



AGENDA **Revised**

Removed Public Hearing Item IV.1, will be placed on 6-15-17 agenda.

Thursday, June 8, 2017 - 10:00 AM **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-51

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

II. PUBLIC DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

County Administration

1. Resolution No. _____ for the Purpose of Affirming Clackamas County as a Welcoming and Inclusive County (Emmett Wheatfall, Assistant County Administrator)

III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

1. ZDO-264 - Adoption of Zoning & Development Ordinance 264, Amendments to the Zoning and Development Ordinance to Implement Changes to the County's Marijuana-Related Land Use Regulations (Nate Boderman, County Counsel) *Previously approved at the 5-17-17 Land Use Hearing*

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

1. **REMOVED (will be on 6-15-17)** Second Reading of Ordinance No. 05-2017 Amending Chapter 8.02, Transient Room Tax of the Clackamas County Code and Declaring an Emergency (Stephen Madkour, County Counsel) *First reading was 4-13-17*
2. First Reading of Ordinance No. _____ for Water Environment Services Establishing the Rules and Regulations Regarding Sanitary Sewer and Surface Water Management Services and Declaring an Emergency (Greg Geist, Water Environment Services) *2nd reading 6-22-17*

3. Resolution No. _____ for a Supplemental Budget Greater than 10% for Surface Water Management Agency of Clackamas County (Greg Geist, Water Environment Services)
4. Resolution No. _____ for a Supplemental Budget Greater than 10% for Tri-City Service District (Greg Geist, Water Environment Services)

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 Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.*)

A. Health, Housing & Human Services

1. Approval of a Construction Contract with Jim Smith Excavating for the Addie Street Improvements Project in Gladstone – *Housing & Community Development*
2. Approval of an Agreement with Clackamas Women’s Services for Camp HOPE 2017 – *Children, Youth & Families*
3. Approval of an Intergovernmental Agreement Amendment with Oregon Department of Education, Early Learning Division for Healthy Families Program - *Children, Youth & Families*
4. Approval of Amendment No. 2 to the Intergovernmental Revenue Agreement with Oregon Department of Education Early Learning Hub for Focused Child Care Networks - *Children, Youth & Families*
5. Approval of Amendment No.17 for the 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*
6. Approval of an Intergovernmental Revenue Agreement with Lane County, for On-line Food Handlers Training/Testing project – *Public Health*
7. Approval of Intergovernmental Agreement No. 154166 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County – *Social Services*
8. Approval of Amendment No. 2 to an Agency Service Contract with Clackamas Women’s Services Providing Temporary Emergency Housing – *Social Services*
9. Approval of Amendment No. 1 to an Agency Service Contract with Northwest Housing Alternatives, Inc. Providing Financial Assistance and Temporary Emergency Housing – *Social Services*
10. Approval of a Grant Agreement from the US Department of Housing and Urban Development, Continuum of Care Program for the HOPE II Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*
11. Approval of Intergovernmental Agreement No. 153117 with the State of Oregon, Acting by and through its Oregon Health Authority, for Operation of the Community Mental Health Program in Clackamas County – *Behavioral Health*

B. Department of Transportation & Development

1. Board Order No. _____ Designating Maximum Weight Limitations on Faubion Loop Road and Suter Road
2. Board Order No. _____ Designating a Temporary Maximum Weight Limitation on Kuehn Road
3. Approval of a Revision to Board Approved Renewal of a Franchise Agreement with Waste Management of Oregon, Inc. to Operate the Clackamas County Garbage & Recycling Transfer Station
4. Resolution No. _____ to Approve the 5-Year Transportation Capital Improvement Program
5. Approval of a Personal/Professional Services Contract with Applied Pavement Technology, Inc. to Develop a Comprehensive Transportation Asset Management Strategic Plan – *Procurement*

C. Elected Officials

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

D. Administration

1. Board Order No. _____ Approval of Clackamas County Resolution Services as the Eligible Grantee for Community Dispute Resolution Funding as Determined by the Oregon Office for Community Dispute Resolution
2. Board Authorization to Sell Real Property Received Via the City of Damascus Disincorporation (Damascus Lane)

E. County Counsel

1. Approval of a Transfer of a Remnant parcel of Land Located in the Vicinity of Sunnyside Road and 162nd Avenue to Suntree Inc.
2. Resolution No. _____ Allowing Ministerial Signatures by Authorized Signors to Improve Efficiency in Contract Execution

F. Juvenile Department

1. Approval of Amendment No. 5 to the Intergovernmental Agreement with Multnomah County for Assessment and Evaluation Beds
2. Approval of Amendment No. 7 to the Intergovernmental Agreement with Multnomah County for Secure Custody Detention Beds for Juvenile Offenders

G. Business & Community Services

1. Approval of a Conservation and Access Agreement with Portland Water Bureau on Clackamas County Property
2. Approval of a Modification of Grant or Agreement between Clackamas County and the USDA Forest Service – Mt. Hood National Forest for the Dump Stoppers Program
3. Approval of an Intergovernmental Agreement between Clackamas County and Clackamas Education Service District for Internet Service

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of an Amendment to the Metro Nature and Neighborhoods Capital Grant Contract, for the Spring Park Natural Area Enhancement Project

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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



June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

A Resolution Reaffirming Clackamas County as a Welcoming and Inclusive County

Purpose/Outcome	This resolution reaffirms the Boards Commitment to valuing Equity, Diversity and Inclusion in Clackamas County, by providing stability, opportunity, safety, and justice for everyone living and working in Clackamas County, in light of immigration and customs enforcement activity.
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Duration	Effective upon adoption until revised or rescinded.
Previous Board Action/Review	July 19, 2012, Clackamas County adopted Resolution No 2012-73, Valuing Diversity in Clackamas County. October 1, 2015, Clackamas County adopted Resolution No. 2015-96, A Resolution Valuing Diversity, Equity and Inclusion in Clackamas County. The Board discussed this resolution at the May 16 Policy Session under Issues.
Strategic Plan Alignment	Building Public Trust through Good Governance
Contact Person	Emmett Wheatfall, Assistant County Administrator - 503.655.8291

BACKGROUND:

On July 19, 2012, Clackamas County adopted Resolution No 2012-73, Valuing Diversity in Clackamas County, and on October 1, 2015, Clackamas County adopted Resolution No. 2015-96, Valuing Diversity, Equity and Inclusion in Clackamas County.

Heightened emphasis placed on immigration and customs enforcement by the federal government has created confusion and consternation about the role of jurisdictions like Clackamas County with respect to immigration and customs enforcement.

The BCC continues to receive requests to partner with other government officials, civil rights and social justice advocacy groups, and concerned people in formal declarations of non-support for immigration and customs enforcement activity.

At the May 16, 2017 BCC Policy Session, staff was asked to prepare a resolution that addresses the County's mission to be more welcoming, inclusive and being committed to upholding the counties core values. The County will continue, in a manner consistent with the laws of the United States of America, the State of Oregon and Clackamas County Code to prohibit the use by law enforcement of County funds, personnel, and/or equipment solely for the enforcement of federal immigration laws consistent with ORS 181A.820 and with 8 U.S.C. §§ 1373 and 1644.

Staff has drafted the new resolution for the Board's consideration. This newly proposed resolution will reaffirm Clackamas County's commitment to serve all of our residents equally as we do each day and stand in support with our partners in valuing inclusion in Clackamas County in an continued effort to make Clackamas County a great place to live, work and play.

RECOMMENDATION:

Staff respectfully recommends the Board approve the attached resolution. Clackamas County reaffirms its commitment to the County government's core values of service, professionalism, Integrity, respect, individual accountability and trust.

Respectfully submitted,

Emmett Wheatfall, Assistant County Administrator
Diversity, Equity, and Inclusion Director

WHEREAS, on July 19, 2012, Clackamas County adopted Resolution No 2012-73, Valuing Diversity in Clackamas County, and on October 1, 2015, Clackamas County adopted Resolution No. 2015-96, Valuing Diversity, Equity and Inclusion in Clackamas County. Consistent with the values expressed in those prior Resolutions, Clackamas County reaffirms and states the following:

WHEREAS, our Country and County's shared prosperity is the result of the contributions of immigrants, refugees and people of many nationalities;

WHEREAS, the County's cultural and policy environment is made better when all of our County's residents fully participate in and are integrated into the social, civic, and economic fabric of their County;

WHEREAS, the County acknowledges the inherent worth and dignity of all persons and believes everyone should be treated with respect regardless of race, color, national origin, immigration or refugee status, ethnicity, primary language, religion, gender, gender identity and expression, sexual orientation, marital status, mental, emotional, and/or physical ability, age, or economic status;

WHEREAS, community members have expressed fears regarding access to Clackamas County services, such as health centers, and the full range of public safety services;

WHEREAS, our County is stronger when all people are free from fear, intimidation, harassment, and uncertainty;

WHEREAS, the Clackamas County Board of Commissioners, as the governing body of the County that is home to over 400,000 residents, has identified equity, diversity, inclusion, prosperity, and community livability among its desired outcomes; and

WHEREAS, Clackamas County has also identified service, professionalism, integrity, respect, individual accountability, and trust as key core values of the County government and leadership;

NOW THEREFORE, the Clackamas County Board of Commissioners do hereby resolve as follows:

1. Clackamas County reaffirms its commitment to Valuing Diversity, Equity and Inclusion in Clackamas County, by providing stability, opportunity, safety, and justice for everyone living and working in Clackamas County;
2. Clackamas County embraces, welcomes and celebrates its immigrant and refugee residents to the collective prosperity of all residents;
3. Clackamas County reaffirms its commitment to establishing trust;
4. Clackamas County reaffirms its commitment to the County government's core values of service, professionalism, integrity, respect, individual accountability and trust.
5. Clackamas County will continue, in a manner consistent with the laws of the United States of America, the State of Oregon and Clackamas County Code to prohibit the use by law enforcement of County funds, personnel, and/or equipment solely for the enforcement of federal immigration laws consistent with ORS 181A.820 and with 8 U.S.C. §§ 1373 and 1644;
6. Clackamas County directs staff to serve all residents of the County regardless of race, color, national origin, immigration or refugee status, ancestry, ethnicity, primary language, religion, gender, gender identity and expression, sexual orientation, marital status, mental, emotional, and/or physical ability, age, or economic status.

Dated this ____ day of _____, 2017.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Adoption of Zoning and Development Ordinance 264, Amendments
to the Zoning and Development Ordinance to Implement Changes to the
County's Marijuana-Related Land Use Regulations

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

Purpose/Outcomes	Amend the ZDO
Dollar Amount and Fiscal Impact	None
Funding Source	Not applicable
Duration	Indefinitely
Previous Board Action	The Board of County Commissioners held a policy session on September 27, 2016, and November 22, 2016; and held a public hearing on March 22, 2017, and May 17, 2017.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Contact Person	Jennifer Hughes, 503-742-4518
Contract No.	None

BACKGROUND:

In November 2014, Oregon voters legalized recreational marijuana. (Medical marijuana has been legal since 1998.) The Oregon Liquor Control Commission (OLCC) was required to begin accepting license applications to produce, process, wholesale and retail recreational marijuana on January 4, 2016. In anticipation of this, the county undertook a six-month program of stakeholder and public outreach to develop land use regulations for marijuana businesses. Following several public hearings, the Board of County Commissioners (BCC) adopted those regulations in December 2015, with effective dates in January (recreational marijuana) and March (medical marijuana) 2016.

It was anticipated that implementation would result in ideas for refinement of the regulations. Accordingly, the BCC included in this year's Planning and Zoning Division work program a project to consider additional ZDO amendments related to marijuana. The BCC held two study sessions on this topic last fall and directed staff to proceed with a narrowly defined set of amendments:

- Add fence design standards

- Allow the processing of marijuana concentrates and extracts in the EFU and AG/F zones, subject to certain standards
- Amend as needed to conform to changes in state law/regulations
- Make minor edits to increase clarity of existing regulations

The Planning Commission conducted a public hearing on this matter on February 13, 2017. By a vote of 7 – 0, the Planning Commission recommended approval to the BCC of the fence design standards and the amendments to conform to changes in state law/regulations and increase clarity. By a vote of 5 – 1 with 1 abstention, the Planning Commission recommended approval to the BCC of the original proposal regarding marijuana processing in the EFU and AG/F zones with the following changes:

- Continue to prohibit marijuana extract processing in the EFU and AG/F zones
- Do not apply a 150-foot offsite structure separation standard, 1,000-foot buffer from residential zones or 20-acre minimum lot size to processing of marijuana concentrates, edibles or topicals

The result would be to add processing of marijuana concentrates as a permitted use and to apply a 100-foot minimum setback for buildings used to process marijuana concentrates, edibles and topicals.

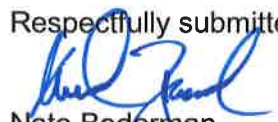
The Board conducted a public hearing on this matter on March 22, 2017. By a vote of 5-0, the Board voted to approve the amendment package as recommended by the Planning Commission except that the Board deferred consideration of amendments related to processing of marijuana extracts and concentrates in the EFU and AG/F zones until May 17, 2017. Ordinance ZDO-263—adding fence design standards, implementing changes to conform to changes in state law and regulations, and containing edits to increase the clarity of existing regulations—was adopted by the Board on April 27, 2017. Under a new file number assigned for tracking purposes, ZDO-264, the Board took up deliberation on the processing of marijuana extracts and concentrates in the EFU and AG/F zones at a continued public hearing on May 17, 2017. By a vote of 3-0, the Board voted to approve the amendment package as recommended by the Planning Commission, which allows marijuana concentrate processing in the EFU and AG/F zones and adds a 100-foot setback standard for structures used for marijuana edible, topical and concentrate processing in the EFU and AG/F zones. In addition, the Board added a 10-acre minimum lot size for marijuana processing in the EFU and AG/F zones and limited the number of processors to one per lot in the EFU and AG/F zones. Ordinance ZDO-264 does not change the current prohibition on marijuana extract processing in the EFU and AG/F zones.

For consistency with the amendments adopted by the Board under Ordinance ZDO-263, the minimum lot size, one-license limitation and minimum setback will be applied to the subject tract, rather than to each individual lot of record. This permits an applicant to aggregate contiguous lots under the same ownership for the purpose of complying with the standards. The one-processor limit would allow either one processor licensed by the Oregon Liquor Control Commission or one processor registered by the Oregon Health Authority, but not both. Also, language has been added to include any successor entity to the OLCC or OHA where references to those agencies are made. This will ensure that ZDO Section 841 remains consistent with possible changes to the names of these agencies or with any state-implemented changes in the agency with licensing/registration authority.

RECOMMENDATION:

Staff recommends the Board adopt the attached ordinance.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

ORDINANCE NO. ZDO-264

**An Ordinance Amending Sections 401, 407 and 841 of the
Clackamas County Zoning and Development Ordinance**

WHEREAS, in November 2014, Oregon voters voted to permit the production, sale and use of recreational marijuana; and

WHEREAS, in order to comply with the state law mandate, in December 2015, the Board of County Commissioners adopted regulations for marijuana-related land uses and placed certain restrictions on development and activities that would have otherwise been permitted under state law; and

WHEREAS, those regulations took effect on January 4, 2016, and March 1, 2016, for recreational and medical marijuana, respectively; and

WHEREAS, recognizing that amendments to these regulations might be warranted, the Board of County Commissioners included an update project in the Planning and Zoning Division's work program and initiated proposed amendments at a policy session in November 2016; and

WHEREAS, the proposed amendments included fence design standards, changes to conform to changes in state law and regulations, edits to increase the clarity of existing regulations, and allowing the processing of marijuana concentrates and extracts in the Exclusive Farm Use and Ag/Forest zones; and

WHEREAS, after a duly-noticed public hearing on February 13, 2017, the Clackamas County Planning Commission recommended approval of amendments to the Zoning and Development Ordinance, except for allowing marijuana extract processing in the EFU and AG/F zones; and

WHEREAS, after a duly-noticed public hearing on March 22, 2017, the Board of County Commissioners orally approved the Planning Commission's recommendation for amendments including fence design standards, changes to conform to changes in state law and regulations, and edits to increase the clarity of existing regulations but deferred consideration of amendments related to concentrate and extract processing in the EFU and AG/F zones; and

WHEREAS, on April 27, 2017, the Board of County Commissioners adopted Ordinance ZDO-263 to implement the amendments orally approved on March 22, 2017; and

WHEREAS, at a continued public hearing on May 17, 2017, the Board of County Commissioners took up deliberation on the processing of marijuana extracts and concentrates in the EFU and AG/F zones and orally approved the processing of marijuana concentrates in the EFU and AG/F zones and the following standards for marijuana edible, topical, and concentrate processing in the EFU and AG/F zones: 100-foot minimum setbacks for structures used for processing, 10-acre minimum property size, and no more than one processor per property; now therefore

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Sections 401, 407 and 841 of the Clackamas County Zoning and Development Ordinance are hereby amended as shown in Exhibit A, hereto attached.

Section 2: This ordinance shall be effective on July 10, 2017.

ADOPTED this 8th day of JUNE, 2017

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Ordinance ZDO-264
Zoning and Development Ordinance Amendments

Text to be added is underlined. Text to be deleted is ~~strikethrough~~.

401 EXCLUSIVE FARM USE DISTRICT (EFU)

401.01 PURPOSE

Section 401 is adopted to implement the policies of the Comprehensive Plan for Agriculture areas.

401.02 APPLICABILITY

Section 401 applies to land in the Exclusive Farm Use (EFU) District.

401.03 DEFINITIONS

Unless specifically defined in Subsection 401.03 or in Section 202, *Definitions*, words or phrases used in Section 401 shall be interpreted to give them the same meaning as they have in common usage and to give Section 401 its most reasonable application.

- A. Accessory Farm Dwelling: Includes all types of residential dwellings allowed by the applicable state building code and the number of dwelling units is determined by a land use decision.
- B. Agricultural Land: As defined in Oregon Administrative Rules (OAR) 660-33-0020.
- C. Commercial Farm: A farm unit with all of the following characteristics:
 - 1. The land is used for the primary purpose of obtaining a profit in money from farm use;
 - 2. The net income derived from farm products is significant; and
 - 3. Products from the farm unit contribute substantially to the agricultural economy, to agricultural processors, and to farm markets.
- D. Date of Creation and Existence: When a lot of record or tract is reconfigured pursuant to applicable law after November 4, 1993, the effect of which is to qualify a lot of record or tract for the siting of a dwelling, the date of the reconfiguration is the date of creation or existence. Reconfigured means any change in the boundary of the lot of record or tract.

- E. Dwelling: Unless otherwise provided in Section 401, a dwelling is a detached single-family dwelling or a manufactured dwelling.
- F. Farm Operator: A person who resides on and actively manages a “farm unit”.
- G. Farm Stand: A structure located on a part of the farm operation owned by the farm operator that is designed and used for the sale of farm crops and livestock grown on the farm operation, or grown on the farm operation and other farm operations in the local agricultural area, including the sale of retail incidental items and fee based activity to promote the sale of farm crops or livestock sold at the farm stand if the annual sale of the incidental items and fees from promotional activity do not make up more than 25 percent of the total sales of the farm stand; and the farm stand does not include structures designed for occupancy as a residence or for activities other than the sale of farm crops and livestock and does not include structures for banquets, public gatherings, or public entertainment.
- H. Farm Unit: The contiguous and noncontiguous tracts within the County or a contiguous county held in common ownership and used by the farm operator for farm use.
- I. Farm Use: As defined in Oregon Revised Statutes (ORS) 215.203.
- J. Fee-based Activity to Promote the Sale of Farm Crops or Livestock: A common farm-dependent accessory activity directly related to the sale of farm crops or livestock sold at the farm stand, such as, but not limited to, hay rides, corn mazes, and educational how-to-farm workshops, but not including activities with no direct relationship to the farm crops or livestock sold at the farm stand, such as, but not limited to, quilting classes, dance lessons, jewelry making, or crafts that are only intended to bring customers to the farm stand.
- K. Golf Course: As defined in OAR 660-033-0130(20).
- L. High Value Farmland: As defined in ORS 215.710 and OAR 660-033-0020(8).
- M. Irrigated: Agricultural land watered by an artificial or controlled means, such as sprinklers, furrows, ditches, or spreader dikes. An area or tract is “irrigated” if it is currently watered, or has established rights to use water for irrigation, including such tracts that receive water for irrigation from a water or irrigation district or other provider. An area or tract within a water or irrigation district that was once irrigated shall continue to be considered "irrigated" even if the irrigation water was removed or transferred to another tract.
- N. Low Value Farmland: All land not defined as High Value Farmland in ORS 215.710 and OAR 660-033-0020(8).
- O. Noncommercial Farm: A parcel where all or part of the land is used for production of farm products for use or consumption by the owners or residents of the property, or which provides insignificant income.

- P. Owner: For purposes of a Lot of Record Dwelling, owner includes the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, niece, stepparent, stepchild, grandparent, or grandchild of the owner, or a business entity owned by any one or a combination of these family members.
- Q. Ownership: Holding fee title to a lot of record, except in those instances when the land is being sold on contract, the contract purchaser shall be deemed to have ownership. Ownership shall include all contiguous lots of record meeting this definition.
- R. Private Park: Land that is used for low impact casual recreational uses such as picnicking, boating, fishing, swimming, camping, and hiking or nature oriented recreational uses such as viewing and studying nature and wildlife habitat and may include play areas and accessory facilities that support the activities listed above but does not include tracks for motorized vehicles or areas for target practice or the discharge of firearms.
- S. Relative: For purposes of a Temporary Dwelling for Care, relative means a child, parent, stepparent, grandchild, grandparent, stepgrandparent, sibling, stepsibling, niece, nephew, or first cousin.
- T. Tract: One or more contiguous lots of record under the same ownership, including lots of record divided by a county or public road, or contiguous at a common point. Lots of record divided by a state highway are not considered contiguous.

401.04 USES PERMITTED

Uses permitted in the EFU District are listed in Table 401-1, *Permitted Uses in the EFU District*.

A. As used in Table 401-1:

- 1. "A" means the use is allowed.
- 2. "Type I" means the use requires review of a Type I application, pursuant to Section 1307, *Procedures*.
- 3. "Type II" means the use requires review of a Type II application, pursuant to Section 1307, *Procedures*.
- 4. "Type III" means the use requires review of a Type III application, pursuant to Section 1307, *Procedures*.
- 5. "C" means the use is a conditional use, approval of which is subject to Section 1203, *Conditional Uses*.

6. The “Subject To” column identifies any specific provisions of Subsection 401.05 to which the use is subject.
7. “N” means not applicable.
8. “*NA1” means the use is not allowed except as set forth in Subsection 401.05(J)(1).
9. “*NA2” means the use is not allowed except as set forth in Subsection 401.05(J)(1) or 401.05(J)(2) and (3).
10. “HV” means High Value Farmland.
11. “LV” means Low Value Farmland.
12. Numbers in superscript correspond to the notes that follow Table 401-1.

B. Permitted uses are subject to the applicable provisions of Subsection 401.07, *Dimensional Standards*; Subsection 401.08, *Development Standards*; Section 1000, *Development Standards*; and Section 1100, *Development Review Process*.

Table 401-1: Permitted Uses in the EFU District

	HV	LV	Use	Subject To
FARM AND FOREST USES	A	A	Propagation or harvesting of a forest product.	
	A	A	Farm use as defined in ORS 215.203. Marijuana production is subject to Section 841.	
	A	A	Other buildings customarily provided in conjunction with farm use.	
	TYPE II	TYPE II	A facility for the processing of farm crops or the production of biofuel as defined in ORS 315.141. Marijuana processing is subject to Section 841. ¹	401.05(B)(1)
	C	C	A facility for the primary processing of forest products.	401.05(B)(2)
	HV	LV	Use	Subject To
NATURAL RESOURCE USES	A	A	Creation of, restoration of, or enhancement of wetlands.	
	TYPE II	TYPE II	The propagation, cultivation, maintenance, and harvesting of aquatic species that are not under the jurisdiction of the Oregon Fish and Wildlife Commission.	401.05(A)(1)
	HV	LV	Use	Subject To
RESIDENTIAL USES	A	A	Uses and structures customarily accessory and incidental to a dwelling, only if a lawfully established dwelling exists.	
	A	A	Alteration, restoration, or replacement of a lawfully established dwelling, subject to OAR 660-033-0130(8) excluding (d).	401.05(A)(3) & (C)(1)
	TYPE II	TYPE II	Alteration, restoration, or replacement of a lawfully established dwelling, subject to OAR 660-033-0130(8)(d).	401.05(A)(3) & (C)(2)

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

	HV	LV	Use	Subject To
RESIDENTIAL USES (cont.)	TYPE II	TYPE II	Replacement dwelling to be used in conjunction with farm use if the existing dwelling has been listed in a County inventory as historic property and listed on the National Register of Historic Places. ²	401.05(A)(3)
	N	TYPE II	Lot of Record Dwelling on Low Value Farmland.	401.05(A)(2), (3), (4) & (C)(3)
	TYPE II	N	Lot of Record Dwelling on Class III or IV High Value Farmland.	401.05(A)(2), (3), (4) & (C)(4)
	TYPE III	N	Lot of Record Dwelling on Class I or II High Value Farmland.	401.05(A)(2), (3), (4) & (C)(5)
	TYPE II	N	Dwelling customarily provided in conjunction with a farm use on High Value Farmland. ²	401.05(A)(3) & (C)(6)
	N	TYPE II	Dwelling customarily provided in conjunction with a farm use on Low Value Farmland. ²	401.05(A)(3) & (C)(7)
	TYPE II	TYPE II	Dwelling customarily provided in conjunction with a commercial dairy farm.	401.05(A)(3) & (C)(8)
	N	TYPE II	160 acre test for a dwelling. ²	401.05(A)(3), (4) & (C)(9)
	N	TYPE II	Capability test for a dwelling. ²	401.05(A)(3), (4) & (C)(10)
	TYPE II	TYPE II	A single-family dwelling not provided in conjunction with farm use; a nonfarm dwelling.	401.05(A)(3), (4) & (C)(11)
	TYPE II	TYPE II	Accessory farmworker dwelling for a relative. ²	401.05(A)(3) & (C)(12)
	TYPE II	TYPE II	Accessory farmworker dwelling for year-round and seasonal farm workers. ²	401.05(A)(3) & (C)(13)
	TYPE II	TYPE II	Dwelling on Low or High Value Farmland to be operated by a different farm operator on at least 80 acres. ²	401.05(A)(3) & (C)(14)
	TYPE II	TYPE II	Temporary dwelling for care, subject to Subsection 1204.03.	401.05(A)(1), (3) & (C)(15)
	TYPE II	TYPE II	Room and board arrangements for a maximum of five unrelated persons in existing dwellings.	401.05(A)(1) & (3)
	TYPE II	TYPE II	Residential home or facility as defined in ORS 197.660, in existing dwellings.	401.05(A)(1) & (3)
COMMERCIAL USES	HV	LV	Use	Subject To
	A	A	Family daycare provider.	
	A	A	Dog training classes.	401.05(D)(8)
	A	A	Dog testing trials.	401.05(D)(9)
	TYPE I	TYPE I	A license for a winery to carry out the first six of 18-day agri-tourism and other commercial events, subject to ORS 215.237 and 215.452(6)(a)	
	TYPE II	TYPE II	Farm stands, subject to OAR 660-033-0130(23) and ORS 215.283(1)(o). ³	
	TYPE II	TYPE II	Home occupations, subject to Section 822.	401.05(A)(1) & (D)(1)
	TYPE II	TYPE II	A landscape contracting business.	401.05(A)(1) & (D)(2)
TYPE II	TYPE II	Agri-tourism single event.	401.05(A)(1) & (D)(3)	

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	HV	LV	Use	Subject To
COMMERCIAL USES (cont.)	TYPE II	TYPE II	Agri-tourism for up to 6 events or activities.	401.05(A)(1) & (D)(4)
	TYPE II	TYPE II	A winery as described in and subject to ORS 215.452 or 215.453, whichever is applicable, but not a restaurant open more than 25 days per calendar year.	
	TYPE II	TYPE II	A bed and breakfast facility as a home occupation in association with a winery, subject to ORS 215.448, as provided in ORS 215.452 or 215.453, whichever is applicable.	401.05(A)(1) & (D)(5)
	TYPE II	TYPE II	A large winery with a restaurant in conjunction with a winery as described in ORS 215.453 that is open to the public for more than 25 days in a calendar year or; agri-tourism or other commercial events in conjunction with a winery as described in ORS 215.453 that occur on more than 25 days in a calendar year.	401.05(A)(1)
	TYPE II	TYPE II	Winery agri-tourism or other commercial events for days seven through 18 of the 18-day limit, subject to ORS 215.237 and 215.452(6)(c).	
	C	C	Home occupation to host events, subject to Section 806.	401.05(A)(1) & (D)(1)
	C	C	Commercial activities in conjunction with farm use, including the processing of farm crops into biofuel that exceeds the standards of ORS 215.203(2)(b)(K) or Subsection 401.05(B)(1). ⁴	401.05(A)(1)}
	C	C	Agri-tourism additional events not to exceed 18 events on a minimum of 80 acres.	401.05(A)(1) & (D)(6)
	C	C	An aerial fireworks display business.	401.05(A)(1) & (D)(7)
	C	C	Commercial dog boarding kennels.	401.05(A)(1)
	C	C	Dog training classes or testing trials that cannot be established under Subsection 401.05(D)(8) or (9).	401.05(A)(1)
	HV	LV	Use	Subject To
MINERAL, AGGREGATE, OIL, AND GAS USES	A	A	Operations for the exploration for, and production of, geothermal resources as defined by ORS 522.005 and oil and gas as defined by ORS 520.005, including the placement and operation of compressors, separators, and other customary production equipment for an individual well adjacent to a wellhead. Any activities or construction relating to such operations shall not be a basis for an exception under ORS 197.732(1)(a) or (b).	
	A	A	Operations for the exploration for minerals as defined by ORS 517.750. Any activities or construction relating to such operations shall not be a basis for an exception under ORS 197.732(1)(a) or (b).	
	C	C	Operations conducted for mining, crushing, or stockpiling of aggregate and other mineral and other subsurface resources subject to ORS 215.298.	401.05(A)(1), (E)(1) & (E)(1)(a)
	C	C	Processing as defined by ORS 517.750 of aggregate into asphalt or Portland cement.	401.05(A)(1), (E)(1) & (E)(1)(b)

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MINERAL, AGGREGATE, OIL, AND GAS USES (cont.)	C	C	Processing of other mineral resources and other subsurface resources.	401.05(A)(1), (E)(1) & (E)(1)(c)
	C	C	Operations conducted for mining and processing of geothermal resources as defined by ORS 522.005 and oil and gas as defined by ORS 520.005 not otherwise permitted under Section 401.	401.05(A)(1), (E)(1) & (E)(1)(d)
	HV	LV	Use	Subject To
TRANSPORTATION USES	A	A	Climbing and passing lanes within the right of way existing as of July 1, 1987.	
	A	A	Reconstruction or modification of public roads and highways, including the placement of utility facilities overhead and in the subsurface of public roads and highways along the public right-of-way, but not including the addition of travel lanes, where no removal or displacement of buildings would occur, or no new land parcels result.	
	A	A	Temporary public road and highway detours that will be abandoned and restored to original condition or use at such time as no longer needed.	
	A	A	Minor betterment of existing public road and highway related facilities such as maintenance yards, weigh stations, and rest areas, within right of way existing as of July 1, 1987, and contiguous public-owned property utilized to support the operation and maintenance of public roads and highways.	
	TYPE II	TYPE II	Parking of no more than seven log trucks, subject to ORS 215.311	401.05(A)(1)
	TYPE II	TYPE II	Construction of additional passing and travel lanes requiring the acquisition of right-of-way but not resulting in the creation of new land parcels.	401.05(A)(1)
	TYPE II	TYPE II	Reconstruction or modification of public roads and highways involving the removal or displacement of buildings but not resulting in the creation of new land parcels.	401.05(A)(1)
	TYPE II	TYPE II	Improvement of public road and highway related facilities, such as maintenance yards, weigh stations, and rest areas, where additional property or right-of-way is required but not resulting in the creation of new land parcels.	401.05(A)(1)
	C	C	Roads, highways and other transportation facilities, and improvements not otherwise allowed under Section 401.	401.05(F)(1)
	C	C	Personal-use airports for airplanes and helicopter pads, including associated hangar, maintenance, and service facilities.	401.05(A)(1) & (F)(2)
	C	C	Transportation improvements on rural lands, subject to OAR 660-012-0065.	

