowed by right when established or that obtained a required land use approval when established but, due to a change in the zone or zoning regulations, is now prohibited in the zone (Clackamas County Zoning and Development Ordinance at Section 202).

4.2.2.2 Landlord and Tenant agree that, for purposes of this section and the balance of the Lease, that:

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4.2.2.2.1 A nonconforming use may be continued although not in conformity with the regulations for the zone in which the use is located (Clackamas County Zoning and Development Ordinance at Section 1206.01), and

4.2.2.2.2 A nonconforming use may be maintained, restored, replaced, and altered or changed (Clackamas County Zoning and Development Ordinance at Sections 1206.01, 1206.03, 1206.04, and 1206.05).

4.2.3 Landlord declares, and Tenant acknowledges, that Landlord is not a law-making or regulatory authority, and that Landlord does not have the ability to initiate, terminate, or affect the outcome of any compliance action a public authority might take against the Premises. Landlord lacks the capacity, through executing this Lease or any other action, to declare that Tenant's present and contemplated future activities on the Premises conform to all applicable laws and regulations of any public authority.

4.2.4 Neither Landlord nor Tenant shall do or suffer any waste to the Premises.

4.3 No Partnership: Landlord is not a partner or joint venturer with Tenant in connection with the business carried on under this Lease, and Landlord shall have no obligation with respect to Tenant's debts or other liabilities, and no interest in Tenant's profits.

4.4 Hazardous Substances: Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of its business. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. On the expiration or termination of this lease, Tenant shall remove all Hazardous Substances from the Premises.

4.4.1 The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment.

4.4.2 The term *Hazardous Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

4.5 Asbestos: Prior to its possession under the terms of this Lease, Tenant was the owner in possession of the Premises. Landlord relies upon Tenant's assurances that Tenant is knowledgeable as to the presence of any asbestos on the Premises, and

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that Tenant will take responsibility for any federal, state, regional, or local measures required for asbestos abatement or control during the term of this Lease.

Section 5 Repairs and Maintenance

5.1 Tenant's Obligations: Tenant, by way of rent as set out in Section 3.1, shall be responsible for all repairs, maintenance, replacements, or improvements on the Premises, except those required due to earthquake or volcanoes. Landlord shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements.

5.1.1 Standard of work: Tenant, at its exclusive expense, shall keep the Premises in the same condition and repair as the Premises were at the date the Lease was executed.

5.1.2 Abatement: Tenant shall have no right to an abatement of rent or any claim against Landlord for any inconvenience or disturbance resulting from any activities performed in conformance with this provision.

5.2 Reimbursement for Repairs Assumed: If Tenant fails or refuses to make repairs that are required by Section 5.1, Landlord may make the repairs and charge the actual costs of repairs to Tenant.

5.2.1 Tenant shall reimburse such expenditures by Landlord on demand together with interest at the rate of nine percent (9%) per annum from the date of expenditure by Landlord, but if reimbursement is made by Tenant within 30 (thirty) days of demand by Landlord, no interest shall attach.

5.2.2 Except in an emergency creating an immediate risk of personal injury or property damage, Landlord may not perform repairs that are the obligation of the Tenant and charge the Tenant for the resulting expense unless at least 10 (ten) days before work is commenced, the Tenant is given notice in writing outlining with reasonable particularity the repairs required, and Tenant fails within that time to initiate such repairs in good faith and pursue the repairs to completion with due diligence.

5.3 Inspection of Premises: Landlord, with a 10 (ten) day written notice to Tenant, shall have the right to inspect the Premises at any reasonable time or times to determine their general condition and the necessity of any repair. In the event of an emergency Landlord may inspect the Premises without first giving notice.

Section 6 Alterations

6.1 Alterations Prohibited Without Consent: Tenant may make improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent if the total cost of the improvements or alterations does not exceed \$10,000. If the total cost of the improvements or alterations exceeds \$10,000, Tenant must first obtain Landlord's written consent, which may not be unreasonably withheld. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

6.2 Ownership and Removal of Alterations: All improvements and alterations

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performed on the Premises shall be the property of Landlord when installed, and Tenant shall have no obligation to remove any alteration or improvement, however-

6.2.1 At Landlord's written request, Tenant shall remove improvements and alterations installed by Tenant and restore the Premises to their state as of the date of execution of the Lease, unless Landlord had earlier specifically provided otherwise in writing.

6.2.2 Landlord shall be entitled to all heating, electrical, and plumbing fixtures, and Tenant shall be entitled to all its equipment, whether attached to the Premises or not.

Section 7 Insurance and Indemnification

7.1 Insurance: Tenant, by way of the rent discussed in Section 3.1, shall keep the Premises insured at Tenant's expense sufficient to protect the value of the improvements, the income stream attributable to Tenant's business operations, and Tenant's responsibility to indemnify Landlord.

7.1.1 Fire and Casualty: Tenant shall continue to insure the property against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage.

7.1.1.1 Tenant's coverage shall include loss of income attributable to the casualty. Tenant shall bear the expense of insuring Tenant's property on the Premises against any risks.

7.1.1.2 Tenant shall deliver to Landlord a copy of the insurance policy with an endorsement naming the Landlord as an additional insured.

7.1.2 General Liability: Tenant shall obtain and at all times maintain, at its sole cost, a comprehensive commercial general liability insurance policy with a responsible company naming Landlord and Clackamas County, their officers, agents, and employees, as insured or additional insureds against liability for any and all claims and suits for damages or injuries to persons or property arising from or arising out of the Premises or the operations thereon. Tenant is not required to insure Landlord and Clackamas County against liability, loss, and costs attributable solely and exclusively to acts or omissions of Landlord and Clackamas County, or Landlord's and Clackamas County's officers, agents, and employees.

7.1.2.1 This comprehensive general liability policy must provide coverage on a current basis for both bodily injury and property damage of not less than \$1,000,000 (one million dollars) for injury to one person, \$3,000,000 (three million dollars) for injury to two or more persons in one occurrence, and \$1,000,000 (one million dollars) for damage to property. The deductible may not exceed \$10,000 (ten thousand dollars) per occurrence.

7.1.2.2 Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the Premises.

7.1.3 All policies of insurance must contain a statement obliging the

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Insurance carrier to notify Landlord of any material change, cancellation, or termination of the coverage at least 30 (thirty) days in advance of the effective date.

7.1.4 All insurance policies provided by Tenant shall be primary insurance and not contributing with any insurance maintained by the Landlord or Clackamas County.

7.1.5 All insurance policies provided by Tenant must contain a waiver of subrogation for the benefit of the Landlord and Clackamas County.

7.1.6 Tenant must give Landlord prompt and timely notice of any claim made or suit arising against the policies.

7.2 Indemnification

7.2.1 Tenant shall indemnify and defend Landlord from; and reimburse Landlord for, any cost, claim, loss, or liability suffered by Tenant or from a third-party claim arising out of or related to any activity of Tenant or any of Tenant's sublessees on the Premises or any condition of the Premises in the possession or under the control of Tenant or Tenant's sublessees including any such cost, claim, loss, or liability that may be caused or contributed to in whole or in part by Landlord's failure to effect any repair or maintenance required by this Lease including any cost, claim, loss, or liability suffered by Tenant or from a third-party claim for damage to the Premises. Tenant agrees to indemnify and defend Landlord and Clackamas County and their officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable in whole or in part to the acts or omissions of Tenant and Tenant's officers, agents, and employees.

7.2.2 Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises.

Section 8 Taxes: Tenant, by way of the rent discussed in Section 3.1, shall pay as due all real estate taxes, personal property taxes, privilege taxes, excise taxes, business and occupation taxes, gross sales taxes, occupational license taxes, water charges, sewer charges, assessments, and all other governmental impositions and charges of every kind and nature whatsoever. As used herein, real property taxes include any fee or charge relating to the ownership, operation, management, maintenance, repair, rebuilding, occupancy, use, or rental of the Premises.

8.1 Special Assessments: If an assessment for a public improvement is made against the Premises, Tenant may elect to cause such assessment to be paid in installments, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 8.1.

8.2 Contest of Taxes: Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. While Landlord will cooperate with Tenant in any dispute as to the taxes, the proceeding

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must be filed in Tenant's name.

8.3 Proration of Taxes: Tenant shall pay its proportionate share of real property taxes and assessments for the year in which this lease terminates.

8.4 New Charges or Fees: If a new charge or fee relating to the ownership or use of the Premises or the receipt of rental therefrom or in lieu of property taxes is assessed or imposed, then, to the extent permitted by law, Tenant shall pay such charge or fee.

Section 9 Payment of Utilities Charges: Tenant, by way of the rent set out in Section 3.1, shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services. Landlord shall have no liability for the failure or interruption of utilities.

Section 10 Damage and Destruction

10.1 Partial Damage: If the Premises are partly damaged and Section 10.2 does not apply, the Premises shall be repaired by Tenant at Tenant's expense as set out in Section 5 above. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Tenant and shall be performed in accordance with the provisions of Section 5.

10.2 Destruction: If the Premises are destroyed or damaged such that the cost of repair exceeds 50% (fifty percent) of the value of the structure before the damage, either party may elect to terminate the Lease as of the date of the damage or destruction by notice given to the other in writing not more than 10 (ten) days following the date of damage.

10.2.1 In the event of termination all rights and obligations of the parties shall cease as of the date of termination and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term.

10.2.2 If neither party elects to terminate, Tenant shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Tenant's reasonable control.

10.2.3 Tenant shall retain as its sole property insurance proceeds attributable to the loss of income from the property. Landlord shall retain as its sole property insurance proceeds attributable to the destruction of the property.

10.3 Rent Abatement: Rent shall not be abated during the repair of any damage.

10.4 Landlord and Tenant reserve Tenant's ability to request a departure from Sections 10.1 and 10.2. Factors to be weighed in determining any departure from Sections 10.1 and 10.2 are identified as the portion of the Premises damaged, the

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extent of any damage, the amount of any insurance proceeds, anticipated income from continued and future subleases, and the remaining life of the Lease. Landlord, in choosing whether to agree or disagree with Tenant's request, must apply a standard of reasonableness rather than its sole discretion.

Section 11 Subleases, the Sunrise Corridor, and Eminent Domain

11.1 Subleases: Landlord and Tenant recognize that Tenant will be subleasing the Premises during the term of the Lease.

11.1.1 Tenant is authorized to enter into subleases to allow all occupants of the Premises at the time of execution of this Lease to remain on the Premises for the duration of Tenant's occupancy under the terms of this Lease. No sublease shall extend past the last day of this Lease.

11.1.2 Tenant is authorized to enter into new subleases allowing new sublessees not occupying the Premises at the time of execution of this Lease to sublease portions of the Premises. No sublease shall extend past the last day of this Lease.

11.1.3 Tenant shall retain all income from the subleases. Tenant is not acting as a partner, joint venturer, or agent of the Landlord in any respect, most particularly as to the subleases. Landlord has no management or control over the sublessees. Landlord agrees it will not engage the services of any intermediary, such as a property management company, to manage or be involved with the administration of this Lease.

11.1.3.1. Tenant agrees, as between Tenant and Landlord, to accept all responsibility as to the sublessees;

11.1.3.2 Tenant agrees to indemnify Landlord for any acts of the sublessees and to defend Landlord in any suit or action a sublessee might file as set out in Section 7.2; and

11.1.3.3 Tenant agrees not to interpose Landlord as a shield for the benefit of Tenant, or any other party, in any action a sublessee might file.

11.1.4 Tenant's income from its subleases is compensation for Tenant's costs in relocating its business from the Premises to a new location at 12000 SE Capps Rd., as described in Exhibit D;

11.1.5 Tenant bears the risk that its management practices will not be able to produce a return sufficient to meet the demands set out in Section 11.1.4. Tenant will not be relieved of its obligations under this Lease if its income from subleases is insufficient. Conversely, if Tenant is able to generate greater income from subleases than is necessary to meet the demands of Section 11.1.4, that excess is exclusively Tenant's. Landlord shall not participate in any revenue from subleases or income from the site.