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	HV	LV	Use	Subject To
UTILITY AND SOLID WASTE DISPOSAL FACILITY USES	A	A	Irrigation reservoirs, canals, delivery lines, and those structures and accessory operational facilities, not including parks or other recreational structures and facilities, associated with a district as defined in ORS 540.505.	
	A	A	Solar energy system as an accessory use.	
	A	A	Rainwater collection systems as an accessory use.	
	A	A	Electric vehicle charging stations for residents and their non-paying guests.	
	A	A	Meteorological towers.	
	A	A	Collocation of antennas with associated equipment on a previously approved wireless telecommunication facility, subject to Subsection 835.04(A).	
	A	A	Placement of telecommunication antennas with associated equipment on an existing utility pole, subject to Subsection 835.04(B).	
	A	A	Utility facility service lines. Utility facility service lines are utility lines and accessory facilities or structures that end at the point where the utility service is received by the customer and are located on one or more of the following: a public right-of-way; land immediately adjacent to a public right-of-way provided the written consent of all adjacent property owners has been obtained; and/or the property to be served by the utility.	
	TYPE II	TYPE II	Wind energy power production systems as an accessory use.	401.05(G)(1)
	TYPE II	TYPE II	Essential public communication services, as defined in Subsection 835.03(D). The use is subject to ORS 215.275, if it includes a transmission tower less than or equal to 200 feet in height.	
	TYPE II	TYPE II	Collocation of wireless telecommunication facilities as identified in Subsection 835.05(A)(2), subject to Subsection 835.05(A), provided such facilities include a transmission tower that is over 200 feet in height.	
	TYPE II	TYPE II	Utility facilities necessary for public service, including wireless telecommunication facilities not otherwise provided for in Section 401, associated transmission lines subject to ORS 215.283(1)(c)(A) or (B) and 215.276, and wetland waste water treatment systems, but not including commercial facilities for the purpose of generating electrical power for public use by sale or transmission towers over 200 feet in height.	401.05(G)(2)
	TYPE II	N	Composting operations and facilities on high value farmland.	401.05(A)(1) & (G)(3)
	N	TYPE II	Composting operations and facilities on low value farmland.	401.05(A)(1) & (G)(4)
	*NA1	C	Composting operations and facilities, subject to Section 834.	401.05(A)(1) & (G)(5)
	C	C	Transmission towers over 200 feet in height, except as otherwise provided in Section 401 for essential public communication services. Towers supporting wireless telecommunication facilities are subject to Section 835.	401.05(A)(1)
C	C	Commercial utility facilities for the purpose of generating power for public use by sale, not including wind or photovoltaic solar power generation facilities.	401.05(A)(1) & (G)(6)	

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UTILITY AND SOLID WASTE DISPOSAL FACILITY USES (cont.)	C	C	Wind power generation facilities as commercial utility facilities for the purpose of generating power for public use by sale, subject to OAR 660-033-0130(37).	401.05(A)(1)
	C	C	Photovoltaic solar power generation facilities as commercial utility facilities for the purpose of generating power for public use by sale, subject to OAR 660-033-0130(38).	401.05(A)(1)
	*NA1	C	A site for the disposal of solid waste approved by the governing body of a city or county or both and for which a permit has been granted under ORS 459.245 by the Department of Environmental Quality together with equipment, facilities, or buildings necessary for its operation.	401.05(A)(1)
	HV	LV	Use	Subject To
PARKS, PUBLIC, AND QUASI-PUBLIC USES	A	A	Land application of reclaimed water, agricultural process or industrial process water, or biosolids for agricultural, horticultural, or forest production, or for irrigation in connection with a use allowed in the EFU zoning district, subject to the issuance of a license, permit, or other approval by the Department of Environmental Quality under ORS 454.695, 459.205, 468B.050, 468B.053, or 468B.055, or in compliance with rules adopted under ORS 468(B).095.	
	A	A	Onsite filming and activities accessory to onsite filming for 45 days or less.	
	TYPE II	TYPE II	A site for the takeoff and landing of model aircraft, including such buildings or facilities as may reasonably be necessary.	401.05(H)(1)
	TYPE II	TYPE II	Public parks and playgrounds.	401.05(A)(1), (5) & (H)(2)
	TYPE II	TYPE II	Fire service facilities providing rural fire protection services.	
	TYPE II	TYPE II	Community centers.	401.05(A)(1), (5) & (H)(3)
	TYPE II	TYPE II	Living history museum.	401.05(A)(1), (5) & (H)(4)
	TYPE II	TYPE II	Firearms training facility as provided in ORS 197.770(2).	401.05(A)(5)
	TYPE II	TYPE II	Expansion of existing county fairgrounds and activities directly relating to county fairgrounds governed by county fair boards established pursuant to ORS 565.210.	401.05(A)(1)
	TYPE II	TYPE II	A county law enforcement facility that lawfully existed on August 20, 2002, and is used to provide rural law enforcement services primarily in rural areas, including parole and post-prison supervision, but not including a correctional facility as defined under ORS 162.135.	401.05(A)(1)
	*NA1	TYPE II	Churches and cemeteries in conjunction with churches, consistent with ORS 215.441, which does not include private or parochial school education for prekindergarten through grade 12 or higher education.	401.05(A)(5)

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PARKS, PUBLIC, AND QUASI-PUBLIC USES (cont.)	C	C	Operations for the extraction and bottling of water.	401.05(A)(1)
	C	C	Onsite filming and activities accessory to onsite filming for more than 45 days as provided for in ORS 215.306.	401.05(A)(1)
	*NA2	C	Public or private schools for kindergarten through grade 12, including all buildings essential to the operation of a school, primarily for residents of the rural area in which the school is located.	401.05(A)(1) & (5)
	*NA1	C	Private parks, playgrounds, hunting and fishing preserves, and campgrounds.	401.05(A)(1), (5) & (H)(5)
	*NA1	C	Golf courses.	401.05(A)(1), (5) & (H)(6)
	HV	LV	Use	Subject To
OUTDOOR GATHERINGS	A	A	An outdoor mass gathering or other gathering described in ORS 197.015(10)(d).	401.05(I)(1)
	C	C	Any outdoor gathering subject to review of the Planning Commission under ORS 433.763.	401.05(I)(2)

- ¹ The processing, compounding, or conversion of marijuana into ~~cannabinoid concentrates or~~ cannabinoid extracts is prohibited.
- ² Farming of a marijuana crop shall not be used to demonstrate compliance with the approval criteria for a dwelling. (See ORS 475B.370.)
- ³ A farm stand shall not be used for the sale, or to promote the sale, of marijuana items. (See ORS 475B.370.)
- ⁴ A commercial activity carried on in conjunction with a marijuana crop is prohibited. (See ORS 475B.370.)

401.05 APPROVAL CRITERIA FOR SPECIFIC USES

The following criteria apply to some of the uses listed in Table 401-1. The applicability of a specific criterion to a listed use is established by Table 401-1.

A. General Criteria

1. Uses may be approved only where such uses:
 - a. Will not force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; and
 - b. Will not significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.
2. The Natural Resources Conservation Service (NRCS) Web Soil Survey for Clackamas County shall be used to determine the soil classification

and soil rating for a specific lot of record for a dwelling, with the following exception:

- a. For purposes of evaluating a Lot of Record Dwelling application on high value farmland, the applicant may submit a report from a professional soils classifier whose credentials are acceptable to the Oregon Department of Agriculture that the soil class, soil rating or other soil designation should be changed; and submits a statement from the Oregon Department of Agriculture that the Director of Agriculture or the director's designee has reviewed the report and finds the analysis in the report to be soundly and scientifically based.
3. The landowner for the dwelling shall sign and record in the deed records for the County a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.
 4. An approval to construct a dwelling may be transferred to any other person after the effective date of the land use decision.
 5. No enclosed structure with a design capacity greater than 100 people, or group of structures with a total design capacity of greater than 100 people, shall be approved in connection with the use within three miles of an urban growth boundary, unless an exception is approved pursuant to ORS 197.732 and OAR chapter 660, division 4, or unless the structure is described in a master plan adopted under the provisions of OAR chapter 660, division 34.
 - a. Any enclosed structures or group of enclosed structures described in Subsection 401.05(A)(5) within a tract must be separated by at least one-half mile. For purposes of Subsection 401.05(A)(5), "tract" means a tract as defined by Subsection 401.03(U) that was in existence as of June 17, 2010.
 - b. Existing facilities wholly within a farm use zone may be maintained, enhanced, or expanded on the same tract, subject to other requirements of law, but enclosed existing structures within a farm use zone within three miles of an urban growth boundary may not be expanded beyond the requirements of Subsection 401.05(A)(5).

B. Farm and Forest Uses

1. A facility for the processing of farm crops or the production of biofuel as defined in ORS 315.141 or an establishment for the slaughter, processing or selling of poultry or poultry products pursuant to ORS 603.038 shall be

located on a farm that provides at least one-quarter of the farm crops processed at the facility. If a building is established or used for the processing facility or establishment, the farm operator may not devote more than 10,000 square feet of floor area to the processing facility or establishment, exclusive of the floor area designated for preparation, storage, or other farm use. A processing facility or establishment must comply with all applicable siting standards but the standards may not be applied in a manner that prohibits the siting of the processing facility. Any division of a lot of record that separates a processing facility or establishment from the farm operation on which it is located is prohibited.

2. A facility for the primary processing of forest products shall not seriously interfere with accepted farming practices and shall be compatible with farm uses described in ORS 215.203(2). Such facility may be approved for a one-year period that is renewable and is intended to be only portable or temporary in nature. The primary processing of a forest product, as used in Subsection 401.05(B)(2), means the use of a portable chipper or stud mill or other similar methods of initial treatment of a forest product in order to enable its shipment to market. Forest products as used in Subsection 401.05(B)(2) means timber grown upon a tract where the primary processing facility is located.

C. Residential Uses

1. A lawfully established dwelling may be altered, restored, or replaced if substantial evidence is provided that shows:
 - a. The dwelling to be altered, restored, or replaced has:
 - i. Intact exterior walls and roof structure;
 - ii. Indoor plumbing consisting of a kitchen sink, toilet, and bathing facilities connected to a sanitary waste disposal system;
 - iii. Interior wiring for interior lights; and
 - iv. A heating system; and
 - b. The dwelling was assessed as a dwelling for at least the previous five property tax years or less; and
 - c. Replacement dwellings that currently have the features described in (1)(a) and assessment in (1)(b) above may be sited on any part of the same lot or parcel.
 - d. The dwelling to be replaced must, by building permit, be removed, demolished or converted to an allowable nonresidential use:

- i. Within one year from the certified occupancy of the new dwelling;
or
 - ii. If the dwelling to be replaced is in such a state of disrepair that the structure is unsafe for occupancy or constitutes an attractive nuisance, the dwelling to be replaced must be removed within 90 days from the date a replacement permit is issued; and
 - iii. If a dwelling is removed to another off-site location, the applicant must obtain approval for the new location.
 - e. A replacement dwelling must comply with applicable building, plumbing, sanitation and other requirements relating to health and safety and to setbacks at the time of construction. However, the standards may not be applied in a manner that prohibits the siting of the replacement dwelling.
 - f. The owner of the dwelling to be replaced shall record in the deed records of the parcel that the replaced dwelling has been removed, demolished or converted.
 - g. If the dwelling to be replaced is located on a portion of the parcel that is not zoned EFU, the owner may place the new dwelling on EFU land but must record in the deed records an irrevocable deed statement prohibiting the siting of another dwelling on the non EFU portion of the parcel.
2. Separately from Subsection 401.05(C)(1), a lawfully established dwelling may be altered, restored, or replaced if, when a land use application permit is submitted and substantial evidence is provided that shows:
- a. The dwelling to be altered, restored, or replaced formerly had:
 - i. Intact exterior walls and roof structure;
 - ii. Indoor plumbing consisting of a kitchen sink, toilet, and bathing facilities connected to a sanitary waste disposal system;
 - iii. Interior wiring for interior lights; and
 - iv. A heating system; and
 - b. Under this subsection a replacement dwelling permit is a land use decision which is not subject to expiration. The replacement dwelling must have been assessed as a dwelling until the value of the dwelling was eliminated and if the value was eliminated it must be as a result of either of the following circumstances:

- i. The destruction (i.e., by fire or natural hazard), or demolition in the case of restoration of the dwelling; or
 - ii. The applicant establishes the dwelling was improperly removed from the tax rolls. “Improperly removed” means the dwelling has taxable value in its present state, or had taxable value when the dwelling was first removed from the tax roll or was destroyed by fire or natural hazard and the County stopped assessing the dwelling even though the current or former owner did not request removal of the dwelling from the tax roll.
 - c. The following siting standards shall apply when the dwelling qualifies for replacement under this subsection the replacement dwelling must be sited on the same parcel:
 - i. Using all or part of the footprint of the replaced dwelling or near a road, ditch, river, property line, forest boundary or another boundary of the parcel; and
 - ii. If possible, for the purpose of minimizing the adverse impacts on resource use of land in the area, within a concentration or cluster of structures or within 500 yards of another structure.
 - d. The dwelling to be replaced is also subject to Subsections 401.05(C)(1)(d) through (g).
3. Lot of Record Dwelling when determined to be located on Low Value Farmland, subject to the following criteria:
 - a. The lot of record on which the dwelling will be sited was lawfully created prior to January 1, 1985.
 - b. The lot of record has been under the continuous ownership of the present owner who either,
 - i. Acquired the lot of record prior to January 1, 1985, or
 - ii. Acquired the lot of record by devise or intestate succession from a person or persons who had continuously owned the property since January 1, 1985.
 - c. The tract on which the dwelling will be sited does not include a dwelling;
 - d. The lot of record on which the dwelling will be sited was not part of a tract that contained a dwelling on November 4, 1993.

- e. The proposed dwelling is not prohibited by, and will comply with, the requirements of the acknowledged Comprehensive Plan, this Ordinance and other provisions of law.
 - f. When the lot of record on which the dwelling will be sited is part of a tract, all remaining portions of the common ownership shall remain in common ownership as long as the dwelling remains as approved.
 - g. The dwelling either will not seriously interfere with the preservation of big game winter range areas identified on Comprehensive Plan Map III-2, *Scenic and Distinctive Resource Areas*, or can be adequately mitigated. Estimated impacts and appropriate mitigation measures shall be submitted by the applicant and based on the best available data and assessment methods from the appropriate agency. The Oregon Department of Fish and Wildlife (ODFW) suggests to the County that in the absence of mitigation measures, winter range is seriously impacted by residential densities which exceed one unit per 80 acres or one unit per 40 acres, if clustered within 200 feet.
4. Lot of Record Dwelling when determined to be located on High Value Farmland consisting predominantly of Class III and IV Soil, subject to the following criteria:
- a. The lot of record on which the dwelling will be sited was lawfully created prior to January 1, 1985.
 - b. The lot of record has been under the continuous ownership of the present owner who either,
 - i. Acquired the lot of record prior to January 1, 1985, or
 - ii. Acquired the lot of record by devise or intestate succession from a person or persons who had continuously owned the property since January 1, 1985.
 - c. The tract on which the dwelling will be sited does not include a dwelling.
 - d. The lot of record on which the dwelling will be sited was not part of a tract that contained a dwelling on November 4, 1993.
 - e. The proposed dwelling is not prohibited by, and will comply with, the requirements of the acknowledged Comprehensive Plan, this Ordinance and other provisions of law.

- f. When the lot of record on which the dwelling will be sited is part of a tract, all remaining portions of the common ownership land shall remain in common ownership as long as the dwelling remains as approved.
 - g. The tract is no more than 21 acres.
 - h. The tract is bordered on at least 67 percent of its perimeter by tracts that are smaller than 21 acres, and at least two such tracts had dwellings on January 1, 1993; or, the tract is bordered on at least 25 percent of its perimeter by tracts that are smaller than 21 acres, and at least four dwellings existed on January 1, 1993, within one-quarter mile of the center of the subject tract. Up to two of the four dwellings may lie within an urban growth boundary, but only if the subject tract abuts an urban growth boundary.
 - i. The dwelling either will not seriously interfere with the preservation of big game winter range areas identified on Comprehensive Plan Map III-2, *Scenic and Distinctive Resource Areas*, or the impacts can be adequately mitigated so as not to interfere. Estimated impacts and appropriate mitigation measures shall be submitted by the applicant and based on the best available data and assessment methods from the appropriate agency. ODFW suggests to the County that in the absence of impact mitigation measures, winter range is seriously considered impacted by residential densities which exceed one unit per 80 acres or one unit per 40 acres, if clustered within 200 feet.
5. Lot of Record Dwelling when determined to be located on High Value Farmland consisting predominantly of Prime, Unique, Class I or II Soils, subject to the following criteria:
- a. The lot of record on which the dwelling will be sited was lawfully created prior to January 1, 1985.
 - b. The lot of record has been under the continuous ownership of the present owner who either,
 - i. Acquired the lot of record prior to January 1, 1985, or
 - ii. Acquired the lot of record by devise or intestate succession from a person or persons who had continuously owned the property since January 1, 1985.
 - c. The tract on which the dwelling will be sited does not include a dwelling;

- d. The lot of record on which the dwelling will be sited was not part of a tract that contained a dwelling on November 4, 1993.
 - e. The proposed dwelling is not prohibited by, and will comply with, the requirements of the acknowledged Comprehensive Plan, this Ordinance and other provisions of law.
 - f. When the lot of record on which the dwelling will be sited is part of a tract, all remaining portions of the common ownership land shall remain in common ownership as long as the dwelling remains as approved.
 - g. The lot of record cannot practicably be managed for farm use, by itself or in conjunction with other land, due to extraordinary circumstances inherent in the land or its physical setting that do not apply generally to other land in the vicinity. Extraordinary circumstances include very steep slopes, deep ravines, rivers, streams, roads, railroads or utility lines or other similar natural or physical barriers that by themselves or in combination, separate the subject property from adjacent agricultural land and prevent it from being practicably managed for farm use by itself or together with adjacent or nearby farms. A parcel that has been put to farm use despite the proximity of a natural barrier or since the placement of a physical barrier shall be presumed manageable for farm use.
 - h. The dwelling will not materially alter the stability of the overall land use pattern in the area.
 - i. The dwelling either will not seriously interfere with the preservation of big game winter range areas identified on Comprehensive Plan Map III-2, *Scenic and Distinctive Resource Areas*, or can be adequately mitigated. (Estimated impacts and appropriate mitigation measures shall be submitted by the applicant and based on the best available data and assessment methods from the appropriate agency. ODFW suggests to the County that in the absence of mitigation measures, winter range is seriously impacted by residential densities which exceed one unit per 80 acres or one unit per 40 acres, if clustered within 200 feet).
6. Dwelling in conjunction with a farm use on High Value Farm Land: A primary farm dwelling for the farm operator may be allowed subject to the following criteria:
- a. The subject tract is currently employed in farm use on which the farm operator earned at least \$80,000 in gross annual income from the sale of farm products in each of the last two years or three of the last five years, or in an average of three of the last five years;

- b. Lots of record in Eastern Oregon shall not be used to qualify a dwelling under this criterion.
 - c. Except for seasonal farmworker housing approved prior to 2001, there is no other dwelling on lands designated for exclusive farm use or for mixed farm/forest use owned by the farm or ranch operator or on the farm or ranch operation.
 - d. The lot of record on which the dwelling will be sited was lawfully created;
 - e. The dwelling will be occupied by a person or persons who produced the commodities which generated the income;
 - f. In determining the gross income requirement, the cost of purchased livestock shall be deducted from the total gross annual income attributed to the tract.
 - g. Only gross income from land owned, not leased or rented, shall be counted.
 - h. Gross farm income earned from a lot of record which has been used previously to qualify another lot of record for the construction or siting of a primary farm dwelling may not be used.
 - i. Only a lot of record zoned for farm use in Clackamas County or a contiguous county may be used to meet the gross income requirements.
 - j. An irrevocable deed restriction shall be recorded with the County Clerk's Office acknowledging that all future rights to construct a dwelling on other properties used to qualify the primary farm dwelling is precluded except for accessory farm dwellings, accessory relative farm dwellings, temporary hardship dwelling or replacement dwellings, and that any gross farm income used to qualify the primary farm dwelling cannot be used again to qualify any other parcel for a primary farm dwelling.
7. Dwelling in conjunction with a farm use on Low Value Farmland: A primary farm dwelling for the farm operator may be allowed on low value farmland subject to the following criteria:
- a. The subject tract is currently employed in farm use on which the farm operator earned at least \$32,500 in gross annual income from the sale of farm products in each of the last two years or three of the last five years, or in an average of three of the last five years;

- b. Lots of record in Eastern Oregon shall not be used to qualify a dwelling under this criterion.
 - c. Except as permitted in Subsection 401.05(C)(13), there is no other dwelling on the subject tract;
 - d. The lot of record on which the dwelling will be sited was lawfully created;
 - e. The dwelling will be occupied by a person or persons who produced the commodities which generated the income;
 - f. In determining the gross income, the cost of purchased livestock shall be deducted from the total gross income attributed to the tract.
 - g. Only gross income from land owned, not leased or rented, shall be counted.
 - h. Gross farm income earned from a lot of record which has been used previously to qualify another lot of record for the construction or siting of a primary farm dwelling may not be used.
 - i. Only lots of record zoned for farm use in Clackamas County or a contiguous county may be used to meet the gross income requirements.
 - j. An irrevocable deed restriction shall be recorded with the County Clerk's Office acknowledging that all future rights to construct a dwelling on other properties used to qualify the primary farm dwelling is precluded except for accessory farm dwellings, accessory relative farm dwellings, temporary hardship dwelling or replacement dwellings, and that any gross farm income used to qualify the primary farm dwelling cannot be used to qualify any other parcel for a primary farm dwelling.
8. A dwelling customarily provided in conjunction with a commercial dairy farm, which is a dairy operation that owns a sufficient number of producing dairy animals capable of earning the gross annual income as required by Subsection 401.05(C)(6)(a) or 401.05(C)(7)(a), whichever is applicable, from the sale of fluid milk, if;
- a. The subject tract will be employed as a commercial dairy; and
 - b. The dwelling is sited on the same lot of record as the buildings required by the commercial dairy; and

- c. Except for a replacement of a lawfully established dwelling, there is no other dwelling on the subject tract; and
 - d. The dwelling will be occupied by a person or persons who will be principally engaged in the operation of the commercial dairy farm, such as the feeding, milking or pasturing of the dairy animals or other farm use activities necessary to the operation of the commercial dairy farm; and
 - e. The building permits, if required, have been issued for and construction has begun for the buildings and animal waste facilities required for a commercial dairy farm; and
 - f. The Oregon Department of Agriculture has approved the following:
 - i. A permit for a “confined animal feeding operation” under ORS 468B.050 and 468B.200 to 468B.230; and
 - ii. A Producer License for the sale of dairy products under ORS 621.072.
9. 160 Acre Test, subject to the following criteria:
- a. The parcel on which the dwelling will be located is at least 160 acres.
 - b. The subject tract is currently employed in a farm use.
 - c. The dwelling will be occupied by a person or persons who will be principally engaged in the farm use of the land, such as planting, harvesting, marketing or caring for livestock at a commercial scale.
 - d. Except as permitted in Subsection 401.05(C)(13), there is no other dwelling on the subject tract; or
10. Capability Test, subject to the following criteria:
- a. The subject tract is at least as large as the median size of those commercial farm or ranch tracts capable of generating at least \$10,000 in annual gross sales that are located within a study area which includes all tracts wholly or partially within one mile from the perimeter of the subject tract.
 - b. Lots of record in Eastern Oregon shall not be used to qualify a dwelling under this criterion.

- c. The subject tract is capable of producing at least the median level of annual gross sales of county indicator crops as the same commercial farm or ranch tracts used to calculate the tract size in Subsection 401.05(C)(10)(a).
 - d. The subject tract is currently employed for a farm use at a level capable of producing the annual gross sales required in Subsection 401.05(C)(10)(a).
 - e. The subject lot of record on which the dwelling is proposed is not less than 10 acres.
 - f. Except as permitted in Subsection 401.05(C)(13), there is no other dwelling on the subject tract.
 - g. The dwelling will be occupied by a person or persons who will be principally engaged in the farm use of the land, such as planting, harvesting, marketing or caring for livestock, at a commercial scale.
 - h. If no farm use has been established at the time of application, land use approval shall be subject to a condition that no building permit may be issued prior to the establishment of the farm use required by Subsection 401.05(C)(10)(d).
11. Dwelling not in Conjunction with a Farm Use: A dwelling for a nonfarm use may be allowed subject to the following criteria:
- a. The dwelling or activities associated with the dwelling will not force a significant change in or significantly increase the cost of accepted farming or forest practices on nearby lands devoted to farm or forest use;
 - b. The dwelling will be sited on a lot of record that is predominantly composed of Class IV through Class VIII soils that would not, when irrigated, be classified as prime, unique, Class I or Class II soils;
 - c. The dwelling will be sited on a lot of record lawfully created before January 1, 1993.
 - d. The dwelling shall not materially alter the stability of the overall land use pattern of the area. The County shall consider the cumulative impact of possible new nonfarm dwellings and parcels on other lots of record in the area similarly situated, subject to:
 - i. Identify a study area for the cumulative impacts analysis. The study area shall include at least 2,000 acres or a smaller area not

less than 1,000 acres, if the smaller area is a “distinct agricultural area” based on topography, soils types, land use pattern, or the type of farm operations or practices that distinguish it from other adjacent agricultural areas. Findings shall describe the study area, its boundaries, and the location of the subject parcel with this area, why the selected area is representative of the land use pattern surrounding the subject parcel and is adequate to conduct the analysis required by this standard. Lands zoned for rural residential or other urban or nonresource uses shall not be included in the study area; and to the extent OAR 660-033-0130(4)(a)(D)(ii) is applicable.

- ii. Identify within the study area the broad types of farm uses (irrigated or nonirrigated crops, pasture, or grazing lands), the number, location, and type of existing dwellings (farms, nonfarm, hardship, etc.), and the dwelling development trends since 1993. Determine the potential number of nonfarm/lot-of-record dwellings that could be approved under Subsections 401.05(C)(3) through (5) and (11), including identification of predominant soil classifications, the parcels created prior to January 1, 1993, and the parcels larger than the minimum lot size that may be divided to create new parcels for nonfarm dwellings under ORS 215.263(4). The findings shall describe the existing land use pattern of the study area, including the distribution and arrangement of existing uses and the land use pattern that could result from approval of the possible nonfarm dwellings.
 - iii. Determine whether approval of the proposed nonfarm dwelling together with existing nonfarm dwellings will materially alter the stability of the land use pattern in the area. The stability of the land use pattern will be materially altered if the cumulative effect of existing and potential nonfarm dwellings will make it more difficult for the existing types of farms in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland, acquire water rights or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area.
- e. The dwelling shall comply with such other conditions as the County considers necessary.
 - f. Prior to Planning Director approval for issuance of a building or manufactured dwelling permit, the applicant shall notify the County Assessor that the lot of record is no longer being used for farmland and; request the County Assessor to disqualify the lot of record for special assessment under ORS 308.370, 308.765, 321.257 to 321.381,

321.730 or 321.815 and; pay any additional tax imposed upon disqualification from special assessment. A lot of record that has been disqualified pursuant to Subsection 401.05(C)(11)(f) shall not requalify for special assessment unless, when combined with another contiguous lot of record, it constitutes a qualifying parcel.

12. Accessory Farm Dwelling – Relative: A relative farm help dwelling for a relative of the farm operator may be allowed subject to the following criteria:

- a. A relative farm help dwelling shall be located on the same lot of record as the dwelling of the farm operator and must be on real property used for farm use;
- b. The accessory farm dwelling shall be located on a lawfully created lot of record;
- c. The accessory farm dwelling shall be occupied by child, parent, stepparent, grandchild, grandparent, stepgrandparent, sibling, stepsibling, niece, nephew or first cousin, of the farm operator or the farm operator's spouse, whose assistance in the management and farm use of the existing commercial farming operation, such as planting, harvesting, marketing or caring for livestock, is required by the farm operator.
- d. The farm operator shall continue to play the predominant role in the management and farm use of the farm. A farm operator is a person who operates a farm, doing the work and making the day-to-day decision about such things as planting, harvesting, feeding and marketing.
- e. The size, type, and intensity of the farm operation shall be used to evaluate the need for the dwelling.
- f. The net income derived from the farm products shall be significant and products from the farm unit shall contribute substantially to the agricultural economy, to agricultural processors and farm markets.
- g. There are no other dwellings on the lot of record that are vacant or currently occupied by persons not working on the subject farm unit that could reasonably be used as an accessory farm dwelling.
- h. At any time the accessory farm dwelling is not used for farm help or the farm management plan is not implemented and maintained as approved in the land use application, the dwelling shall be removed, demolished or if not a manufactured dwelling, converted to a

nonresidential accessory structure (change of occupancy permit) within 90 days.

- i. Any lot of record land division or property line adjustment which results in the location of any accessory farm dwelling on a lot of record separate from the farm use property for which it has been established is prohibited.

13. Accessory Farmworker Dwellings – Year-round and Seasonal Farm Workers: An accessory farm dwelling for a nonrelative, and their immediate family unless otherwise specified, of the farm operator may be allowed subject to the following criteria:

- a. The accessory farm dwelling shall be occupied by a person or persons who will be principally engaged in the farm use of the land and on other commercial farms in the area, whose seasonal or year-round assistance in the management of the farm use, such as planting, harvesting, marketing or caring for livestock, is or will be required by the farm operator on the farm unit.
- b. The accessory farm dwelling shall be located on a lawfully created lot of record;
- c. The accessory farm dwelling shall be located:
 - i. On the same lot of record as the primary farm dwelling; or
 - ii. On the same tract as the primary farm dwelling when the lot of record on which the accessory farm dwelling will be sited is consolidated into a single parcel with all other contiguous lots of record in the tract; or
 - iii. On a lot of record on which the primary farm dwelling is not located, when the accessory farm dwelling is a manufactured dwelling and a deed restriction is filed with the County Clerk. The deed restriction shall require the manufactured dwelling to be removed when the lot of record is conveyed to another party. The manufactured dwelling may remain if it is re-approved pursuant to Section 401; or
 - iv. On any lot of record, when the accessory farm dwelling is limited to only attached multi-unit residential structures allowed by the applicable state building code or similar types of farmworker housing as that existing on the farm operation registered with the Department of Consumer and Business Services, Oregon Occupational Safety and Health Division under ORS 658.750. All

accessory farm dwellings approved under Subsection 401.05(C)(13)(c)(iv) shall be removed, demolished, or converted to a nonresidential use when farm worker housing is no longer required.

- v. On a lot of record on which the primary farm dwelling is not located, when the accessory farm dwelling is located on a lot of record at least the size of the applicable minimum lot size and the lot of record complies with the gross farm income requirements of Subsection 401.05(C)(13)(f)(i) or 401.05(C)(13)(f)(ii), whichever is applicable.
- d. There are no other dwellings on lands designated for exclusive farm use owned by the farm operator that is vacant or currently occupied by persons not working on the subject farm or ranch and that could reasonably be used as an accessory farm dwelling.
- e. All multi-unit accessory dwellings shall be consistent with the intent of the Legislative Assembly as provided in ORS 215.243.
- f. The primary farm dwelling to which the proposed dwelling would be accessory shall meet one of the following:
 - i. On Low Value Farmland, the primary farm dwelling is located on a farm operation that is currently employed for farm use, as defined in ORS 215.203, on which the farm operator earned the lower of at least \$32,500 in gross annual income from the sale of farm products or at least the midpoint of the median income range of gross annual sales of \$10,000 or more according to the 1992 Census of Agriculture, Oregon, in each of the last two years or three of the last five years or in an average of three of the last five years, or
 - ii. On land identified as High Value Farmland, the primary farm dwelling is located on a farm operation that is currently employed for farm use, as defined in ORS 215.203, on which the farm operator earned at least \$80,000 in gross annual income from the sale of farm products in each of the last two years or three of the last five years or in an average of three of the last five years.
- g. In determining the gross annual income, the cost of purchased livestock shall be deducted from the total gross income attributed to the tract.
- h. Only gross annual income from land owned, not leased or rented, shall be counted.

- i. Any proposed land division or property line adjustment of a lot of record for an accessory farm dwelling approved pursuant to Subsection 401.05(C)(13) shall not be approved. If it is determined that an accessory farm dwelling satisfies the requirements for a dwelling in conjunction with a farm use under Subsection 401.05(C)(6) or (7), a parcel may be created consistent with the minimum parcel size requirements in Subsection 401.07(A).
 - j. An accessory farm dwelling approved pursuant to Subsection 401.05(C)(13) shall not later be used to satisfy the requirements for a dwelling not provided in conjunction with farm use pursuant to Subsection 401.05(C)(11).
 - k. At any time the dwelling is not used for farm help or the farm management plan is not implemented and maintained as approved in the land use application, the dwelling shall be removed, demolished or if not a manufactured dwelling, converted to a nonresidential accessory structure (change of occupancy permit) within 90 days.
 - l. “Farmworker”, means an individual who, for an agreed remuneration or rate of pay, performs labor, temporarily or on a continuing basis, for a person in the production of farm products, planting, cultivating or harvesting of seasonal agricultural crops; or forestation or reforestation of land, including but not limited to planting, transplanting, tubing, precommercial thinning and thinning of trees or seedlings, the clearing, piling and disposal of brush and slash and other related activities.
 - m. “Farmworker Housing”, means housing limited to occupancy by farmworkers and their immediate families, and no dwelling unit of which is occupied by a relative of the owner or operator of the farmworker housing.
 - n. “Relative”, for the purposes of Subsection 401.05(C)(13), means an ancestor, lineal descendant, or whole or half sibling of the owner or operator or the spouse of the owner or operator.
 - o. “Farmworker Housing Owner”, means a person that owns farmworker housing. It does not mean a person whose interest in the farmworker housing is that of a holder of a security interest in the housing.
14. Dwelling in conjunction with a farm use on Low or High Value Farmland, whichever is applicable: A primary farm dwelling for the farm operator may be allowed subject to the following criteria:

- a. Within the previous two years, the applicant owned and operated a different farm or ranch operation that earned the gross farm income as provided in 401.05(C)(6)(a) or 401.05(C)(7)(a), whichever is applicable, in each of the last five years or four of the last seven years.
 - b. The subject parcel on which the dwelling will be located is:
 - i. Currently employed for the farm use, that produced in each of the last two years or three of the last five years, or in an average of three of the last five years the gross farm income as provided in 401.05(C)(6)(a) or 401.05(C)(7)(a); and
 - ii. The parcel is at least 80 acres.
 - c. Except for seasonal farmworker housing approved prior to 2001, there is no other dwelling on the subject tract.
 - d. The dwelling will be occupied by a person or persons who produced the commodities that grossed the income as provided in subsection 401.05(C)(14)(a).
 - e. In determining the gross income the cost of purchased livestock shall be deducted from the total gross income attributed to the tract.
 - f. Only gross income from land owned, not leased or rented, shall be counted.
15. One manufactured dwelling, residential trailer, or recreational vehicle, in conjunction with an existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative of the resident. Within three months of the end of the hardship, the manufactured dwelling, residential trailer, or recreational vehicle shall be removed or demolished. A temporary residence approved under Subsection 401.05(C)(15) is not eligible for replacement under Subsection 401.05(C)(1) and (2) as a permanent dwelling. On-site sewage disposal system review and removal requirements through the Septic and Onsite Wastewater Program also apply.

D. Commercial Uses

1. The home occupation shall not unreasonably interfere with other uses permitted in the EFU zoning district and shall not be used as justification for a zone change.
2. A landscape contracting business, as defined in ORS 671.520, or a business providing landscape architecture services, as described in ORS

671.318, if the business is pursued in conjunction with the growing and marketing of nursery stock on the land that constitutes farm use.

3. A single agri-tourism or other commercial event or activity in a calendar year that is personal to the applicant and is not transferrable by sale of the tract, subject to ORS 215.239, 215.283(4)(a), and (6) and the following:
 - a. Agri-tourism events shall not include any mass gatherings or other outdoor gatherings; and
 - b. Agri-tourism events shall be “incidental and subordinate” to existing farm use on the tract. Incidental and subordinate means that the event or activity is strictly secondary and ancillary to on-site commercial farm uses or the commercial agricultural enterprises in the area in terms of income generated, area occupied, and off-site impacts; and
 - c. “Agri-tourism”, means a commercial event or activity that is logically, physically, and/or economically connected to and supports an existing on-site farm operation and promotes the practice of agriculture.
4. Agri-tourism for up to six events or other commercial events or activities in a calendar year that is personal to the applicant and is not transferrable by sale of the tract, subject to ORS 215.239, 215.283(4)(c), and (6) and the following:
 - a. Agri-tourism events shall not include any mass gatherings or other outdoor gatherings; and
 - b. Agri-tourism events shall be “incidental and subordinate” to existing farm use on the tract. Incidental and subordinate means that the event or activity is strictly secondary and ancillary to on-site commercial farm uses or the commercial agricultural enterprises in the area in terms of income generated, area occupied, and off-site impacts; and
 - c. “Agri-tourism”, means a commercial event or activity that is logically, physically, and/or economically connected to and supports an existing on-site farm operation and promotes the practice of agriculture.
5. A winery bed and breakfast facility as provided for in ORS 215.452 and 215.453 as a home occupation subject to ORS 215.448, on the same tract as a winery and in association with the winery, and the following:
 - a. May prepare and serve two meals per day to registered guests of the bed and breakfast facility; and
 - b. Meals may be served at the bed and breakfast facility or at the winery.

6. Up to 18 agri-tourism or other commercial events or activities in a calendar year, on a minimum 80 acre lot of record, subject to ORS 215.239, 215.283(4)(d), (5), and (6) and the following:
 - a. Agri-tourism events shall not include any mass gatherings or other outdoor gatherings, and
 - b. Agri-tourism events shall be “incidental and subordinate” to existing farm use on the tract. Incidental and subordinate means that the event or activity is strictly secondary and ancillary to on-site commercial farm uses or the commercial agricultural enterprises in the area in terms of income generated, area occupied, and off-site impacts; and
 - c. “Agri-tourism”, means a commercial event or activity that is logically, physically and/or economically connected to and supports an existing on-site farm operation and promotes the practice of agriculture.
7. An aerial fireworks display business that has been in continuous operation at its current location within an exclusive farm use zone since December 31, 1986, and possesses a wholesaler’s permit to sell or provide fireworks.
 - a. As part of the conditional use approval process, for the purpose of verifying the existence, continuity, and nature of the business, representatives of the business may apply to the County and submit evidence including, but not limited to, sworn affidavits or other documentary evidence that the business qualifies. Alteration, restoration, or replacement of an aerial fireworks display business may be altered, restored, or replaced pursuant to Section 1206.
8. Dog training classes, which may be conducted outdoors or in preexisting farm buildings that existed on January 1, 2013, when:
 - a. The number of dogs participating in training does not exceed 10 dogs per training class; and
 - b. The number of training classes to be held on-site does not exceed six per day.
9. Dog testing trials, which may be conducted outdoors or in preexisting farm buildings that existed on January 1, 2013, when:
 - a. The number of dogs participating in a testing trial does not exceed 60; and

- b. The number of testing trials to be conducted on-site is limited to four or fewer trials per calendar year.