11.2 The Sunrise Corridor: Landlord and Tenant share the belief that Tenant's relocation costs are \$1,500,000.00 (one million, five hundred thousand dollars), and that

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the sublease income described in Sections 11.1.4 will be sufficient to generate this sum.

11.2.1 If the Lease continues without interruption through to its termination by the passage of time at January 1, 2012, neither Landlord nor Tenant shall have any claims against each other as to whether Tenant's costs to move its business were less or more than \$1,500,000.00 (one million, five hundred thousand dollars), or whether the sublease income described in Sections 11.1.4 generated more or less than this sum.

11.2.2 If the Lease is terminated by the construction of the Sunrise Corridor, as set out in Section 11.2.3 below, Landlord and Tenant recognize that Tenant may be entitled to federal, state, or local relocation benefits. Landlord and Tenant recognize that, should this occur, so many different contingencies might occur that Landlord and Tenant cannot now commit themselves in this Lease. That being said-

11.2.2.1 Landlord recognizes that, if the Lease is terminated by the construction of the Sunrise Corridor before the expiration of its term, Tenant may be entitled to federal, state, or local relocation benefits beyond the foregone rents and sublease income Tenant receives prior to the termination.

11.2.2.2 Tenant recognizes that, if the Lease is terminated by the construction of the Sunrise Corridor before the expiration of its term, federal, state, or local relocation benefits may be reduced by the foregone rents and sublease income Tenant has already received prior to the termination.

11.2.2.3 Landlord recognizes that Tenant has reserved its right to negotiate its federal, state, and local relocation benefits upon a termination of this Lease by the Sunrise Corridor with the Sunrise Corridor Developer.

11.2.2.3.1 Tenant's income stream from subleases was calculated to reimburse Tenant for Tenant's relocation costs. No provision of this section, or of this Lease, is intended to preclude Tenant from seeking compensation from the Sunrise Corridor Developer for its relocation expenses lost due to the early termination of this Lease.

11.2.2.3.2 With the expiration of this Lease after its full term neither Landlord, nor Clackamas County, shall have any responsibility or obligation to compensate Tenant for any additional relocation expenses attributable to its move from the Premises.

11.2.2.3.2.1 Tenant reserves its rights, whatever they may be, to pursue additional compensation for its relocation expenses from other entities.

11.2.2.3.2.2 Nothing in this section, or any other portion of this Lease, shall relieve Tenant from its obligation to vacate the Premises no later than the expiration date of this Lease.

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11.2.3 This Lease will be terminated by construction of the Sunrise Corridor if prior to January 1, 2012, construction of the right-of-way is reliably estimated to reach the boundaries of the Premises in 6 (six) months. Landlord must give Tenant 6 (six) months prior written notice of Landlord's intention of taking possession of the Premises for the construction of the Sunrise Corridor.

11.2.3.1 Landlord must inform Tenant of the progress of the Sunrise Corridor, informing Tenant within 20 (twenty) days of Landlord's knowledge, of:

11.2.3.1.1 – the date construction is anticipated to begin;

11.2.3.1.2 – the date construction is scheduled to reach the Premises;

11.2.3.1.3 – the date ground is broken; and

11.2.3.1.4 – the rate of progress of construction, given in at least quarterly intervals

11.2.3.2 Landlord and Tenant recognize the possibility that the actual alignment of the Sunrise Corridor may intersect the Premises in such a manner as to cause minimal disruption of Tenant's use and enjoyment of the Premises. When the actual alignment of the Sunrise Corridor in relation to the Premises is identified, Landlord and Tenant will negotiate whether or not the alignment is fatal to Tenant's use and enjoyment of the Premises.

11.2.3.2.1. Landlord and Tenant, in their negotiation as to the alignment, agree to apply a reasonable standard as the test, and not the sole discretion of either Landlord or Tenant.

11.2.3.2.2 In the negotiation the only provision of the Lease that may be negotiated is whether or not the alignment of the Sunrise Corridor is such as to necessitate that the Lease is to be terminated when the construction of the Sunrise Corridor is reliably estimated to be within 6 (six) months of the boundaries of the Premises. The remaining terms of the Lease shall not be reopened for negotiation.

11.3 Condemnation for reasons other than the Sunrise Corridor.

11.3.1 Partial taking: If a portion of the Premises is condemned by an entity other than Landlord, and Section 11.4 does not apply, the Lease shall continue on the following terms:

11.3.1.1 Landlord shall be entitled to all of the proceeds of condemnation due it as owner of the Premises, and Tenant shall have no claim against Landlord as a result of the condemnation.

11.3.1.2 Tenant shall be entitled to all of the proceeds of condemnation due it as tenant of the Premises, and Landlord shall have no claim against Tenant as a result of the condemnation.

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11.3.1.3 Landlord and Tenant shall negotiate to decide whether, considering the balance of the Premises left after taking and the remaining duration of the Lease:

11.3.1.3.1 Whether or not the Lease shall cease and terminate, or remain in full force and effect, and

11.3.1.3.2 Whether or not repairs and alterations to the Premises are reasonably practical.

11.3.1.3.3 The standard to be applied to this section is one of reasonableness, and not sole discretion.

11.3.1.4 Tenant's obligation to pay the rent identified in Section 3.1 shall be reduced following the vesting of title in the condemning authority only to the extent that the obligations identified in Section 3.1 apply to the balance of the Premises remaining after condemnation.

11.3.1.5 If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which Section 11.3.1 applies.

11.4 Total Taking: If a condemning authority other than Landlord takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Tenant was then making of the premises, the Lease shall terminate as of the date the title vests in the condemning authorities.

11.4.1 Landlord shall be entitled to all of the proceeds of condemnation due it as owner of the Premises, and Tenant shall have no claim against Landlord as a result of the condemnation.

11.4.2 Tenant shall be entitled to all of the proceeds of condemnation due it as tenant of the Premises, and Landlord shall have no claim against Tenant as a result of the condemnation.

11.5 Sale in Lieu of Condemnation: Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated as a taking by condemnation.

Section 12 Liens

12.1 Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens.

12.1.1 If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent.

12.1.2 Any amount so added shall bear interest at the rate of nine percent

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(0%) per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy that Landlord may have on account of Tenant's default.

12.2 Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized.

12.3 If a lien is filed as a result of nonpayment, Tenant shall, within 10 (ten) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

Section 13 Quiet Enjoyment

13.1 Landlord's Warranty: Landlord warrants that it is the owner of the Premises and has the right to lease them free of all encumbrances except those set forth on the attached schedule entitled "Exceptions to Title" set out as part of Exhibit B. Subject to these exceptions Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

13.2 Estoppel Certificate: Either party will, within thirty (30) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. Failure to deliver the certificate within the specified time shall be conclusive on the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

Section 14 Default. The following shall be events of default:

14.1 Failure of Tenant to comply with any term or condition or fulfill any obligation of the Lease, including the payment of the charges set out as rent in Section 3.1, within 30 (thirty) days after the date of written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30 (thirty) day period, this provision shall be complied with if Tenant begins correction of the default within the 30 (thirty) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

14.2 Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 (thirty) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 (ten) days shall constitute a default. If Tenant

Leaseback of Hwy. 212

consists of two or more individuals or business entities, the events of default specified in this section shall apply to each individual unless within 10 (ten) days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

14.3 Failure of Tenant for 30 (thirty) days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

Section 15 Remedies on Default

15.1 Termination: In the event of a default the Lease may be terminated at the option of Landlord by written notice to Tenant.

15.1.1 The written notice must specify the manner of default, and if applicable, Tenant's failure to cure the default within the limits set out in Section 14.1.

15.1.2 Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

15.2 Reletting: Following reentry or abandonment, Landlord may relet the Premises to any prospective new tenant deemed appropriate by Landlord, and may alter or refurbish the Premises, or both, or change the character or use of the Premises.

15.2.1 Landlord shall not be required to relet for any particular use or purpose regardless of the provisions of this Lease, or which Landlord considers detrimental to the Premises. Landlord shall not be required to lease to any tenant Landlord considers objectionable.

15.2.2 Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, on any reasonable terms and conditions, including allowances for rent-free occupancy or other rent concession.

15.3 Damages: In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

15.3.1 The loss of rents from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying rent;

15.3.2 The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and

Leaseback of Hwy. 212

fixtures, costs incurred under Section 15.5, or any other expense occasioned by Tenant's default including any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs; and

15.3.3 Any excess of the value of the rent and all of Tenant's other obligations under this Lease over the reasonable expected return from the Premises for the period commencing on the date the Premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the average prime loan rate of three largest Oregon banks based on total deposits in effect on the date of trial.

15.4 Right to Sue More than Once: Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

15.5 Landlord's Right to Cure Defaults: If Tenant fails to perform any obligation under this Lease, Landlord shall have the option to do so after 30 (thirty) days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of nine percent (9%) per annum from the date of expenditure by Landlord, unless said sums are paid within 30 (thirty) days of demand in which case no interest shall attach. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

15.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

Section 16 Surrender at Expiration

16.1 Condition of Premises: On expiration of the lease term or earlier termination on account of default, Tenant shall surrender the Premises broom clean.

16.1.1 Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require.

16.1.2. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date before such surrender.

16.1.3 Tenant, by the expiration of the Lease, shall have removed from the Premises all houses, buildings, and other structures that have been moved onto the Premises and not subsequently affixed to a permanent foundation in accordance with Clackamas County permits.

16.1.4 Tenant shall have removed all derelict vehicles and other detritus of its business operations.

16.1.5 The Premises shall be free and clear of all subleases, tenancies, and occupancies.

16.1.6 Tenant's obligations under this section shall be subordinate to the provisions of Section 10 relating to destruction.

Leaseback of Hwy. 212

16.2 Fixtures: All fixtures placed on the Premises during the term shall remain the property of Tenant. Before expiration or other termination of the lease term, Tenant shall remove, without injury to the Premises, all furnishings, furniture, and trade fixtures.

16.2.1 If Tenant fails to do so, this failure shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 (twenty) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal.

16.2.2 If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

16.3 Holdover: If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant-from month to month, subject to all of the provisions of this lease except the provisions for term and at a rental rate equal to one and a half times (150%) of market rates per month, without any rights that would otherwise be provided by law with respect to a month-to-month tenancy. Landlord, in the alternative, may eject Tenant from the Premises and recover damages caused by wrongful holdover.

16.3.1 Any rents paid by subleases after January 1, 2012 shall be paid to Landlord, unless those payments are for past due rent that the sublessee owes to Tenant, in which case Tenant is entitled to those payments. All sums collected shall first apply to back rent, and then current rent.

16.3.2 Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this Lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

16.4 The provisions of Section 16 shall survive any termination of this Lease.

Section 17 Miscellaneous

17.1 Entire Agreement: This Lease, including any exhibits attached to it, is the entire agreement between the parties with respect to the subject matter of this Lease. It supersedes all prior understandings between the parties, and is the final expression of their consensus. This Lease may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by a written instrument signed by the authorized party.

17.2 Nonwaiver: Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. No extension of time for performing any obligation or act shall be treated as an extension of time for

Leaseback of Hwy. 212

the performance of any other obligation or act.

17.3 Invalidity: If any term or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected. Each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

17.4 Arbitration: Landlord and Tenant each acknowledge that this Lease has been negotiated and entered into in the State of Oregon. The parties expressly agree that this Lease shall be governed by, interpreted under, and enforced according to the laws of the State of Oregon.

17.4.1 Any disputes under this Lease shall be settled by arbitration in Clackamas County, Oregon in accordance with the commercial arbitration rules then pertaining to the Arbitration Services of Portland, Inc., or its successors, or if the program is terminated, the American Arbitration Association.

17.4.2 Arbitration will be before a neutral arbitrator qualified to rule upon complicated commercial real estate transactions. The arbitrator must be chosen within 30 days of a party giving notice of its intent to take the dispute to arbitration. The arbitrator shall only have authority to choose the entire position of one of the parties as the prevailing position.

17.4.3 The arbitration award shall be final and binding upon Landlord and Tenant and enforceable by any court with appropriate jurisdiction.

17.4.4 Landlord and Tenant will be exclusively responsible for their own costs and expenses of arbitration. However a party who failed to submit to binding arbitration following a lawful demand by the other party shall bear all costs and expenses, including reasonable attorney fees incurred by the other party.

17.4.5 The parties shall use commercially reasonable efforts to complete any arbitration within 90 (ninety) days of the filing of the dispute, unless the dispute is as to the refusal to grant a consent or approval, in which case the time period shall be 30 (thirty) days.

17.5 Notices: Landlord and Tenant must use the addresses set out below for purposes of communicating under this Lease. Notices personally delivered shall be treated as received on their receipt at the office of the addressee. Messages sent by mail shall be sent by registered or certified mail, postage prepaid, return receipt requested, and shall be treated as received three days after deposit in the United States mail.

Landlord's Address: Development Agency Manager
 Clackamas County Development Agency
 9101 SE Sunnybrook Blvd.
 Clackamas, OR 97015

Tenant's Address: EDC Industrial, LLC
 11811 SE Hwy, 212
 Clackamas, OR 97015

Leaseback of Hwy. 212

17.6 Succession: This transaction is part and parcel of a related series of transactions between Landlord and Tenant. In these transactions the identity and qualifications of Landlord and Tenant are of special importance, one to the other. Neither Landlord nor Tenant shall have the right to assign their respective rights under this Lease. No assignee shall succeed to any of the rights and remedies under this Lease, and no assignee shall be able to claim specific performance.

17.7 Entry for Inspection: Landlord, with a 10 (ten) day written notice to Tenant, shall have the right to enter on the Premises at any time to determine Tenant's compliance with this Lease; to make necessary repairs to the building or to the Premises; to show the Premises to any prospective tenant or purchaser; to conduct surveys, inspections, tests and analysis necessary for the proposed Sunrise Corridor transportation project and in addition shall have the right, at any time during the last two months of the term of this Lease, to place and maintain on the Premises notices for leasing or selling of the Premises.

17.8 Interest on Rent and Other Charges: Any payment required of Tenant by this Lease shall, if not paid within 30 (thirty) days after it is due, bear interest at the rate of 9% (nine percent) per annum from the due date until paid.

17.8.1 If Tenant fails to make any payment required by this Lease to be paid to Landlord within 30 (thirty) days after it is due, Landlord may elect to impose a late charge of five cents per dollar (\$0.05/\$1.00) of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment.

17.8.2 Tenant shall pay the late charge on demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

17.9 Merger: There shall be no merger unless and until all persons having an interest in this Lease, or in the leasehold estate created by this Lease, join in a written instrument effecting such merger and record the same.

17.9 Time of Essence: Time is of the essence of the performance of each of Landlord's and Tenant's obligations under this lease;

17.10 Recording: Upon execution of this Lease the parties shall cause a memorandum of this Lease to be recorded in the real property records of Clackamas County, Oregon, as set out in Exhibit F,

17.11 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement.

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Leaseback of Hwy. 212

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date and year written above. The persons signing below each represent and warrant that each has the full right and authority to enter into this Agreement and to bind the party for whom such person signs to the terms and provisions of this Agreement.

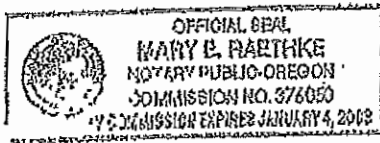
Landlord: CLACKAMAS COUNTY DEVELOPMENT AGENCY, the duly designated Urban Renewal Agency of the County of Clackamas County

By: Bill Kennemer

Bill Kennemer, Chair, Board of County Commissioners, the governing body of the Clackamas County Development Agency

STATE OF OREGON)
) ss.
County of Clackamas)

This document was acknowledged before me on December 21, 2006 by Bill Kennemer as the Chair of the Board of Clackamas County Commissioners, the governing body of the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County.



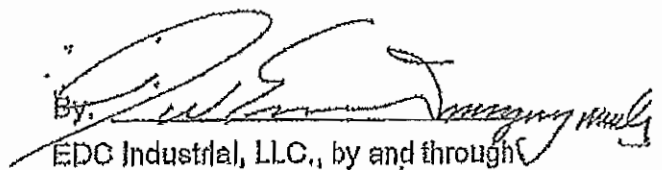
Mary E. Raetke
NOTARY PUBLIC FOR OREGON

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///

Leaseback of Hwy. 212

Tenant: EDC Industrial, LLC

By:


EDC Industrial, LLC., by and through

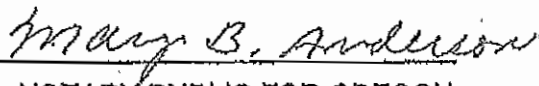
Terry W. Emmert
Managing Member

STATE OF OREGON)

) ss.

County of Clackamas)

This document was acknowledged before me on December 14, 2006 by
Terry W. Emmert.


NOTARY PUBLIC FOR OREGON

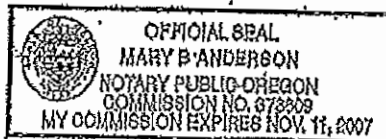
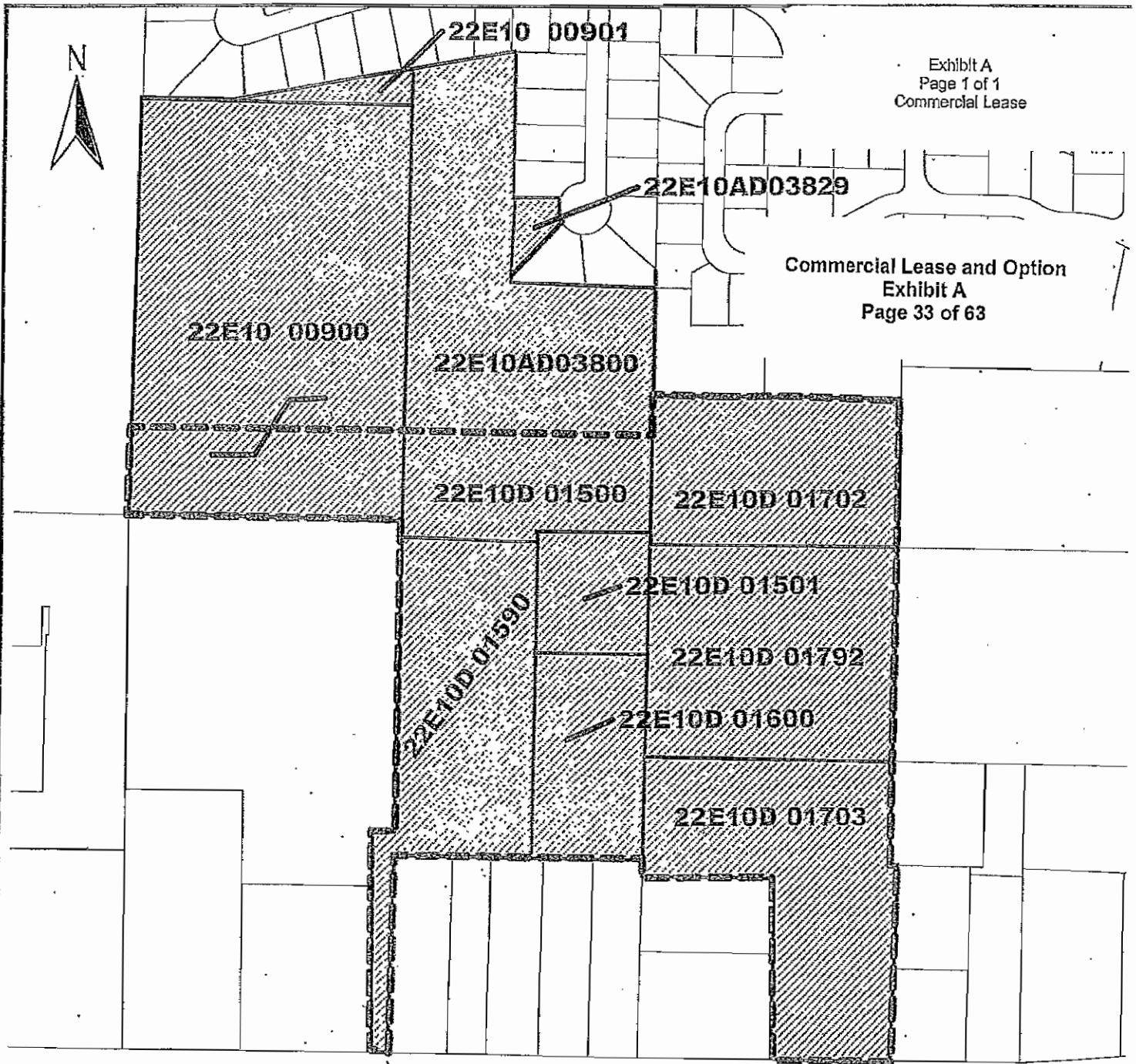




Exhibit A to the "First Amendment: Commercial lease Leaseback of Hwy. 212" did not include the exhibits to "Commercial Lease- Leaseback of Hwy. 212".

The exhibits to "Commercial Lease- Leaseback of Hwy. 212" are included for purposes of this Commercial Lease and Option to Purchase.



Highway 212/224

SE 122nd Avenue

	Property to be acquired by Agency
	Area of Commercial Lease to EDC Industrial

Commercial Lease (Development Agency/ T.W. Emmert) Site Map

December 12, 2006

PARCEL II:

That part of Section 10, Township 2 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State Oregon, described as follows:

Beginning at a point in the center of State Highway No. 212 which is 1,734.20 feet North of the Southeast corner of said Section 10; thence South $89^{\circ} 38'$ West along said centerline 958 feet, more or less, to the Southwest corner of a tract described in Contract of Sale to Sam R. Malfor and wife recorded February 20, 1969, Fee No. 69-2956; thence North along the West line of said Malfor tract, 30 feet to the Northerly right-of-way line of State Highway No. 212 and the true point of beginning; thence North $0^{\circ} 14' 30''$ East along the West line of said Malfor tract, 423.75 feet to the Northwest corner thereof; thence North $89^{\circ} 49' 10''$ East along the North line of said Malfor tract and its Easterly extension, 489.72 feet to the Southwest corner of that tract described as Parcel IV of the Contract of Sale to Wilford E. Thatcher and wife, recorded January 20, 1970, Fee No. 70-1227; thence North along the West line of said Thatcher tract, 822.00 feet; thence South $89^{\circ} 49' 10''$ West 489.72 feet to the East line of a tract conveyed to Joseph M. Exley by deed recorded February 19, 1969, Fee No. 69-2817; thence South $0^{\circ} 19' 20''$ East along said East line 777.3 feet to the most Northerly Southeast corner of said Exley tract; thence West 33 feet; thence South $0^{\circ} 14' 30''$ West along the boundary of said Exley tract, 468.45 feet to the Northerly right-of-way line of State Highway No. 212; thence East along said right-of-way line 33 feet to the true point of beginning.

EXCEPT that portion thereof conveyed to the State of Oregon by and through its Department of Transportation, Highway Division, by Warranty Deed recorded November 04, 1981, Fee No. 81-38146.

PARCEL VI:

A portion of the Parcel 1 of PARTITION PLAT NO. 1992-171, located in the Southeast one-quarter of Section 10, Township 2 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at a 5/8 Inch smooth Iron rod at the Northwest corner of said Parcel 1, also being the Northwest corner of Parcel IV of Fee No. 79-16316, said Iron rod being North 47° 24' 00" West, 645.17 feet from the East one-quarter corner of said Section 10; thence South 00° 17' 55" East along the West line of the said Parcel 1, a distance of 698.24 feet to the true point of beginning; thence leaving said West line North 89° 51' 55" East, 491.43 feet to an angle point in the Easterly line of said Parcel 1, also being the Northwest corner of Fee No. 74-33206; thence South 00° 12' 00" West along the Easterly line of said Parcel 1, a distance of 197.93 feet; thence North 89° 53' 35" East, 12.00 feet; thence South 00° 11' 00" West, 379.89 feet to the Southeast corner of said Parcel 1, being a point on the North right-of-way line of State Highway No. 212, said corner also being a point on an offset spiral curve; thence along said North right-of-way along the arc of an offset spiral curve having a central angle of 00° 25' 11" and an Increase in degree of curve per station of 0.3 (long chord bears South 89° 42' 16" West, 166.79 feet), a distance of 167.23 feet; thence South 89° 50' 43" West, 74.91 feet; thence leaving said North right-of-way line North 00° 11' 00" East, 350.37 feet; thence South 89° 45' 47" West, 260.00 feet to a point on the West line of said Parcel 1; thence North 00° 11' 00" East along said West line, 29.61 feet; thence North 00° 17' 55" West, 198.80 feet to the true point of beginning.