E. Mineral, Aggregate, Oil, and Gas Uses

- 1. Mineral, Aggregate, Oil and Gas Uses: Pursuant to ORS 215.298 a land use permit is required for mining more than 1000 cubic yards of material or excavation preparatory to mining of a surface area of more than one acre. A permit for mining of aggregate shall be issued only for a site included on an inventory acknowledged in the Comprehensive Plan for the following:
 - a. Operations conducted for mining, crushing, or stockpiling of aggregate and other mineral and other subsurface resources, subject to ORS 215.298.
 - b. Processing as defined by ORS 517.750 of aggregate into asphalt or Portland cement; and
 - i. New uses that batch and blend mineral and aggregate into asphalt cement may not be authorized within two miles of a planted vineyard. Planted vineyard means one or more vineyards totaling 40 acres or more that are planted as of the date the application for batching and blending is filed.
 - c. Processing of other mineral resources and other subsurface resources.
 - d. Operations conducted for mining and processing of geothermal resources as defined by ORS 522.005 and oil and gas as defined by ORS 520.005 not otherwise permitted under Section 401.

F. Transportation Uses

- 1. Roads, highways and other transportation facilities, and improvements not otherwise allowed under Section 401 may be established, subject to the adoption of an exception to Goal 3, Agricultural Lands, and to any other applicable goal with which the facility or improvement does not comply. In addition, transportation uses and improvements may be authorized under conditions and standards as set forth in OAR 660-012-0035 and 660-012-0065.
- 2. A personal-use airport means an airstrip restricted, except for aircraft emergencies, to use by the owner, and, on an infrequent and occasional basis, by invited guests, and by commercial aviation activities in connection with agricultural operations. No aircraft may be based on a personal-use airport other than those owned or controlled by the owner of

the airstrip. Exceptions to the activities allowed under this definition may be granted through waiver action by the Oregon Department of Aviation in specific instances. A personal-use airport lawfully existing as of September 13, 1975, shall continue to be allowed subject to any applicable rules of the Oregon Department of Aviation.

G. Utility and Solid Waste Disposal Facility Uses

1. Wind energy power production systems as an accessory use, provided:
 - a. The system is not a commercial power generating facility;
 - b. No turbine has an individual rated capacity of more than 100kW, nor does the cumulative total rated capacity of the turbines comprising the installation exceed 100 kW;
 - c. The system complies with the Oregon Department of Environmental Quality noise standards otherwise applicable to commercial and industrial uses for quiet areas, measured at the nearest property line of the noise-sensitive use. This may be demonstrated through information provided by the manufacturer;
 - d. The system is prohibited if tower lighting for aviation safety is required;
 - e. The system will be located outside an urban growth boundary on a minimum of one acre;
 - f. The system does not exceed 150 feet in height from base to the height of the tower plus one blade;
 - g. The system is set back a distance not less than the tower height plus one blade from all property lines; and
 - h. Roof mounted system towers shall extend no more than an additional five feet above the highest ridge of a building's roof or 15 feet above the highest eave, whichever is higher, but shall not exceed 150 feet in height from finished grade.
2. A utility facility necessary for public service may be established as provided in ORS 215.275 and 215.276. A facility is necessary if it must be situated in an agricultural zone in order for the service to be provided. An associated transmission line for a utility facility is subject to OAR 660-033-0130(16)(b).
3. Composting operations and facilities allowed on high-value farmland, subject to the following:

- a. Composting operations and facilities on high value farmland must:
 - i. Compost only on-farm produced compostable materials; or
 - ii. Compost only off-site materials and use all on-site generated compost for on-farm production in conjunction with, and auxiliary to, the farm use on the subject tract; or
 - iii. Compost any off-site materials with on-farm produced compostables and use all on site generated compost for on-farm production in conjunction with, and auxiliary to, the farm use on the subject tract; and
 - iv. Be an accepted farming practice in conjunction with and auxiliary to farm use on the subject tract; meaning that if off-site materials are added to on-farm produced compostables, the total amount of compost generated by the operation or facility does not exceed the amount of compost reasonably anticipated to be used on the subject tract; and
 - v. Limit buildings and facilities used in conjunction with the composting operation to those required for the operation of the subject facility; and
 - vi. Meet the performance and permitting requirements of the Department of Environmental Quality (DEQ) under OAR 340-093-0050 and 340-096-0060.b. Excess compost from operations and facilities on high value farmland may only be sold or transported if:
 - i. The operation or facility does not use off-site materials; and
 - ii. It is sold or transported to neighboring farm operations within two and one-half miles of the subject tract; and
 - iii. It is sold or transported in bulk loads of not less than one unit (7.5 cubic yards) in size that are transported in one vehicle.
4. Composting operations and facilities allowed on low-value farmland that constitute accepted farming practices in conjunction with and auxiliary to farm use on the subject tract, subject to Subsection 401.05(G)(3).
5. Composting operations and facilities allowed on low value farmland that do not constitute accepted farming practices and are not in conjunction with and auxiliary to an on-site farm use on the subject tract shall be subject to Section 834.

6. Commercial utility facilities for the purpose of generating power for public use by sale, but not including wind power or photovoltaic solar power generation. A power generation facility shall not preclude more than 12 acres on High Value Farmland, or more than 20 acres on Low Value Farmland, from use as a commercial agricultural enterprise unless an exception is taken pursuant to Oregon Administrative Rule 660, Division 4; and
 - a. Permanent features of a power generation facility shall not preclude more than 12 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to ORS 197.732 and OAR chapter 660, division 4. A power generation facility may include on-site and off-site facilities for temporary workforce housing for workers constructing a power generation facility. Such facilities must be removed or converted to an allowed use under OAR 660-033-0130(19) (a private campground) or other statute or rule when the project construction is complete. Temporary workforce housing facilities not included in the initial approval may be considered through a minor amendment request. A minor amendment request shall be subject to 401.05(A)(1) and shall have no effect on the original approval.

H. Parks, Public, and Quasi-public Uses

1. Buildings and facilities associated with a site for the takeoff and landing of model aircraft shall not be more than 500 square feet in floor area or placed on a permanent foundation unless the building or facility preexisted the use approved under Subsection 401.05(H)(1). The site shall not include an aggregate surface or hard surface area unless the surface preexisted the use approved under Subsection 401.05(H)(1). An owner of property used for the purpose authorized in Subsection 401.05(H)(1) may charge a person operating the use on the property rent for the property. An operator may charge users of the property a fee that does not exceed the operator's cost to maintain the property, buildings and facilities. As used in Subsection 401.05(H)(1), "model aircraft" means a small-scale version of an airplane, glider, helicopter, dirigible or balloon that is used or intended to be used for flight and is controlled by radio, lines, or design by a person on the ground.
2. Public parks including only the uses specified under OAR 660-034-0035 or 660-034-0040, whichever is applicable. A public park may be established consistent with the provisions of ORS 195.120.
3. Community centers owned by a governmental agency or a nonprofit community organization and operated primarily by and for residents of the local rural community. A community center authorized under Subsection 401.05(H)(3) may provide services to veterans, including but not limited

to emergency and transitional shelter, preparation and service of meals, vocational and educational counseling and referral to local, state or federal agencies providing medical, mental health, disability income replacement and substance abuse services, only in a facility that is in existence on January 1, 2006. The services may not include direct delivery of medical, mental health, disability income replacement or substance abuse services.

4. "Living History Museum" means a facility designed to depict and interpret everyday life and culture of some specific historic period using authentic buildings, tools, equipment and people to simulate past activities and events. As used in Subsection 401.05(H)(4), a living history museum shall be related to resource based activities and shall be owned and operated by a governmental agency or a local historical society. A living history museum may include limited commercial activities and facilities that are directly related to the use and enjoyment of the museum and located within authentic buildings of the depicted historic period or the museum administration building, if areas other than an exclusive farm use zone cannot accommodate the museum and related activities or if the museum administration buildings and parking lot are located within one quarter mile of an urban growth boundary. "Local historical society" means the local historical society, recognized as such by the county governing body and organized under ORS chapter 65.
5. Private parks, playgrounds, hunting and fishing preserves, and campgrounds. A campground is an area devoted to overnight temporary use for vacation, recreational, or emergency purposes, but not for residential purposes and is established on a site or is contiguous to lands with a park or other outdoor natural amenity that is accessible for recreational use by the occupants of the campground.
 - a. Except on a lot of record contiguous to a lake or reservoir, private campgrounds shall not be allowed within three miles of an urban growth boundary unless an exception is approved pursuant to ORS 197.732 and OAR Chapter 660, Division 4.
 - b. A campground shall be designed and integrated into the rural agricultural and forest environment in a manner that protects the natural amenities of the site and provides buffers of existing native trees and vegetation or other natural features between campsites.
 - c. Campsites may be occupied by a tent, travel trailer, yurt, or recreational vehicle.
 - d. Separate sewer, water, or electric service hook-ups shall not be provided to individual campsites except that electrical service may be provided to yurts allowed for by Subsection 401.05(H)(6)(g).

- e. Campgrounds authorized by Subsection 401.05(H)(6) shall not include intensively developed recreational uses such as swimming pools, tennis courts, retail stores, or gas stations.
 - f. Overnight temporary use in the same campground by a camper or camper's vehicle shall not exceed a total of 30 days during any consecutive six-month period.
 - g. A private campground may provide yurts for overnight camping. No more than one-third or a maximum of 10 campsites, whichever is smaller, may include a yurt. The yurt shall be located on the ground or on a wood floor with no permanent foundation. As used in Subsection 401.05(H)(6), "yurt" means a round, domed shelter of cloth or canvas on a collapsible frame with no plumbing, sewage disposal hook-up, or internal cooking appliance.
6. Golf courses, on land determined not to be high value farmland, as defined in ORS 195.300, subject to OAR 660-033-0130(20).

I. Outdoor Gatherings

- 1. An outdoor mass gathering as defined in ORS 433.735 or other gathering of 3,000 or fewer persons that is not anticipated to continue for more than 120 hours in any three-month period. Agri-tourism and other commercial events or activities may not be permitted as mass gatherings under ORS 215.283(4).
- 2. Any outdoor gathering of more than 3,000 persons that is anticipated to continue for more than 120 hours in any three-month planning period is subject to review by the Planning Commission under the provisions of ORS 433.763. Outdoor gatherings may not include agri-tourism events or activities.

J. Nonconforming Uses

- 1. Existing facilities wholly within a farm use zone may be maintained, enhanced, or expanded on the same tract, subject to other requirements of law. An existing golf course may be expanded consistent with the requirements of Subsection 401.05(A)(1) and OAR 660-033-0130(20), but shall not be expanded to contain more than 36 total holes.
- 2. In addition to and not in lieu of the authority in Section 1206 to continue, alter, restore, or replace a nonconforming use, schools as formerly allowed pursuant to ORS 215.283(1)(a), as in effect before January 1, 2010, the effective date of 2009 Oregon Laws, chapter 850, section 14, may be expanded subject to:

- a. The requirements of Subsection 401.05(J)(3); and
 - b. Conditional approval as provided in Subsection 401.05(A)(1).
3. A nonconforming use described in Subsection 401.05(J)(2) may be expanded if:
- a. The use was established on or before January 1, 2009; and
 - b. The expansion occurs on:
 - i. The lot of record on which the use was established on or before January 1, 2009; or
 - ii. A lot of record that is contiguous to the lot of record described in Subsection 401.05(J)(3)(b)(i) and that was owned by the applicant on January 1, 2009.

401.06 PROHIBITED USES

Uses of structures and land not specifically permitted are prohibited.

401.07 DIMENSIONAL STANDARDS

- A. Minimum Lot Size: New lots of record shall be a minimum of 80 acres in size, except as provided in Subsection 401.09 or as modified by Section 902. For the purpose of complying with the minimum lot size standard, lots of record that front on existing county or public roads may include the land area between the front property line and the middle of the road right-of-way.
- B. Minimum Front Yard Setback: 30 feet.
- C. Minimum Side Yard Setback: 10 feet.
- D. Minimum Rear Yard Setback: 30 feet; however, accessory structures shall have a minimum rear yard setback of 10 feet.
- E. Exceptions: Dimensional standards are subject to modification pursuant to Section 900.
- F. Variances: The requirements of Subsections 401.07(B) through (D) may be modified pursuant to Section 1205.

401.08 DEVELOPMENT STANDARDS

- A. Manufactured Dwelling Parks: Redevelopment of a manufactured dwelling park with a different use shall require compliance with Subsection 825.03.

401.09 LAND DIVISIONS

- A. Land divisions that are prohibited under OAR 660-033-0100(8) and (9):
1. A land division that separates a temporary dwelling for care, relative farm help dwelling, home occupation or processing facility from a parcel on which the primary residential or other primary use exists is prohibited.
 2. A land division of a parcel created before January 1, 1993, on which a nonfarm dwelling was approved is prohibited.
- B. Land divisions are permitted, if consistent with one of the following options and Oregon Revised Statutes (ORS) Chapter 92. A land division pursuant to Subsection 401.09(C) shall require review of a Type I application pursuant to Section 1307. A land division pursuant to Subsection 401.09(D), (E), (F), (G), or (H) shall require review of a Type II application pursuant to Section 1307.
- C. 80-Acre Minimum Lot Size Land Divisions: A land division may be approved, if each new lot of record is a minimum of 80 acres in size, as established by Subsection 401.07(A).
- D. Nonfarm Use Land Divisions: A land division creating parcels less than 80 acres in size may be approved for a fire service facility and for nonfarm uses, except dwellings, set out in ORS 215.283(2), if the parcel for the fire service facility or nonfarm use is not larger than the minimum size necessary for the use.
- E. Nonfarm Dwelling Land Divisions: Lots of record less than 80 acres in size may be approved, subject to the following criteria:
1. The originating lot of record is at least 80 acres, and is not stocked to the requirements under ORS 527.610 to 527.770;
 2. The lot of record is composed of at least 95% Class VI through Class VIII agricultural soils, and composed of at least 95% soils not capable of producing 50 cubic feet per acre per year of wood fiber;
 3. The new lot of record for a dwelling will not be smaller than 20 acres; and
 4. No new lot of record may be created until the criteria in Subsections 401.05(C)(11)(a), (b), (d), (e), and (f) for a dwelling are satisfied.
- F. Parks/Open Space/Land Conservation Land Divisions: A land division for a provider of public parks or open space, or a not-for-profit land conservation organization, may be approved subject to ORS 215.263(10) and Subsection 401.05(A)(1).

- G. Historic Property Land Divisions: A land division may be approved to create a parcel with an existing dwelling to be used for historic property that meets the requirements of a Replacement Dwelling under Subsection 401.05(C)(1)(a) and the dwelling has been listed in county inventory as described in ORS 358.480.
- H. A division of a lot of record may occur along an urban growth boundary where the parcel remaining outside the urban growth boundary is zoned for agricultural uses and is smaller than the minimum parcel size, provided that:
 - a. If the parcel contains a dwelling, the parcel must be large enough to support continued residential use.
 - b. If the parcel does not contain a dwelling, it:
 - i. Is not eligible for siting a dwelling, except as may be authorized under ORS 195.120 for state and local parks.
 - ii. May not be considered in approving or denying an application for any other dwelling; and
 - iii. May not be considered in approving a redesignation or rezoning of agricultural lands, except to allow a public park, open space or other natural resource use.

401.10 SUBMITTAL REQUIREMENTS

In addition to the submittal requirements identified in Subsection 1307.07(C), an application for any use requiring review of a Type I, II, or III application shall include an accurate site plan drawn to scale on eight-and-one-half-inch by 11-inch or eight-and-one-half-inch by 14-inch paper, showing the subject property and proposal. In addition, applications for farm dwellings requiring a justification of income shall include tax forms, farm receipts, or other appropriate documentation demonstrating the income produced from the subject property.

401.11 APPROVAL PERIOD AND TIME EXTENSION

- A. Approval Period: Approval of a Type I, II, or III application is valid for four years from the date of the final written decision. If the County’s final written decision is appealed, the approval period shall commence on the date of the final appellate decision. During this four-year period, the approval shall be implemented. “Implemented” means:
 - 1. For a land division, the final plat shall be recorded with the County Clerk. If a final plat is not required under Oregon Revised Statutes Chapter 92, deeds with the legal descriptions of the new parcels shall be recorded with the County Clerk; or

2. For all other applications, a building or manufactured dwelling placement permit for a new primary structure that was the subject of the application shall be obtained and maintained. If no building or manufactured dwelling placement permit is required, all other necessary County development permits shall be obtained and maintained.

B. Time Extension: If the approval of a Type I, II, or III application is not implemented within the initial approval period established by Subsection 401.11(A), a two-year time extension may be approved pursuant to Section 1310.

C. Subsections 401.11(A) and (B) do not apply to home occupations or conditional uses, which shall be subject to any applicable approval period and time extension provisions of Sections 822 or 1203, respectively.

[Amended by Ord. ZDO-224, 5/31/11; Amended by Ord. ZDO-230, 9/26/11; Amended by Ord. ZDO-234, 6/7/12; Amended by Ord. ZDO-241, 1/1/13; Amended by Ord. ZDO-247, 3/1/14; Amended by Ord. ZDO-248, 10/13/14; Amended by Ord. ZDO-254, 1/4/16; Amended by Ord. ZDO-262, 5/23/17; Amended by Ord. ZDO-263, 5/23/17]

407 AG/FOREST DISTRICT (AG/F)

407.01 PURPOSE

Section 407 is adopted to implement the policies of the Comprehensive Plan for Forest and Agriculture areas.

407.02 APPLICABILITY

Section 407 applies to land in the Ag/Forest (AG/F) District.

407.03 DEFINITIONS

The definitions set forth in Subsections 401.03 and 406.03 apply to Section 407. Unless specifically defined in Subsection 401.03, Subsection 406.03, or Section 202, *Definitions*, words or phrases used in Section 407 shall be interpreted to give them the same meaning as they have in common usage and to give Section 407 its most reasonable application.

407.04 USES PERMITTED

Uses permitted in the Ag/Forest District are listed in Table 407-1, *Permitted Uses in the AG/F District*.

A. As used in Table 407-1:

1. "A" means the use is allowed.
2. "Type I" means the use requires review of a Type I application, pursuant to Section 1307, *Procedures*.
3. "Type II" means the use requires review of a Type II application pursuant to Section 1307, *Procedures*.
4. "Type III" means the use requires review of a Type III application, pursuant to Section 1307, *Procedures*.
5. "C" means the use is a conditional use, approval of which is subject to Section 1203, *Conditional Uses*.
6. The "Subject To" column identifies any specific provisions of Subsection 401.05 or 406.05 to which the use is subject.
7. Numbers in superscript correspond to the notes that follow Table 407-1.

B. Permitted uses are subject to the applicable provisions of Subsection 406.07, *Dimensional Standards*; Subsection 406.08, *Development Standards*; Section 1000, *Development Standards*; and Section 1100, *Development Review Process*.

Table 407-1: Permitted Uses in the AG/F District

	Type	Use	Subject To
FARM AND FOREST USES	A	Forest operations or forest practices including, but not limited to, reforestation of forest land, road construction and maintenance, harvesting of a forest tree species, application of chemicals and disposal of slash where such uses pertain to forest uses and operations. Inside the Portland Metropolitan Urban Growth Boundary, refer to Subsection 1002.03 regarding a development restriction that may apply if excessive tree removal occurs.	
	A	Temporary on-site structures which are auxiliary to and used during the term of a particular forest operation.	
	A	Physical alterations to the land auxiliary to forest practices including, but not limited to, those made for the purposes of exploration, mining, commercial gravel extraction and processing, landfills, dams, reservoirs, road construction, or recreational facilities.	
	A	Farm use as defined in ORS 215.203. Marijuana production is subject to Section 841.	
	A	Uses and structures customarily accessory and incidental to a farm or forest use, only if the primary farm or forest use exists.	
	TYPE II	Temporary portable facility for the primary processing of forest products.	406.05(B)(1)
	TYPE II	A facility for the processing of farm crops or the production of biofuel as defined in ORS 315.141. Marijuana processing is subject to Section 841. ¹	401.05(B)(1)
	C	Permanent facility for the primary processing of forest products.	406.05(A)(1), (6) & (B)(2)
	C	Permanent facilities for logging equipment repair and storage.	406.05(A)(1) & (6)
	C	Log scaling and weigh stations.	406.05(A)(1) & (6)
	Type	Use	Subject To
NATURAL RESOURCE USES	A	Uninhabitable structures accessory to fish and wildlife enhancement.	
	A	Creation of, restoration of, or enhancement of wetlands.	
	TYPE II	The propagation, cultivation, maintenance, and harvesting of aquatic species that are not under the jurisdiction of the Oregon Fish and Wildlife Commission.	401.05(A)(1)
	C	Forest management research and experimentation facilities.	406.05(A)(1) & (C)(1)
	Type	Use	Subject To
RESIDENTIAL USES	A	Uses and structures customarily accessory and incidental to a dwelling, only if a lawfully established dwelling exists.	
	A	Alteration, restoration, or replacement of a lawfully established dwelling.	406.05(D)(1)

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	Type	Use	Subject To
<u>RESIDENTIAL USES (cont.)</u>	TYPE II	Replacement dwelling to be used in conjunction with farm use if the existing dwelling has been listed in a County inventory as historic property and listed on the National Register of Historic Places. ²	401.05(A)(3)
	TYPE II	Forest Lot of Record Dwelling on land that was predominantly forest on January 1, 1993.	406.05(A)(3), (4), (5) & (D)(2)
	TYPE II	Agricultural Lot of Record Dwelling on Low Value Farmland that was predominantly agriculture on January 1, 1993.	401.05(A)(2), (3), (4) & (C)(3)
	TYPE II	Agricultural Lot of Record Dwelling on Class III or IV High Value Farmland that was predominantly agriculture on January 1, 1993.	401.05(A)(2), (3), (4) & (C)(4)
	TYPE III	Agricultural Lot of Record Dwelling on Class I or II High Value Farmland that was predominantly agriculture on January 1, 1993.	401.05(A)(2), (3), (4) & (C)(5)
	TYPE II	Agricultural Dwelling in conjunction with a farm use on High Value Farmland that was predominantly agriculture on January 1, 1993. ²	401.05(A)(3) & (C)(6)
	TYPE II	Agricultural Dwelling in conjunction with a farm use on Low Value Farmland on land that was predominantly agriculture on January 1, 1993. ²	401.05(A)(3) & (C)(7)
	TYPE II	Agricultural Dwelling customarily provided in conjunction with a commercial dairy farm on land that was predominantly agriculture on January 1, 1993.	401.05(A)(3) & (C)(8)
	TYPE II	Agricultural 160 acre test on low value farmland for a dwelling on land that was predominantly agriculture on January 1, 1993. ²	401.05(A)(3), (4) & (C)(9)
	TYPE II	Agricultural Capability test on low value farmland for a dwelling on land that was predominantly agriculture on January 1, 1993. ²	401.05(A)(3), (4) & (C)(10)
	TYPE II	Agricultural Nonfarm dwelling on land that was predominantly agriculture on January 1, 1993.	401.05(A)(3), (4) & (C)(11)
	TYPE II	Agricultural Accessory farmworker dwelling for a relative on land that was predominantly agriculture on January 1, 1993. ²	401.05(A)(3) & (C)(12)
	TYPE II	Agricultural Accessory farmworker dwelling for year-round and seasonal farm workers on land that was predominantly agriculture on January 1, 1993. ²	401.05(A)(3) & (C)(13)
	TYPE II	Agricultural Dwelling on Low or High Value Farmland to be owned and operated by a different farm operator on at least 80 acres.	401.05(A)(3) & (C)(14)
	TYPE II	Forest Template Test Dwelling on land that was predominantly forest on January 1, 1993.	406.05(A)(3), (4), (5) & (D)(3)
	TYPE II	160 Acre Forest Dwelling on land that was predominantly forest on January 1, 1993.	406.05(A)(3), (4), (5) & (D)(4)
	TYPE II	200 Acre Noncontiguous Tract Forest Dwelling on land that was predominantly forest on January 1, 1993.	406.05(A)(3), (4), (5) & (D)(5)
	TYPE II	Caretaker residences for public parks and public fish hatcheries.	406.05(A)(2) & (5)

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RESIDENTIAL USES (cont.)	TYPE II	Temporary forest labor camp, subject to Subsection 1204.01, for a period not to exceed one year.		
	TYPE II	Temporary dwelling for care, subject to Subsection 1204.03.	406.05(A)(1), (2) & (D)(6)	
	TYPE II	Room and board arrangements for a maximum of five unrelated persons in existing dwellings.	401.05(A)(1) & (3)	
	TYPE II	Residential home or facility as defined in ORS 197.660, in existing dwellings.	401.05(A)(1) & (3)	
		Type	Use	Subject To
COMMERCIAL USES	A	Family daycare provider.		
	A	Dog training classes.	401.05(D)(8)	
	A	Dog testing trials.	401.05(D)(9)	
	TYPE I	A license for a winery to carry out the first six of 18-day agri-tourism and other commercial events, subject to ORS 215.237 and 215.452(6)(a).		
	TYPE II	Farm stands, subject to OAR 660-033-0130(23) and ORS 215.283(1)(o). ³		
	TYPE II	Home occupation, subject to Section 822.	406.05(A)(1), (2), (5) & (E)(1)	
	TYPE II	A landscape contracting business.	401.05(A)(1) & (D)(2)	
	TYPE II	Agri-tourism single event.	401.05(A)(1) & (D)(3)	
	TYPE II	Agri-tourism for up to 6 events or activities.	401.05(A)(1) & (D)(4)	
	TYPE II	A winery as described in and subject to ORS 215.452 or 215.453, whichever is applicable, but not a restaurant open more than 25 days per calendar year.		
	TYPE II	A bed and breakfast facility as a home occupation in association with a winery, subject to ORS 215.448, as provided in ORS 215.452 or 215.453, whichever is applicable.	401.05(A)(1) & (D)(5)	
	TYPE II	A large winery with a restaurant in conjunction with a winery as described in ORS 215.453 that is open to the public for more than 25 days in a calendar year or; agri-tourism or other commercial events in conjunction with a winery as described in ORS 215.453 that occur on more than 25 days in a calendar year.	401.05(A)(1)	
	TYPE II	Winery agri-tourism or other commercial events for days seven through 18 of the 18-day limit, subject to ORS 215.237 and 215.452(6)(c).		
	C	Home occupation to host events, subject to Section 806.	406.05(A)(1), (2), (5) & (E)(1)	
	C	Commercial activities in conjunction with farm use, including the processing of farm crops into biofuel that exceeds the standards of ORS 215.203(2)(b)(K) or Subsection 401.05(B)(1). ⁴	401.05(A)(1)	
	C	Agri-tourism additional events not to exceed 18 events on a minimum of 80 acres.	401.05(A)(1) & (D)(6)	
	C	Private accommodations for fishing on a temporary basis.	406.05(A)(1), (2), (5) & (E)(2)	

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COMMERCIAL USES (cont.)	C	Private seasonal accommodations for fee based hunting.	406.05(A)(1), (5) & (E)(3)
	C	An aerial fireworks display business.	401.05(A)(1) & (D)(7)
	C	Commercial dog boarding kennels.	401.05(A)(1)
	C	Dog training classes or testing trials that cannot be established under Subsection 401.05(D)(8) or (9).	401.05(A)(1)
	Type	Use	Subject To
MINERAL, AGGREGATE, OIL, AND GAS USES	A	Exploration for mineral and aggregate resources as defined in ORS Chapter 517 and subject to the requirements of the Department of Geology and Mineral Industries.	
	A	Operations for the exploration for, and production of, geothermal resources as defined by ORS 522.005 and oil and gas as defined by ORS 520.005, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to a wellhead. Any activities or construction relating to such operations shall not be a basis for an exception under ORS 197.732(1)(a) or (b).	
	A	Operations for the exploration for minerals as defined by ORS 517.750. Any activities or construction relating to such operations shall not be a basis for an exception under ORS 197.732(1)(a) or (b).	
	C	Operations conducted for mining, crushing, or stockpiling of aggregate and other mineral and other subsurface resources subject to ORS 215.298.	401.05(A)(1), (E)(1) & (E)(1)(a)
	C	Processing as defined by ORS 517.750 of aggregate into asphalt or Portland cement.	401.05(A)(1), (E)(1) & (E)(1)(b)
	C	Processing of other mineral resources and other subsurface resources.	401.05(A)(1), (E)(1) & (E)(1)(c)
	C	Operations conducted for mining and processing of geothermal resources as defined by ORS 522.005 and oil and gas as defined by ORS 520.005 not otherwise permitted under Section 407.	401.05(A)(1), (E)(1) & (E)(1)(d)
	C	Mining and processing of oil, gas, or other subsurface resources.	406.05(A)(1), (6) & (F)(1)
	C	Exploration for and production of geothermal, gas, and oil.	406.05(A)(1), (6) & (F)(2)

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	Type	Use	Subject To
TRANSPORTATION USES	A	Widening of roads within existing rights-of-way in conformance with Chapter 5 of the Comprehensive Plan.	
	A	Climbing and passing lanes within the right of way existing as of July 1, 1987.	
	A	Reconstruction or modification of public roads and highways, including the placement of utility facilities overhead and in the subsurface of public roads and highways along the public right-of-way, but not including the addition of travel lanes, where no removal or displacement of buildings would occur, or no new land parcels result.	
	A	Temporary public road and highway detours that will be abandoned and restored to original condition or use at such time as no longer needed.	
	A	Minor betterment of existing public road and highway related facilities such as maintenance yards, weigh stations, and rest areas, within right of way existing as of July 1, 1987, and contiguous public-owned property utilized to support the operation and maintenance of public roads and highways.	
	TYPE II	Parking of up to seven dump trucks and seven trailers, subject to ORS 215.311.	406.05(A)(1)
	TYPE II	Parking of no more than seven log trucks, subject to ORS 215.311.	401.05(A)(1)
	TYPE II	Construction of additional passing and travel lanes requiring the acquisition of right-of-way but not resulting in the creation of new land parcels.	406.05(A)(1)
	TYPE II	Reconstruction or modification of public roads and highways involving the removal or displacement of buildings but not resulting in the creation of new land parcels.	406.05(A)(1)
	TYPE II	Improvement of public roads and highway-related facilities, such as maintenance yards, weigh stations, and rest areas, where additional property or right-of-way is required but not resulting in the creation of new land parcels.	406.05(A)(1)
	C	Aids to navigation and aviation.	406.05(A)(1) & (6)
	C	Personal-use airports for airplanes and helicopter pads, including associated hangar, maintenance, and service facilities.	401.05(A)(1) & (F)(2)
	C	Expansion of existing airports.	406.05(A)(1)
	C	Temporary asphalt and concrete batch plants as accessory uses to specific highway projects.	406.05(A)(1)
	C	Roads, highways, and other transportation facilities and improvements not otherwise allowed under this Ordinance.	401.05(F)(1)

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

	Type	Use	Subject To
<u>UTILITY AND SOLID WASTE DISPOSAL FACILITY USES</u>	A	Collocation of antennas with associated equipment on a previously approved wireless telecommunication facility, subject to Subsection 835.04(A).	
	A	Placement of telecommunication antennas with associated equipment on an existing utility pole, subject to Subsection 835.04(B).	
	A	Essential public communication services, subject to Subsection 835.04(C).	
	A	Local distribution lines (i.e., electric, telephone, natural gas) and accessory equipment (i.e., electric distribution transformers, poles, meter cabinets, terminal boxes, pedestals), or equipment which provides service hookups, including water service hookups.	
	A	Irrigation reservoirs, canals, delivery lines and those structures and accessory operational facilities, not including parks or other recreational structures and facilities, associated with a district as defined in ORS 540.505.	
	A	Water intake facilities, canals and distribution lines for farm irrigation and ponds.	
	A	Solar energy systems as an accessory use.	
	A	Rainwater collection systems as an accessory use.	
	A	Electric vehicle charging stations for residents and their non-paying guests.	
	A	Meteorological towers.	
	TYPE II	Wind energy power production systems as an accessory use.	406.05(H)(1)
	TYPE II	Collocation of antennas with associated equipment on a previously approved wireless telecommunication facility that exceed Subsection 835.04(A), subject to Subsection 835.05(A).	
	TYPE II	Placement of telecommunication antennas with associated equipment on replacement utility pole that exceeds the replaced pole by no more than 20 feet, subject to Subsection 835.05(A).	
	TYPE II	Composting operations and facilities on high value farmland.	401.05(A)(1) & (G)(3)
	C	Wireless telecommunication facilities listed in Subsection 835.06, subject to Section 835.	406.05(A)(1)
	C	Composting facilities on low value farmland.	401.05(A)(1) & (G)(4)
	C	Water intake facilities, related treatment facilities, pumping stations, and distribution lines.	406.05(A)(1) & (6)
	C	Reservoirs and water impoundments.	406.05(A)(1),(2) & (6)
	C	A disposal site for solid waste for which the Oregon Department of Environmental Quality has granted a permit under ORS 459.245, together with equipment, facilities, or buildings necessary for its operation.	406.05(A)(1) & (6)
	C	Commercial utility facilities for the purpose of generating power.	406.05(A)(1), (6) & (H)(2)
	C	New electric transmission lines.	406.05(A)(1) & (H)(3)
	C	Television, microwave, and radio communication facilities.	406.05(A)(1), (6) & (H)(4)

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

	Type	Use	Subject To
<u>PARKS, PUBLIC, AND QUASI-PUBLIC USES</u>	A	Private hunting and fishing operations without any lodging accommodations.	
	A	Towers and fire stations for forest fire protection.	
	A	Land application of reclaimed water, agricultural process or industrial process water, or biosolids for agricultural, horticultural, or forest production, or for irrigation in connection with a use allowed in the EFU zoning district, subject to the issuance of a license, permit, or other approval by the Department of Environmental Quality under ORS 454.695, 459.205, 468B.050, 468B.053, or 468B.055, or in compliance with rules adopted under ORS 468(B).095.	
	A	Onsite filming and activities accessory to onsite filming for 45 days or less.	
	TYPE II	A site for the takeoff and landing of model aircraft, including such buildings or facilities as may reasonably be necessary.	401.05(H)(1)
	TYPE II	Community centers.	401.05(A)(1), (5)&(H)(3)
	TYPE II	Living history museum.	401.05(A)(1), (5)&(H)(4)
	TYPE II	Expansion of existing county fairgrounds and activities directly relating to county fairgrounds governed by county fair boards established pursuant to ORS 565.210.	401.05(A)(1)
	TYPE II	A county law enforcement facility that lawfully existed on August 20, 2002, and is used to provide rural law enforcement services primarily in rural areas, including parole and post-prison supervision, but not including a correctional facility as defined under ORS 162.135.	401.05(A)(1)
	TYPE II	Churches and cemeteries in conjunction with churches, consistent with ORS 215.441, which does not include private or parochial school education for prekindergarten through grade 12 or higher education.	401.05(A)(5)
	TYPE II	Fire service facilities providing rural fire protection services.	
	C	Operations for extraction and bottling of water.	401.05(A)(1)
	C	Onsite filming and activities accessory to onsite filming for more than 45 days as provided for in ORS 215.306.	401.05(A)(1)
	C	Public or private schools for kindergarten through grade 12, including all buildings essential to the operation of a school, primarily for residents of the rural area in which the school is located.	401.05(A)(1) & (5)
	C	Golf courses.	401.05(A)(1), (5)&(H)(6)

PARKS, PUBLIC, AND QUASI-PUBLIC USES (cont.)	C	Youth camps on 40 acres or more, subject to OAR 660-006-0031.	406.05(A)(1) & (3)
	C	Cemeteries.	406.05(A)(1) & (6)
	C	Firearms training facility as provided in ORS 197.770(2).	406.05(A)(1) & (6)
	C	Private parks and campgrounds.	406.05(A)(1),(2),(6) & (I)(1)
	C	Public parks including only those uses specified under OAR 660-034-0035 or 660-034-0040, whichever is applicable.	406.05(A)(1) & (6)
	Type	Use	Subject To
OUTDOOR GATHERINGS	A	An outdoor mass gathering as defined in ORS 433.735 or other gathering of fewer than 3,000 persons that is not anticipated to continue for more than 120 hours in any three-month period.	406.05(J)(1)
	C	An outdoor mass gathering of more than 3,000 persons that continues or can reasonably be expected to continue for more than 120 hours within any three-month period and any part of which is held in open spaces.	406.05(A)(1) & (J)(2)

- 1 The processing, compounding, or conversion of marijuana into ~~cannabinoid concentrates or~~ cannabinoid extracts is prohibited.
- 2 Farming of a marijuana crop shall not be used to demonstrate compliance with the approval criteria for a dwelling. (See ORS 475B.370.)
- 3 A farm stand shall not be used for the sale, or to promote the sale, of marijuana items. (See ORS 475B.370.)
- 4 A commercial activity carried on in conjunction with a marijuana crop is prohibited. (See ORS 475B.370.)