PARCEL V:

A tract of land, being a portion of Parcel 1 of PARTITION PLAT NO. 1992-171, located in the Northeast and Southeast one-quarter of Section 10 and the Northwest and Southwest one-quarter of Section 11, Township 2 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at a 5/8 Inch smooth Iron rod at the Northwest corner of said Parcel 1, also being the Northwest corner of Parcel IV of Fee No. 73-23706 said Iron rod being North 47° 24' 00" West, 645.17 feet from the East one-quarter corner of said Section 10; thence South 00° 17' 55" East along the West line of said Parcel 1, a distance of 698.24 feet; thence leaving said West line North 89° 51' 55" East, 491.43 feet to a 5/8 Inch Iron rod at the Northwest corner of that tract in Fee No. 74-33206, being an angle point in the Southerly line of said Parcel 1; thence leaving said Southerly line North 00° 13' 37" West, 695.39 feet to a 5/8 Inch Iron rod at the Northeast corner of said Parcel IV of Fee No. 73-23706, being an angle point in the Northerly line of said Parcel 1; thence along said Northerly line North 89° 48' 14" West, 492.32 feet to the point of beginning.

Legal description for the southerly portion of 22EE10 00900

That part of Section 10, Township 2 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Commencing at a point in the center of State Highway No. 212 which is 1,734.20 feet North of the Southeast corner of said Section 10; thence South $89^{\circ} 38'$ West along said centerline 958 feet, more or less, to the Southwest corner of a tract described in Contract of Sale to Sam R. Malfor and wife recorded February 20, 1969, Fee No. 69-2956; thence North along the West line of said Malfor tract, 30 feet to the Northerly right-of-way line of State Highway No. 212; thence North $0^{\circ} 14' 30''$ East along the West line of said Malfor tract, 423.75 feet to the Northwest corner thereof; thence North $89^{\circ} 49' 10''$ East along the North line of said Malfor tract and its Easterly extension, 489.72 feet to the Southwest corner of that tract described as Parcel IV of the Contract of Sale to Wilford E. Thatcher and wife, recorded January 20, 1970, Fee No. 70-1227; thence North along the West line of said Thatcher tract, 822.00 feet; thence South $89^{\circ} 49' 10''$ West 489.72 feet to the East line of a tract conveyed to Joseph M. Exley by deed recorded February 19, 1969, Fee No. 69-2817, and the true point of beginning of the tract herein described; thence continuing South $89^{\circ} 49' 10''$ West 530 feet, more or less, to the West line of the tract of land awarded to Terry Emmert in Decree Quietening Title Case No. 93-11-020, Filed February 09, 1994; thence South along the West line of said tract of land awarded to Terry Emmert in Decree Quietening Title Case No. 93-11-020, Filed February 09, 1994, a distance of 175 feet, more or less, to a point coincident with the Easterly extension of the North line of that tract described in that deed to Dravon Medical, Inc., recorded March 17, 1978 as Fee No. 78010898, Clackamas County, Oregon Deed Records; thence South $89^{\circ} 31' 30''$ East, along the Easterly extension of the North line of said tract described in that deed to Dravon Medical, Inc., a distance of 530 feet, more or less, to the East line of a tract conveyed to Joseph M. Exley by deed recorded February 19, 1969, Fee No. 69-2817; thence North $0^{\circ} 14' 30''$ West, along the said tract conveyed to Joseph M. Exley, 175 feet, more or less, to the point of beginning.

“Exceptions to Title”

Pursuant to Section 13.1, this list is to be added to Exhibit B at escrow according to the agreement of the parties as to what exceptions are permitted.

BUY AND SELL AGREEMENT

Buyer: Clackamas County Development Agency

Seller: Terry W. Emmert

Properties: 22E10 00901
22E10AD 03800
22E10 00900
22E10D 01500
22E10D 01702
22E10AD 03829
22E10D 01590
22E10D 01501
22E10D 01600
22E10D 01792
22E10D 01703

This is an Agreement to Buy and Sell. It is effective _____, 2006. It is between Terry W. Emmert, as Seller, and the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon, as Buyer.

The property that is the subject of this Agreement (referred to in this document as Hwy. 212) is described in Exhibits A and B, which follow in this document. It is exclusively real property. The real property consists of both land improved with buildings and unimproved land.

Seller owns all the land and buildings. Seller wishes to sell all the land and buildings to Buyer, and Buyer wishes to purchase all the land and buildings from Seller.

The terms of the purchase and sale are as follows:

1. The total purchase price for the Hwy. 212 property is \$15,330,000.00 (fifteen million, three hundred thirty thousand dollars), in bankable funds, to be paid through escrow at closing.

(a) Seller represents that:

(i) Seller has the legal power, right, and authority to sell the Hwy. 212 property;

(ii) There is no litigation, claim, or arbitration pending or threatened against the Hwy. 212 property;

Buy and Sell Agreement- Hwy 212

(iii) There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings pending, or to the best of Seller's knowledge, threatened against the Seller; and

(iv) Seller has good, marketable, and insurable title to the Hwy. 212 property, free and clear of all liens, encumbrances, claims, covenants, restrictions, conditions, easements, judgments, and other diminutions except as may be disclosed by the preliminary title report.

(b) Buyer represents that:

(i) Buyer has the legal power, right, and authority to enter into this Agreement and complete the purchase; and

(ii) Buyer possesses the bankable funds, payable at the close of escrow, to consummate the transaction.

2. Buyer is acquiring the Hwy. 212 property for public purposes.

(a) Buyer will provide Seller an affidavit stating that Buyer is purchasing the property as an alternative to eminent domain. A copy of that affidavit is attached as Exhibit C to this document.

(b) As a part of compensating Seller for relocating from the property, Buyer will-

(i) Pay to move the houses stored on the property at a rate of \$7,500 (seven thousand, five hundred dollars) per house, subject to a maximum limit of 66 (sixty six) houses, for a total of \$495,000 (four hundred and ninety five thousand dollars).

(a) Half of this sum, \$247,500 (two hundred and forty seven thousand, five hundred dollars) will be paid at closing. The balance will be paid after 33 (thirty three) of the houses have been moved.

(b) This sum is exclusive of other relocation compensation Buyer is providing to Seller, which is identified in the terms of the lease discussed in Paragraph 5 below.

(c) The tally for the relocation of houses will be done through the submission of permits.

(ii) Pay to Seller an additional sum of \$350,000 (three hundred fifty thousand dollars) at closing.

(a) This sum is in addition to the payment to move the houses discussed in Section 2(b)(i) above, and in addition to the relocation

Buy and Sell Agreement- Hwy 212

compensation discussed in Section 11.1.4 of the lease discussed in Paragraph 5 below.

(b) This sum is to compensate Seller for inchoate rights in the Hwy. 212 property not otherwise addressed by the relocation compensation provisions discussed above.

3. Seller is selling, and Buyer is buying, the Hwy. 212 property "as is," with one exception. Buyer reserves the right to withdraw from its commitment to purchase the property, without penalty, if an environmental review identifies remediation costs of more than \$50,000.00 (fifty thousand dollars).

(a) The environmental review will be paid by Buyer, and authorized by Seller.

(b) The environmental review will be limited to the area identified in Exhibit A.

(c) The environmental review will be performed at a Level 1, or if indicated, a Level 2.

4. Seller is conveying the entire fee simple interest to the Hwy. 212 property by statutory warranty deed, as set out in Exhibit D.

5. Following Buyer's purchase of the property from Seller, Buyer will lease the portion of the property identified in Exhibit A as 11811 SE Highway 212 to Seller. Buyer will become landlord of the property, and Seller will become tenant. A copy of the lease is attached as Exhibit E.

(a) This leasing of the property back to Seller immediately after Buyer purchases the property is an indispensable part of the transaction. Seller would not sell the property to Buyer if Seller could not lease back the property.

(b) Buyer is leasing the property back to Seller with the knowledge that Seller has tenants in place who will become sublessees under the terms of Exhibit E. Seller represents and warrants that there are no tenants in place whose terms of lease extend past January 1, 2012.

6. Buyer is aware that Seller is selling the property subject to leases that encumber portions of the property. Seller warrants to Buyer that none of these leases extend past January 1, 2012.

7. At closing Buyer will become entitled to possession of all the property that is not leased back to the Seller under the lease discussed in Paragraph 5 and identified in Exhibit E. The area as to which Buyer is entitled to immediate possession is specifically identified in Exhibit E.

Buy and Sell Agreement- Hwy 212

8. Following Buyer's purchase of the property from Seller, Buyer will grant a right of first refusal for any subsequent resale of land identified as Account 22E10D 01703, identified in Exhibits F and G that follow in this document.

- (a) This right only attaches if Buyer does not need Account 22E10D 01703 for any disposition and development of the balance of the property.
- (b) The sale price, should Seller exercise its right, is \$8.00 per square foot.
- (c) The life of this right shall be no more than 15 years.

9. Buyer and Seller are also parties to another transaction, an agreement to buy and sell a property located at 12000 SE Capps Rd., Clackamas, Oregon. While it is a separate transaction, Seller would not sell to Buyer, and Buyer would not purchase from Seller, if Buyer and Seller were not also buying and selling the property at 12000 SE Capps Rd.

10. This Hwy 212 purchase and sale will close through escrow. It will pass through escrow simultaneously with the lease of the property back from Buyer as Landlord and Seller as Tenant. It will also pass through escrow simultaneously with the purchase and sale of the 12000 SE Capps Rd. property. The escrow instructions for these transactions are attached as Exhibit H to this document. The covenants, agreements, representations, and warranties made in this Agreement shall survive the close of escrow and shall not merge into the deed.

11. Until this transaction is closed or escrow is terminated, Seller shall:

- (a) Operate and maintain the Hwy. 212 property in a manner consistent with typical real estate practices,
- (b) Keep all existing insurance policies in full force and effect,
- (c) Not modify or extend a lease, or enter into any new leases, or transact any other form of obligations or agreements, that would conflict or diminish Buyer's rights as Landlord under the terms of the lease discussed in Paragraph 5 above and attached to this document as Exhibit E,
- (d) Make no material adverse change to the property between the execution of this document and the closing of escrow,
- (e) Not permit the placing of liens and encumbrances; and
- (f) Bear the risk of loss.

Buy and Sell Agreement- Hwy 212

(i) If all or a material portion of the Hwy. 212 property is damaged, destroyed, or condemned by an entity other than Buyer before the close of escrow, Buyer may terminate its obligations under this Agreement.

(ii) If a minor portion of the Hwy. 212 property is damaged, destroyed, or condemned by an entity other than Buyer before the close of escrow, this Agreement shall remain in full force and effect. Buyer must pay the full purchase price to Seller. Buyer will be assigned insurance or condemnation proceeds according to the terms set out in the lease discussed in Paragraph 5 above and attached to this document as Exhibit E.

(iii) For purposes of this section, "a material portion" is a reduction to the real market value of the property that is equal to, or greater than, 25%. A "minor portion" is a reduction in value that is less than 25%.

12. This Agreement, including any exhibits attached to it, is the entire agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior understandings between the parties, and is the final expression of their consensus. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by a written instrument signed by the authorized party.

13. Buyer and Seller must use the addresses set out below for purposes of communicating under this Agreement. Notices personally delivered shall be treated as received on their receipt at the office of the addressee. Messages sent by mail shall be sent by registered or certified mail, postage prepaid, return receipt requested, and shall be treated as received three days after deposit in the United States mail.

(a) Buyer's Address: Development Agency Manager
 Clackamas County Development Agency
 9101 SE Sunnybrook Blvd.
 Clackamas, OR 97015

(b) Seller's Address: Terry W. Ernmert
 11811 SE Hwy 212
 Clackamas, OR 97015

14. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. No waiver of any breach of any covenant or provision in this Agreement shall be treated as a waiver of any other covenant or provision. No extension of time for

Buy and Sell Agreement- Hwy 212

performing any obligation or act shall be treated as an extension of time for the performance of any other obligation or act.

16. This transaction is part and parcel of a related series of transactions between Buyer and Seller, as discussed in Paragraphs 5 and 8. In these transactions the identity and qualifications of Seller are of special importance to Buyer. Neither Buyer nor Seller shall have the right to assign their respective rights under this Agreement. No assignee shall succeed to any of the rights and remedies under this Agreement, and no assignee shall be able to claim specific performance. While Buyer and Seller are cooperating with each other in these transactions, nothing in the events shall be construed as making either party an agent or partner of the other.

17. Buyer and Seller agree that time is of the essence in this Agreement.

(a) This Agreement shall be terminated, either through the expiration of the Agreement through the lapse of time at 12:01 a.m. February 28, 2007, or by the close of escrow and the recording of title to Buyer and the disbursement of funds to Seller at an earlier date.

(b) Buyer has the option of extending the termination date of this Agreement an additional 30 (thirty) days, upon the payment of interest at the rate available to Clackamas County for its short term deposits, on whatever balance is due from the related transactions.

18. Buyer and Seller each acknowledge that this Agreement has been negotiated and entered into in the State of Oregon. The parties expressly agree that this Agreement shall be governed by, interpreted under, and enforced according to the laws of the State of Oregon.

(a) If the conditions, if any, to Seller's obligation to close this transaction are satisfied or waived by Seller and Seller nonetheless fails, through no fault of Buyer, to close the transaction and purchase the property, Buyer shall be entitled to all of its out-of-pocket expenses incurred in connection with the transaction, and shall have the right to pursue any other remedy available to it at law or equity except for the specific performance of this Agreement.

(b) If the conditions, if any, to Buyer's obligation to close this transaction are satisfied or waived by Buyer and Buyer nonetheless fails, through no fault of Seller, to close the transaction and purchase the property, Seller shall be entitled to all of its out-of-pocket expenses incurred in connection with the transaction, and shall have the right to pursue any other remedy available to it at law or equity except for the specific performance of this Agreement.

(c) Any disputes under this Agreement shall be settled by arbitration in Clackamas County, Oregon in accordance with the commercial arbitration rules then pertaining to the Arbitration Services of Portland, Inc., or its successors.

Buy and Sell Agreement- Hwy 212

(i) Arbitration will be before a panel of 3 (three) neutral arbitrators qualified to rule upon complicated commercial real estate transactions.

(ii) The arbitration award shall be final and binding upon Buyer and Seller and enforceable by any court with appropriate jurisdiction.

(iii) Buyer and Seller will be exclusively responsible for their own costs and expenses of arbitration.

19. Upon execution of this Agreement the parties shall cause a memorandum of this Agreement to be recorded in the real property records of Clackamas County, Oregon, as set out in Exhibit I. No Memorandum of Agreement shall be effective unless it is executed by all parties.

20. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement.

21. As required by ORS 93.040, the following notice is given:

"THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date and year written above. The persons signing below each represent and warrant that each has the full right and authority to enter into this Agreement and to bind the party for whom such person signs to the terms and provisions of this Agreement.

///

///

Buy and Sell Agreement- Hwy 212

BUYER: CLACKAMAS COUNTY DEVELOPMENT AGENCY, the duly designated Urban Renewal Agency of the County of Clackamas.

Board of County Commissioners Acting
as the Governing Body of Clackamas
County Development Agency

By: _____
Bill Kennemer
Chair

STATE OF OREGON)
) ss.
County of Clackamas)

This document was acknowledged before me on December _____, 2006 by Bill Kennemer as the Chair of the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County.

NOTARY PUBLIC FOR OREGON

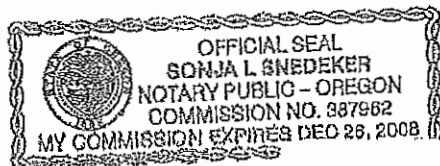
Seller: TERRY W. EMMERT

By: _____
Terry W. Emmert

STATE OF OREGON)
) ss.
County of Clackamas)

This document was acknowledged before me on December 4 , 2006 by Terry W. Emmert.

NOTARY PUBLIC FOR OREGON



Buy and Sell Agreement- Hwy 212

LIST OF EXHIBITS

<u>Exhibit</u>	<u>Page of Agreement</u>
A.....Map of the Property.....	Page 1
B.....Legal Description of the Property.....	Page 1
C.....Affidavit of Friendly Condemnation.....	Page 2
D.....Form of Deed.....	Page 3
E.....Lease.....	Page 3
F.....Legal Description of Account 22E10D 01703.....	Page 4
G.....Map of Account 22E10D 01703.....	Page 4
H..... Escrow Instructions.....	Page 4
I..... Memoranda of Recording.....	Page 7

BUY AND SELL AGREEMENT

Buyer: Terry W. Emmert

Seller: Clackamas County Development Agency

Properties: 12000 SE Capps Rd.

2E15A 01900

2E15A 02100

2E15A 02101

2E15A 02200

2E15A 02202

2E15A 02301

2E15A 02500

This is an Agreement to Buy and Sell. It is effective _____, 2006. It is between the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon, as Seller, and Terry W. Emmert, as Buyer.

1. The property that is the subject of this Agreement (referred to in this document as "Capps Rd.") is described in Exhibits A and B, which follow in this document. It is exclusively real property. Seller wishes to sell all the property to Buyer, and Buyer wishes to purchase all the property from Seller.

(a) Seller represents that:

(i) Seller has the legal power, right, and authority to sell the Capps Rd. property; and

(ii) There is no litigation, claim, or arbitration pending or threatened against the Capps Rd. property;

(iii) Seller has good, marketable, and insurable title to the Capps Rd. property, free and clear of all liens, encumbrances, claims, covenants, restrictions, conditions, easements, judgments, and other diminutions except as may be disclosed by the preliminary title report.

(b) Buyer represents that Buyer has the legal power, right, and authority to enter into this Agreement and complete the purchase.

2. Seller is an urban renewal agency. The Capps Rd. property is within an urban renewal district, the Clackamas Industrial Area Urban Renewal Plan. Oregon Revised Statute ("ORS") 457.230 requires that an urban renewal agency, upon the sale of land within an urban renewal district, obligate the purchaser to use the land for the purposes designated in the urban renewal plan and to begin building improvements on the land within a reasonable period of time.

Buy and Sell Agreement- Capps Rd.

3. Buyer understands the obligations of ORS 457.230. Buyer has submitted a plan for the development of the Capps Rd. property. A copy of that plan is attached to this document as Exhibit C. Buyer's plan calls for developing the property into a multi-building industrial and industrial office complex with business park, office, manufacturing, warehousing, and storage components, which is consistent with the Clackamas Industrial Area Urban Renewal Plan.
4. Buyer and Seller are also parties to another transaction, an agreement to buy and sell a second property located at 11811 SE Hwy 212, Clackamas, Oregon. While the purchase and sale of the property located at 11811 SE Hwy 212 is a separate transaction, Seller would not sell the Capps Rd. property to Buyer, and Buyer would not purchase the Capps Rd. property from Seller, if Buyer and Seller were not also buying and selling the property at 11811 SE Hwy 212.
5. The property at 11811 SE Hwy 212 is the current site of Buyer's business operations. Seller is acquiring the property at 11811 SE Hwy 212 to facilitate regional transportation needs by acquiring right-of-way for the Sunrise Corridor, a highway to be built connecting I-205 to U.S. 26 near the City of Sandy. Seller will develop the remnant of the property at 11811 SE Hwy 212 with an appropriate use.
6. Buyer is acquiring the Capps Rd. property as the new site of some or all of its current business operations. Seller has determined that these uses, in terms of the Capps Rd. property as well as the property at 11811 SE Hwy 212, are consistent with its urban renewal plan.
7. Buyer has leased the property at 11811 SE Hwy 212 back from Seller. Buyer will occupy the site at 11811 SE Hwy 212 as it develops the subject property. A copy of the Lease is included as Exhibit D. The terms of the Lease require that Buyer vacate the premises at 11811 SE Hwy 212 no later than January 1, 2012. Buyer and Seller intend that Buyer will have moved its operations to the subject property no later than that date.
8. The terms of the purchase and sale of the Capps Rd. property are as follows:
 - (a) The total purchase price for the Capps Rd. property is \$4,920,000 (four million, nine hundred twenty thousand dollars), in bankable funds, to be paid through escrow at closing.
 - (b) Buyer is entitled to possession at closing.
9. Seller is selling, and Buyer is buying, the Capps Rd. property "as is".
10. Seller is conveying the entire fee simple interest in the Capps Rd. property by statutory warranty deed, as set out in Exhibit E.

Buy and Sell Agreement- Capps Rd.

11. This purchase and sale of the Capps Rd. property will close through escrow. It will pass through escrow simultaneously with the purchase and sale of the 11811 SE Hwy 212 property. It will also pass through escrow simultaneously with the lease of the 11811 SE Hwy 212 property. The escrow instructions for these transactions are attached as Exhibit F to this document. The covenants, agreements, representations, and warranties made in this Agreement shall survive the close of escrow and shall not merge into the deed.

12. Until this transaction is closed or escrow is terminated, Seller must:

(a) Operate and maintain the Capps Rd. property in a manner consistent with typical real estate practices,

(b) Keep all existing insurance policies in full force and effect,

(c) Not modify or extend a lease, or enter into any new leases, or transact any other form of obligations or agreements, that would conflict or diminish Buyer's rights,

(d) Make no material adverse change to the Capps Rd. property between the execution of this document and the closing of escrow,

(e) Not permit the placing of liens and encumbrances, and

(f) Bear the risk of loss.

(i) If all or a material portion of the Capps Rd. property is damaged, destroyed, or condemned by an entity other than Buyer before the close of escrow, Buyer may terminate its obligations under this Agreement.

(ii) If a minor portion of the Capps Rd. property is damaged, destroyed, or condemned by an entity other than Buyer before the close of escrow, this Agreement shall remain in full force and effect. Buyer must pay the full purchase price to Seller. Buyer will be assigned insurance or condemnation proceeds.

(iii) For purposes of this section, "a material portion" is a reduction to the real market value of the property that is equal to, or greater than, 25%. A "minor portion" is a reduction in value that is less than 25%.

13. This Agreement, including any exhibits attached to it, is the entire agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior understandings between the parties, and is the final expression of their consensus. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by a written instrument signed by the authorized party.

Buy and Sell Agreement- Capps Rd.

14. Buyer and Seller must use the addresses set out below for purposes of communicating under this Agreement. Notices personally delivered shall be treated as received on their receipt at the office of the addressee. Messages sent by mail shall be sent by registered or certified mail, postage prepaid, return receipt requested, and shall be treated as received three days after deposit in the United States mail.

(a) Seller's Address: Development Agency Manager
 Clackamas County Development Agency
 9101 SE Sunnybrook Blvd.
 Clackamas, OR 97015

(b) Buyer's Address: Terry W. Emmert
 11811 SE Hwy 212
 Clackamas, OR 97015

15. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. No waiver of any breach of any covenant or provision in this Agreement shall be treated as a waiver of any other covenant or provision. No extension of time for performing any obligation or act shall be treated as an extension of time for the performance of any other obligation or act.

17. This transaction is part and parcel of a related series of transactions between Buyer and Seller, as discussed in Paragraphs 4 and 7. In these transactions the identity and qualifications of Seller are of special importance to Buyer. Neither Buyer nor Seller shall have the right to assign their respective rights under this Agreement. No assignee shall succeed to any of the rights and remedies under this Agreement, and no assignee shall be able to claim specific performance. While Buyer and Seller are cooperating with each other in these transactions, nothing in the events shall be construed as making either party an agent or partner of the other.