407.05 PROHIBITED USES

Uses of structures and land not specifically permitted are prohibited.

407.06 DIMENSIONAL STANDARDS

Subsection 406.07, which establishes dimensional standards in the Timber District, shall apply in the Ag/Forest District.

407.07 DEVELOPMENT STANDARDS

Subsection 406.08, which establishes development standards in the Timber District, shall apply in the Ag/Forest District.

407.08 LAND DIVISIONS

Subsection 406.09, which establishes land division standards in the Timber District, shall apply in the Ag/Forest District.

407.09 SUBMITTAL REQUIREMENTS

Subsection 406.10, which establishes submittal requirements in the Timber District, shall apply in the Ag/Forest District.

407.10 APPROVAL PERIOD AND TIME EXTENSION

Subsection 406.11, which establishes approval period and time extension standards in the Timber District, shall apply in the Ag/Forest District.

[Amended by Ord. ZDO-224, 5/31/11; Amended by Ord. ZDO-230, 9/26/11; Amended by Ord. ZDO-234, 6/7/12; Amended by Ord. ZDO-241, 1/1/13; Amended by Ord. ZDO-245, 7/1/13; Amended by Ord. ZDO-247, 3/1/14; Amended by Ord. ZDO-248, 10/13/14; Amended by Ord. ZDO-254, 1/4/16; Amended by Ord. ZDO-262, 5/23/17; Amended by Ord. ZDO-263, 5/23/17]

841 MARIJUANA PRODUCTION, PROCESSING, AND RETAILING

841.01 APPLICABILITY

Section 841 applies to:

- A. Marijuana production in the AG/F, EFU, FF-10, RRFF-5, and TBR Districts;
- B. Marijuana processing in the AG/F and EFU Districts; and
- C. Marijuana retailing in the C-2, C-3, CC, NC, OC, PMU, RC, RCC, RCO, RTC, RTL, and SCMU Districts.

841.02 PROCEDURE

Marijuana production and marijuana retailing require review as Type I applications pursuant to Section 1307, *Procedures*. Marijuana processing requires review as a Type II application pursuant to Section 1307.

841.03 MARIJUANA PRODUCTION

Marijuana production shall be subject to the following standards and criteria:

A. Outdoor Production.

- 1. Outdoor production means producing marijuana:
 - a. In an expanse of open or cleared ground; or
 - b. In a greenhouse, hoop house, or similar non-rigid structure that does not utilize any artificial lighting on mature marijuana plants, including but not limited to electrical lighting sources. A mature marijuana plant is a marijuana plant that is flowering.
- 2. Outdoor production is prohibited in the FF-10 and RRFF-5 Districts but is permitted in the AG/F, EFU, and TBR Districts. Where permitted, outdoor production is subject to the same standards and criteria as indoor production, except where specifically noted.

B. Minimum Tract Size. A minimum tract size standard shall apply as follows:

- 1. In the FF-10 and RRFF-5 Districts, the subject tract shall be a minimum of five acres, except that if the majority of abutting lots of record are equal to or greater than two acres, the subject tract shall be a minimum of two acres. Abutting lots of record include lots of record that are contiguous to the subject tract, as well as lots of record directly across any access drive, or private, public, or county road, provided the functional classification of the road is below that of a collector.

2. In the AG/F, EFU, and TBR Districts, the subject tract shall be a minimum of two acres, except that if outdoor production is proposed, the subject tract shall be a minimum of five acres.

C. Minimum Yard Depth/Distance from Lot Lines. The following standards shall apply:

1. In the FF-10 and RRFF-5 Districts, the minimum front, rear, and side yard depths for any structure used for marijuana production shall be 50 feet.
 - a. Pursuant to Oregon Revised Statutes (ORS) 475B.340(2)(b), these yard depth standards do not apply to an agricultural building used to produce marijuana located on a premises for which a license has been issued under ORS 475B.070 if the agricultural building:
 - i. Was constructed on or before July 1, 2015, in compliance with all applicable land use and building code requirements at the time of construction;
 - ii. Is located at an address where a marijuana grow site first registered with the Oregon Health Authority¹ (OHA) under ORS 475B.420 on or before January 1, 2015;
 - iii. Was used to produce marijuana pursuant to the provisions of ORS 475B.400 to 475B.525 on or before January 1, 2015; and
 - iv. Has four opaque walls and a roof.
2. In the AG/F, EFU, and TBR Districts:
 - a. Outdoor production shall be a minimum of 100 feet from all lot lines.
 - b. Structures used for indoor production shall comply with the yard depth standards of the subject zoning district.
3. If the subject property is a tract that includes more than one lot of record, Subsections 841.03(C)(1) and (2)(a) do not apply to the lot line(s) that only separate these lots of record from one another. However, the yard depth standards of the subject zoning district still apply.

D. Enclosed Buildings. In the FF-10 and RRFF-5 Districts, marijuana production shall be located entirely within one or more completely enclosed buildings.

¹ The Oregon Health Authority is referred to herein as "OHA." References to OHA shall include any successor entity that may be created by the State of Oregon to assume the responsibility of administering the state's medical marijuana program.

E. Maximum Building Floor Space. The following standards apply in the FF-10 and RRF-5 Districts:

1. A maximum of 5,000 square feet of building floor space may be used for marijuana production and all activities associated with marijuana production (hereinafter referred to as marijuana production space) on the subject tract.
2. If only a portion of a building is authorized as marijuana production space, a partition wall at least seven feet in height, or a height as required by the County Building Codes Division, whichever is greater, shall separate the marijuana production space from the remainder of the building. A partition wall may include a door, capable of being closed, for ingress and egress between the marijuana production space and the remainder of the building.

F. Access. The subject tract shall have frontage on, and direct access from, a constructed public, county, or state road, or take access on an exclusive road or easement serving only the subject tract. However, this standard will be waived if the subject tract takes access via a private road or easement which also serves other properties and evidence is provided by the applicant, in the form of a petition, that all other property owners who have access rights to the private road or easement agree to allow the specific marijuana production described in the application. Such evidence shall include any conditions stipulated in the agreement.

G. Lighting. Lighting shall be regulated as follows:

1. Light cast by light fixtures inside any building used for marijuana production shall not be visible outside the building from 7:00 p.m. to 7:00 a.m. the following day.
2. Marijuana grow lights located outside a building shall not be illuminated from 7:00 p.m. to 7:00 a.m. the following day.
3. Light cast by exterior light fixtures other than marijuana grow lights (e.g., security lights, driveway lights) shall not be directed skyward and shall be directed within the boundaries of the subject tract.

H. Odor. As used in Subsection 841.03(H), building means the building, or portion thereof, used for marijuana production. However, Subsection 841.03(H) does not apply to a building approved as part of outdoor production pursuant to Subsection 841.03(A)(1)(b).

1. The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.
2. The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute

(CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.

3. The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.
 4. Negative air pressure shall be maintained inside the building.
 5. Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.
 6. The filtration system shall be designed by a mechanical engineer licensed in the State of Oregon. The engineer shall stamp the design and certify that it complies with Subsection 841.03(H).
 7. An alternative odor control system is permitted if the applicant submits a report by a mechanical engineer licensed in the State of Oregon demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required.
- I. Noise. The applicant shall submit a noise study by an acoustic engineer licensed in the State of Oregon. The study shall demonstrate that generators as well as mechanical equipment used for heating, ventilating, air conditioning, or odor control will not produce sound that, when measured at any lot line of the subject tract, exceeds 50 dB(A).
- J. Security Cameras. If used, security cameras shall be directed to record only the subject tract and may be directed to public rights-of-way as applicable, except as required to comply with licensing requirements of the Oregon Liquor Control Commission² (OLCC) or registration requirements of the OHA.
- K. Water. The applicant shall submit proof of a legal source of water as evidenced by:
1. A copy of a water right permit, certificate, or other water use authorization from the Oregon Water Resources Department (OWRD);
 2. A statement from a public or private water provider that water is supplied by that water provider. The statement shall include the name and contact information of the water provider; or
 3. Proof from the OWRD that the water to be used for marijuana production is from a source that does not require a water right.

² The Oregon Liquor Control Commission is referred to herein as "OLCC." References to OLCC shall include any successor entity that may be created by the State of Oregon to assume the responsibility of administering the state's recreational marijuana program.

- L. Waste Management. Marijuana waste shall be stored in a secured waste receptacle in the possession of and under the control of the OLCC licensee or OHA registrant.
- M. Residency. In the FF-10 and RRF-5 Districts, a minimum of one of the following shall reside in a dwelling unit on the subject tract:
 1. An owner of the subject tract;
 2. A holder of an OLCC license for marijuana production, provided that the license applies to the subject tract; or
 3. A person registered with the OHA as a person designated to produce marijuana by a registry identification cardholder, provided that the registration applies to the subject tract.
- N. Fencing. The maximum height of any fencing on the subject tract shall be 10 feet. Fences, walls, or other barriers shall not be electrified, or use barbed wire, razor wire, concertina coils, anti-climb spikes or any other similar security feature designed to discourage ingress through the potential of causing bodily harm.
- O. Exceptions. Marijuana production, provided such production is done pursuant to registration with the OHA, is not required to comply with Subsections 841.03(G)(3) and (H) through (N), provided that the minimum front, rear, and side yard depths for any structure used for marijuana production shall be 100 feet.

841.04 MARIJUANA PROCESSING

Marijuana processing shall be subject to the following standards and criteria:

- A. Maximum Number of Processing Licenses. Only one marijuana processor licensed by the OLCC or one medical marijuana processing site registered by the OHA may be located on the subject tract.
- B. Minimum Tract Size. The subject tract shall be a minimum of 10 acres.
- CA. Minimum Yard Depth. The minimum front, rear, and side yard depths for any structures used for marijuana processing shall be 100 feet. ~~comply with the yard depth standards of the subject zoning district.~~ If the subject property is a tract that includes more than one lot of record, this 100-foot minimum does not apply to the lot line(s) that only separate these lots of record from one another. However, the yard depth standards of the subject zoning district still apply.
- DB. Enclosed Buildings. Marijuana processing shall be located entirely within one or more completely enclosed buildings.
- EC. Access. The subject tract shall have frontage on, and direct access from, a constructed public, county, or state road, or take access on an exclusive road or

easement serving only the subject tract. However, this standard will be waived if the subject tract takes access via a private road or easement which also serves other properties and evidence is provided by the applicant, in the form of a petition, that all other property owners who have access rights to the private road or easement agree to allow the specific marijuana processing described in the application. Such evidence shall include any conditions stipulated in the agreement.

FD. Lighting. Lighting shall be regulated as follows:

1. Light cast by light fixtures inside any building used for marijuana processing shall not be visible outside the building from 7:00 p.m. to 7:00 a.m. the following day.
2. Light cast by exterior light fixtures (e.g., security lights, driveway lights) shall not be directed skyward and shall be directed within the boundaries of the subject tract.

GE. Odor. As used in Subsection 841.04(GE), building means the building, or portion thereof, used for marijuana processing.

1. The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.
2. The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.
3. The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.
4. Negative air pressure shall be maintained inside the building.
5. Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.
6. The filtration system shall be designed by a mechanical engineer licensed in the State of Oregon. The engineer shall stamp the design and certify that it complies with Subsection 841.04(GE).
7. An alternative odor control system is permitted if the applicant submits a report by a mechanical engineer licensed in the State of Oregon demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required.

HF. Noise. The applicant shall submit a noise study by an acoustic engineer licensed in the State of Oregon. The study shall demonstrate that generators as well as mechanical equipment used for heating, ventilating, air conditioning, or odor control will not produce sound that, when measured at any lot line of the subject tract, exceeds 50 dB(A).

IG. Security Cameras. If used, security cameras shall be directed to record only the subject tract and may be directed to public rights-of-way as applicable, except as required to comply with licensing requirements of the ~~Oregon Liquor Control Commission~~ (OLCC) or registration requirements of the ~~Oregon Health Authority~~ (OHA).

JH. Water. The applicant shall submit proof of a legal source of water as evidenced by:

1. A copy of a water right permit, certificate, or other water use authorization from the Oregon Water Resources Department (OWRD);
2. A statement from a public or private water provider that water is supplied by that water provider. The statement shall include the name and contact information of the water provider; or
3. Proof from the OWRD that the water to be used for marijuana processing is from a source that does not require a water right.

KI. Waste Management. Marijuana waste shall be stored in a secured waste receptacle in the possession of and under the control of the OLCC licensee or OHA registrant.

LJ. Fencing. The maximum height of any fencing on the subject tract shall be 10 feet. Fences, walls, or other barriers shall not be electrified, or use barbed wire, razor wire, concertina coils, anti-climb spikes or any other similar security feature designed to discourage ingress through the potential of causing bodily harm.

MK. Exceptions. Marijuana processing, provided such processing is done pursuant to registration with the OHA, is not required to comply with Subsections 841.04(~~FD~~)(2) and (~~GE~~) through (LJ).

841.05 MARIJUANA RETAILING

Marijuana retailing shall be subject to the following standards and criteria:

- A. Hours. A marijuana retailer may only sell to consumers between the hours of 10:00 a.m. and 9 p.m. and may only permit consumers to be present in the building space occupied by the marijuana retailer between the hours of 10:00 a.m. and 9 p.m.

- B. Odor. As used in Subsection 841.05(B), building means the building, or portion thereof, used for marijuana retailing.
1. The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.
 2. The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.
 3. The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.
 4. Negative air pressure shall be maintained inside the building.
 5. Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.
 6. The filtration system shall be designed by a mechanical engineer licensed in the State of Oregon. The engineer shall stamp the design and certify that it complies with Subsection 841.05(B).
 7. An alternative odor control system is permitted if the applicant submits a report by a mechanical engineer licensed in the State of Oregon demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required.
- C. Window Service. The use shall not have a walk-up window or drive-thru window service.
- D. Waste Management. Marijuana waste shall be stored in a secured waste receptacle in the possession of and under the control of the ~~Oregon Liquor Control Commission (OLCC)~~ licensee or ~~Oregon Health Authority (OHA)~~ registrant.
- E. Minors. No one under the age of 21 shall be permitted to be present in the building space occupied by the marijuana retailer, except as allowed by state law.
- F. Co-Location of Related Activities and Uses. Marijuana and tobacco products shall not be smoked, ingested, or otherwise consumed in the building space occupied by the marijuana retailer. In addition, marijuana retailing shall not be co-located on the same lot of record or within the same building with any marijuana social club or marijuana smoking club.

G. Minimum Separation Distances. Minimum separation distances shall apply as follows:

1. The use shall be located a minimum of:
 - a. 2000 feet from a public elementary or secondary school for which attendance is compulsory under Oregon Revised Statutes (ORS) 339.020, including any parking lot appurtenant thereto and any property used by the school; or a private or parochial elementary or secondary school, teaching children as described in ORS 339.030(1)(a), including any parking lot appurtenant thereto and any property used by the school;
 - b. 1500 feet from a public park, public playground, government-owned recreational use, public library, substance use disorder service provider licensed by the OHA under Oregon Administrative Rules Chapter 415, Division 12, light rail transit station, or a multifamily dwelling owned by a public housing authority.
 - c. 500 feet from a licensed daycare facility or licensed preschool, including any parking lot appurtenant thereto and any property used by the daycare facility or preschool;
 - d. 100 feet from a zoning district listed in Section 300, *Urban and Rural Residential Districts*; however, this provision shall not apply if the subject property has street frontage on a principal interstate, principal expressway, principal arterial, or major arterial, as identified on Comprehensive Plan Map 5-4a, *Road Functional Classification Urban*, or 5-4b, *Road Functional Classification Rural*.
2. If the use is licensed by the OLCC pursuant to ORS 475B.110, it shall be located a minimum of 1,000 feet from any other marijuana retailer so licensed by the OLCC.
3. If the use is registered with the OHA pursuant to ORS 475B.450, it shall be located a minimum of 1,000 feet from any other marijuana retailer so registered with the OHA.
4. For purposes of Subsection 841.05(G)(1), distance shall be measured from the lot line of the affected property (e.g., a school) to the closest point of the building space occupied by the marijuana retailer. For purposes of Subsections 841.05(G)(2) and (3), distance shall be measured from the closest point of the building space occupied by one marijuana retailer to the closest point of the building space occupied by the other marijuana retailer.
5. A change in use (including a zone change) to another property to a use identified in Subsection 841.05(G) after a complete Type I application for marijuana retailing has been filed shall not result in the marijuana retailer being in violation of Subsection 841.05(G).

6. Subsection 841.05(G) does not apply to any marijuana retailer that obtained full, unconditional approval of a registration from the OHA on or before March 31, 2015, that is operating in a building space where marijuana retailing activities approved by the OHA have been continuously occurring in that building space since May 31, 2014, except during the effective dates of the Medical Marijuana Facility Moratorium adopted pursuant to Clackamas County Ordinance 01-2014.
7. In case of a conflict under Subsection 841.05(G)(2) or (3), any person who has received approval of a Type I land use permit for marijuana retailing, shall be deemed to have established marijuana retailing at the approved location, so long as the marijuana retailer begins operation within one year of the date of the County's final decision on the Type I land use permit application. If more than one Type I application is in process with the County at one time, the County shall issue decisions in the order in which complete applications were filed.

841.06 APPROVAL PERIOD

- A. Approval of a permit under Subsection 841.03 or 841.04 is valid for four years from the date of the final decision. If the County's final decision is appealed, the approval period shall commence on the date of the final appellate decision. During this four-year period, the approval shall be implemented, or the approval will become void.
 1. Implemented means all major development permits shall be obtained and maintained for the approved marijuana production or marijuana processing, or if no major development permits are required to complete the development contemplated by the approved marijuana production or marijuana processing, implemented means all other necessary County development permits (e.g., grading permit, building permit for an accessory structure) shall be obtained and maintained. A major development permit is:
 - a. A building permit for a new primary structure that was part of the approved development; or
 - b. A permit issued by the County for parking lot or road improvements required by the approved development.
- B. Approval of a permit under Subsection 841.05 is valid for one year from the date of the County's final decision. During this one-year period, the approval shall be implemented, or the approval will become void. Implemented means that the marijuana retailer has begun operation. Notwithstanding this one-year implementation period, a complete application for a marijuana retailing license shall be filed with the ~~OLCC~~ Oregon Liquor Control Commission, or a complete application for a medical marijuana dispensary registration shall be filed with the

~~OHA Oregon Health Authority~~, within three months of the date of the County's final decision, or the approval will become void.

[Added by Ord. ZDO-254, 1/4/16; Amended by Ord. ZDO-254, 3/1/16; Amended by Ord. ZDO-263, 5/23/17]



Gregory L. Geist
Director

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Ordinance of Water Environment Services
Establishing the Rules and Regulations Regarding Sanitary Sewer and Surface Water
Management Services and Declaring an Emergency

Purpose/Outcomes	Adoption of Sanitary and Surface Water Rules and Regulations for WES.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Indefinite.
Previous Board Action/Review	WES Partnership created on November 3, 2016 (Ordinance Nos. 05-2016 & 06-2016), and amended on May 18, 2017 (Ordinance Nos. 07-2017, 08-2017, & 09-2017).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This supports the WES Strategic Plan that customers will continue to benefit from a well-managed utility. 2. This project supports the County Strategic Plan to build public trust through good government.
Contact Person	Ron Wierenga, WES Surface Water Manager, 503-742-4581 Greg Geist, WES Director, 503-742-4560
Contract No.	N/A

BACKGROUND:

As part of the ongoing efforts associated with the formation of the Water Environment Services (“WES”) partnership, Tri-City Service District (“TCSD”) and the Surface Water Management Agency of Clackamas County (“SWMACC”) are on target to be fully integrated into WES by July 1, 2017. The third member of the partnership, Clackamas County Service District No. 1 (“CCSD1”), is scheduled to be fully integrated by July 1, 2018. In order to accomplish the integration of TCSD and SWMACC, sanitary sewer and surface water management rules and regulations need to be adopted to ensure WES’ compliance with its National Pollutant Discharge Elimination System Permits issued under the Federal Clean Water Act relating to both sewer and surface water services. A draft ordinance adopting the proposed rules and regulations, attached thereto as Exhibit A (“WES Regulations”), is provided for first reading.

The WES Regulations are a compilation of the existing rules for TCSD and SWMACC, which have been updated to include rate zone-specific chapters consisting of the current TCSD and SWMACC rules and regulations, respectively, and they apply only to the TCSD (Rate Zone 1) and SWMACC (Rate Zone 3) areas of WES. They do not apply at this point to CCSD1 (Rate

Zone 2) even though it is inside the boundaries of WES. That application will be made during the integration of CCSD1 by July 1, 2018.

This ordinance has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff respectfully recommends that the Board of County Commissioners of Clackamas County, as the governing body of Water Environment Services, hold a public hearing on the adoption of the WES Rules and Regulations and schedule a second reading of the same for June 22nd, 2017.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

ORDINANCE NO. _____

An Ordinance Establishing the Rules and Regulations of Water Environment Services for
Sanitary Sewer and Surface Water Management Services
and Declaring an Emergency

WHEREAS, this matter comes before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Water Environment Services (“Board”), an intergovernmental entity formed pursuant to Oregon Revised Statutes Chapter 190 (“District”); and

WHEREAS, the District has a need to adopt a set of Rules and Regulations (“Ordinance”) for sanitary sewer and surface water management services to ensure the District’s compliance with its National Pollutant Discharge Elimination System Permits issued under the Federal Clean Water Act; and

WHEREAS, the Rules and Regulations attached hereto are found to be necessary for the proper operation and administration of the District;

NOW, THEREFORE, the Board of Commissioners of Clackamas County, acting as the governing body of Water Environment Services, ordains as follows:

- Section 1:** The Rules and Regulations attached hereto as Exhibit 1 and incorporated by reference (“Rules and Regulations”) are hereby approved and adopted as an ordinance of the District as of the effective date specified below.
- Section 2:** The Rules and Regulations are on file at the District’s offices where they may be examined and will be published online promptly after adoption.
- Section 3:** This Ordinance has been included in the published agenda at the adopting meeting. The agenda did state the time, date, and place of the meeting and gave brief description of the Ordinance to be considered at the meeting, and states that copies of the Ordinance are available at the offices of the District.
- Section 4:** Pursuant to Oregon Revised Statutes, Chapter 198, the Ordinance was read at two regular meetings of the District’s Board on two different days, at least six days apart, prior to adoption thereof, to wit: the 8th day of June, 2017, and the 22nd day of June, 2017.
- Section 5:** This Ordinance was adopted unanimously by the members of the District Board at its regular meeting on the 22nd day of June, 2017. The Secretary of the District is instructed to cause this Ordinance to be filed in the records of the District and file a certified copy of this Ordinance with the County Clerk.
- Section 6:** Emergency Declaration: The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as an expedited effect of this Ordinance is necessary for the health and welfare of the residents of the County. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this 22nd day of June, 2017.

BOARD OF COUNTY COMMISSIONERS
Acting as governing body of
Water Environment Services

Chair

Recording Secretary

WATER ENVIRONMENT SERVICES
RULES AND REGULATIONS

JUNE 2017



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CHAPTER 1
GENERAL PURPOSES AND PROVISIONS

SECTION 1 DECLARATION OF POLICY

1.1 PURPOSE

Water Environment Services (“WES”) is an intergovernmental entity within Clackamas County, Oregon. WES was organized pursuant to Oregon Revised Statutes Chapter 190 for the purpose of holding the assets of the Partner organizations and to provide for a singular management ability of the same. This management structure provides for a regional, consistent, and efficient way to plan for and provide North Clackamas County’s current and future wastewater and surface water needs in a way that protects public health and the environment while supporting economic development.

These Water Environment Services Rules and Regulations (“Rules and Regulations”) are established to serve a public use and promote the health, safety, prosperity, security, orderly and uniform administration of the affairs of WES, and general welfare of the inhabitants of the Tri-City Service District (“TCSD”) and the Surface Water Management Agency of Clackamas County (“SWMACC”).

1.2 PARTNER(S)

WES is an entity consisting of TCSD, a regional provider of only sanitary sewer services, Clackamas County Service District No. 1, (“CCSD1”), and SWMACC, a regional provider of only surface water management services. Each are individually commonly referred to as a "Partner" and collectively as the "Partners." TCSD and SWMACC will be fully integrated into WES by July 1, 2017, with CCSD1 becoming fully integrated by July 1, 2018. Accordingly, these Rules and Regulations do not apply to CCSD1.

1.3 BOARD

The Board of County Commissioners of Clackamas County (“Board”) is the governing body of WES. The business and affairs of WES shall be managed by the Board in accordance with Oregon Revised Statutes Chapter 190. All powers, privileges and duties vested in or imposed upon WES by law shall be exercised and performed by and through the Board, whether set forth specifically or implied in these Rules and Regulations. The Board may delegate to officers and employees of WES any or all executive, administrative, and managerial powers.

1.4 DECLARATION OF POLICY

It is intended that these Rules and Regulations shall be liberally construed to affect the general purposes set forth herein, and that each and every part hereof is separate, distinct and severable from all other parts. Omission from, and additional materials set forth in, these Rules and Regulations shall not be construed as an alteration, waiver or deviation from any grant of power, duty or responsibility or limitation or restriction imposed or conferred upon the Board by virtue of the statutes as now existing or as may hereafter be amended. Nothing contained herein shall be so construed as to prejudice, limit or affect the right of WES to secure the full benefit and protection of any laws which are now or hereafter may be enacted by the Oregon State Legislature. These Rules and Regulations become effective on the date the ordinance is adopted by the Board and, to the extent there is a conflict, shall supersede all former TCSD and SWMACC rules and regulations.

1.5 ADOPTION OF NEW OR AMENDED RULES AND REGULATIONS

Upon the recommendation of the Director, or on its own motion, the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of WES, may promulgate new or amended rules pertaining to these Rules or Regulations. Except as specifically provided in these Rules and Regulations, any new or amended rule(s) will be adopted pursuant to ORS 198.510 through 198.600 and ORS 451.

1.6 SERVICE AREAS / WES RATE ZONES

The service area of WES encompasses the geographic boundaries of (i) the TCSD, which includes the City of West Linn, the City of Oregon City, the City of Gladstone, and certain unincorporated areas; and (ii) SWMACC, which includes the City of Rivergrove and unincorporated areas of Clackamas County within the Tualatin River Drainage Basin. The rate zones were established by the WES Intergovernmental Partnership Agreement executed by the parties on November 3, 2016, and amended on May 18, 2017.

1.6.1 TCSD / RATE ZONE 1

Tri-City Service District, Clackamas County, Oregon, was organized for the purpose of providing sewerage works, including all facilities necessary for collecting, pumping, treating and disposing of sanitary or storm sewage.

WES Rate Zone 1 is coterminous with the boundaries of TCSD, as they may be adjusted from time to time. Rate provisions listed in Chapter 2 only apply to the area known as 'Rate Zone 1.'

1.6.2 SWMACC / RATE ZONE 3

Surface Water Management Agency of Clackamas County, Clackamas County, Oregon, was organized for the purpose of protecting, maintaining and enhancing the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and nonpoint source pollution associated with new development and redevelopment.

WES Rate Zone 3 is coterminous with the boundaries of SWMACC, as they may be adjusted from time to time. Rate provisions listed in Chapter 3 only apply to the area known as 'Rate Zone 3.'

1.7 ENFORCEMENT OF RULES AND REGULATIONS

In the event WES must take an enforcement action to ensure compliance with these Rules and Regulations, any actions taken by WES shall be performed in accordance with the subsequent chapters within these Rules and Regulations.

1.8 SEVERABILITY

If any provision of these Rules and Regulations or the application thereof to any person or circumstance is held invalid, such determination shall not affect the enforceability of any other

provision or application of these Rules and Regulations. A determination by a court of competent jurisdiction that any section, clause, phrase, or word of these Rules and Regulations or its application is invalid or unenforceable for any reason shall not affect the validity of the remainder of this Rules and Regulations or its application, and all portions not so stricken shall continue in full force and effect.

1.9 DELEGATION OF AUTHORITY TO THE DIRECTOR

Standards. The Director shall have the authority to promulgate such technical standards and requirements necessary to implement the purpose and intent of these Rules and Regulations, including but not limited to pipe type, size, connection requirements, elevation, grade, materials, and any other good and necessary item. Such standards shall be contained in one or more documents that are publicly available and WES shall provide 30 days public notice on its website of any potential change to such standards or requirements.

CHAPTER 2

SANITARY SEWER RULES AND REGULATIONS FOR RATE ZONE 1

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SECTION 1 DECLARATION OF POLICY

1.1 PURPOSE AND OBJECTIVES

Tri-City Service District, Clackamas County, Oregon, was organized pursuant to Chapter 451, Oregon Revised Statutes, for the purpose of providing sewerage works, including all facilities necessary for collecting, pumping, treating and disposing of sanitary or storm sewage within its boundaries. It is further declared to be the policy of the District to provide and offer sewage disposal service for such areas adjacent to the District as may, in the judgment of the District, be feasibly served upon such terms, conditions, and rates as the District shall, from time to time, determine. The objectives of these Rules and Regulations (“Rules and Regulations” or this Ordinance) are: (a) to advance public health and welfare; (b) to prevent the introduction of pollutants which will interfere with the operation of the sewage system or contaminate the resulting biosolids; (c) to prevent the introduction of pollutants which will pass through the sewage system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system; (d) to protect City and District personnel who may come into contact with sewage, biosolids and effluent in the course of their employment as well as protecting the general public; (e) to ensure that the District complies with its NPDES permit conditions, biosolids use and disposal requirements and other applicable Federal and State laws; (f) to improve the opportunity to recycle and reclaim wastewaters and sludges from the system; and (g) to provide for the equitable distribution of the costs of the sewage system.

1.2 ADOPTION OF NEW OR AMENDED RULES AND REGULATIONS

Upon the recommendation of the Director, or on its own motion, the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the District, may promulgate new or amended rules pertaining to these Rules or Regulations. Except as specifically provided in these Rules and Regulations, any new or amended rule(s) will be adopted pursuant to ORS 198.510 through 198.600.

SECTION 2 DEFINITIONS

2.1 WORDS AND TERMS

Unless the context specifically indicates otherwise, the following words and terms, as used in this Ordinance, shall have the meanings hereinafter designated:

2.1.1 Act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

2.1.2 Applicable Pretreatment Standards. Local, state, and federal standards, whichever are more stringent and apply to the Industrial User.

2.1.3 ASTM Specifications. The Standard specifications or methods of the American Society for Testing and Materials. Unless otherwise stated, it shall refer to the latest adopted revisions of said specifications.

2.1.4 Biochemical Oxygen Demand or BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under a standard laboratory procedure in five (5) days at a temperature of twenty degrees centigrade (20°C), expressed in milligrams per liter or parts per million. Laboratory determinations shall be made in accordance with the applicable techniques prescribed in 40 CFR Part 136.

2.1.5 Biosolids. Domestic wastewater treatment facility solids that have undergone adequate treatment to permit land application, recycling or other beneficial use.

2.1.6 Board. The Board of County Commissioners of Clackamas County, acting as the governing body of Tri-City Service District.

2.1.7 Building. Any structure containing sanitary facilities.

2.1.8 Building Drain. That part of the lowest piping of a sewerage system which receives the discharge from the drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the building wall.

2.1.9 Building Sewer. The extension from the building drain to the service connection.

2.1.10 Capital Improvement(s). Facilities or assets used for the purpose of providing sanitary sewerage collection, transmission, treatment and/or disposal.

2.1.11 Categorical Pretreatment Standards. National pretreatment standards specifying quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced into a public sewer system by specific industrial categories. These standards are promulgated pursuant to Section 307(b) and (c) of the Clean Water Act.

2.1.12 City. The Cities of Oregon City, West Linn and Gladstone, Oregon.

2.1.13 Cleanout. A sealed aperture permitting access to a sewer pipe for cleaning purposes.

2.1.14 Cooling Water. The water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

2.1.15 Combined Sewer System. A conduit or system of conduits in which both sewage and storm water are transported.

2.1.16 Composite Sample. A series of samples mixed together so as to approximate the average strength of discharge to the sewer. A composite sample is collected over a period of time greater than 15 minutes, formed by an appropriate number of discrete samples which are: (a) collected at equal intervals and combined in proportion to wastewater flow; (b) are equal volumes taken at varying time intervals in proportion to the wastewater flow; or (c) equal volumes taken at equal time intervals.

2.1.17 Contractor. A person duly licensed or approved by the State of Oregon, the District or City to perform the type of work to be done under a permit or contract issued by the District or City.

2.1.18 County. Clackamas County, Oregon.

2.1.19 Day. A continuous twenty-four (24) hour period from 12:01 a.m. to 12:00 p.m.

2.1.20 Department of Environmental Quality, or DEQ. The State of Oregon, Department of Environmental Quality.

2.1.21 Development. The act of conducting a building operation, or making a physical change in the use or appearance of a structure or land, which increases the usage of any capital improvements or which creates the need for additional capital improvements.

2.1.22 Direct Discharge. The discharge of treated or untreated wastewater directly to the waters of the State of Oregon.

2.1.23 Director. The Director of the Water Environment Services Department of Clackamas County, Oregon.

2.1.24 Discharger or User. Any person who causes wastes or sewage to enter directly or indirectly to the District or City sewerage system.

2.1.25 District. Tri-City Service District.

2.1.26 Domestic Sewage. Sewage derived from the ordinary living processes free from industrial wastes and of such character as to permit satisfactory disposal without special treatment into the District sewerage system.