18. Buyer and Seller agree that time is of the essence in this Agreement.

(a) This Agreement shall be terminated, either through the expiration of the Agreement through the lapse of time at 12:01 a.m. February 28, 2007, or by the close of escrow and the recording of title to Buyer and the disbursement of funds to Seller at an earlier date.

(b) Buyer has the option of extending the termination date of this Agreement an additional 30 (thirty) days, upon the payment of interest at the rate available to Clackamas County for its short term deposits, on whatever balance is due from the related transactions.

Buy and Sell Agreement- Capps Rd.

19. Buyer and Seller each acknowledge that this Agreement has been negotiated and entered into in the State of Oregon. The parties expressly agree that this Agreement shall be governed by, interpreted under, and enforced according to the laws of the State of Oregon.

(a) If the conditions, if any, to Seller's obligation to close this transaction are satisfied or waived by Seller and Seller nonetheless fails, through no fault of Buyer, to close the transaction and purchase the property, Buyer shall be entitled to all of its out-of-pocket expenses incurred in connection with the transaction, and shall have the right to pursue any other remedy available to it at law or equity except for the specific performance of this Agreement.

(b) If the conditions, if any, to Buyer's obligation to close this transaction are satisfied or waived by Buyer and Buyer nonetheless fails, through no fault of Seller, to close the transaction and purchase the property, Seller shall be entitled to all of its out-of-pocket expenses incurred in connection with the transaction, and shall have the right to pursue any other remedy available to it at law or equity except for the specific performance of this Agreement.

(c) Any disputes under this Agreement shall be settled by arbitration in Clackamas County, Oregon in accordance with the commercial arbitration rules then pertaining to the Arbitration Services of Portland, Inc., or its successors.

(i) Arbitration will be before a panel of 3 (three) neutral arbitrators qualified to rule upon complicated commercial real estate transactions.

(ii) The arbitration award shall be final and binding upon Buyer and Seller and enforceable by any court with appropriate jurisdiction.

(iii) Buyer and Seller will be exclusively responsible for their own costs and expenses of arbitration.

20. Upon execution of this Agreement the parties shall cause a memorandum of this Agreement to be recorded in the real property records of Clackamas County, Oregon, as set out in Exhibit G.

21. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement.

22. As required by ORS 93.040, the following notice is given:

"THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS

Buy and Sell Agreement- Capps Rd.

SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date and year written above. The persons signing below each represent and warrant that each has the full right and authority to enter into this Agreement and to bind the party for whom such person signs to the terms and provisions of this Agreement.

SELLER: CLACKAMAS COUNTY DEVELOPMENT AGENCY, the duly designated Urban Renewal Agency of the County of Clackamas.

Board of County Commissioners Acting
as the Governing Body of Clackamas
County Development Agency

By: _____
Bill Kennemer
Chair

STATE OF OREGON)
) ss.
County of Clackamas)

This document was acknowledged before me on December _____, 2006 by Bill Kennemer as the Chair of the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County.

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Buy and Sell Agreement- Capps Rd.

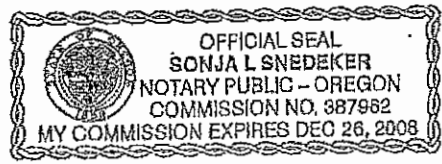
BUYER: TERRY W. EMMERT

By: 
Terry W. Emmert

STATE OF OREGON)
) ss.
County of Clackamas)

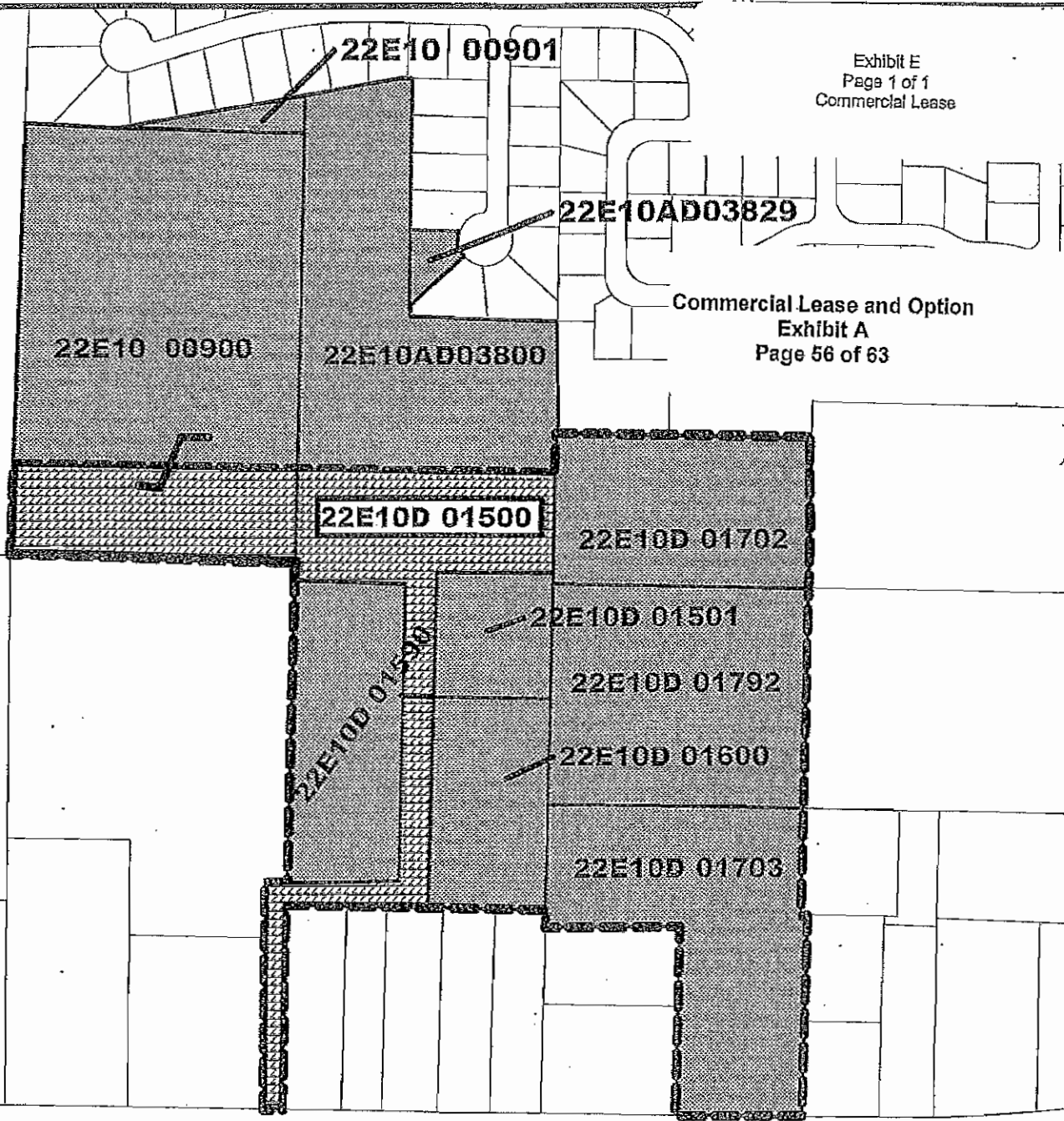
This document was acknowledged before me on December 4, 2006 by Terry W. Emmert.


NOTARY PUBLIC FOR OREGON



LIST OF EXHIBITS

<u>Exhibit</u>	<u>Page of Agreement</u>
A.....Map of the Property.....	Page 1
B.....Legal Description of the Property.....	Page 1
C.....Emmert Development Company Response To Request For Interest and Qualifications.....	Page 2
D.....Lease.....	Page 2
E.....Form of Deed.....	Page 2
F.....Escrow Instructions.....	Page 3
G.....Memoranda of Recording.....	Page 5



Commercial Lease and Option
Exhibit A
Page 56 of 63

Highway 212/224

SE 122nd Avenue

	Property to be acquired by Agency
	Area of Commercial Lease to EDC Industrial
	Access and Staging Area

Commercial Lease (Development Agency/ T.W. Emmert)
Access and Staging Map
December 12, 2006

After Recording Please Return to: Development Agency Manager
Clackamas County Development Agency
Sunnybrook Service Center
9101 SE Sunnybrook Blvd.
Clackamas, OR 97015

Until further notice, all tax statements should be sent to: EDC Industrial, LLC
11811 SE Hwy. 212
Clackamas, OR 97015

Property Tax Account Nos. : 22E10 0900, 22E10D 01500,
22E10D 01702, 22E10D 01590, 22E10D 01501,
22E10D 01792, 22E10D 01600, 22E10D 01703

MEMORANDA OF LEASE

Dated: December _____, 2006

Between: Clackamas County Development Agency, as the urban renewal agency of
the County of Clackamas, State of Oregon , and

EDC Industrial, LLC.

Pursuant to a lease, the Clackamas County Development Agency has leased to EDC Industrial, LLC. certain property in Clackamas County, Oregon, more particularly described in the attached Exhibit A.

IN WITNESS WHEREOF, the parties have caused this Memoranda of Purchase and Sale to be executed as of the day and year first written above.

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Lessor: CLACKAMAS COUNTY DEVELOPMENT AGENCY, the duly designated Urban Renewal Agency of the County of Clackamas.

Board of County Commissioners Acting
as the Governing Body of Clackamas
County Development Agency

By: _____
Bill Kennemer
Chair

STATE OF OREGON)
) ss.
County of Clackamas)

This document was acknowledged before me on December _____, 2006 by Bill Kennemer as the Chair of the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County.

NOTARY PUBLIC FOR OREGON

Lessee: EDC Industrial, LLC

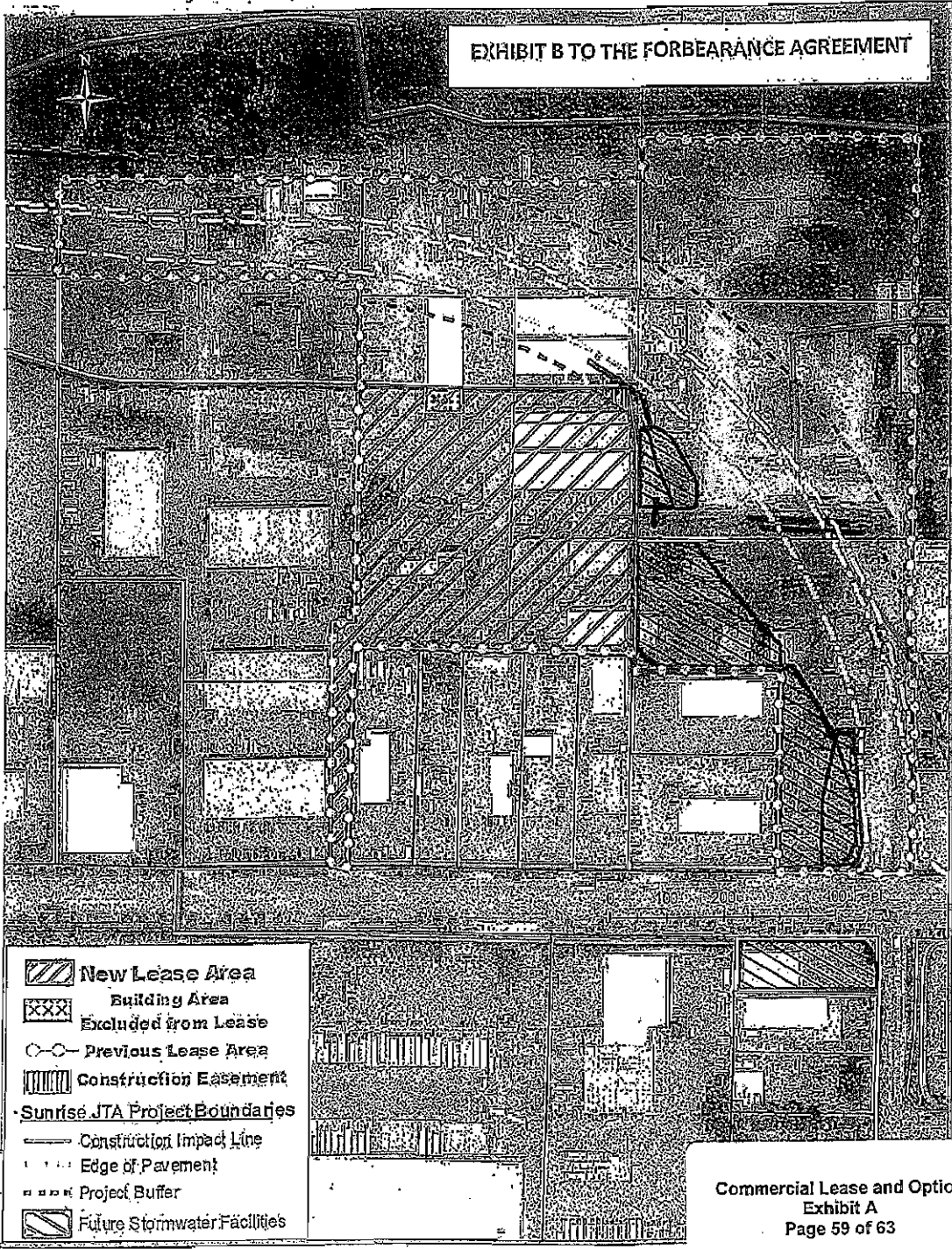
By: _____
Terry W. Emmert
EDC Industrial, LLC

STATE OF OREGON)
) ss.
County of Clackamas)

This document was acknowledged before me on December _____, 2006 by Terry W. Emmert.

NOTARY PUBLIC FOR OREGON

EXHIBIT B TO THE FORBEARANCE AGREEMENT

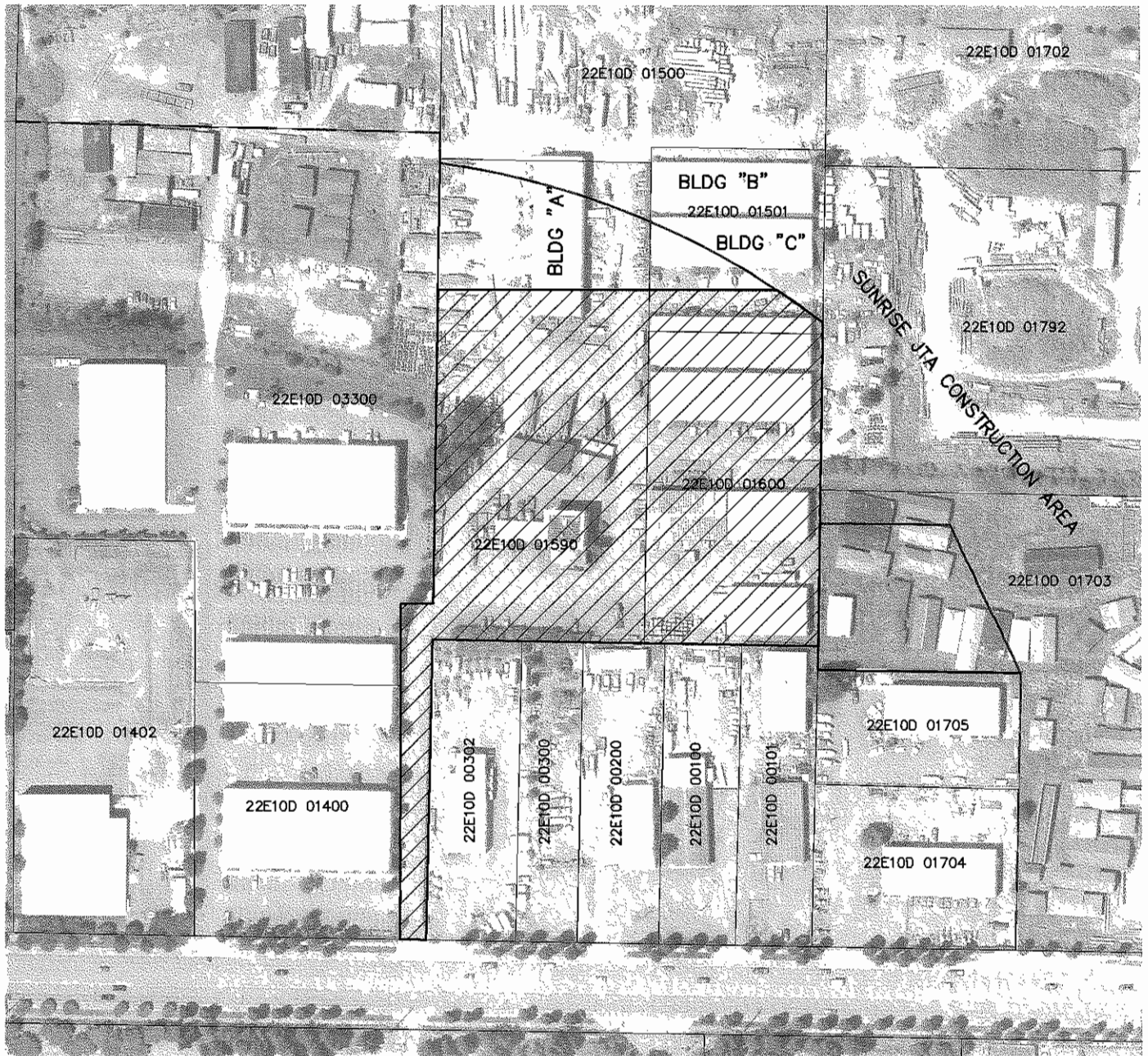


-  **New Lease Area**
-  **Building Area Excluded from Lease**
-  **Previous Lease Area**
-  **Construction Easement**
- Sunrise JTA Project Boundaries**
-  **Construction Impact Line**
-  **Edge of Pavement**
-  **Project Buffer**
-  **Future Stormwater Facilities**

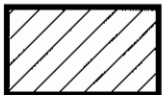
Exhibit B – Legal Description of the New Lease and Option to Buy Area