2.1.27 Dwelling Unit. A living unit with kitchen facilities including those in multiple dwellings, apartments, hotels, motels, mobile homes, or trailers.

2.1.28 Engineer. A registered professional engineer licensed to practice by the State of Oregon.

2.1.29 Environmental Protection Agency, or EPA. The U.S. Environmental Protection Agency, or where appropriate the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

2.1.30 Equivalent Dwelling Unit, or EDU. A unit of measurement of sewer usage which is assumed to be equivalent to the usage of an average dwelling unit. Equivalent Dwelling Unit (EDU) has the following definition for the purposes listed below:

- (a) User Charge. A unit, based on water consumption and strength of sewage of a single dwelling unit, by which all users of the sanitary sewers may be measured.
- (b) System Development Charge. A unit, based upon a single dwelling unit or its equivalent, for connecting to the District sewerage system.

2.1.31 Garbage. Solid wastes from the preparation, cooking, and dispensing of food and from the handling, storage and sale of produce.

2.1.32 Government Agency. Any municipal or quasi-municipal corporation, state or federal agency.

2.1.33 Grab Sample. A sample which is taken from a waste stream on a onetime basis with no regard to the flow in the waste stream and without consideration of time.

2.1.34 Hauled Waste. Any waste hauled or transported by any method which may include but not be limited to drop tanks, holding tanks, chemical toilets, campers, trailers, septic tanks, and vacuum pump tank trucks.

2.1.35 Improvement Fee. A fee for costs associated with capital improvements to be constructed after the date this ordinance becomes effective.

2.1.36 Indirect Discharge. The discharge or the introduction of non-domestic pollutants or industrial wastes into the sewerage system from any source regulated under Section 307(b) or (c) of the Act (33 U.S.C. 1317), including hauled tank wastes discharged into the sewerage system.

2.1.37 Industrial User. Any person who discharges industrial waste into the District and City sewerage system.

2.1.38 Industrial Waste. Any liquid, gaseous, radioactive or solid waste substance, or a combination thereof, resulting from any process of industry, manufacturing, trade or business, or from the development or recovery of any natural resources, or as defined by the Oregon State Department of Environmental Quality or the United States Environmental Protection Agency, exclusive of domestic sewage.

2.1.39 Inspector. A person designated by the District or City to inspect building sewers, service connections, and other installations to be connected to the District or City sewerage systems.

2.1.40 Installer. Either the owner of the property being served or a contractor doing work in connection with the installation of a service connection or building sewer under a proper permit from the District or City.

2.1.41 Interference. A discharge which, alone or in conjunction with a discharge from other sources, inhibits or disrupts the public sewer system, treatment processes or operations, or its biosolids processes, biosolids use or disposal, or which contributes to a violation of any requirement of the District's NPDES Permit or other permit issued to the District.

2.1.42 Local Collection Facilities. All sewerage facilities that are owned, operated and maintained by a City which collect and convey sewage to the District sewerage system.

2.1.43 May. The word "may" is permissive.

2.1.44 National Pollution Discharge Elimination System, or NPDES Permit. A permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

2.1.45 New Source. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced according to the deadlines and conditions of 40 CFR 403.3.

2.1.46 Operation, Maintenance, and Replacement; or O, M, & R. Those functions that result in expenditures during the useful life of the treatment works or sewerage system for materials, labor, utilities, administrative costs, and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed.

2.1.47 This Ordinance. This Ordinance as adopted, any and all rules and orders adopted pursuant hereto, and any and all amendments to the Ordinance or an such rules or amendments. This Ordinance may also be referred to as Rules and Regulations.

2.1.48 Pass Through. A discharge which exits the POTW into waters of the state in quantities or concentration which alone or in conjunction with a discharge or discharges from other sources is a cause of a violation of any requirement of the District's NPDES permit (including an increase in the magnitude or duration of the violation) or any other permit issued to the District.

2.1.49 Permit. Any authorization required pursuant to this or any other regulation of the District or City for connection of facilities to the public sewerage system and/or continued discharge of sewage to the public sewerage system.

2.1.50 Person. Any individual, public or private corporation, political subdivision, governmental agency, municipality, industry, partnership, association, firm, trust or any other legal entity.

2.1.51 pH. The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution. pH shall be determined using one of the applicable procedures prescribed in 40 CFR Part 136.

2.1.52 Pollutant. Any of the following, including but not limited to: dredged soil spoil, solid waste, incinerator residue, sewage, garbage, sewage biosolids, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.

2.1.53 Pretreatment or Treatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the public sewage system. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes or other means, except as prohibited by 40 CFR, Section 403.6(d).

2.1.54 Pretreatment Requirement. Any substantive or procedural pretreatment requirement other than applicable pretreatment standard, imposed on an Industrial User.

2.1.55 Properly Shredded Garbage. The wastes from foods that have been shredded to such a degree that all particles will be carried freely under the flow and conditions normally prevailing in public sewers with no particle greater than one-half inch ($\frac{1}{2}$ ") in any dimension.

2.1.56 Publicly Owned Treatment Works, or POTW. A treatment works as defined by Section 212 of the Act (33 U.S.C. 1292), which is owned by a governmental entity. This definition includes any public sewers that conveys wastewater to the POTW treatment plant, but does not include pipes, sewers, or other conveyances not connected to a facility providing treatment. For the purposes of this ordinance, "POTW" shall also include any sewers that convey wastewaters to the POTW from persons outside the District who are, by contract or agreement with the District, users of the District's POTW.

2.1.57 Public Right-of-Way. Any public highway, road, street, avenue, alleyway, public place, public easement, or public right-of-way.

2.1.58 Public Sewer or Public Sewerage System. Any or any part of the facilities for collection, pumping, treating and disposing of sewage as acquired, constructed, or used by the District or City within the boundaries of the District.

2.1.59 Qualified Public Improvements. A capital improvement that is: (a) required as a condition of development approval; (b) identified in the District's adopted Capital Improvement Plan pursuant to ORS 223; and (c) not located on or contiguous to a parcel of land that is the subject of the development approval.

2.1.60 Receiving Waters. Any body of water into which effluent from a sewage treatment plant is discharged either directly or indirectly.

2.1.61 Reimbursement Fee. A cost associated with capital improvements constructed or under construction on the effective date of this Ordinance.

2.1.62 Replacement. Any actions which result in expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the design or useful life, whichever is longer, of the treatment works or other facilities to maintain the capacity and performance for which such works were designed and constructed.

2.1.63 Rules and Regulations. This Ordinance and all amendments thereto.

2.1.64 Sanitary Sewer. A conduit intended to carry liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.

2.1.65 Service Connection. That portion of a private sewer which has been constructed from the public sewer to the edge of the public right-of-way or sewer easement in which the public sewer is located.

2.1.66 Sewage. The water-carried human, animal, or vegetable wastes from residences, business buildings, institutions, and industrial establishments, together with groundwater infiltration and surface water as may be present. The admixture with sewage of industrial wastes or water shall be considered "sewage" within the meaning of this definition.

2.1.67 Sewage Disposal Agreement. An agreement between the District or City and any government agency or person providing for the delivery or receipt of sewage to or from the District sewerage system.

2.1.68 Sewage Treatment Plant. An arrangement of devices, structures, and equipment for treating sewage.

2.1.69 Sewer Easement. Any easement in which the District or City has the right to construct and maintain a public sewer.

2.1.70 Sewer Main Extension. Any extension or addition of the public sewer.

2.1.71 Sewer Service Area. An area served by sewage treatment facilities within the District or a defined geographic area which becomes a part of the District.

2.1.72 Sewer User. Any person using any part of the public sewerage system. In the case of tenants, the property owner shall also be considered the sewer user for that property.

2.1.73 Shall. The word "shall" is mandatory.

2.1.74 Significant Industrial User. The term significant industrial user means:

- (a) All industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter 1, subchapter N; and
- (b) Any other industrial user that: discharges an average of 25,000 gallons per day or more of processed wastewater to the sewerage system (excluding sanitary, non-contact cooling and boiler blowdown wastewater); contributes a process waste stream which makes up five (5%) percent or more of the average dry weather hydraulic or organic capacity of the District's treatment plant; or is designated as such by the District on the basis that the industrial user has a reasonable potential for adversely affecting the treatment plant's operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8(f)(6)).
- (c) Upon finding that an industrial user meeting the criteria of this definition has no reasonable potential for adversely affecting the District's operations or for violating any pretreatment standard or requirement, the District may at any time, on its own initiative or in response to a petition received from the industrial user, determine that such industrial user is not a significant industrial user.

2.1.75 Significant Non-Compliance. An Industrial User is in significant non-compliance if its violation meets one or more of the following criteria:

- (a) Chronic violations of wastewater discharge limits, defined as those in which sixty-six percent or more of all the measurements taken during a six-month period exceeded (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter;
- (b) Technical Review Criteria (TRC) violations, defined as those in which thirty-three percent or more of all of the measurements for each pollutant parameter taken during a six-month period equal or exceeded the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);
- (c) Any other violation of a Pretreatment effluent limit (daily maximum or longer-termed average) that the District determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of District or City personnel or the general public);
- (d) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or to the environment or has resulted in the District's exercise of its emergency authority to halt or prevent such a discharge;
- (e) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a permit or order for starting construction, completing construction, or attaining final compliance.
- (f) Failure to provide within 30 days after the due date, required reports, initial compliance reports, periodic compliance reports, and reports on compliance with compliance schedules;
- (g) Failure to accurately report noncompliance;
- (h) Any other violation or group of violations, which the District determines will adversely affect the operation or implementation of the Pretreatment Program.

2.1.76 Slugload. Any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary discharge. Any discharge which exceeds, for a period of longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour flow during normal operation or more than five (5) times a specified allowable concentration of any hazardous or toxic substance listed in, but not limited to, the toxic pollutant list set forth in Table II, attached to this Ordinance. In the case of batch discharges, the average flow shall be calculated using the actual discharge times.

2.1.77 Standard Industrial Classification, or SIC. A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget.

2.1.78 Standard Methods. The examination and analytical procedures set forth in the most recent edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

2.1.79 Storm Sewer. A sewer designed to carry only storm waters, surface runoff, street washwaters, or drainage.

2.1.80 Storm Water. Waters on the surface of the ground or underground resulting from precipitation.

2.1.81 Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and which is removable by laboratory filtering in accordance with the applicable procedures prescribed in 40 CRF Part 136.

2.1.82 System Development Charge. A reimbursement fee, an improvement fee or a combination thereof assessed or collected as a condition of connection to the sanitary sewer system. It shall also include that portion of a sanitary sewer connection charge that is greater than the amount necessary to reimburse the District for its average cost of inspecting connections to the sanitary sewer system. "System Development Charge" does not include (a) any fees assessed or collected as part of a local improvement district; (b) a charge in lieu of a local improvement district or assessment; or (c) the cost of complying with requirements or conditions imposed upon a land use decision.

2.1.83 Toxic Pollutant. Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provision of CWA 307(a), 503(13), or other federal Acts.

2.1.84 Unit. A unit of measurement of sewer usage assumed to be equivalent to the usage of an average single family dwelling unit. A unit is equivalent to sewage of a strength and volume normally associated with an average single family dwelling unit or its equivalent. Where unit equivalency must be computed it shall be equivalent to: (a) 1,000 cubic feet of water consumption per month; (b) .449 pounds of BOD₅ per day; and (c) .449 pounds of suspended solids per day.

2.1.85 Unpolluted Water or Liquids. Any water or liquid containing none of the following: free or emulsified grease or oil, acids or alkalis, substances that may impart taste and odor or color characteristics, toxic or poisonous substances in suspension, colloidal state or solution, odorous or otherwise obnoxious gases. Such water shall meet the current state standards for water use and recreation. Analytical determination shall be made in accordance with the applicable procedures prescribed in 40 CRF Part 136.

2.1.86 Upset. An exceptional incident in which an Industrial User unintentionally and temporarily is in a state of noncompliance with this Ordinance, due to factors beyond the reasonable control of the Industrial User, and excluding noncompliance to the extent caused by operational error, improperly designed or inadequate treatment facilities, lack of preventive maintenance or careless or improper operation thereof.

2.1.87 Useful Life. The period during which a treatment works or other specific facility operates.

2.1.88 User Charge. The periodic charges levied on all users of the public sewerage system for the cost of operation, maintenance, and replacement; including but not limited to, any other costs, such as, but not limited to, debt service, debt service coverage, capital improvements, etc.

2.1.89 Water of the State. All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State of Oregon or any portion thereof.

2.2 ADDITIONAL WORDS OR TERMS

Words, terms or expressions peculiar to the art or science of sewerage not hereinabove defined shall have the meanings given therefor in Glossary, Water and Wastewater Control Engineering, published in 1969 and prepared by a Joint Committee representing the American Public Health Association, American Society of Civil Engineers, American Water Works Association, and the Water Pollution Control Federation.

2.3 PRONOUNS

Pronouns indicating number or gender in this Ordinance are interchangeable and shall be interpreted to give effect to the requirements and intent of this Ordinance.

2.4 ABBREVIATIONS

The following abbreviations shall have the designated meanings:

ASTM	American Society for Testing and Materials
BOD	Biochemical Oxygen Demand
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand
CWA	Clean Water Act
DEQ	Department of Environmental Quality
EDU	Equivalent Dwelling Unit
EPA	Environmental Protection Agency
L	Liter
mg	Milligrams
mg/l	Milligrams per liter
OAR	Oregon Administrative Rules
ORS	Oregon Revised Statutes

SECTION 3 DISCHARGE REGULATIONS

3.1 GENERAL DISCHARGE PROHIBITIONS

3.1.1 Unpolluted Water and Storm Water

No persons shall discharge or contribute to the discharge of any storm water or other unpolluted water into the District or City sewerage systems.

3.1.2 Prohibited Substances

No persons shall discharge or cause to be discharged, directly or indirectly, into the public sewerage system any pollutant, substances, or wastewater which will interfere with the operation or performance of the public sewerage system, cause a pass through, have an adverse effect on the receiving stream, endanger life, limb or public property, or constitute a nuisance. Prohibited substances, shall include, but not be restricted to, the following:

- (a) Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient, either alone or by interaction with other substances to cause fire or explosion or be injurious in any way to persons, property or the public sewerage system. Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods of 40 CFR 261.21. At no time shall two (2) successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, fuel oils, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides.
- (b) Any sewage containing pollutants in sufficient quantity either at a flow rate or pollutant concentration, singularly or by interaction with other pollutants, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters, or exceed the limitations set forth in federal categorical pretreatment standards. Toxic pollutants shall include, but not be limited to, any pollutant listed in the toxic pollutant list set forth in Table II, attached to this Ordinance.
- (c) Any sewage having a pH lower than 5.5 Standard Unit ("S.U.") or higher than 11.5 S.U., or having any corrosive property capable of causing damage or hazard to structures, equipment or persons.

Facilities with continuous monitoring of pH shall not exceed the pH range of 5.5 S.U. to 11.5 S.U. more than a total of 15 minutes on any single day (cumulative duration of all excursions) provided that, at no time shall any discharge of a pH be lower than 5.0 S.U. or at/or above 12.5 S.U.

- (d) Any solid or viscous substances in quantities or size capable of causing obstruction to the flow of sewers or other interference with the proper operation of the sewage treatment plant such as, but not limited to, ashes, cinders, sand, mud, straw, insoluble shavings, metal, glass, rags, feathers, tar, creosote, plastics, wood, animal paunch contents, offal, blood, bones, meat trimmings and wastes, fish or fowl heads, entrails, trimmings and wastes, lard, tallow, baking dough, chemical residues, paint residues, cannery waste, bulk solids, hair and fleshings, or plastic or paper dishes, cups, or food or beverage containers, whether whole or ground.
- (e) Any pollutant having a temperature higher than 140 degrees Fahrenheit (60 degrees Celsius) or having temperatures sufficient to cause the influent to the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius). If, in the opinion of the District, lower temperatures of such wastes could harm either the sewers, sewage treatment process, or equipment, or could have an adverse effect on the receiving streams or otherwise endanger life, health or property, or constitute a nuisance, the District may prohibit such discharges.
- (f) Any sewage containing garbage that has not been properly shredded to one-half inch ($\frac{1}{2}$ ") or less in any dimension.
- (g) Any sewage containing unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate), which may interfere with the operation of the sewerage system.
- (h) Any sewage with objectionable color not removed in the treatment process (such as, but not limited to, dye and printing wastes and vegetable tanning solutions).
- (i) Any slug discharge, which means any pollutant, including oxygen demanding pollutants (BOD, etc.), released in a single discharge episode of such volume or strength as to cause interference to the sewerage system.
- (j) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into sewers for maintenance and repair.
- (k) Any hauled wastes or pollutants, except such wastes received at the District's sewage treatment plant under a District permit or at a District approved dump station pursuant to Section 10 of this Ordinance.
- (l) Any substance which may cause the District's sewage treatment plant to violate its NPDES Permit or the receiving water quality standards or any other permit issued to District or City.
- (m) Any wastewater which causes or may cause a hazard to human life or creates a public nuisance.
- (n) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as to exceed limits established by State or Federal regulations.

- (o) Any substance which may cause the District's sewage treatment plant effluent or any other product of the District's sewage treatment process such as residues, biosolids, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. (In no case, shall a substance discharged to the District's sewerage system cause the District to be in noncompliance with biosolids use or disposal criteria, guidelines, or regulations developed under Section 405 of the Clean Water Act; any criteria, guidelines, or regulations affecting biosolids use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used, or any amendments thereto.)
- (p) Petroleum oil, non-biodegradable cutting oil or products of mineral oil origin in amounts that will cause interference or pass through.
- (q) Pollutants which result in presence of toxic gases, vapors, or fumes in the POTW that may cause acute worker health and safety problems.

3.2 DISCHARGE LIMITATIONS

3.2.1 National Categorical Pretreatment Standards

National categorical pretreatment standards, as promulgated by the Environmental Protection Agency (EPA) pursuant to the Federal Water Pollution Control Act, if more stringent than limitations imposed under this Ordinance, shall be met by all Dischargers into the sewerage system who are subject to such standards.

3.2.2 State Requirements

State requirements and limitations on all discharges to the public sewerage system shall be met by all Dischargers who are subject to such standards in any instance in which the State standards are more stringent than Federal requirements and limitations, or those in this or any other applicable Ordinance.

3.2.3 District Requirements

No persons shall discharge into the public sewerage system any sewage containing the following:

- (a) Fats, wax, grease, or oils whether emulsified or not, in excess of 100 milligrams per liter for sources of petroleum origin, or in excess of 300 milligrams per liter for sources composed of fatty matter from animal and vegetable sources, or containing substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit and 150 degrees Fahrenheit (0 degrees Celsius and 65 degrees Celsius).
- (b) Strong acid, iron pickling wastes or concentrated plating solutions, whether neutralized or not, unless the Discharger has a valid Industrial Wastewater Discharge Permit that allows otherwise.

- (c) Pollutants in excess of the concentrations in Table III measured as a total of both soluble and insoluble concentrations for a composite representing the process day or at any time as shown by grab sample, unless the Discharger has a valid Industrial Wastewater Discharge Permit which establishes a different limitation for the specific pollutant as set forth in Table III.

3.2.4 Wastewater Discharge Permit Limitations

It shall be unlawful for an Industrial User with a valid Industrial Wastewater Discharge Permit to discharge wastes to the public sewerage system in excess of the limitations established in the discharge permit or in violation of the prohibited discharge substances described in Subsection 3.1.

3.2.5 Tenant Responsibility

Any occupant of the premises as a tenant under any rental or lease agreement shall be jointly and severally responsible for compliance with the provisions of these Rules and Regulations in the same manner as the owner.

3.2.6 More Stringent Limitations

The District reserves the right to amend these Rules and Regulations at any time to provide for more stringent limitations or requirements on discharges to the public sewerage system where it deems necessary to comply with the objectives of this Ordinance. Nothing in these Rules and Regulations shall prohibit a City served by the District from adopting more stringent limitations or requirements than are contained herein for its sewerage system.

3.2.7 Notification of Hazardous Waste Discharges

All Industrial Users shall notify the District in writing of any discharge into the POTW of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR, Part 261, as set forth in 40 CFR 403.12(p). Any Industrial User who commences discharging shall provide notification in accordance with 40 CFR 403.12(p) no later than 180 days after the discharge of any listed or characteristic hazardous waste(s).

3.2.8 Dilution

No discharger shall increase the use of potable or processed water in any way for the purpose of diluting a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the standards set forth in this Ordinance.

3.3 ACCIDENTAL DISCHARGES

Each Discharger shall provide protection from accidental discharge of prohibited substances or other substances regulated by this Ordinance. Where necessary, facilities to prevent accidental discharge of prohibited substances shall be provided and maintained at the Discharger's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the District for review, and shall be approved by the District before construction of the facility. Each existing Discharger shall complete his plan and submit it to the District upon request. No Discharger shall be permitted to introduce pollutants into the public sewerage system

until the accidental discharge protection procedures have been approved by the District. Review and approval of such plans and operating procedures by the District will not relieve the Discharger from the responsibility to modify its facility as necessary to meet the requirements of this Ordinance. Dischargers shall notify the District immediately upon the occurrence of an accidental discharge of substances, or slug loadings, prohibited by this Ordinance. The notification shall include location of discharge, date and time thereof, type of waste, concentration and volume, corrective actions taken.

3.3.1 Written Notice

Within five (5) days following an accidental discharge; the Discharger shall submit to the District a detailed written report describing the cause of the discharge and the measures to be taken by the Discharger to prevent similar future occurrences. Such notification shall not relieve the Discharger of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, harm to aquatic life, or any other damage to person or property; nor shall such notification relieve the discharger of any fines, civil penalties, or other liability which may be imposed by this subsection or other applicable law.

3.3.2 Notice to Employees

A notice shall be permanently posted on the Discharger's bulletin board or other prominent place advising employees whom to call in the event of an accidental discharge. Employers shall insure that all employees who may cause or discover such a discharge to occur are advised of the emergency notification procedure.

SECTION 4 INDUSTRIAL WASTES

4.1 GENERAL STATEMENT

4.1.1 Scope

This section of the Rules and Regulations sets forth uniform requirements for direct and indirect discharges of industrial wastes into the public sewerage system, and enables the District to comply with all applicable State and Federal laws required by the Clean Water Act and the General Pretreatment Regulations (40 CFR, Part 403). The District shall be empowered to enforce Section 307(b) and (c) and 402(b)(8) of the Clean Water Act and any implementing regulations pursuant to these Rules and Regulations. Enforcement may include injunctive or any other relief in Federal and State courts or through administrative hearings.

The objectives of this section of the Rules and Regulations are to prevent the introduction of pollutants into the public sewerage system which will interfere with the operation of the systems or contaminate the resulting biosolids; to prevent the introduction of pollutants into the public sewerage system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system; to improve the opportunity to recycle or reclaim wastewaters and biosolids from the system; and to provide for equitable distribution of the cost of the District sewerage system.

This section provides for the regulation of direct and indirect discharges of industrial wastes to the public sewerage system through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorizes monitoring and enforcement activities, requires user reporting, assumes that existing customer capacity will not be preempted, and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

4.1.2 Signatory Requirements

All applications, reports, or information submitted to the District shall be signed and certified in accordance with 40 CFR 403.12(l).

4.1.3 Provision on Fraud and False Statements

Any reports required in this Ordinance and any other documents required to be submitted to the District or maintained by the Industrial User shall be subject to enforcement provisions of municipal and state law relating to fraud and false statements. In addition, the Industrial User shall be subject to: (a) the provisions of 18 U.S.C. Section 1001 relating to fraud and false statements; (b) the provisions of Sections 309(c)(4) of the Clean Water Act, as amended governing false statements, representation or certification; and (d) the provision of Section 309(c)(6) regarding responsible corporate officers.

4.2 INDUSTRIAL WASTEWATER DISCHARGE PERMITS

4.2.1 Requirements for a Permit

All users discharging or proposing to discharge industrial wastes into any sewer outlet within the jurisdiction of the District or which flow to the public sewerage system shall obtain an Industrial Wastewater Discharge Permit from the District if:

- (a) The discharge is subject to promulgated national categorical pretreatment standards; or
- (b) The discharge, as determined by the District, under 40 CFR Part 403 contains pollutants in concentrations or quantities that interfere or have the potential to interfere with the operation of the public sewerage system; has a significant impact or potential for a significant adverse impact on the public sewerage system, either singly or in combination with other contributing industries; or increases the cost of operation of the sewerage system; or
- (c) The discharge requires pretreatment in order to comply with the discharge limitations set forth in Section 3 of this Ordinance; or
- (d) The discharge contains suspended solids or BOD in excess of 350 mg/l, or in excess of thirty (30) pounds in any one day; or
- (e) The discharge contains wastes requiring unusual quantities of chlorine (more than 20 mg/l) for treatment at the treatment plant; or
- (f) The discharge exceeds an average flow of 10,000 gallons or more in any one day, excluding sanitary, non-contact cooling water and boiler blowdown wastewater, or contributes a maximum instantaneous flow which exceeds ten (10) percent of the capacity of the available lateral or appropriate trunk sewer; or
- (g) Contributes a process waste stream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW; or
- (h) The discharge is a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR, Part 261.

4.2.2 Permit Applications

Application for an Industrial Wastewater Discharge Permit shall be made to the District on forms provided by the District. The application shall not be considered as complete until all information identified on the form is provided, unless specific exemptions are granted by the District. Completed applications shall be made within thirty (30) days of the date requested by the District or, for new sources, at least ninety (90) days prior to the date that discharge to the sewerage system is to begin.

4.2.3 Industrial Waste Inspection

After the submitted discharge permit application has been received and reviewed, the District may schedule with the applicant an industrial waste inspection. The industrial waste inspection will consist of an interview with applicant personnel and a plant tour. At the interview, the applicant's application, waste generating process, water consumption, wastewater composition and quantities of wastewater flow are discussed. As part of the tour of that plant, an industrial waste sampling point will be identified. The sampling location, if appropriate and acceptable to the District, will be used for both self-monitoring and monitoring by District personnel for water quality and quantity monitoring and permit enforcement. The investigator's report of the inspection, together with the completed permit application from the industry, form the basis for establishing the discharge permit conditions.

4.2.4 Issuance of Permit

After full evaluation and acceptance of the data furnished by the applicant, the District may approve the basis for a permit and issue an Industrial Wastewater Discharge Permit subject to the terms and conditions provided herein. No permit shall be issued or effective until payment of the applicable initial or renewal fees as the Board may prescribe by Order. All fees charged by the District may be amended at any time by an Order of the Board. The permittee shall reapply with the District for reissuance of its permit at least 90 days prior to the permit expiration date. Reapplication shall be on the form provided by the District.

4.2.5 Permit Conditions

Industrial Wastewater Discharge Permits shall specify, where applicable, the following:

- (a) Fees and charges to be paid upon initial permit issuance;
- (b) Limits on the average and maximum wastewater constituents and characteristics;
- (c) Limits on average and maximum rate and time of discharge and/or requirements for flow regulations and equalization;
- (d) Requirements for installation and maintenance of inspection and sampling facilities compatible with facilities of the District;
- (e) Special conditions as the District may reasonably require under particular circumstances of a given discharge including sampling locations, frequency of sampling, number, types, and standards for test and reporting schedule;
- (f) Compliance schedules;
- (g) Requirements for submission of special technical reports or discharge reports where the same differ from those prescribed by this Ordinance;
- (h) An effective date and expiration date of the permit;
- (i) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the District, Oregon DEQ and the EPA, and affording District access thereto for purposes of inspection and copying;

- (j) Requirements for inspection and surveillance by District personnel and access to the Industrial User's parcel;
- (k) Requirements for notification to the District of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents, including listed or characteristic hazardous wastes, being introduced into the District sewerage system or any significant change in the production where the permit incorporates equivalent mass or connection limits calculated from a production based standard.
- (l) Requirements for notification to the District of slugload discharges and slug control plans;
- (m) Other conditions as deemed appropriate by the District to ensure compliance with this Ordinance and Federal and State statutes, and Administrative Rules.
- (n) Statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule.
- (o) Duty to reapply and to obtain a new permit should the permittee wish to continue the activity regulated by the discharge permit following the expiration date of the discharge permit.
- (p) Requirements that samples and measurements taken for purposes of monitoring be representative of the monitored activity, including but not limited to the volume and nature of the discharge.

4.2.6 Permit Modifications

An Industrial Wastewater Discharge Permit may be modified for good and valid cause at the written request of the permittee and/or at the discretion of the District. Any new or increased discharge shall require the Discharger to apply for permit modification. The District at all times has the right to deny or condition new or increased contributions or changes in the nature of pollutants to meet applicable pretreatment standards or requirements or to prevent violation of its NPDES permit or any permit issued to the District or City. Permittee modification requests shall be submitted to the District and shall contain a detailed description of all proposed changes in the discharge. The District may request any additional information needed to adequately prepare the modification or assess its impact.

The District may deny a request for modification if, as determined by the District, the change will result in violations of District, State, or Federal laws or regulations; will overload or cause damage to any portion of the District or City sewerage systems; or will create an imminent or potential hazard to personnel.

If a permit modification is made at the discretion of the District, the permittee shall be notified in writing of the proposed modification at least 30 days prior to its effective date and shall be informed of the reasons for the changes. Any request for reconsideration shall be made before the effective date of the changes.

4.2.7 Permit Duration/No Property Interest Acquired

All Industrial Wastewater Discharge Permits shall be issued for a specified time period, not to exceed five (5) years, as determined by the District and subject to amendment, revocation, suspension or termination as provided in these Rules. No Discharger acquires any property interest by virtue of permit approval and continued approval is expressly contingent upon compliance with all applicable federal, state, and local requirements.

4.2.8 Limitations on Permit Transfer

Industrial Wastewater Discharge Permits are issued to a specific Discharger for a specific operation and are not assignable to another Discharger or transferable to any other location without the prior written approval of the District and provision of a copy of the existing permit to the new owner or operator.

4.2.9 Permit Revocation

Industrial Wastewater Discharge Permits may be revoked for the following reasons:

- (a) Failure to notify the District of significant changes to the wastewater prior to the changed discharge;
- (b) Falsifying self-monitoring reports;
- (c) Tampering with monitoring equipment;
- (d) Refusing to allow the District timely access to the facility premises and records;
- (e) Failure to meet effluent limitations;
- (f) Failure to pay fines;
- (g) Failure to pay user charges;
- (h) Failure to meet compliance schedules;
- (i) Failure to provide advance notice of the transfer of a permitted facility;
- (j) Violation of any applicable pretreatment standard or requirement or any terms of the permit or these Rules and Regulations.

Permits shall be voidable upon nonuse, cessation of operations, transfer of business ownership. All are void upon the issuance of a new Industrial Wastewater Discharge Permit.

4.3 PRETREATMENT FACILITIES

4.3.1 General Requirements

If, as determined by the District, treatment facilities, operation changes or process modifications at an Industrial User's facility are needed to comply with any requirements under this Ordinance or are necessary to meet any applicable pretreatment standards or requirements, the District may require that such facilities be constructed or modifications or changes be made within the shortest reasonable time, taking into consideration construction time, impact of the untreated waste on the public sewerage system, economic impact on the facility, impact of the waste on the marketability of the District's treatment plant biosolids, and any other appropriate factor.

Existing Sources and New Sources shall meet the deadlines for installation and start-up of equipment and compliance with Categorical Pretreatment Standards established according to 40 CFR 403.6(b).

4.3.2 Condition of Permit

Any requirement in Paragraph 4.3.1 may be incorporated as part of an Industrial wastewater Discharge Permit issued under Subsection 4.2 and made a condition of issuance of such permit or made a condition of the acceptance of the waste from such facility.

4.3.3 Plans, Specifications, and Construction

Plans, specifications and other information relating to the construction or installation of pretreatment facilities required by the District under this Ordinance shall be submitted to the District. No construction or installation thereof shall commence until written approval of plans and specifications by the District is obtained. Plans must be reviewed and signed by an authorized representative of the Discharger and certified by a qualified professional engineer. No person, by virtue of such approval, shall be relieved of compliance with other laws of the City, County, or State relating to construction and to permits. Every facility for the pretreatment or handling of wastes shall be constructed in accordance with the approved plans and installed and maintained at the expense of the Discharger.

4.3.4 Sampling and Monitoring Facility

Any person constructing a pretreatment facility, as required by the District, shall also install and maintain at his own expense a sampling manhole or other suitable monitoring access for checking and investigating the discharge from the pretreatment facility to the public sewer. The sampling manhole or monitoring access shall be placed in a location designated by the District and in accordance with specifications approved by the District.

4.4 REPORTING REQUIREMENTS

4.4.1 Initial Compliance Report

Within one hundred eighty (180) days after the effective date of a Categorical Pretreatment Standard issued by the Environmental Protection Agency (EPA) or within ninety (90) days after receiving notification from the District that such a standard has been issued, whichever is sooner, existing Industrial Waste Dischargers subject to such standard shall submit to the District a baseline monitoring report, as required by the EPA pretreatment regulations, which includes the following:

- (a) The name and address of the facility and the name of the owner and operator;

- (b) A list of any environmental control permits on the facility;
- (c) A description of the operation(s);
- (d) The measured average and maximum daily flow from regulated process streams and other streams as necessary to allow use of the combined wastestream formula;
- (e) Measurement of the particular pollutants that are regulated in the applicable pretreatment standard and results of sampling as required in the permit;
- (f) A statement reviewed by an authorized representative and certified by a qualified professional as to whether the applicable standards are being consistently met and, if not, what additional measures are necessary to meet them; and
- (g) If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, a report on the shortest schedule by which the needed pretreatment and/or operation and maintenance can be provided. The compliance date for users covered by categorical pretreatment standards should not be later than the compliance date established for the particular standard. The report shall be reviewed and signed by an authorized representative of the Discharger and certified to by a qualified professional engineer.

New sources subject to an effective categorical pretreatment standard issued by the EPA shall submit to the District, 90 days prior to commencement of their discharge into the sewerage system, a report which contains the information listed in items (a) through (e) above, along with information on the method of pretreatment the source intends to use to meet applicable pretreatment standards.

These reports shall be completed in compliance with the specific requirements of Section 403.12(b) of the General Pretreatment Regulations for Existing and New Sources (40 CFR Part 403) promulgated by the EPA on January 28, 1981, or any subsequent revision thereto, including the signatory requirements 403.12(l) for industrial user reports.

If the information required by these reports has already been provided to the District and that information is still accurate, the Discharger may reference this information instead of submitting it again.

4.4.2 Report on Compliance

Within ninety (90) days following the date for final compliance with applicable Categorical Pretreatment Standards or, in the case of a New Source, within sixty (60) days following commencement of the introduction of wastewater into the public sewerage system, any Discharger subject to applicable pretreatment standards and requirements shall submit to the District a report indicating the nature and concentration of all pollutants in the wastestream from the regulated process and the average and maximum daily flow for these process units, and long term production data, or actual production data, when requested. This report shall also include an estimation of these factors for the ensuing twelve (12) months. The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional operation and maintenance and/or pretreatment is necessary to bring the Discharger into compliance with the applicable pretreatment standards or requirements. This statement shall be

signed by an authorized representative of the Discharger and certified to by a qualified professional engineer. A new source is required to achieve compliance within 90 days after commencement of discharge.