INSERT DESCRIPTION OF AREA IDENTIFIED ON EXHIBITS C-1, C-2, AND C-3

Note: Subject to exceptions to title as may be revealed by Title Search Report



--- CONSTRUCTION
IMPACT LINE



NEW LEASE/OPTION
TO BUY AREA

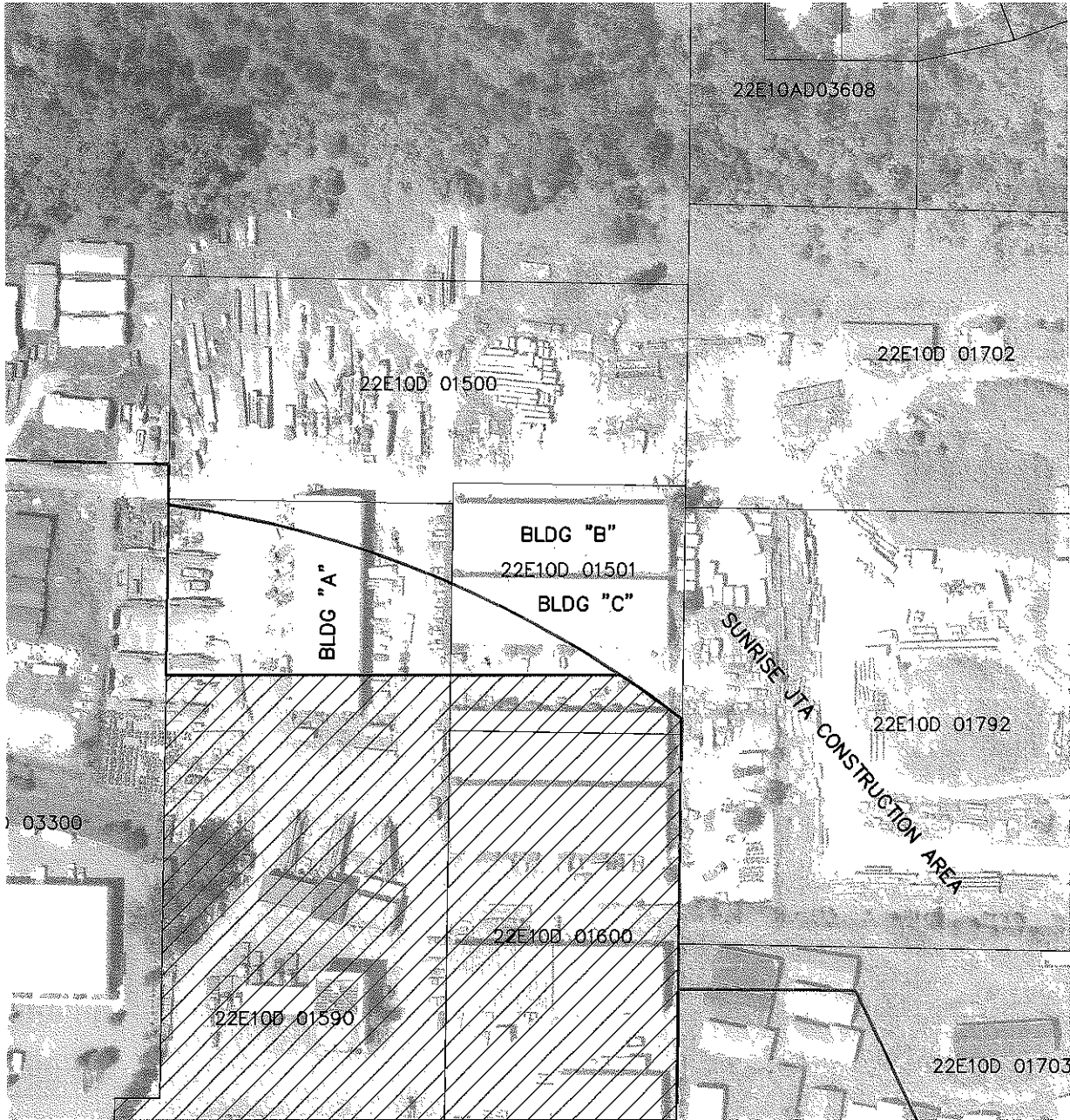


DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

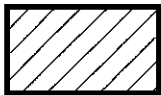
EXHIBIT "C-1"
HIGHWAY 212/122ND
LEASE OPTION
AGREEMENT

NEW LEASE/OPTION TO BUY
AREA

RD. FILE NO.	DRAWN BY	DESIGN BY	DATE:
			06-26-13



CONSTRUCTION
IMPACT LINE



NEW LEASE/OPTION
TO BUY AREA

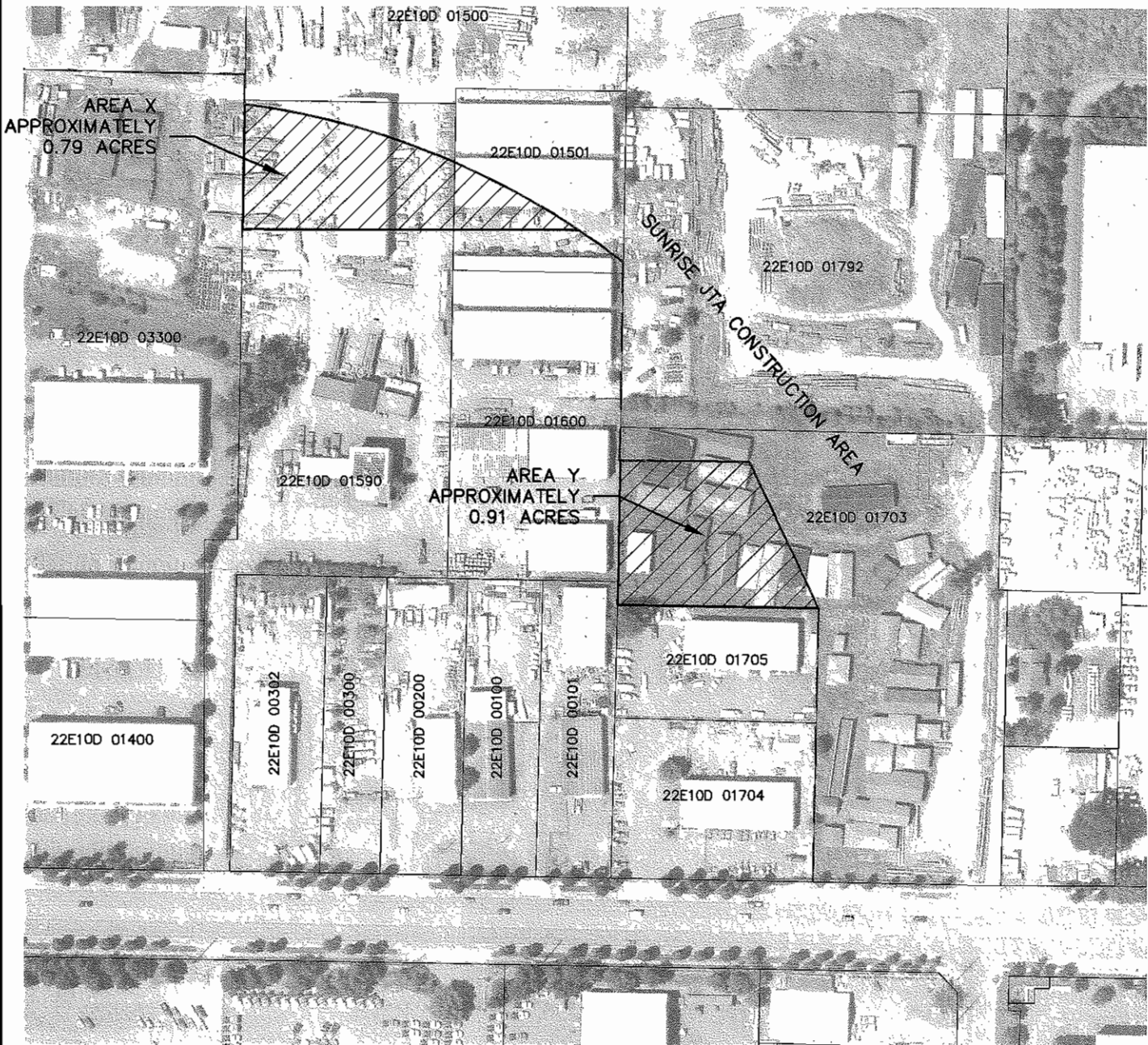


DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "C-2"
HIGHWAY 212/122ND
LEASE OPTION
AGREEMENT

LEASE OPTION
DETAIL

RD. FILE NO.	DRAWN BY	DESIGN BY	DATE:
			06-26-13



--- CONSTRUCTION
IMPACT LINE



RIGHT OF FIRST
REFUSAL AREAS



DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "D"
HIGHWAY 212/122ND
LEASE OPTION
AGREEMENT

RIGHT OF FIRST
REFUSAL AREAS

RD. FILE NO.	DRAWN BY	DESIGN BY	DATE: 06-26-13
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EXHIBIT B TO THE FIRST AMENDMENT

EDC Industrial, LLC - Forbearance Agreement | Compliance Timelines

SCHEDULE		May	June	July	August	September	October	November	December
BUILDING A: EDCI Company Lease Sublease	265								
3/31/12 - Confirmation of Sublease(s) termination Due to Clackamas County - NOT RECEIVED TO DATE	-								
5/24/12 - Pre-Application Applicant Information Packet Provided to EDCI by Clackamas County	54	24-May							
COUNTY TIMELINE: 5/31/12 - Complete Pre-Application Meeting Application Submitted to the County by EDCI	7	31-May							
6/1/2012-6/30/2012 - Sleet fabrication and field out on the site to raise and move the building. Steel bracing will be sized and read for installation. Equipment is on-site in storage.	-		6/1/2012 - 6/30/2012						
6/15/12 - EDCI Pre-Application Meeting Held, No Later Than 6/15/12	15		15-Jun						
COUNTY TIMELINE: 6/22/12 - EDCI submits complete foundation permit to Clackamas County building department	7		22-Jun						
7/2/12 - Clackamas County Issues foundation permit to EDCI, or Licensed Contractor, if permit submitted to complete and plans are consistent with current building codes.	10			2-Jul					
7/2/12 - EDCI executes professional contract with licensed contractor for foundation work	10			2-Jul					
7/2/12 - EDCI submits executed contract or confirmation of licensed contractor to Clackamas County	10			2-Jul					
County Timeline: 8/1/12 - EDCI, or professional contractor, begins site preparation and form placement to accommodate the building relocation	30				1-Aug				
County Timeline: 9/1/12 - On, or before, 9/1/12, EDCI shall provide written verification that all necessary permits have been secured.	-								
9/1/12 - EDCI, or professional contractor, shall provide verification that the forms have been inspected and approved prior to pouring the foundation.	31					1-Sep			
10/31/12 - EDCI, or sublessee, has vacated the building/site completely (no later than)	30						1-Oct		
10/31/12 - EDCI will remove the building from the Site Location: Relocated to "Remainder" of parcel	30							31-Oct	
12/1/12 - EDCI will have the site "Broom Clean" (Complete relocation timeline is not to exceed this date)	31								1-Dec

Forbearance Agreement - Site Vacated Deadline

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SCHEDULE		May	June	July	August	September	October	November	December
BUILDING B	246								
3/31/12 - Confirmation of Sublease(s) Termination Due to Clackamas County - NOT RECEIVED TO DATE									
5/24/12 - Pre-Application Applicant Information Packet Provided to EDCI by Clackamas County	54	24-May							
5/31/12 - Tenant 1 - Long-Term Sublease Terminated Tenant 1 occupies 25% of total building space, required to vacate structure prior to 5/31/2012. Provide copy of termination to Clackamas County.	7		31-May						
COUNTY TIMELINE: 5/31/12 - Complete Pre-Application Meeting Application Submitted to the County by EDCI			31-May						
6/1/2012-6/30/2012 - Steel fabrication and laid out on the site to raise and move the building. Steel bracing will be sized and read for installation. Equipment is on-site in storage.			6/1/2012 - 6/30/2012						
6/1/12 - Tenant 2 - Give 90-day termination notice to sublease tenant occupying the remaining 75% of building space, required to vacate structure by 7/1/2012. Provide copy of termination to Clackamas County by end of business day.	1		1-Jun						
6/15/12 - EDCI Pre-Application Meeting Held, No Later Than 6/15/12	15			15-Jun					
COUNTY TIMELINE: 6/27/12 - EDCI submits complete foundation permit to Clackamas County building department.	7			22-Jun					
COUNTY NOTE: 7/1/12 - Tenant 2 90-day notice expires for use of the remaining 75% of the structure; structure should be vacant by 7/1/2012. Provide copy of termination to Clackamas County by end of business day.	0			1-Jul					
7/2/12 - Clackamas County Issues foundation permit to EDCI, or Licensed Contractor, if permit is essential to complete and plans are consistent with current building code.	1			2-Jul					
7/2/12 - EDCI executes professional contract with licensed contractor for foundation work				2-Jul					
7/2/12 - EDCI submits executed contract or confirmation of licensed contractor to Clackamas County.				2-Jul					
County Timeline: 8/1/12 - EDCI, or professional contractor, begins site preparation and form placement to accommodate the building relocation	30				1-Aug				
County Timeline: 9/1/12 - On, or before, 9/1/12, EDCI shall provide written verification that all necessary permits have been secured.						1-Sep			
8/1/12 - EDCI, or professional contractor, shall provide verification that the forms have been inspected and approved prior to pouring the foundation.	31					1-Sep			
10/1/12 - EDCI, or sublessee, has vacated the building/site completely (no later than)	30							1-Oct	
10/31/12 - EDCI will remove the building from the Site Location: Relocated to "Remainder" of parcel	30							31-Oct	
12/1/12 - EDCI will have the site "Broom Clean" (Complete relocation timeline is not-to-exceed this date)	31								1-Dec

Forbearance Agreement - Site Vacated Deadline

EDC Industrial, LLC - Forbearance Agreement | Compliance Timelines

SCHEDULE		May	June	July	August	September	October	November	December
BUILDING C	215								
Confirmation of Sublease(s) Termination Due to Clackamas County - NOT RECEIVED TO DATE	-								
5/24/12 - Pre-Application Applicant Information Packet Provided to EDCI by Clackamas County	54	24-May							
COUNTY TIMELINE: 5/31/12 - Complete Pre-Application Meeting Application Submitted to the County by EDCI	7		30-May						
5/1/2012-6/30/2012 - Steel fabrication and fold out on the site to raise and move the building. Steel bracing will be etched and read for installation. Equipment is on-site in storage.	-			6/1/2012 - 6/30/2012					
6/15/12 - EDCI Pre-Application Meeting Held, No Later Than 6/15/12	15		15-Jun						
COUNTY TIMELINE: 6/22/12 - EDCI submits complete foundation permit to Clackamas County building department	7			22-Jun					
7/1/12 - Give 30-day termination notice to tenant, required to vacate structure by 7/31/2012. Provide copy of termination to Clackamas County by end of business day.	9			1-Jul					
7/2/12 - Clackamas County issues foundation permit to EDCI or Licensed Contractor, if permit submitted is complete and plans are consistent with current building codes.	-			2-Jul					
7/2/12 - EDCI executes professional contract with licensed contractor for foundation work	-			2-Jul					
7/2/12 - EDCI submits executed contract or confirmation of licensed contractor to Clackamas County	-			2-Jul					
COUNTY NOTE: 7/31/12 - Tenant 30-day notice expires 7/31/12; structure should be vacant.	-			31-Jul					
County Timeline: 8/1/12 - EDCI, or professional contractor, begins site preparation and form placement to accommodate the building relocation	30				1-Aug				
County Timeline: 8/1/12 - On, or before, 8/1/12, EDCI shall provide written verification that all necessary permits have been secured.	-					1-Sep			
8/1/12 - EDCI, or professional contractor, shall provide verification that the forms have been inspected and approved prior to pouring the foundation.	32					1-Sep			
8/1/12 - EDCI, or sublessee, has vacated the building/site completely (no later than)	30						1-Oct		
10/31/12 - EDCI will remove the building from the Site Location: Relocated to "Remainder" of parcel	-							31-Oct	
12/1/12 - EDCI will have the site "Broom Clean" (Complete relocation timeline is not-to-exceed this date)	31								1-Dec

EDC Industrial, LLC - Forbearance Agreement | Compliance Timelines

SCHEDULE		May	June	July	August	September	October
AREAS #1-5: EDCI Company Lease Sublease	184						
Confirmation of Sublease(s) Termination Due to Clackamas County - NOT RECEIVED TO DATE	-						
COUNTY TIMELINE: 5/24/12 - Pre-Application Applicant Information Packet obtained by EDCI from City of Happy Valley	54	24-May					
COUNTY TIMELINE: 5/31/12 - Complete Pre-Application Meeting Application Submitted to the County by EDCI	7		31-May				
6/15/12 - EDCI Pre-Application Meeting @ City of Happy Valley Held, No Later Than 6/15/12	15			15-Jun			
COUNTY TIMELINE: 6/22/12 - EDCI submits complete grading permit and all other required permit applications to City of Happy Valley building department	7			22-Jun			
COUNTY TIMELINE: 7/2/12 - Confirmation that Happy Valley permits have been issued is provided to Clackamas County by EDCI	10			2-Jul			
7/16/12 - EDCI, or professional contractor, grades and compacts the site to accommodate the building relocation(s)	14				16-Jul		
County Timeline: 8/1/12 - On, or before, 8/1/12, prior to moving structures, EDCI shall provide written verification that all necessary permits have been secured and that grading and other improvements were inspected and approved.	-				1-Aug		
8/1/12-9/28/12 - EDCI will remove the building(s) from the Site Location: Parcel at 141st & Hwy 212, City of HV	-				8/1/12 - 9/28/12		
10/1/12 - EDCI will have the site "Broom Clean" (Complete relocation timeline is not-to-exceed this date)	77						1-Oct

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