If the Industrial Discharger is required to install additional pretreatment or provide additional operation and maintenance, a schedule will be required to be submitted. The schedule shall contain increments of progress in the form of dates for commencement and completion of major events leading to the construction and operation of additional pretreatment or operation and maintenance (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.) No increment of progress shall exceed nine (9) months. The Industrial Discharger shall submit a progress report to the District including, at a minimum, whether or not it complied with the increment of progress to be met on such a date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the industrial discharger to return the construction to the schedule established. This progress report shall be submitted not later than fourteen (14) days following each date in the schedule and the final date of compliance. In no event shall more than nine (9) months elapse between such progress reports to the District.

4.4.3 Periodic Compliance Reports

Any Discharger that is required to have an Industrial Wastewater Discharge Permit pursuant to this Ordinance shall submit to the District during the months of June and December, unless required on other dates and/or more frequently by the District, a report indicating the nature of its effluent over the previous six-month period. The report shall include, but is not limited to, a record of the nature and concentrations (and mass if limited in the permit) for all samples of the limited pollutants that were measured and a record of all flow measurements that were taken or estimated average and daily maximum flows, and long term production data, or actual production data, when requested.

The frequency of the monitoring shall be determined by the District and specified in the Industrial Wastewater Discharge Permit. If there is an applicable effective Federal Categorical Pretreatment Standard, the frequency shall be not less than that prescribed in the standard. If a Discharger monitors any pollutant more frequently than required by the District, all monitoring results must be included in the periodic compliance reports.

Flows shall be reported on the basis of actual measurement; provided, however, where cost or feasibility considerations justify, the District may accept reports of average and maximum flows estimated by verifiable techniques.

The District may require reporting by Industrial Dischargers that are not required to have an Industrial Wastewater Discharge Permit if information and/or data is needed to establish a sewer charge, determine the treatability of the effluent or determine any other factor which is related to the operation and maintenance of the sewer system.

The District may require self-monitoring by the Discharger, or if requested by the Discharger, may agree to perform the periodic compliance monitoring needed to prepare the periodic compliance report required under this Subsection of the Ordinance. If the District agrees to perform such periodic compliance monitoring, the District will charge the Discharger for the monitoring based upon the costs incurred by the District for the sampling and analyses.

4.4.4 TTO Reporting

Those industries which are required by EPA to eliminate and/or reduce the levels of total toxic organics (TTO's) discharged into the public sewerage system must follow the National Categorical Pretreatment Standards for that industry.

4.4.5 Violations

The Industrial User shall notify the District within twenty-four (24) hours of becoming aware of a sampling activity which indicates a violation of the permit. The Industrial User shall repeat the sampling and analysis and submit their results to the District as soon as possible, but in no event later than thirty (30) days after becoming aware of the violation.

4.5 INSPECTION AND SAMPLING

4.5.1 Inspection

Authorized District representatives may inspect the monitoring facilities of any Industrial Waste Discharger to determine compliance with the requirements of the Ordinance. The Discharger shall allow the District to enter upon the premises of the Discharger at all reasonable hours, for the purpose of inspection, sampling, or records examination and copying. The District shall also have the right to set up on the Discharger's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. The right of entry is to the Industrial User's entire premises, and includes, but is not limited to, access to manufacturing, production, and chemical storage areas, to those portions of the premises that contain facilities for sampling, measuring, treating, transporting, or otherwise handling wastes, and storing records, reports or documents relating to the pretreatment, sampling, or discharge of the wastes. The following conditions for entry shall apply:

- (a) The authorized District representative shall present appropriate credentials at the time of entry;
- (b) The purpose of the entry shall be for inspection, observation, measurement, sampling, testing or record examination and copying in accordance with the provisions of this Ordinance;
- (c) The entry shall be made at reasonable times during normal operating or business hours unless an emergency situation exists as determined by the District; and
- (d) All regular safety and sanitary requirements of the facility to be inspected shall be complied with by the District representative(s) entering the premises.

4.5.2 Sampling

Samples of wastewater being discharged into the public sewage system shall be representative of the discharge and shall be taken after treatment, if any. A minimum of four grab samples must be

used for pH, cyanide, total phenols, oil grease, sulfides, and volatile organics. For all other pollutants, the sampling method shall be by obtaining 24-hour composite samples through flow proportional composite sampling techniques where feasible. The District may waive flow proportional composite sampling for any industrial user that demonstrates that flow proportional composite sampling is infeasible. In such cases, the samples may be obtained through time proportional composite sampling techniques or through a minimum of four grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged.

Samples that are taken by the District for the purposes of determining compliance with the requirements of this Ordinance shall be split with the Discharger (or a duplicate sample provided in the instance of fats, oils, and greases) if requested before or at the time of sampling.

All sample analyses shall be performed in accordance with techniques prescribed in 40 CFR Part 136 and any amendments thereto. Where 40 CFR Part 136 does not include a sampling or analytical technique for the pollutant in question, or where the District determines that the Part 136 Sampling and Analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed using validated analytical methods or any other sampling and analytical procedures including procedures suggested by the District or other parties, that have been approved by the Administrator of the United States Environmental Protection Agency.

4.5.3 Monitoring Facilities

- (a) Any person discharging industrial waste into the public sewerage system which requires an Industrial Wastewater Discharge Permit shall, at their own expense, construct and maintain an approved control manhole, together with such flow measurement, flow sampling and sample storage facilities as may be required by the District. The facilities required shall be such as are reasonably necessary to provide adequate information to the District to monitor the discharge and/or to determine the proper user charge.
- (b) Such monitoring facilities shall be located on the Discharger's premises except when, under circumstances approved by the District, it must be located in a public street or right-of-way, provided it will not be obstructed by landscaping or parked vehicles.
- (c) There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measurement equipment shall be maintained at all times in a safe and proper operating condition at the expense of the Discharger.
- (d) Whether constructed on private or public property, the sampling and monitoring facilities shall be provided in accordance with the District's requirements and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written notification by the District.
- (e) Dischargers shall allow the District and City and their representatives, access to monitoring facilities on their premises at all times. The District and City shall have the right to set up such supplementary monitoring equipment as it may require.

- (f) The District may, in lieu of requiring measurement sampling and monitoring facilities, procure and test, at the user's expense, sufficient composite samples on which to base and compute the user charge. In the event that measurement sampling and monitoring facilities are not required, the user charge shall be computed using the metered water flow to the premises as a basis for waste flow and the laboratory analysis of samples procured as the basis for computing BOD and suspended solids content. Metered water flow shall include all water delivered to or used on the premises. In the event that private water supplies are used, they shall be metered at the user's expense. Cooling waters or other waters not discharged into the public sewerage system may be separately metered at the user's expense in a manner approved by the District, and all or portions of these waters deducted from the total metered water flow to the premises subject to District approval.

4.6 CONTROL OF DISCHARGE

It shall be the responsibility of every Industrial User to control the discharge of industrial wastewater into the public sewerage system, or any private or side sewer which drains into the public sewerage system, so as to comply with this Ordinance and the requirements of any applicable wastewater discharge permit issued pursuant to the provisions of this Ordinance.

4.7 CHANGE IN PERMITTED DISCHARGE

It shall be the responsibility of every Industrial User to promptly report to the District any changes (permanent or temporary) to the Discharger's premises or operations that change the quality or quantity of the wastewater discharge. Changes in the discharge involving the introduction of a wastestream(s), or hazardous waste as set forth in 40 CFR, Part 261, not included in or covered by the Discharger's Industrial Wastewater Discharge Permit Application itself shall be considered a new discharge, requiring the completion of an application as described under Subsection 4.2. Any such reporting shall not be deemed to exonerate the Discharger from liability for violations of this Ordinance. Any industrial user operating under equivalent mass or concentration limits calculated from a production based standard shall notify the District within two business days after the industrial user has a reasonable basis to know that the production level will significantly change within the next calendar month. An industrial user not notifying the District of such anticipated change will be required to meet the mass or concentration limits that were based on the original estimate of the long-term average production rate.

4.8 RECORDS

All Dischargers subject to this Ordinance shall retain and preserve for not less than three (3) years all records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling, and chemical analyses made by or on behalf of a Discharger in connection with its discharge. All such records shall be subject to review by the District. All records which pertain to matters subject to appeals or other proceedings before the Director or the Board, or any other enforcement or litigation activities brought by the District shall be retained and preserved until such time as all enforcement or other activities have concluded and all periods of limitation with respect to any and appeals have expired.

4.9 CONFIDENTIAL INFORMATION

4.9.1 Public Inspection

Information and data furnished to the District regarding frequency and nature of discharges into the public sewerage system or other information submitted in the regular course of reporting and, compliance with the requirements of these Rules and Regulations or the Industrial User's Permit, shall be available to the public or other governmental agencies without restriction unless the industrial user claims, when submitting the data, and satisfies the District as to the validity of the claim, that release of the information would divulge information, processes or methods of production entitled to protection as "trade secrets" under federal laws or ORS 192.501(2). Such portions of an industrial user's report which qualify as trade secrets shall not be made public. Notwithstanding the foregoing, the United States Environmental Protection Agency and the State of Oregon Department of Environmental Quality shall have access to all records at all times. Effluent data, as defined and set forth in 40 CFR Part 2 incorporated by reference hereto, shall be available to the public.

4.9.2 Disclosure in the Public Interest

Nothing in paragraph 4.9.1 shall prevent disclosure of any information submitted by an industrial user when the public interest in that case requires disclosure. Disclosure to other governmental agencies for uses related to this ordinance is in the public interest.

4.9.3 Procedure

- (a) An industrial user submitting information to the District may assert a "trade secret" or "business confidentiality" claim covering the information by placing on or attaching to the information a cover sheet, stamped or type legend or other suitable form of notice employing language such as "trade secret", "proprietary" or "business confidential". This shall be done at the time of submission. Post submittal claims of confidentiality will not be considered unless good cause is shown by the industrial user to the satisfaction of the Director. Allegedly confidential portions of otherwise non-confidential documents shall be clearly identified by the industrial user and may be submitted separately to facilitate identification. If the industrial user desires confidential treatment only until a certain date or until the occurrence of a certain event, the notice shall so state. If no claim of confidentiality is made at the time of submission, the District may make the information available to the public without further notice. If a claim is asserted, the information will be evaluated pursuant to the criteria of ORS 192.501(2) and 40 CFR Part 2 relating to Effluent Data.
- (b) The industrial user must show that it has taken reasonable measures to protect the confidentiality of the information, that it intends to continue to take such measures and must show that the information claimed to be confidential (a) is not patented; (b) is known only to a limited number of individuals within the industrial user who are using it to make or produce an article of trade or a service or to locate a mineral or other substance; (c) has commercial value; (d) gives the industrial user a chance to obtain a business advantage over competitors not having the information; and (e) is not, and has not been, reasonably obtainable without the industrial user's consent by other persons (other than governmental bodies) by use of legitimate means (excluding discovery in litigation or administrative proceedings).

- (c) The District shall examine the information meeting the criteria set forth above and to the extent allowed, will determine what information, if any, is confidential.
- (d) If the District determines that the information is confidential, it shall so notify the industrial user. If a request for inspection under the public records law has been made, the District shall notify the person requesting the information of its confidentiality and notify the industrial user of the inquiry and the District's response.
- (e) If the District determines that the information is not entitled to confidential treatment, the District shall notify the industrial user of its decision, as well as any other person who has requested the information.
- (f) Any party aggrieved by a ruling of the District may, within three business days of the decision, seek reconsideration by filing a written request accompanied by any additional supporting arguments or explanation supporting or denying confidentiality. Once the final decision is made, the District will wait five business days before releasing the subject information so that the industrial user may have an adequate time to obtain judicial relief to prevent disclosure.
- (g) Information deemed confidential or, while a decision thereon is pending, will be kept in a place inaccessible to the public.
- (h) Nothing herein shall prevent a party requesting information to exercise remedies provided by the Oregon Public Records law to obtain such information. Nothing herein shall prevent the industrial user from undertaking those remedies to prevent disclosure if the District has determined that such disclosure will occur. The District will not oppose any motion to intervene or other action taken by an industrial user to perfect standing to make any confidentiality claims before a court of competent jurisdiction.

4.10 ENFORCEMENT OF STANDARDS THROUGH ADMINISTRATIVE PENALTIES

4.10.1 Enforcement

In addition to the imposition of civil penalties, the District shall have the right to enforce this ordinance by injunction, or other relief, and seek fines, penalties and damages in Federal or State courts.

Any discharger that fails to comply with the requirements of these Rules and Regulations or provisions of its Industrial Wastewater Discharge Permit may be subject to enforcement actions as prescribed below in addition to those developed by the District.

(a) Violations

(1) A violation shall have occurred when any requirement of these Rules and Regulations has not been met.

(2) Each day a violation occurs or continues shall be considered a separate violation.

(3) For violations of discharge limits, each parameter that exceeds a discharge limit shall be considered a separate violation;

(4) Significant Non-Compliance: Significant non-compliance with applicable pretreatment requirements exists when a violation by any discharger meets one or more of the criteria defined in Section 2.

(b) Enforcement Mechanisms

(1) In enforcing any of the requirements of this ordinance or rules or procedures adopted hereunder, the District may:

(i) Take civil administrative action (such as issuance of notices of violations, administrative fines, revocation of a permit) as outlined in herein;

(ii) Issue compliance orders;

(iii) Cause an appropriate action (such as civil litigation, criminal prosecution) to be instituted in a court of competent jurisdiction;

(iv) Terminate sewer service; or

(v) Take such other action as the District deems appropriate.

(2) The type of enforcement action shall be based, but not limited by the duration and the severity of the violation; impacts on water quality, biosolids, disposal, interference, worker health and safety; violation of the District's NPDES permit. Enforcement shall, generally, be escalated in nature.

(3) Whenever the District finds that any discharger has violated any provisions of these Rules and Regulations, or its waste discharge permit, it shall take appropriate enforcement action against the noncomplying industry based on its enforcement response procedures. The discharger will be required to comply with all requirements contained in the enforcement document issued by the District to include such items as responding in a timely fashion to notices of violation letters, compliance inquiry letters, or show cause hearings, and compliance with all terms of compliance orders or other enforcement mechanisms as established by the District.

4.10.2 Imposition of Civil Penalties

The District may impose civil penalties including, but not limited to, fines, damages, modification or revocation of permit and/or cessation of services when any Industrial User (a) fails to factually report the wastewater constituents and characteristics of its discharge; (b) fails to report significant changes in wastewater constituents or characteristics; (c) tampers with sampling and monitoring equipment; (d) refuses reasonable access to the user's premises by representatives of the District for the purpose of inspection or monitoring; or (e) violates any condition or provision of its permit, this Ordinance, any rule adopted pursuant hereto, or any final judicial order entered with respect thereto. Nothing herein shall prevent the District from seeking injunctive or declaratory relief or any other remedy available under Federal or State law.

4.10.3 Procedure for Imposition of Civil Penalties

Procedures for the imposition of civil penalties on Industrial Users shall be in accordance with Section 11. In addition to any other remedy or penalty, the District may assess civil penalties of at least \$1,000 per day for each violation.

4.10.4 Emergency Suspension of Service and Permits Notwithstanding Any Other Provisions of This Ordinance

In addition to the procedures given in Section 11 for the enforcement of the civil penalty, the District may immediately cause to be suspended wastewater treatment service and/or the sewer permit of an Industrial User when it appears that an actual or threatened discharge presents, or may present, an imminent danger to the health or welfare of persons or the environment, interferes with the operations of the public sewerage system, or violates any pretreatment limits imposed by this Ordinance, any rule adopted or any permit issued pursuant hereto, or any other applicable law.

The suspension notice shall be served upon the Industrial User by personal, office, or substitute service as those terms are defined in the Oregon Rules of Civil Procedure, or by certified or registered mail, return receipt requested, unless the emergency nature of the suspension makes service impracticable.

Any Industrial User notified of the suspension of the Industrial User's permit and/or service shall cease all discharges within the time determined solely by the District and specified in the suspension notice. If the Industrial User fails to comply voluntarily with the notice of suspension, the District may immediately, in its discretion, enter upon the property and disconnect the service, or seek a temporary restraining order or other relief from the Circuit Court to compel compliance or may proceed judicially or administratively as set forth in these Regulations to insure compliance with this Ordinance. The District shall reinstate the permit and/or service of the Industrial User and may terminate, in its discretion, any proceedings brought upon proof by the user of the elimination of the noncomplying discharge or conditions creating the threat of imminent or substantial danger as set forth above.

4.10.5 Operational Upset

Any Industrial User who experiences an upset in operations which place the industrial user in a temporary state of noncompliance with this Ordinance, and/or any rule adopted or permit issued pursuant hereto, shall inform the District thereof as soon as practicable, but not later than twenty-four (24) hours after first awareness of commencement of the upset. Where such information is given orally, a written follow-up report thereof shall be filed by the industrial user with the District within five (5) days.

An upset shall constitute an affirmative defense to an action brought for noncompliance if the Industrial User demonstrates, through properly signed, contemporaneous operating logs or other relevant evidence (a) a description of the upset, the cause(s) thereof, and the upset's impact on the industrial user's compliant status; (b) the duration of noncompliance including exact dates and times or if not corrected the anticipated time that noncompliance is expected to continue; (c) all steps taken, or to be taken to reduce, eliminate and prevent recurrence of such upset or other conditions of

noncompliance; and workmanlike manner and in compliance with applicable operational maintenance procedures.

A documented, verified, and bona fide operation upset, including good faith and reasonable remedial efforts to rectify the same, shall be an affirmative defense to any enforcement action brought by the District against an industrial user for any noncompliance with this Ordinance or any rule adopted or permit issued pursuant hereto which arises out of violations alleged to occur during the period of the upset. In an enforcement proceeding, the industrial user seeking to establish the occurrence of an upset shall have the burden of proof.

The Industrial User shall control production for all discharges to the extent necessary to maintain compliance with this ordinance or any rule adopted or permit issued pursuant hereto upon reduction, loss or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in a situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

4.10.6 Bypass

Bypass means the intentional diversion of waste streams from any portion of an industrial users treatment facility. Bypass is prohibited and the District may take enforcement action against an industrial user for a bypass, unless: (a) the bypass was unavoidable to prevent loss of life, personal injury or severe property damage as defined in 40 CFR 403.17(a)(2); (b) there was no feasible alternatives to the bypass such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of down time or preventative maintenance; and (c) the Industrial User submitted notices as set forth below.

If an Industrial User knows in advance of the need for a bypass, it shall submit prior notice to the District, if possible, at least ten days before the date of the bypass. The District may approve an anticipated bypass after considering its adverse effects, if the District determines that it will meet the three conditions set forth above.

An Industrial User shall submit oral notice of an unanticipated bypass that exceeds applicable Pretreatment Standards to the District within 24 hours from the time the Industrial User becomes aware of the bypass. A written submission shall also be provided within five days of the time the industrial user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The District may waive the written report on a case-by-case basis if the oral report has been received.

An Industrial User may allow any bypass to occur which does not cause Pretreatment Standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of the paragraphs of this section.

4.10.7 Affirmative Defense

Any Industrial User shall have an affirmative defense in any action brought against it alleging a violation of the general prohibitions covered in 40 CFR 403.5(a)(1) and the specific prohibitions covered in 40 CFR 403.5(b)(3), (4), (5), (6) and (7) in addition to those covered in this Ordinance. The Industrial User in its demonstration shall be limited to provisions of 40 CFR 403.5(a)(2)(i) and (ii).

4.10.8 Public Notification

At least annually, the District shall publish in a newspaper of general circulation in the District, a list of the Industrial Users who were in significant noncompliance of Applicable Pretreatment Standards or requirements for the preceding twelve (12) months, in accordance with and as defined in 40 CFR 403.8(f)(2)(viii).

SECTION 5 USE OF PUBLIC SEWERS REQUIRED

5.1 GENERAL

The owner of any building situated within the District and proximate to any street or sewer easement in which there is located a public sewer of the District or City may request permission, at owner's expense, to connect said building directly to the proper public sewer in accordance with the provisions of these Rules and Regulations and other applicable codes. Such request shall be made through proper application to connect to the sanitary sewer system.

5.2 DISCONNECTION

A property owner may request disconnection from the District's system provided all applicable statutes, rules and ordinances are complied with. The property owner shall pay a disconnection inspection fee at the time disconnection is requested. The inspection fee is based upon staff time, materials, mileage, other expenses, and a reasonable allocation of general overhead expenses. The fee shall be due and payable immediately upon billing. The fee may be amended from time to time by order of the Board.

5.3 HEALTH HAZARDS

Where it is determined that property not within the boundaries of the District has a failing subsurface disposal system constituting a health hazard, the property owner may apply to the District for annexation. Annexation will occur by an Order of the Board finding a health hazard, said Order subject to compliance with all applicable statutes. If the property is within the Urban Growth Boundary the property must be annexed to the City and District, and no extraterritorial extension of service will be allowed unless in conformance with the then existing Rules of the Tri-City Advisory Committee. If extraterritorial extension is allowed, the property owner shall agree to pay all amounts determined under these Rules and Regulations in the District's applicable assessment formulas or collection sewer charge so that the proportionate fair share for service is fully paid.

SECTION 6 CONNECTION RULES AND SPECIFICATIONS

6.1 GENERAL REQUIREMENTS

All connections and specifications shall be in accordance with the Ordinances and laws of the District, the affected City, the Plumbing Code of the State of Oregon, and any other federal or state requirement.

6.2 GREASE, OIL, SAND AND SCUM TRAPS

All restaurants, fast food, delicatessens, taverns, and other food preparation facilities which prepare food onsite, service stations, automotive repair facilities or any other facility so determined by the District and/or city shall install grease, oil, sand and scum trap separators to remove fats, oils, greases, and scums. In addition, all proprietors will be responsible for cleaning and maintaining these separators. The District and/or City shall also have the authority to enter upon premises drained by any side sewer, at all reasonable hours, to ascertain whether this provision of limiting the introduction of fats, oils, greases, and scums to the system has been complied with. Violators of this provision may be directed to prepare a schedule of corrective action, pay a penalty as prescribed in Section 11, or both.

6.3 HOLD HARMLESS

All users of the system, all contractors who may perform work on the system in any manner, and all other persons or entities whose actions may affect the system shall indemnify and hold harmless the District, the City, their officers, employees, and representatives from and against all suits, actions, or claims of any character or nature brought because of any injuries or damages received or sustained by any person, or property, or alleged to have been so received or sustained on account of the actions, or failure to act, of such users, contractors, or other persons, their subcontractors, employees or representatives. Such indemnification shall include the cost of defense of such claims, including attorney's fees.

6.4 ABANDONED CONNECTION

Any connection that is abandoned shall be capped or plugged by the property owner at the private property line or easement line at his sole cost and expense. All materials to plug or cap the service connection shall be approved by the District and/or city and inspected by the District and/or City prior to backfilling.

SECTION 7 PUBLIC SEWER CONSTRUCTION

7.1 CONSTRUCTION GENERALLY

All sewer construction shall conform to all standards of the District, the City, and the Department of Environmental quality of the State of Oregon, including but not limited to, OAR Chapter 340, Division 52, or as may be amended and specifically incorporated by reference hereto. Any sewer construction must be constructed under the continuous inspection of a registered professional engineer approved by the District. If a third party is involved, the agreement between the person causing construction and the registered professional engineer shall provide that the engineer shall have the sole responsibility for determining that design, materials and construction of the sewer extension conform to all of the applicable specifications of the District. Such agreement shall further provide that the engineer shall furnish such testing and inspection services as are required by the District and are deemed necessary by the engineer to permit him to make the certification required by Subsection 7.5 of these regulations.

7.2 PLANS

Three (3) copies of the plans and specifications prepared by the engineer shall be furnished to the District and shall be approved by the District in writing.

7.3 SPECIFICATIONS

All construction and material specifications for any sewer construction shall be in conformance with the construction and material specifications which are then in use by the District for sewer extensions constructed by the District.

7.4 SEWER EXTENSIONS

Sewer construction shall be constructed by a contractor duly licensed by the State of Oregon and any other licensing political subdivision having jurisdiction over the work. All sewer construction shall be located within the public right-of-way wherever possible.

7.5 CERTIFICATION

Prior to the acceptance of sewer construction by the District, the engineer shall certify in writing to the District that all workmanship and materials have been tested by methods approved by the District, that all workmanship and materials conform to the applicable plans and specifications approved by the District, and for the purpose of enabling the District to maintain adequate records relating to the construction costs of the District's sewerage system, the engineer shall certify in writing on forms provided by the District the total construction costs of the sewer construction.

7.6 ACCEPTANCE BY DISTRICT

When the District is in receipt of the certification required of the engineer, the engineer shall arrange with the District for the District to perform a joint inspection of the sewer construction with the engineer. Following completion of the joint inspection, the District shall, if it determines as a result of such inspection that the construction is in conformance with the construction materials specifications of the District, accept the sewer construction upon receipt of: 1) a bond or deposit in the amount of 25 percent of the construction cost guaranteeing the sewer construction against any defects in labor and materials for a period of one year from the date of acceptance by the District; 2) a sufficient bill of sale or other conveyancing document in the form approved by the District (or on a District supplied form) transferring all rights, title and interest in and to the sewer construction to the District; 3) a document conveying any easements required and in a form approved by the District, providing that the District have a perpetual right to maintain, repair and replace the sewer construction; 4) a certificate of completion, certifying in writing that the work was done under the engineer's supervision or inspection and is in conformance with the approved plans and specifications and meets all required tests; 5) a complete and stamped sewer service connection record form for each service connection; 6) blackline mylar As-Built drawings capable of being reprinted with all details legible, showing the connection size, station length and depth at the property line on a 22" x 34" or 24" x 36" plan sheet at the scale of 1" = 50 feet; 7) CAD As-Built drawings on a 3 1/2" IBM compatible floppy disk formatted for 1.44 MB capacity, using native Auto Cad (DWG or DXF Data exchange file format) with layer data as provided by District personnel; and 8) construction and engineering cost data on District forms.

SECTION 8 [RESERVED]

SECTION 9 CHARGES AND RATES FOR SEWAGE SERVICES

9.1 SYSTEM DEVELOPMENT CHARGES

9.1.1 Purpose

Section 9.1 is intended to provide authorization for system development charges for capital improvements pursuant to ORS 223.297-223.314 for the purpose of creating a source of funds to pay for existing system capacity and/or the installation, construction and extension of capital improvements to accommodate new connections to the system. These charges shall be due and payable at the time of permitted increased improvements by new development whose impacts generate a need for those facilities. The system development charges imposed by Section 9.1 are separate from and in addition to any applicable tax, assessment, charge or fee otherwise provided by law or imposed as a condition of development.

9.1.2 System Development Charge Imposed; Method for Establishment Created

Unless otherwise exempted by the provisions of these Rules and Regulations or other local or state law, a system development charge is hereby imposed on all development within the District that increases usage upon the sanitary sewer facilities for each equivalent dwelling unit as defined in the Table I. System development charges shall be established and may be revised by resolution or order of the Board. The resolution or order shall set the methodology and amount of the charge.

9.1.3 Methodology

- (c) The methodology used to establish the reimbursement fee shall consider the cost of the then-existing facilities, prior contributions by then-existing system users, the value of unused capacity, ratemaking principles employed to finance publicly-owned capital improvements, and other relevant factors identified by the board. The methodology shall promote the objective that future system users shall contribute not more than an equitable share of the cost of then-existing facilities.
- (d) The methodology used to establish the improvement fee shall consider the cost of projected capital improvements needed to increase the capacity of the systems to which the fee is related and other relevant factors identified by the Board.
- (e) The methodology used to establish the improvement fee or the reimbursement fee, or both, shall be adopted by resolution or order of the Board.

9.1.4 Authorized Expenditure

- (a) Reimbursement fees shall be applied only to capital improvements associated with the systems for which the fees are assessed, including expenditures relating to repayment of indebtedness.
- (b)(1) Improvement fees shall be spent only on capacity increasing capital improvements, including expenditures relating to repayment of debt for such improvements. An increase in system capacity occurs if a capital improvement increases the level of performance or service provided by existing facilities or provides new facilities. The

portion of the improvements funded by improvement fees must be related to demands created by current or projected development.

- (2) A capital improvement being funded wholly or in part from the revenues derived from the improvement fee shall be included in the Capital Improvement Program adopted by the Board; and
- (c) Notwithstanding 9.1.4(a) and (b), system development charge revenues may be expended on the direct costs of complying with the provisions of this ordinance, including the costs of developing system development charge methodologies and providing an annual accounting of system development charge funds.

9.1.5 System Development Charge Project Plan

- (a) The Board has adopted by resolution or order the Tri-City Service District System Development Charge Report. This Report:
 - (1) Lists existing facilities and the capacity available for new development;
 - (2) Lists the planned capital improvements that may be funded with improvement fee revenues; and
 - (3) Lists the estimated cost and time of construction of each improvement.
- (b) In adopting this Report, the Board may incorporate by reference all or a portion of any Public Facilities Plan, Master Plan, Capital Improvements Plan or similar plan that contains the information required by this section. The Board may modify the projects listed in that Report at any time through the adoption of an appropriate resolution.

9.1.6 Collection of Charge

- (a) As a condition to connection of the sanitary sewer system, the applicant shall pay all applicable charges to the District and the City. Except as allowed in Section 9.1.7, the system development charge is payable at the time of permitted increased usage upon issuance of:
 - (1) A building permit; or
 - (2) A development permit for development not requiring the issuance of a building permit; or
 - (3) Increased usage of the system or systems provided by the District.
- (b) The resolution which sets the amount of the charge shall designate the permit or systems to which the charge applies.
- (c) If development is commenced or connection is made to the systems provided by the District within an appropriate permit, the system development charge is immediately

payable upon the earliest date that a permit was required or increased usage occurred.

- (d) The Director of Water Environment Services or his/her designee shall not issue such permit or allow connection or increased usage of the system(s) until the charge has been paid in full, unless provision for installment payments has been made pursuant to Section 9.1.7, or unless an exemption is granted pursuant to Section 9.1.8.
- (e) All moneys collected through the system development charge shall be retained in a separate fund and segregated by type of system development charge and by reimbursement versus improvement fees.
- (f) In addition, each person making an application for connection shall pay an inspection charge equal to the average costs incurred by the District in providing sewer system construction inspection and testing for the type of service for which the application has been submitted and the permit to be reasonably calculated. The applicant shall pay an estimated inspection charge which may be adjusted as follows:
 - (1) If the actual inspection costs exceed the estimated costs, an additional charge equal to the costs in excess of those estimated shall be levied. The charge shall be immediately due and payable.
 - (2) If the actual inspection costs are less than the estimated inspection costs, the balance of the inspection charges in excess of actual costs shall be refunded.

9.1.7 Installment Payment of District's System Development Charges

- (a) Where the District's share of system development charges is greater than two times the amount of a system development charge for a single family residential unit, the applicant may, at the time of application, with the consent of the District, make a one-time election to pay the charge in installments. If approved, payment in 20 semi-annual installments, secured by a lien on the property upon which the development is to occur or to which the connection is to occur or to which the connection is to be made, to include interest on the unpaid balance.
- (b) The District shall provide application forms for installment payments, which shall include a waiver of all rights to contest the validity of the lien, except for the correction of computational errors.
- (c) The District reserves the right to reject any application for installment payments. Requirements and procedures for installment payments of the District's share of the system development charge shall be in accordance with the following:
 - (1) A person requesting installment payments shall have the burden of demonstrating the person's authority to assent to the imposition of a lien on the property and that the interest of the person is adequate to secure payment of the lien.

- (2) Any eligible property owner requesting the installment shall at the time of the application for connection submit to the District an application for deferral on a form provided by the District.
- (3) Upon receipt of an application, the applicant, at his expense, shall order a preliminary title report from a title insurance company doing business in Clackamas County, Oregon, and provide it to the District.
- (4) The applicant, at his expense, shall furnish the District with a current statement of amount due to each lienholder disclosed by the preliminary title report, the tax assessor's statement of true cash value, and, for property proposed for improvement, an MAI appraisal, certified by the appraiser, as to the estimated fair market value upon completion of the proposed improvement. The applicant shall answer such questions as the District deems proper regarding the applicant's ability to make the installment payments, as well as any other lienholder. The applicant also authorizes the District to contact other lienholders regarding applicant's payment history.
- (5) If, upon examination of the title to the property and other information, the District is satisfied:
 - (i) That the total unpaid amount of all liens disclosed, together with the amount of the system development charge sought to be paid by installments, does not exceed (1) the appraised value of the property as determined by the current appraisal of the County Assessor or (2) if the District elects, based upon the appraisal or other evidence of value acceptable to the District, the amount does not exceed the estimated fair market value of the property; and
 - (ii) The District, in its discretion, upon review of the applicant's ability to make payments as required under the proposed mortgage or trust deed and other debt obligations and the status of applicant's title to the property, consents to execution of the mortgage or trust deed; then
 - (iii) The applicant shall execute an installment promissory note, payable to the District in the form prescribed by the District for payment in installments not to exceed 20 equal semi-annual installments due January 1 and July 1 of each year, together with interest on the deferred principal balance at the prime rate of interest being charged on each principal payment date by the bank doing business in Oregon and having the largest deposits. The promissory note shall be secured by a mortgage or trust deed covering the property to be connected thereto. The cost of recording, preparation of security documents, title company report and filing fees shall be borne by the applicant in addition to the system development charge. The applicant, by electing to pay in installments, agrees that as an additional remedy to recovery upon the promissory note and foreclosure of the mortgage or remedy in lieu thereof, the District may

after ten (10) days' notice of delinquent installments cause termination of service to the defaulting property.

- (d) If the District determines that the amount of system development charge, together with all unpaid liens, exceeds the appraised value of the property or that the applicant cannot execute a mortgage or trust deed which will be a valid lien; or if the District believes that it will not have adequate security, or that the applicant cannot make the required payments, it shall so advise the applicant and installment payments shall not be accepted.
- (e) The District shall docket the lien in the lien docket. From that time, the District shall have a lien upon the described parcel for the amount of the system development charge, together with interest on the unpaid balance at the rate established by the Board. The lien shall be enforceable in the manner provided in ORS Chapter 223, and shall be superior to all other liens pursuant to ORS 223.230.

9.1.8 Exemptions

The System Development Charge shall not apply to:

- (a) Structures and uses using the sewerage facilities on or before the effective date of the resolution.
- (b) Additions to single-family dwellings that do not constitute the addition of a dwelling unit, as defined by the Uniform Building Code or the City's Zoning Development Ordinance.
- (c) An alteration, addition, replacement or change in use that does not increase the parcel's or structure's use of the sanitary sewer facilities.

9.1.9 Credits

- (a) A permittee is eligible for credit against the improvement fee element of the system development charge for constructing a qualified public improvement. A qualified public improvement means one that meets all of the following criteria:
 - (1) Required as a condition of development approval by the Board or its designee through the development review process; and
 - (2) Identified in the District's Capital Improvement Plan; and
 - (3)(i) Not located within or contiguous to the property or parcel that is subject to development approval; or
 - (ii) Located in whole or in part on, or contiguous to, property that is the subject of development approval and required to be built larger or with greater capacity than is necessary for the particular development project to which the improvement fee is related.

- (4) This credit shall be only for the improvement fee charged for the type of improvement being constructed. Credit under this section may be granted only for the cost of that portion of the improvement that exceeds the facility size or capacity needed to serve the development project and their oversizing provides capital usable by the district.
- (b) Applying the adopted methodology, the District may grant a credit against the improvement charge for capital facilities provided as part of the development that reduces the development's demand upon existing District capital improvements or the need for further District capital improvements or that would otherwise have to be constructed at District expense under the then-existing Board policies.
- (c) When the construction of a qualified public improvement gives rise to a credit amount greater than the improvement fee that would otherwise be levied against the project receiving development approval, the excess credit may be applied against improvement fees that accrue in subsequent phases of the original development project.
- (d) All credit requests must be in writing and filed with the District before the issuance of a building permit. Improvement acceptance shall be in accordance with the usual and customary practices, procedures and standards of the District. The amount of any credit shall be determined by the District and based upon the subject improvement construction contract documents, or other appropriate information, provided by the applicant for the credit. Upon a finding by the District that the contract amounts exceed the prevailing market rate for a similar project, the credit shall be based upon market rates. The credit shall state the actual dollar amount that may be applied against any system development charge imposed against the subject property. The applicant has the burden of demonstrating qualification for a credit.
- (e) Credits shall be apportioned against the property which was subject to the requirements to construct an improvement eligible for credit. Unless otherwise requested, apportionment against lots or parcels constituting the property shall be proportionate to the anticipated public facility service requirements generated by the respective lots or parcels. Upon written application to the District, however, credits shall be reapportioned from any lot or parcel to any other lot or parcel within the confines of the property originally eligible for the credit. Reapportionment shall be noted on the original credit form retained by the District.
- (f) Any credits are assignable; however, they shall apply only to that property subject to the original condition for land use approval upon which the credit is based or any partitioned or subdivided parcel or lots of such property to which the credit has been apportioned. Credits shall only apply against system development charges, are limited to the amount of the fee attributable to the development of the specific lot or parcel for which the credit is sought, and shall not be a basis for any refund.
- (g) Any credit request must be submitted before the issuance of a building permit. The applicant is responsible for presentation of any credit and no credit shall be considered after issuance of a building permit.

- (h) Credits shall be used by the applicant within ten years of their issuance by the District.

9.1.10 Payment of System Development Charges

As a condition of connection to the sewerage system, the applicant shall pay all fees and charges, except as allowed under Section 9.1.7 to the jurisdiction that bills the user.

In addition, each person making an application for connection directly to a District facility shall pay an Inspection Charge equal to the average costs incurred by the District in providing sewer system construction inspection and testing for the type of service for which the application has been submitted and the permit to be reasonably calculated, the applicant shall pay an estimated inspection charge which may be adjusted as follows:

- (a) If the actual inspection costs exceed the estimated costs, an additional charge equal to the costs in excess of those estimated shall be levied. The charge shall be immediately due and payable.
- (b) If the actual inspection costs are less than the estimated inspection costs, the balance of the inspection charges in excess of actual costs shall be refunded.

9.1.11 Changing Class of Service

Whenever a parcel of property shall have become connected to the City or District sewerage system and shall thereafter undergo a change of use so that a different number of dwelling units would be assigned to the property if connection were made after the change, the following shall occur:

- (a) If the change results in the assignment of a greater number of EDU's pursuant to Table I, an additional system development charge shall be levied at the time of such change. The additional charge shall be equal to the net increase of EDU's times the current system development charge by EDU.
- (b) If the change results in the assignment of a lesser number of EDU's pursuant to Table I, there shall be no additional charge or rebate. However, the full number of EDU's originally assigned shall be used as a basis for determining any future system development charges in the event of a further change of use resulting in the assignment of additional EDU's.

9.1.12 Notification/Appeals

The District shall maintain a list of persons who have made a written request for notification prior to adoption or amendment of the system development charge methodology. These persons shall be so notified in writing of any such proposed changes at least 45 days prior to the first hearing to adopt or amend such methodology(ies). This methodology shall be available at least 30 days prior to the public hearing. Any challenge to the system development charge methodology shall be filed not later than 60 days following final adoption by the Board and only pursuant to the provisions of ORS 34.010 to 34.100.

9.1.13 Challenges

Any citizen or interested person may challenge expenditure of system development charge revenues according the Section 11.1 of the Rules and Regulations. Notwithstanding Section 11.1.1, the initial appeal of that Section with respect to an expenditure of system development charge revenues shall be filed within two years of the expenditure complained of. Thereafter, all time limits of Section 11.1 shall apply including Circuit Court review pursuant to ORS 34.010 to 34.100.

9.2 USER CHARGES

9.2.1 Dwelling Unit Monthly User Charge

As shown on Table I, a monthly sewer user charge for each residential dwelling unit is assigned each residential class of service listed in the attached Table I and shall be paid by the property owner or user commencing on the third month following the date of connection to the District or City's sewer system unless the City requires an earlier charge. All nonresidential users shall pay from the date of connection to the system. The Board may set user fees and charges by resolution or order.

9.2.2 Low Income Senior Citizen Monthly User Charge

The monthly user charge for service provided to the principal residence of a person 65 years of age or older, having a maximum income of \$13,616 for a single person residing in the residence or a maximum of \$18,204 for all persons residing in the residence shall be 50% of the monthly sewer service charge. This amount will be automatically adjusted annually commencing July 1, 1998, and thereafter depending upon the poverty level amounts established by the United States of America. In order to be eligible for the reduced user charge, the qualified person must be the person to whom the monthly user charge is billed and must have completed and filed with the District an application for the rate on a form supplied by the District.

9.3 OTHER CHARGES

9.3.1 Sewer Tap-In Charge

Whenever any property requiring sanitary facilities directly connects to the District sewerage system and there has not been provided a service connection to serve such property, the owner at the time of connection shall pay a tap-in charge. The charge shall be equal to the costs incurred by the District in providing the sewer tap-in and shall be set by resolution or order of the Board.

9.3.2 Other Connecting Charges

Whenever service to a property requires special facilities to be provided by the District, the property owner shall be charged the actual cost incurred by the District in providing the special facilities. Special facilities shall include, but are not limited to, manhole connections, extension of the public sewer, or modification of the public sewer.

9.3.3 Industrial Waste User Charge

An industrial waste user charge will be applied to each class of industrial user as defined in Tables I. The user charge shall be comprised of rates for the customer's proportionate contribution of flow, the suspended solids ("TSS") and biochemical oxygen demand ("BOD") which are in excess of domestic sewage contributions.

Rates for industrial flows shall be based on their Equivalent Dwelling Units as determined by metered water consumption. Rates for TSS and BOD removal shall be based on the actual treatment cost per pound incurred by the District, including administrative overhead, operation, maintenance, and other expenses as established by the District. The user charge shall be based on simultaneous monitoring of flow, TSS, and BOD concentrations measured at the customer's property and the sewage treatment plant periodically during the preceding three-month period. Quarterly adjustments may be made to reconcile differences in projected versus actual conditions.

Such user charge shall be payable from the date of connection to the District or City sewage system or from the date on which the property owner is required to connect to the District or City sewage system, whichever occurs first.

9.3.4 Surcharge

If the District or City verifies that any customer has discharged waste on a sustained, periodic, or accidental basis, and those wastewater characteristics result in additional costs above the normal costs associated with treating, operating, maintaining, or complying with regulatory requirements, then that customer may be billed for the additional costs resulting from that discharge.

9.3.5 Setting Other Charges and Fees

The Board shall create, adopt, and amend charges and fees by resolution or order.

9.4 PAYMENT OF CHARGES

9.4.1 User Charges

Owners of property will be billed by the jurisdiction that provides collection sewer services according to the schedule set by that entity. No single point of connection to the sewage system shall have a user charge less than the amount specified on Table I as amended from time to time. Users will be billed on a monthly or bimonthly basis.

9.4.2 Notification Requirements

In conjunction with a regular bill, the city will provide an annual notification to each user of that portion of the monthly user rate which is attributable to wastewater treatment services. The City shall state separately the portion imposed by it for sewer services.

9.4.3 Charges and Fees

All charges and fees shall be due and payable at the time of service, unless otherwise specifically provided by these Rules.

9.5 ACCOUNT SETUP, BILLING AND COLLECTION POLICY

9.5.1 General

It is the policy of the District that the user (in whose name the account is set up) is primarily responsible for all fees and charges at the service location.

9.5.2 Account Setup

All applications for service shall be on forms provided by the District or City. The account holder shall be considered the user of the service. In the case of a landlord-tenant situation, the tenant shall be the account holder unless the rental agreement (oral or written) provides that the landlord is responsible or the landlord has executed a written document stating that he/she/it is responsible for service. If the landlord is responsible, then both the landlord and the tenant shall be listed as the account holder. While the rental unit is unoccupied, any charges shall be the responsibility of the landlord.

9.5.3 Notices

Regardless of who is listed as the user, the District or City will make all reasonable efforts to provide the landlord and tenant with copies of all invoices, notices, and other information relating to fees and charges. This policy is intended to comply with ORS 91.255 and to provide notices to enable the landlord and tenant a reasonable opportunity within the time set by the District or City to avoid delinquent charges and discontinuance of service.

9.5.4 Collection of Charges

All invoices or bills for fees and charges shall be sent to the user at the address set forth on the records of the billing entity. If the District or City's records reveal that the user is not the owner and the owner has not executed a document to pay for services, then the District or City may take all reasonable steps to provide the owner with copies of all invoices, bills and notices pursuant to ORS 91.255.

If the owner has executed such an agreement to be bound or if the rental agreement provides, then the landlord and the tenant shall be jointly and severally liable and, following notices to each in accordance with the District or City's procedures, collection practices may ensue or service may be terminated. The District or City may look to either or both parties for payment in addition to the remedies of ORS 91.255.

If the user is different than the owner, the District or City may take all reasonable efforts to provide notice of delinquent status on billings by First Class mail to the last address of the owner or owner's agent that is on file with the District or City not later than 30 days from the time payment is due on the account. Thereafter, in accordance with typical procedures, the District or City may terminate or deny service to the property regardless of who is occupying the property, including any subsequent tenant, based upon the unpaid fees and charges incurred by the previous tenant following provision of the notices set forth above. In the case of a subsequent tenant, the District will provide not less than ten (10) days' written notice to that subsequent tenant prior to termination of services.

The District or City may enter into a payment plan in its sole discretion to avoid hardship to the user and leave the ultimate resolution between landlord and tenant.

The District or City may also deny or terminate service to the delinquent user at a new service location within the District based upon the outstanding fees and charges at the previous service location.

The Director may enter into such agreements regarding payment of delinquent fees and charges as are reasonable and necessary to obtain payment to the District and avoid hardship and inequities.

Nothing herein shall limit the City from undertaking those procedures or actions authorized by statute, charter or ordinance and using any collection or method available, including but not limited to, termination of water service.

9.5.5 Delinquent Charges

All District user charges shall bear interest at 9% per annum from the date of the levy until paid. In addition, the District may certify the amount to the Assessor for inclusion on the property tax statement pursuant to ORS 454.225, and in such case those charges shall become a lien upon the property from the date of the certification to the Assessor and any such collection of the debt and foreclosure of said lien shall be according to the Oregon Revised Statutes. In any action or suit to collect any delinquent user charges, the District shall be entitled to reasonable attorneys fees and costs and disbursements that may be awarded by the trial court, including any appeal therefrom.

9.5.6 Discontinuance of Service

The District may, at any time after any charges or fees hereunder become delinquent, remove or close sewer connections and enter upon any delinquent owner's property for such purpose. In addition, when any property owner fails to cease discharging into the sewerage system prohibitive substances after being notified by the District to do so, sewerage service may be similarly discontinued. The expense of such discontinuance as well as the expense of restoring service shall be a debt due to the District and may be recovered in the same manner as other delinquent charges.

9.5.7 Restoration of Service

Sewer service which has been discontinued by the District or City shall not be restored until all accrued charges, including the expenses of discontinuance and restoration have been paid and the cause for discontinuance corrected.

9.5.8 Fees and Costs

By resolution, the District shall set fees and charges, for collection efforts, including fees and charges necessary to recover all costs related to insufficient fund check or the cost of processing lien searches and the like based upon labor rates or other items deemed reasonable by the Board or the Director as its designee.

SECTION 10 SEPTIC TANK WASTES

10.1 GENERAL STATEMENT

This Section of the Rules and Regulations sets forth uniform requirements for discharges of septic tank wastes at the Tri-City Service District (TCSD) Water Pollution Control Plant, as required by applicable Oregon laws, the federal Clean Water Act, and the Environmental Protection Agency General Pretreatment Regulations (40 CFR, Part 403).

The objectives of this Section of the Rules and Regulations are to prevent the introduction of pollutants into the District's sewerage system which will interfere with the operation of the system or contaminate the resulting biosolids; to prevent the introduction of pollutants into the District's sewerage system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system; to improve the opportunity to recycle or reclaim wastewaters and sludges; and to provide for equitable distribution of the cost of the District's sewerage system.

This section provides for the regulation of discharges of septic tank wastes at the TCSD Water Pollution Control Plant through the issuance of Septic Tank Waste Discharge Permits to approved septic tank waste haulers, authorizes monitoring and enforcement activities, requires septic tank waste hauler reporting, and establishes fees for the equitable distribution of costs of the District's sewerage system.

10.1 DEFINITIONS

In addition to the definitions provided in Section 2 of the Rules and Regulations, as used in this Section, the following additional words and terms shall have the meanings hereinafter designated:

10.2.1 Cesspool

A lined pit which receives domestic sewage, allows separation of solids and liquids, retains the solids and allows liquids to seep into the surrounding soil through perforations in the lining.

10.2.2 Chemical Toilet

A non-flushing, non-recirculating toilet facility wherein domestic sewage is deposited directly into a chamber containing a solution of water and toilet facility chemical.

10.2.3 Holding Tank

A watertight receptacle designed to receive and store domestic sewage generated on-site to facilitate disposal at another location, such as a chemical toilet, camper, trailer, septic tank and pumping facility used to pump domestic sewage up to an available gravity sewer line.

10.2.4 Operator in Charge

The designated personnel on duty at the TCSD Water Pollution Control Plant responsible for supervising and directing any discharge of septic tank wastes hauled to the Plant.

10.2.5 Septic Tank

A watertight receptacle, which receives domestic sewage from an on-site sanitary drainage system, is designed to separate solids from liquids, digest organic matter during a period of detention, and allows the liquid to discharge to a second treatment unit or to a soil absorption facility.

10.2.6 Septic Tank Wastes

Septic tank wastes include and are limited to domestic sewage from the sanitary facilities of residences, hotels, motels, and domestic sewage from the sanitary facilities of commercial and industrial property whether collected from septic tanks, cesspools, holding tanks, pumping facilities or chemical toilets. Process wastes from commercial and industrial property are excluded.

10.3 SEPTIC TANK WASTE DISCHARGE PERMITS

10.3.1 Requirements for a Permit

Only those persons possessing a valid Septic Tank Waste Discharge Permit from the District and displaying a valid charge card issued by the District will be allowed to discharge septic tank wastes at the TCSD Water Pollution Control Plant. The applicant must obtain a separate charge card for each truck and trailer in order for each truck and trailer to be authorized to discharge septic tank wastes.

Septic Tank Waste Permits for the discharge of septic tank wastes at the TCSD Water Pollution Control Plant will be issued by the District only to those persons possessing a valid Sewage Disposal Service Business License issued by the Oregon Department of Environmental Quality (DEQ), and who have submitted a complete application to the District with all information required by the District pursuant to the Rules and Regulations. Licenses from the DEQ will not be required of governmental units.

The District may refuse to issue a Septic Tank Waste Discharge Permit to any applicant who has had one or more permits previously revoked or canceled under the provisions of this Section of the Rules and Regulations, or to any agent, or associates of such person. The District may also refuse to issue a permit to any applicant who has been or is currently under an enforcement action by the District or another governmental unit and relating to the discharge of pollutants to waters of the State or to POTWs.

10.3.2 Permit Applications

Application for a Septic Tank Waste Discharge Permit to discharge septic tank wastes at the TCSD Water Pollution Control Plant shall be made to the District on forms provided by the District. The application shall not be considered as complete until all information identified on the form is provided, unless specific exemptions are granted by the District. The District shall impose appropriate

conditions in Septic Tank Waste Discharge Permits to ensure compliance with requirements in these Rules and Regulations.

10.3.3 Surety Bond

Except for governmental agencies, each permit applicant, regardless of the number of trucks for which application is made, shall post a surety bond in a form approved by the District in the sum of ten thousand dollars (\$10,000.00), which bond shall be forfeited to the District under any of the following conditions:

- (a) The discharge of wastes which are toxic or harmful to the treatment plant operation or process.
- (b) The discharge of septic tank wastes at any unauthorized location within the boundaries of the Tri-City Service District.
- (c) Failure to pay all charges for discharge within 30 days of billing by the District.

10.3.4 Issuance of Permit

After full evaluation and acceptance by the District of the information and data furnished by the applicant, the District shall issue a Septic Tank Waste Discharge Permit to the applicant subject to the terms and conditions required by the District consistent with or pursuant to the Rules and Regulations.

Each permit holder will be issued one Septic tank Waste Discharge Permit. Each truck and trailer will be issued one charge card, which card, after issuance by the District must be presented to the operator in charge before any septic tank wastes may be discharged at the TCSD Water Pollution Control Plant.

In addition to complying with the requirements of the Septic Tank Waste Discharge Permit and these Rules and Regulations, the permittee is required to file annually with the District the permittee's current Oregon DEQ Sewage Disposal Service Business License or annual proof of application for renewal of the DEQ License if the DEQ has not issued a renewed License and the permittee is operating under an approved License that administratively continues in effect under Oregon law.

10.3.5 Permit Duration/No Property Interest Acquired

All Septic Tank Waste Discharge Permits shall be issued for a term not to exceed three years. Each Septic Tank Waste Discharge Permit shall expire on July 1 of each permit term.

If the permittee wishes to continue an activity regulated by Septic Tank Waste Discharge Permit, the permittee must file with the District a complete application to renew their permit no later than 30 days prior to the expiration date and obtain a renewed permit by no later than the expiration date.

No permit holder acquires any property interest by virtue of permit approval and continued approval is expressly contingent upon compliance with this Section of the Rules and Regulations and all other applicable Federal, State, and local requirements.

10.3.6 Limitations on Permit Transfer

A Septic Tank Waste Discharge Permit is issued to a specific applicant and a charge card is issued for a specific truck and trailer. The permit is not assignable or transferable to another waste hauler, and the charge card is not assignable or transferable to another truck and trailer without the prior written approval of the District.

10.3.7 Enforcement and Revocation of Permit

Any septage hauler that fails to comply with the requirements of these Rules and Regulations or the provisions of its Septic Tank Waste Discharge Permit is subject to enforcement by the District. The District shall conduct enforcement pursuant to and in accordance with Section 11 of these Rules and Regulations. In enforcing any of the requirements of the Rules and Regulations or Septic Tank Waste Discharge Permit, the District may:

1. Take civil administrative action (such as issuance of Notices of Violations, administrative fines or revocation of a permit);
2. Issue compliance orders;
3. Cause an appropriate action (such as civil litigation, criminal prosecution) to be instituted in a court of competent jurisdiction;
4. Terminate service; or
5. Take such other action as the District deems appropriate.

All Septic Tank Waste Discharge Permits issued to an applicant by the District shall be revoked or canceled for any of the following reasons:

- (c) Failure to accurately certify the source or sources of a waste load prior to discharge, and to provide verifiable, complete and accurate information in the manner required by the operator in charge at the TCSD Water Pollution Control Plant.
- (d) Failure to pay all fees and charges for discharging septic tank wastes within thirty (30) days of billing by the District.
- (e) Any act which is named a cause for forfeiture of the surety bond, as outlined in Subsection 10.3.3 of these Rules and Regulations.

10.4 WASTE DISCHARGE REQUIREMENTS

10.4.1 Prohibited Discharges

No septic tank waste hauler shall discharge or cause to be discharged, directly or indirectly, to the TCSD Water Pollution Control Plant, any waste that is not septic tank waste or any pollutant, substances, or wastewater which will interfere with the operation or performance of the District

sewerage system, have an adverse effect on the receiving stream, endanger life, limb or public property, or constitute a nuisance. Prohibited discharges shall include, but are not limited to the following:

- (a) Any process waste from industrial or commercial locations;
- (b) Any wastes containing liquids, solids, or gases that will create a fire or explosion hazard;
- (c) Any wastes containing solid or viscous substances which may cause obstruction to flow such as, but not limited to, oil, grease, sand, rags, or metals;
- (d) Any wastes having a pH lower than 6.0 or higher than 9.0, or having any corrosive property capable of causing damage or hazard to structures, equipment or people;
- (e) Any wastes having a temperature higher than 140 degrees Fahrenheit (60 degrees Celsius) or having temperatures sufficient to inhibit biological activity or cause the influent to the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius); and
- (f) Any other type of waste that may be untreatable by the treatment plant, or will interfere with the operation of the treatment plant, such as but not limited to toxic, radioactive, or hazardous wastes.

Any septic tank waste hauler who violates these conditions and discharges wastes with the above characteristics is subject to forfeiture of their surety bond and revocation of their Septic Tank Waste Discharge Permit, in addition to any other penalties, assessments, fines, or damages that may be recoverable.

10.4.2 Discharge Limitations

- (f) The District will accept domestic septic tank wastes originating from within Clackamas, Multnomah, and Washington Counties and hauled to the TCSD Water Pollution Control Plant subject to the provisions of this Section of the Rules and Regulations.
- (g) Discharge of septic tank wastes at the TCSD Water Pollution Control Plant will only be allowed during plant hours established by the Tri-City Service District. The District reserves the right to change the hours and/or days that waste haulers are allowed to discharge at the TCSD Water Pollution Control Plant.
- (c) Each septic tank waste load hauled to the TCSD Water Pollution Control Plant shall be accompanied by a manifest in a form provided by the District which provides verifiable, complete and accurate information on the source or sources of the septic tank waste load. The permittee shall certify under penalty of law the information provided in the manifest.

- (d) The operator in charge shall have full authority to take any of the following steps if any septic tank waste exhibits prohibited discharge characteristics, exhibits inconsistencies between certified contents and actual contents, contains materials that are suspected to be harmful to the treatment plant, or if the TCSD Water Pollution Control Plant exhibits capacity or operational problems:
 - (1) Refuse acceptance of the waste;
 - (2) Limit the volume of discharge; or
 - (3) Establish such restrictions as deemed necessary for the efficient and safe operation of the treatment plant.
- (e) If for reason of lack of capacity or operational problems, the operator in charge is unable to accept any waste material, the operator in charge will notify the Oregon DEQ.
- (f) In the event a load of waste is rejected by the operator in charge, the Oregon DEQ will be notified of such rejection and the reason therefore.
- (g) No wastes from septic tanks, holding tanks, or pumping facilities, shall be discharged into any sewer system within the jurisdiction of the District, except as specifically authorized by existing codes, ordinances, and regulations.

10.5 FEES AND CHARGES

10.5.1 Permit Fee

The fee for the initial Septic Tank Waste Discharge Permit and for the renewal thereof is set forth in Table I, payable at the time the permit application or renewal application is filed with the District. The initial and renewal permit fees may be amended at any time by an Order of the Board.

10.5.2 Disposal Charges

The charge for disposing of septic tank wastes at the TCSD Water Pollution Control Plant shall be based upon each gallon discharged as set forth on Table I. This charge rate per gallon may be amended at any time by an Order of the Board.

Determination of the quantity of septic tank wastes discharged shall be made by the operator in charge. Any appeal of the determination of the quantity of wastes discharged must be made before the wastes are discharged to the TCSD Water Pollution Control Plant.

10.6 COLLECTION AND BILLING

The operator in charge shall retain two copies of every manifest executed by permit holders.

The District's accounting office shall mail a statement of account to each permit holder once per month. The statement shall contain the warning that failure to pay the amount shown therein within thirty (30) days of the date of billing will result in revocation of the Septic Tank Waste Discharge

Permit, and the statement will contain a total amount due and payable based on the charges set forth in Subsection 10.5 of these Rules and Regulations.

10.7 PROTECTING THE PUBLIC INTEREST

No provision of this Section of the Rules and Regulations shall be construed to create any right to the disposition of septic tank wastes at a District facility inconsistent with the public interest.

No provision of this Section of the Rules and Regulations shall be construed to create any right in any individual to a Septic Tank Waste Discharge Permit, which in the opinion of the District would be inconsistent with the public interest.

SECTION 11 APPEALS

11.1 INTERPRETATION OF THIS ORDINANCE

11.1.1 Appeal

Any person aggrieved by a ruling or interpretation of the provisions of this Ordinance may submit a written appeal to the Director. The appeal shall set forth the events and circumstances leading to the appeal, the nature of the ruling or interpretation from which relief is sought, the nature of the impact of the ruling on appellant's property or business, together with any other reasons for the appeal. This provision shall not apply in cases arising under Section 11.2.

11.1.2 Decision of District

The District shall study the matter, hear testimony if deemed necessary, and issue written findings and reasons for such recommendations to the appellant.

11.1.3 Appeal to Board

If the appellant considers that his grievance has not been handled to his satisfaction, he may apply to the governing body of the District for an independent review of his case within thirty (30) days from the date of the written decision. The Board may make an independent review of the case and hear additional testimony on the matter if it deems necessary. Within thirty (30) days from receipt of the appeal if the Board chooses to review the matter, it will prepare a written decision on the matter, which shall be sent to the applicant. In lieu of a hearing by the Board, a hearing officer may be appointed.

11.1.4 Circuit Court Review

Decisions of the Board shall be reviewable by the Circuit Court of the State of Oregon for Clackamas County, solely and exclusively under the provisions of ORS 34.010 to 34.100.

11.2 VIOLATIONS AND CIVIL PENALTIES

11.2.1 Violation of These Rules and Regulations

The District may impose civil penalties, including but not limited to fines, damages, modification or revocation of permit, cessation of services or seek an injunction or other relief provided by law when any user or person violates any condition or provision of this Ordinance or any rule adopted thereto or any final order with respect thereto as well as violation of federal or state statutes, regulations or administrative rules. The goal of enforcement is to (a) obtain and maintain compliance with the District's statutes, rules and regulations, permits and orders; (b) protect the public health and the environment; (c) deter future violators and violations; and (d) ensure appropriate and consistent enforcement. Except as provided by 11.3.1, the District shall endeavor by conference, conciliation and persuasion to solicit compliance. The District shall address all documented violations in order of seriousness at the most appropriate level of enforcement necessary to achieve the goals set forth herein under the particular circumstances of each violation. The violators who do not comply with initial enforcement action shall be subject to increasing levels of enforcement until compliance is achieved.

11.2.2 Definitions for Enforcement

- (a) "Compliance" means meeting the requirements of the District's statutes, rules, permits or orders.
- (b) "Documented Violation" means any violation which the District or other government agency verifies through observation, investigation or data collection.
- (c) "Enforcement" means any documented action taken to address a violation.
- (d) "Flagrant" means any documented violation where the respondent had actual knowledge of the law and had consciously set out to commit the violation.
- (e) "Formal enforcement" means an administrative action signed by the Director or designee which is issued to a respondent on the basis that a violation has been documented, requires the respondent to take specific action within a specified time frame and states consequences for continued noncompliance.
- (f) "Intentional" means respondent consciously and voluntarily took an action or admitted to take an action and knew the probable consequences of so acting or omitting to act.
- (g) "Magnitude of Violation" means the extent and effects of a violator's deviation from the District's statutes, rules, permits or orders. In determining magnitude, the District shall consider all available applicable information, including such factors as, but not limited to, concentration, volume, duration, toxicity or proximity to human or environmental receptors and the extent of the effects of the violation. Deviations shall be classified as major, moderate or minor.
- (h) "Prior Significant Action" means any violation proven pursuant to a contested case hearing or established with or without admission of a violation by payment of a civil penalty, by order or default, or by Stipulated Final Order of the District.
- (i) "Respondent" means the person to whom a formal enforcement action is issued.
- (j) "Risk of Harm" means the level of risk created by the likelihood of exposure, either individual or cumulative or the actual damage either individual or cumulative, caused by a violation to public health or the environment. Risk of harm shall be categorized as major, moderate or minor.
- (k) "Systematic" means any documented violation which occurs on a regular basis.
- (l) "Violation" means a transgression of any statute, rule, order, license, permit or any part thereof and includes both acts and omissions. Violations shall be classified as follows:

- (1.) “Class I” means any violation which poses a major risk of harm to public health or the environment, or violation of any compliance schedule contained in a District permit or a District order:
- (i) Violation of a District Order;
 - (ii) Intentional unauthorized discharges;
 - (iii) Negligent spills which pose a major risk of harm to public health or the environment;
 - (iv) Waste discharge permit limitation violations which pose a major risk of harm to public health or the environment;
 - (v) Discharge or introduction of waste to the publicly owned treatment works as defined in 40 CFR 403.3(o), without first obtaining an Industrial User Waste Discharge Permit;
 - (vi) Failure to immediately notify the District of a spill or upset condition which results in an unpermitted discharge to public waters or to the publicly owned treatment works as defined in 40 CFR 403.3(o);
 - (vii) Violation of a permit compliance schedule;
 - (viii) Failure to provide access to premises or records;
 - (ix) Any other violation related to water quality which poses a major risk of harm to public health or the environment;
 - (x) Two Class II violations or one Class II and two Class III violations or three Class III violations.
- (2.) “Class II” means any violation which poses a moderate risk of harm to public health or the environment, including but not limited to:
- (i) Waste discharge permit limitation violations which pose a moderate risk of harm to public health or the environment;
 - (ii) Negligent spills which pose a moderate risk of harm to public health or the environment;
 - (iii) Failure to submit a report or plan as required by permit or license;
 - (iv) Any other violation related to water quality which poses a moderate risk of harm to public health or the environment.
- (3.) “Class III” means any violation which poses a minor risk of harm to public health or the environment, including but not limited to:

- (i) Failure to submit a discharge monitoring report (DMR) on time;
- (ii) Failure to submit a completed DMR;
- (iii) Negligent spills which pose a minor risk of harm to public health or the environment;
- (iv) Violation of a waste discharge permit limitation which poses a minor risk of harm to public health or the environment;
- (v) Any other violation related to water quality which poses a minor risk of harm to public health or the environment.

11.3 PROCEDURE FOR ENFORCEMENT

11.3.1 Prior Notice and Exceptions

Except as otherwise provided, prior to the assessment of any civil penalty, the District shall serve a notice of violation upon the Respondent. The written notice shall be served, either personally, by office or substitute service, as those terms are defined in the Oregon Rules of Civil Procedure, or by certified or registered mail, return receipt requested, specifying the violation and stating that the District will assess a civil penalty if a violation continues or occurs after five days following receipt of the notice.

The above notice shall not be required where the Respondent has otherwise received actual notice of the violation not less than five days prior to the assessment of civil penalty. No advance notice, written or actual, shall be required if (a) the act or omission constituting the violation is intentional; or (b) the water pollution would normally not be in existence for five days.

11.4 ENFORCEMENT ACTION

11.4.1 Notice of Non-Compliance (NON)

A notice of noncompliance (NON) is an enforcement action which: (a) informs a person of the existence of a violation, the actions required to resolve the violations and the consequences of continued noncompliance. The notice may specify the time by which compliance is to be achieved and that the need for formal enforcement action will be evaluated; (b) shall be issued under the direction of the Director or designee; (c) shall be issued for all classes of documented violations; and (d) is consistent with the policy of 11.2.1. Typically a NON will be in the form of a Compliance Telephone Memorandum and may include a request for a written report within five (5) business days. The report shall detail the event, steps taken to correct the problem and steps to prevent future events. 11.4.2 Notice of Violation and Intent to Assess a Penalty (NOV).

11.4.2 Notice of Violation and Intent to Assess a Penalty (NOV)

The Notice of Violation and Intent to Assess a Civil Penalty (NOV) is a formal enforcement action which: (a) is issued pursuant to 11.3.1; (b) may include a time schedule by which compliance is to be achieved; (c) shall be issued by the Director or designee; (d) shall be issued for the first occurrence of a documented Class I violation which is not excepted under 11.3.1 or the repeated or

continued occurrence of documented Class II or Class III violations where notice of noncompliance has failed to achieve compliance or satisfactory progress toward compliance.

11.4.3 Notice of Civil Penalty Assessment

A notice of Civil Penalty Assessment is a formal enforcement action which (a) is escalated pursuant to Section 11.5; (b) shall be issued by the District or designee; and (c) may be used for the occurrence of any class of documented violation, for any class of repeated or continuing violations if a person has failed to comply with a Notice of Violation and intent to assess a civil penalty or other order or Stipulated Final Order.

11.4.4 Memorandum of Agreement and Order

A Memorandum of Agreement and Order (MAO) is a formal enforcement action which is in the form of a MAO, stipulated final order or consent order issued by the Director that (a) may be negotiated between the District and the subject party prior to or after any notice set forth above; (b) shall be signed by the Director or designee on behalf of the District and the authorized representative of the subject party; and (c) shall set forth action to be taken and set civil penalties. This may be issued for any class of violations. The formal enforcement action as described in these sections in no way limits the District from seeking other legal or equitable remedies in the proper court as provided by Oregon law.

11.4.5 Right to Hearing

- (a) A civil penalty shall be due and payable 10 days after the date of service of the Notice of Civil Penalty Assessment. The decision of the Director or the Director's designee to assess a civil penalty or other enforcement action or any violation pertaining to the District's statutes, regulations, permits, or orders shall be served on the user or person (hereinafter "Respondent") by personal service, office or substitute service, as those terms are defined in the Oregon Rules of Civil Procedure or by certified or registered mail, return receipt requested. Service may be made upon any agent, officer or authorized representative of the user or person. The Notice shall specify the violation, the reasons for the enforcement action and the amount of the penalty. It shall comply with ORS 183.090 relating to notice and contested cases. The decision shall be final unless the respondent files a written Notice of Appeal and Request for Hearing with the District within 21 days from the date of the Director's decision. The Notice of Appeal and Request for Hearing shall contain the following:
 - (b) The name of the Respondent and the case file number or permit number;
 - (c) The name and signature of the Respondent and a statement that if acting on behalf of a partnership or corporation, that the person executing the Notice of Appeal is duly authorized to file such appeal and such person is the contact representative;
 - (d) The date that the Notice of Civil Penalty Assessment or other formal enforcement was received by the Respondent;

- (e) The nature of the decision and the specific grounds for appeal. In the Notice of Appeal, the party shall admit or deny all factual matters and shall affirmatively allege any affirmative claim and defense and the reasons therefore.
- (f) The appeal shall be limited to the issues raised in the petition.
- (g) The hearing shall be conducted in accord with ORS Chapter 183. The record of the hearing shall be considered by the District or Hearings Officer, which shall enter appropriate orders , including the amount of any civil penalty assessed. Appeal of such orders may be taken by the Respondent as provided in Section 11.9, below. Notwithstanding the foregoing, nothing shall be construed to prevent the District from taking any other enforcement action or remedy available.

11.5 CIVIL PENALTY SCHEDULE MATRICES

In addition to any liability, duty or other penalty provided by law, the Director may assess a civil penalty for any violation pertaining to the District's statutes, regulations, permits or orders by service of a written notice of assessment of civil penalty upon the respondent as set forth in Paragraph 11.04 above. The amount of any civil penalty shall be determined through the use of the following matrices in conjunction with the formula contained in Section 11.5.3.

11.5.1 Base Penalty Matrix

	Magnitude of Violation		
	Major	Moderate	Minor
Class I	\$5,000	\$2,500	\$1,000
Class II	\$2,000	\$1,000	\$500
Class III	\$500	\$250	\$100

No civil penalty issued by the Director pursuant to this matrix shall be less than one hundred dollars (\$100) or more than ten thousand dollars (\$10,000) for each day of each violation.

11.5.2 Petroleum Spills

Persons causing oil spills to waters of the state within the jurisdiction of the District through intentional or negligent acts shall incur a civil penalty of not less than one hundred dollars (\$100) or more than twenty thousand dollars (\$20,000) per violation. The amount of the penalty shall be determined by doubling the values contained in the matrix in subsection 11.5.1 of this rule in conjunction with the formula contained in 11.5.3. In determining whether to seek a civil penalty, the District shall take into account the circumstances and enforcement efforts of other governmental agencies having jurisdiction.

11.5.3 Civil Penalty Determination Procedure

- (a) When determining the amount of civil penalty to be assessed for any violation the Director shall apply the following procedures:

- (1) Determine the class of violation and the magnitude of violation;
- (2) Choose the appropriate base penalty established by the matrices of Section 11.5.1 based upon the above finding;
- (3) Starting with the base penalty (BP), determine the amount of penalty through the application of the formula $BP + [(.1 \times BP) (P + H + E + O + R + C)]$ where:

(i) "P" is whether the Respondent has any prior significant actions relating to statutes, rules, orders and permits pertaining to environmental quality or pollution control. The values for P and the finding which supports each are as follows:

- 0 if no prior significant action or there is insufficient information on which to base a finding;
- 1 if the prior significant action is one Class II or two Class III violations;
- 2 if the prior significant action is one Class I or equivalent;
- 3 if the prior significant actions are two Class I or equivalents;
- 4 if the prior significant actions are three Class I or equivalents;
- 5 if the prior significant actions are four Class I or equivalents;
- 6 if the prior significant actions are five Class I or equivalents;
- 7 if the prior significant actions are six Class I or equivalents;
- 8 if the prior significant actions are seven Class I or equivalents;
- 9 if the prior significant actions are eight Class I or equivalents;
- 10 if the prior significant actions are nine Class I or equivalents.

In determining the appropriate value for prior significant actions as listed above, the District shall reduce the appropriate factor by:

- A value of two if all prior significant actions are greater than three years old, but less than five years old;
- A value of four if all the prior actions are greater than five years old;

In making the above reductions no finding shall be less than zero. Any prior significant action which is greater than ten years old shall not be included in the above determination.

(ii) "H" is past history of the Respondent taking all feasible steps or procedures necessarily appropriate to correct any prior significant actions. The values for H and the findings which support each are as follows:

- Minus 2 if the Respondent took all feasible steps to correct any violation;
- 0 if there is no prior history or insufficient information on which to base a finding;
- 1 if the Respondent took some but not all feasible steps to correct a Class II or III violation;
- 2 if the Respondent took some but not all feasible steps to correct a Class I violation;
- 3 if no action to correct prior significant actions.

(4) "E" is the economic condition of the Respondent. The values for E and the finding which support each are as follows:

- 0 to minus 4 if economic condition is poor, subject to any significant economic benefit gained by Respondent through non-compliance.
- 0 if there is insufficient information on which to base a finding, the Respondent gained no economic benefit through noncompliance, or the Respondent is economically sound;
- 2 if the Respondent gained a minor to moderate economic benefit through noncompliance;
- 4 if the Respondent gained a significant economic benefit through noncompliance.

(5) "O" is whether the violation was a single occurrence or was repeated or continuous during the period resulting in the civil penalty assessment. The values for "O" and the finding which supports each are as follows:

- If a single occurrence;
- If repeated or continuous.

(6) "R" is whether the violation resulted from an unavoidable accident, or a negligent or intentional act of the Respondent. The values for "R" and the finding which supports each are as follows:

- Minus 2 if unavoidable accident;

- 0 if insufficient information to make any other finding;
- 2 if negligent;
- 4 if grossly negligent;
- 6 if intentional
- 10 if flagrant.

(7) "C" is the Respondent's cooperativeness in correcting the violation. The values for "C" and the finding which supports each are as follows:

- Minus 2 if Respondent is cooperative;
- 0 if Respondent is neither cooperative nor uncooperative or there is insufficient information on which to base a finding;
- 2 if violator is uncooperative.

- (b) In addition to the factors listed in 11.5.3(a) of this rule, the Director may consider any other relevant rule or statute and shall state the effect the consideration had on the penalty. On review, the Board of county Commissioners or Hearings Officer shall consider the factors contained in 11.5.3(a) of this rule and any other relevant rule or statute.
- (c) If the District finds that the economic benefit of noncompliance exceeds the dollar value of 4 in subsection 11.5.3(a)(iii) of this section, it may increase the penalty by the amount of economic gain, as long as the penalty does not exceed the maximum penalty allowed by rule and statute.
- (d) In any contested case proceeding or settlement in which Respondent has raised economic condition as an issue, Respondent has the burden of providing documentary evidence concerning its economic condition. In determining whether to mitigate a penalty based on economic condition, the Hearings Officer or District may consider the causes and circumstances of Respondent's economic condition.

11.6 COMPROMISE OR SETTLEMENT OF CIVIL PENALTY BY DIRECTOR

11.6.1 Any time subsequent to service of a written notice of assessment of civil penalty the Director may compromise or settle any unpaid civil penalty at any amount that the Director deems appropriate. Any compromise or settlement executed by the Director shall be final.

11.6.2 In determining whether a penalty should be compromised or settled, the Director may take into account the following:

- (a) New information obtained through further investigation or provided by Respondent which relates to the penalty determination factors.

- (b) The effect of compromise or settlement on deterrence.
- (c) Whether Respondent has or is willing to employ adequate means to correct the violation or maintain compliance.
- (d) Whether Respondent has had any previous penalties which have been compromised or settled.
- (e) Whether the compromise or settlement would be consistent with the District's goal of protecting the public health and environment as set forth in Section 1.1 of these Rules and Regulations.
- (f) The relative strength or weaknesses of the District's case.

11.7 STIPULATED PENALTIES

Nothing herein shall affect the ability of the District to include stipulated penalties in a Stipulated Final Order or any other agreement.

11.8 APPOINTMENT OF HEARINGS OFFICER

For any contested case hearing, the District, through the Director, may appoint a hearings officer to determine all issues.

11.9 APPEALS

The decision of the District or the Hearings Officer shall be sent to the user or person by certified mail, return receipt requested. This decision shall be final unless a notice of intent to file a writ of review in the Circuit Court from the user or person is received by the District or the Hearings Officer within ten (10) days after the decision of the District or the Hearings Officer was sent to the user or person. Upon filing of the notice of intent to seek writ of review in the Circuit Court, the user or person shall comply with ORS Chapter 34 relating to writ of review procedures.

Every notice of intent to file a writ of review shall contain (a) a reference of the matter to be reviewed; (b) a statement of the interest of the appellant/user or person; (c) the specific ground relied upon as to why the decision being appealed is improper or erroneous; and (d) the date of the decision of the initial action.

11.10 COLLECTION OF CIVIL PENALTY

Procedures for the enforcement of the civil penalty shall be as follows:

11.10.1 Time Limit

Any civil penalty imposed shall be a judgment and lien and may be registered with the Court Clerk. The penalty shall be paid in full within fifteen (15) days of the date the decision is final. Payment shall be made either in cash or by certified check made payable to the District.

11.10.2 Relief in Circuit Court

If full payment is not made, the District may take further action for collection and/or cause sewer service to be terminated. Alternatively, counsel for the District may, following the authorization of such action by the District, commence an action for appropriate legal and/or equitable relief in the Circuit Court. Notwithstanding the foregoing administrative hearing processes, nothing in this Subsection shall prohibit the District from commencing civil action in the Circuit Court for injunction or other relief or seeking imposition of civil penalties described above by the court.

11.11 ENFORCEMENT

Nothing shall prevent enforcement of this ordinance or applicable Federal or State statutes or rules or regulations in Federal and State Courts.

SECTION 12 SUPPLEMENTARY RULES

12.1 COMPLIANCE WITH LAWS

Conformance with this Ordinance shall in no way be a substitute for, or eliminate the necessity of, conforming with any and all federal, state and local laws, ordinances, rules and regulations which are now, or may in the future be, in effect.

12.2 REGULATIONS AND RULES AS CONTRACT

The terms and conditions contained in this Ordinance, the ordinances of the Cities, and all resolutions and orders adopted pursuant hereto, shall constitute a contract between the District, Cities, and all users, contractors, and connectors to the system. The consideration for the conditions imposed upon such users and connectors shall be the privilege of the use of, and connection to, the sewerage system.

12.3 NO PROPERTY INTEREST ACQUIRED BY PURCHASE OF PERMIT OR CONNECTION TO SYSTEM

A user or connector to the sewerage system does not thereby acquire a vested property interest in continued use or connection to the system. Such use or connection is conditioned always upon such user or connector complying with all applicable terms and conditions contained in this Ordinance, and all regulations and orders adopted pursuant hereto and, further, upon compliance with all federal, state or local requirements which are, or may hereafter be, imposed upon such user or connector.

Nothing contained herein shall require the District to provide service or access to the system to such user when any federal, state, or local agency having jurisdiction over the District has imposed limitations upon such service or access, or when the District, in its discretion, has determined that the public interest requires any such limitation.

12.4 CONFLICTS WITH EXISTING AND FUTURE REGULATORY REQUIREMENTS OF OTHER AGENCIES

Any provision or limitations of this Ordinance and any regulation and order adopted pursuant hereto are superseded and supplemented by any applicable federal, state, or local requirements existing or adopted subsequent hereto which are more stringent than the provisions and limitations contained herein provided, always, that any provision of this Ordinance and resolution and order adopted pursuant hereto which are more stringent than any such applicable federal, state or local requirement shall prevail and shall be the standard for compliance by the users of and connectors to the sewerage system.

12.5 PREVIOUS ORDINANCES, RESOLUTIONS REPEALED

Any portion of any Ordinance, regulation and minute order heretofore adopted by the District or its predecessor agencies or City is hereby repealed to the extent that such portion is inconsistent with this Ordinance and any regulation and order adopted pursuant hereto.

12.6 ADMINISTRATION OF THIS ORDINANCE

The District, through its Director or other authorized designee or representative, shall have the authority to do all things necessary to administer the provisions of this Ordinance and any rules adopted pursuant thereto.

12.7 SEVERABILITY

If any section, subsection, provision, clause, or paragraph of this Ordinance or rules adopted pursuant hereto shall be adjudged or declared to be unconstitutional or invalid by any court of competent jurisdiction, such judgment shall not affect the validity of the remaining portions of this Ordinance or such rules, and it is hereby declared that every other section, subsection, provision, clause, or paragraph is, and shall remain, irrespective of the validity of any other provision.

12.8 EFFECTIVE DATE

The provisions of this Ordinance and the rules herein adopted shall be effective on the date of enactment.

CHAPTER 3
SURFACE WATER MANAGEMENT RULES AND REGULATIONS FOR
RATE ZONE 3

**SURFACE WATER MANAGEMENT AGENCY
OF
CLACKAMAS COUNTY**

RULES AND REGULATIONS

December 15, 2002



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SECTION 1 – DECLARATION OF POLICY

1.1 PURPOSE AND OBJECTIVES

The objective of this ordinance is: (a) to prevent or minimize the introduction of pollutants to surface waters; (b) to meet Federal National Pollutant Discharge Elimination System (NPDES) permit requirements; (c) to establish policies which prevent future pollution and erosion through implementation of Best Management Practices; (d) to provide for the equitable distribution of the costs of the surface water management program; and (e) to better manage and control surface water within the Lower Tualatin Basin.

1.2 ADOPTION OF NEW OR AMENDED RULES AND REGULATIONS

The Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the District, may promulgate new or amended rules pertaining to these rules or regulations in accordance with ORS Chapters 198 and 451.

SECTION 2 – DEFINITIONS

2.1 WORDS AND TERMS

Unless the context specifically indicates otherwise, the following words and terms, as used in this Ordinance, shall have the meanings hereinafter designated:

2.1.1 Advanced Sedimentation and/or Filtration Process.

Any process that through correct application/implementation brings effluent discharge from the site into compliance with local, state and federal requirements. Polymers and electrolytic processes are two possible examples.

2.1.2 Bond.

As required by SWMACC, a surety bond, cash deposit or escrow account, assignment of savings, irrevocable letter of credit or other means acceptable to or required by SWMACC to guarantee that work is completed in compliance with project's surface water plan and in compliance with all SWMACC's requirements and for a maintenance period of one year thereafter.

2.1.3 Bioswale. (See Water Treatment/Bioswale)

2.1.4 Buffer/Undisturbed Buffer.

The zone contiguous with a sensitive area that is required for the continued maintenance, function, and structural stability of the sensitive area. The critical functions of a riparian buffer (those associated with an aquatic system) include shading, input of organic debris and coarse sediments, uptake of nutrients, stabilization of banks, interception of fine sediments, overflow during high water events, protection from disturbance by humans and domestic animals, maintenance of wildlife habitat, and room for variation of aquatic system boundaries over time due to hydrologic or climatic effects. The critical functions of terrestrial buffers include protection of slope stability, attenuation of surface water flows from surface water runoff and precipitation, and erosion control.

2.1.5 Civil Penalty.

A civil penalty is a monetary sanction for violation of these Rules and Regulations, levied pursuant to Section 8 below, whereby SWMACC may impose a fine or penalty for violation of these Rules and Regulations, as well as recover all costs incurred, which are

attributable to or associated with the violations, including but not limited to the costs of administration, investigation, sampling and monitoring, legal and enforcement activities, damages to the storm sewer system, and contracts or health studies necessitated by the violation.

2.1.6 Contractor.

A person duly licensed or approved by the State of Oregon to perform the type of work to be done under a permit or contract issued by SWMACC.

2.1.7 County. Clackamas County, Oregon.

2.1.8 Detention.

The release of surface water runoff from a site at a slower rate than it is collected by the drainage system, the difference being held in temporary storage.

2.1.9 Developed parcel. See "Development."

2.1.10 Development.

Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving excavation or any other activity which results in the removal of substantial amounts of vegetation (either over half the site or such that soil movement occurs) or in the alteration of natural site characteristics.

2.1.11 Discharge.

Any addition of water, storm water, wastewater, process water or any pollutant or combination of pollutants to waters of the State, directly or indirectly, by actions of dumping, spilling, disposing or physically connecting to the public storm system or natural drainage conveyance.

2.1.12 Drainageway.

A channel such as an open ditch that carries surface water.

2.1.13 Drywell.

An approved receptacle used to receive storm, surface and other water, the sides and bottom being porous, permitting the contents to seep into the ground. A drywell must conform to SWMACC's current standards.

2.1.14 Easement.

An interest or right to use or occupy real property for construction and maintenance of facilities.

2.1.15 Engineer.

A registered professional engineer licensed to practice in the State of Oregon.

2.1.16 Equivalent Service Unit (ESU).

A configuration of development resulting in impervious surfaces on a parcel, estimated to contribute an amount of runoff to the storm water system which is approximately equal to that created by the average single family residential parcel. One ESU is equal to 2500 square feet of impervious surface area.

The number of ESU attributable to a user's area calculated in whole units, with the minimum user's charge set at 1 ESU. For non-single family users with more than 1

ESU, the charge will be rounded to the nearest whole unit with a half value, or more, being rounded up.

2.1.17 Erosion.

Erosion is the movement of soil particles resulting from the flow or pressure from water, wind, or earth movement.

Visible or measurable erosion includes, but is not limited to:

2.1.17.1 Deposits of mud, dirt, sediment or similar material exceeding ½ cubic foot in volume on public or private streets, adjacent property, or into the storm and surface water system, either by direct deposit, dropping, discharge, or as a result of the action of erosion.

2.1.17.2 Evidence of concentrated flows of water over bare soils; turbid or sediment-laden flows; or evidence of onsite erosion such as rivulets or bare soil slopes, where the flow of water is not filtered or captured on the site.

2.1.17.3 Earth slides, mud flows, earth sloughing, or other earth movement which results in material leaving the property.

2.1.18 Erosion Control Plan.

A plan containing a list of best management practices to be used during construction to control and limit soil erosion in accordance with the District's current erosion control manual.

2.1.19 FEMA.

Federal Emergency Management Agency.

2.1.20 Fences.

Structures which consist of concrete, brick, wood, plastic, or metal posts located in the ground, connected by wood, metal, or plastic, and capable of allowing passage of water.

2.1.21 Government Agency.

Any municipal or quasi-municipal jurisdiction, state or federal agency.

2.1.22 Grab Sample.

A sample which is taken from a surface flow, such as a stream, on a one-time basis without consideration of time.

2.1.23 Hazardous Materials.

Materials described as hazardous by the Department of Environmental Quality, including any toxic chemicals listed as toxic under Section 307(a) of the Clean Water Act or Section 313 of Title III of SARA.

2.1.24 Hearings Officer.

Officer, appointed by the Director, for hearings of appeals of administrative actions.

2.1.25 Highly Erodible.

Soils with erosion (K) factors greater than 0.25, as listed in the Soil Survey of Clackamas County Area, Oregon, developed by the Soil Conservation Service.

2.1.26 Illicit Discharge.

Any discharge to the public or natural stormwater conveyance system that is not composed entirely of stormwater, except discharges governed by and in compliance with an NPDES permit.

2.1.27 Impervious Surface.

That hard surface area which either prevents or retards the entry of water into the soil mantle and/or causes water to run off the surface in greater quantities or at an increased rate. Impervious surfaces may include, but are not limited to, rooftops, concrete or asphalt paving, walkways, patios, driveways, parking lots, oiled macadam, gravel, or other surfaces which similarly resist infiltration or absorption of moisture.

2.1.28 Industrial Waste.

Any liquid, gaseous, radioactive or solid waste substance, or a combination thereof, resulting from any process of industry, manufacturing, trade or business, or from the development or recovery of any natural resources, or as defined by the Oregon State Department of Environmental Quality or the United States Environmental Protection Agency, exclusive of domestic sewage.

2.1.29 Infiltration System.

A drainage facility designed to use the hydrologic process of surface and storm water runoff soaking into the ground, commonly referred to as recharge, to dispose of surface and stormwater runoff.

2.1.30 In-Line Detention.

Detention located in a stream channel, a drainageway, or in a regional or subregional piped system. In-line detention mixes flows to be detained with flows from other areas.

- 2.1.31 Inspector.
A person authorized to inspect construction sites and activities affecting surface water.
- 2.1.32 Intermittent Stream.
A stream with no visible surface flows for a period of 30 or more continuous days per year.
- 2.1.33 Mean High Water Line.
The bank of any river or stream established by the annual fluctuations of water generally indicated by physical characteristics, such as a line on the bank, changes in soil conditions or vegetation line.
- 2.1.34 National Pollutant Discharge Elimination System, or NPDES, Permit
A permit issued pursuant to Chapter 402 of the Clean Water Act (40 CRF 122, 123, 124, and 504).
- 2.1.35 Open Spaces.
Land within a development which has been dedicated in common to the ownership within the development or to the public specifically for the purpose of providing places for recreational uses or scenic purposes.
- 2.1.36 Owner.
The owners of record title or the purchasers under a recorded sale agreement and other persons having an interest of record in the described real property.
- 2.1.37 Parcel of Land.
A lot, parcel, block or other tract of land that is occupied or may be occupied by a structure or structures or other use, and includes yards and other undeveloped areas required under the zoning, subdivision or other development ordinances.
- 2.1.38 Perennial Stream.
A permanently flowing (non-intermittent) stream.
- 2.1.39 Permit.
Any authorization required by SWMACC pursuant to this or any other regulation.
- 2.1.40 Permittee.
The person to whom a building permit, development permit or any other permit described in this ordinance is issued.
- 2.1.41 Person.
Any individual, firm, company, or corporation, partnership or association, entity, public corporation, political subdivision, governmental agency, municipality, industry, or any department or agency thereof.
- 2.1.42 Pollutant.
Any of the following, but not restricted to: oil, grease, soil, mining waste, spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, heavy metals, asbestos, wrecked or discharged equipment, cellar dirt and untreated industrial, municipal and agricultural discharges into water.
- 2.1.43 Post-developed.

Conditions after development.

2.1.44 Pre-developed.

Conditions at the site immediately before application for development. Man-made site alterations or activities made without an approved development permit will not be considered as pre-developed conditions.

2.1.45 Pretreatment or Treatment.

The reduction of the amount of pollutants, the elimination of pollutants, or the alternation of the nature of pollutant properties in water to a less harmful state prior to discharging to Waters of the State.

2.1.46 Private Storm System.

That portion of the storm system owned and/or maintained by any person or entity other than SWMACC outside the public right-of-way, except as otherwise approved by SWMACC.

2.1.47 Property (or the site).

The property or the site shall mean the real property undergoing development.

2.1.48 Public Stormwater System.

Those portions of the stormwater system that are accepted for repair and maintenance responsibilities by SWMACC. Natural waterways are defined under State and Federal regulations.

2.1.49 Public Right-of-Way.

Any public highway, road, street, avenue, alleyway, public place, public easement, or public right-of-way.

2.1.50 Qualified Public Improvement.

A capital improvement that is:

- a) Required as a condition of development approval;
- b) Identified in the plan adopted pursuant to Section 6.3.5; and
- c) Not located on or contiguous to a parcel of land that is the subject of the development approval.

2.1.51 Rational Method.

A formula for estimating maximum discharge of runoff at a point, using flow (Q), runoff coefficient (C), rainfall intensity (I) for selected recurrence interval, and area (A), in the formula: $Q=CIA$.

2.1.52 Recharge.

The flow to ground water from the infiltration of surface and storm water.

2.1.53 Redevelopment.

A project that proposes to add, replace, and/or alter impervious surface (for purposes other than routine maintenance, resurfacing, regrading, or repair) on a site that is already developed. Requirements related to redevelopment shall be met when the project impacts greater than 800 square feet of impervious surface area. Single family developments on a lot of record are not required to implement water quality and quantity improvements.

2.1.54 Retention.

The process of collecting and holding surface water runoff with no surface outflow.

2.1.55 Sensitive Areas.

Sensitive Areas are:

- 2.1.55.1 Existing or created wetlands, including all mitigated wetlands; limits defined by wetlands reports approved by both the Division of State Lands and SWMACC.
- 2.1.55.2 Rivers, streams, sloughs, swamps, creeks, drainageways and open conveyances draining 50 acres or more; limits defined by the top of the bank or first break in slope measured upland from the mean high water line;
- 2.1.55.3 Impoundments (lakes and ponds); limits defined by the top of the bank or first break in slope measured upland from the mean high water line.
- 2.1.54.4 Sensitive Areas do not include a constructed wetland, an undisturbed buffer adjacent to a sensitive area, or a water feature, such as a lake, constructed during an earlier phase of a development for specific purposes not including water quality, such as recreation.

2.1.56 Stop Work Order.

An Order issued by SWMACC for violation of the Rules and Regulations. All work contributing to the violation must cease when a Stop Work Order is issued and the Stop Work Order will stay in place until such time as removed in writing.

2.1.57 Storm Drainage/Storm Sewer.

A pipe, or any method of conveyance that carries stormwaters, surface runoff, or drainage.

2.1.58 Stormwater.

Waters on the surface of the ground or underground resulting from precipitation.

2.1.59 Stormwater Management.

A program to provide surface water quality and quantity controls through nonstructural methods and capital improvement projects. Nonstructural controls include maintenance of surface water facilities, public education, water quality monitoring, implementation or intergovernmental agreements to provide for regional coordination, and preparation of water quality control ordinances and regulations.

2.1.60 Stormwater Quality Treatment Facility.

Stormwater Quality Treatment Facility refers to any structure or drainageway that is designed, constructed, and maintained to collect, filter, retain, or detain surface water runoff during and after a storm event for the purpose of water quality improvement. It may include, but is not limited to constructed wetlands, water quality swales, and ponds.

2.1.61 Stream.

A drainageway that is determined to be jurisdictional by the Oregon Division of State Lands or the U. S. Army Corps of Engineers.

2.1.62 User.

Any person or entity in whose name service is rendered as evidenced by the signature on the application or contract for that service, or in the absence of a signed instrument, but the receipt and payment of utility bills regularly issued in his/her/its name. A user, under this system and structure of rates, is either single family or non-single family.

2.1.63 User – Non-Single Family.

Any user whose impervious surface results from the development of land for purposes of operating a dwelling unit for occupancy by more than one single family or for other business, industrial, commercial or institutional purposes and to whom utility services are provided at a distinct service location.

2.1.64 User – Single Family.

Any user whose impervious surface results from the development of land for purposes of establishing a dwelling unit for occupancy by a single family and to whom utility services are provided at a distinct service location.

2.1.65 User Charge.

The periodic charges applied to all users for the cost of operation, maintenance, and replacement of the public stormwater quality and quantity systems, including any other costs, such as, but not limited to, debt service, capital improvements, regulatory compliance, program administration, etc.

2.1.66 Variance.

A discretionary decision to permit modification of the terms of any part of this ordinance based on a demonstration of unusual hardship or exceptional circumstance unique to a specific property.

2.1.67 Water Quality Facility.

A facility specifically designed for pollutant removal.

2.1.68 Water Quality Resource Areas.

Areas as defined on the Water Quality and Flood Plain Management Areas Map adopted by Metro or Clackamas County and amended.

2.1.69 Water Treatment Bioswale/Water Quality Swale.

A vegetated natural depression, wide shallow ditch, or similar constructed facility used to filter runoff for the purpose of improving water quality.

2.1.70 Waters of the State.

Those waters defined in ORS Chapter 468B.005 or as amended which include lakes, bays, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Pacific Ocean within the territorial limits of the State of Oregon, and all other bodies of surface or underground waters, natural or artificial, inland or coastal, fresh or salt, public or private (except those private waters which do

not combine or effect a junction with natural surface or underground waters), which are wholly or partially within or bordering the state or within its jurisdiction.

2.1.71 Wetland.

Areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands are those areas identified and delineated by a qualified wetlands specialist as set forth in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands, January 1987, or by a DSL/COE 404 permit. Wetlands may also consist of:

- 2.1.71.1 Constructed Wetlands. As defined in Section 404 of the Clean Water Act, constructed wetlands are those areas developed as a water quality or quantity facility, subject to maintenance as such. These areas must be clearly separated from existing or created wetlands.
- 2.1.71.2 Created Wetlands. Created wetlands are those wetlands developed in an area previously identified as a non-wetland to replace or mitigate wetland destruction or displacement.
- 2.1.71.3 Existing Wetlands. Existing Wetlands are those identified and delineated as set forth in the Federal Manual for Identifying the Delineating Jurisdictional Wetlands, January 1987, or as amended, by a qualified wetlands specialist.

2.1.72 Wet Weather Measures.

Erosion prevention and sediment control methods deemed necessary to meet the types of conditions that occur during the wet weather season, as identified in the District's current erosion control manual.

2.1.73 Wet Weather Season.

The portion of the year when rainfall amounts and frequency tend to have the most significant effect on erosion prevention and sediment control (October 1 to April 30).

2.1.74 Work Area.

Areas of disturbance for activities defined under "Development". Work Area includes areas used for storage of equipment or materials that are used for these activities.

SECTION 3 – DISCHARGE REGULATIONS

3.1 DISCHARGE PROHIBITIONS

3.1.1 Discharge to Public Storm Water System

No person shall discharge or cause to be discharged, directly or indirectly, to the public storm system any quantity of stormwater or any pollutant, substance, stormwater, or wash water, that will violate the NPDES permit, this Ordinance or any environmental law or regulation, or water quality standard. Prohibited activities include, but are not limited to, the following:

- 3.1.1.1 Introduction of pollutants or waters to the public stormwater system containing pollutants or concentrations at levels equal to or in excess of those necessary to protect waters of the State.
- 3.1.1.2 Failure to abide by the terms of any NPDES permit, statute, administrative rule, ordinance, stipulated and final order or decree or other permit or contract.
- 3.1.1.3 Discharges of non-stormwater or spills or dumping of materials other than stormwater into public storm system unless pursuant to a conditional permit approved by SWMACC and in compliance therewith.
- 3.1.1.4 Illegal or unpermitted connection or methods of conveyance to the public stormwater system.
- 3.1.1.5 Any discharge that will violate water quality standards.

3.1.2 Discharge to Creeks or Drainageways

Storm drains and roof drains are not allowed to drain to creeks or drainageways or encroach into the buffer unless approved in writing by SWMACC. Encroachment into buffer areas must be approved in writing and will require mitigation. Existing and replacement storm drains shall be constructed according to State and Federal Regulations. Non-single family development shall provide an approved water quality facility prior to any discharge from the site to a storm drain system, a creek or drainageway, as approved by SWMACC.

3.2 PRETREATMENT FACILITIES

- 3.2.1 If it is determined by SWMACC that pretreatment facilities, in addition to on-site facilities described in Section 6, are necessary to comply with water quality standards, SWMACC may require that such facilities be constructed or modifications made within the shortest reasonable time, taking into consideration the construction time, impact of the surface water on the surface water system, economic impact on the facility and any other appropriate factor. All such facilities shall be constructed and operated under a permit issued by SWMACC.

3.3 PERMIT REQUIREMENTS

3.3.1 Connection Permit

A permit is required to connect to any storm drain facility, including but not limited to pipes, pollution reduction manholes, and detention facilities, whether constructed or natural. Before connecting to any storm drain facilities, a permit authorizing such connection shall first be secured in writing from SWMACC and fees paid.

SECTION 4 – ENVIRONMENTAL PROTECTION AND EROSION CONTROL RULES

4.1 GENERAL POLICY

The policies of this section shall apply during construction and until permanent measures are in place following construction as described herein, unless otherwise noted.

4.1.1 It is the policy to require temporary and permanent measures for all construction projects to lessen the adverse effects of site alteration on the environment. The owner or his/her agent, contractor, or employee, shall properly install, operate and maintain both temporary and permanent works as provided in this section or in an approved plan, to protect the environment during the useful life of the project. These erosion control rules apply to all parcels within the authority of SWMACC.

Nothing in this section shall relieve any person from the obligation to comply with the regulations or permits of any federal, state, or local authority.

4.1.2 Maintenance and repair of existing facilities shall be the responsibility of the owner of record as shown in the real property records.

4.2 EROSION CONTROL

4.2.1 It is SWMACC's policy to prevent erosion and to minimize the amount of sediment and other pollutants reaching the public storm and/or surface water system resulting from development, construction, grading, filling, excavating, clearing, and any other activity which accelerates erosion as required by water quality standards set forth in OAR 340-41-445 through 340-41-470.

4.2.2 Erosion Prohibited.

No visible or measurable erosion shall leave the property during construction or during activity described in Section 4.2.1. The owner of the property, together with any person who causes such action from which the visible or measurable erosion occurs, shall be responsible for clean up, fines, and damages. Clean up responsibilities include clean up of creeks, drainageways, or wetlands impacted by a project.

4.2.3 General Requirements.

Site Plans for storm drainage, grading and erosion control will be required for all development, construction, grading, filling, excavating, clearing, and any other activity which accelerates erosion as required by water quality standards set forth in OAR 340-41-445 through 340-41-470. Such activities impacting areas of 800 square feet or greater must obtain an erosion control permit. Activities impacting areas less than 800 square feet which result in erosion from a site do not need to obtain an erosion control permit but still must comply with the requirements of Section 4.2.2. All sites shall submit an erosion control plan for review, regardless of size. The plans shall use the techniques and methods prescribed in the current WES erosion prevention manual. If the applicant desires to use erosion prevention and sediment control measures different than those contained in the manual, supporting calculations and/or information must be submitted to WES for approval prior to construction. At a minimum the Erosion Control Plan shall include:

- 4.2.3.1 The methods and/or facilities to be used to prevent erosion and pollution created from the activity both during and after construction. Site-specific considerations shall be incorporated.
- 4.2.3.2 Limits of clearing by flagging boundaries in the field before starting site grading or construction. Staging areas shall be included.

- 4.2.3.3 An analysis of source controls such as detention and storage techniques during construction showing existing contours as an alternative method to control erosion from storm water runoff.
- 4.2.3.4 A drainage plan during construction.
- 4.2.3.5 Show existing contours as well as all sensitive areas, creeks, streams, wetlands, and open areas.
- 4.2.3.6 A description of historic localized flooding problems resulting from surface water runoff, FEMA or flooding problems known to the community or SWMACC.
- 4.2.3.7 Erosion control plan shall include a schedule for implementation of erosion control measures. The schedule shall include:
 - measures to cover exposed soil if unworked for 14 days or more
 - Implementation of wet weather measures between October 1st and April 30th, unless otherwise approved by the District.
- 4.2.3.8 On sites where vegetation and ground cover have been removed, District approved ground cover shall be re-established by seeding and mulching on or before September 1 with the ground cover established by October 15. As an alternative to seeding and mulching, or if ground cover is not established by October 15, the open areas shall be protected through the wet season with straw mulch, erosion blankets, or other approved method, where appropriate, with long term site plan.
- 4.2.3.9 Water containing sediment shall not be discharged into the surface water management system, wetlands or streams without first passing through an approved sediment filtering facility or device. Discharge from temporary sedimentation ponds or detention facilities used for sedimentation during construction shall be constructed to District standards to provide adequate sediment filtration.
- 4.2.3.10 Re-inspection fees may be charged for those sites that are notified of deficiencies and fail to complete corrective actions in full by the time of the next inspection.

4.2.4 Site Plan.

A site-specific plan prepared by an engineer shall be required and additional erosion control measures may be required for sites having one or more of the following characteristics:

- 4.2.4.1 Sites greater than five (5) acres disturbed;
- 4.2.4.2 Sites with slopes greater than 15 percent on any portion of the site;
- 4.2.4.3 Sites with highly erodible soils;
- 4.2.4.4 Sites adjacent to sensitive areas;
- 4.2.4.5 Sites where grading and clearing activities are likely between October 1 and April 30.

Refer to the current WES erosion prevention manual for additional measures required. Additional measures may include, but are not limited to, one or more of the following:

1. Limited area cleared at any one time;

2. Additional drainage requirements during construction;
3. Additional water quality treatment, including filtering or treatment of runoff;
4. Cover portions of the site;
5. Maintain a vegetated buffer strip between site and sensitive area;
6. Additional facilities to reduce volume and velocity of water runoff;
7. If there are no workable alternatives, limit clearing and grading in some areas between October 1 and April 30.

4.2.5 No soils shall remain exposed for more than 14 days in the wet weather season unless an advanced sedimentation or filtration process is used. WES must approve such process prior to implementation.

4.2.6 All construction activities disturbing an area that is five (5) or more acres of land shall obtain an NPDES 1200C erosion control permit from SWMACC for construction activities.

4.2.7 Performance.

The Applicant may be required to submit a bond, cashier's check or irrevocable letter of credit from an acceptable financial institution to secure performance of the requirements of this section. Upon default, SWMACC may perform work or remedy violations and draw upon the bond or fund. If SWMACC does not require a bond and the Developer does not perform the erosion control plan in whole or in part, SWMACC may, but shall not be obligated to, perform or cause to be performed corrective work and charge the Developer. Such amount shall bear interest at 9% per annum and shall be a lien upon the property foreclosable in accordance with ORS Chapter 88.

4.2.8 Erosion Control Certification.

1. All building activities requiring erosion control permits or approvals shall identify an individual, with authority over erosion control, to be responsible for erosion control of the site. In the event the individual responsible for erosion control is certified for erosion control, the development is eligible for a discount in erosion control fees, see Section 9.
2. Certification shall involve training in erosion control techniques, issues, and implementation strategies. A minimum of 4 hours of classroom instruction shall be required every 2 years.

4.2.9 Maintenance. The applicant shall maintain the facilities and techniques contained in the approved Erosion Control Plan so as to continue to be effective during construction or other permitted activity. If the facilities and techniques approved in an Erosion Control Plan are not effective or sufficient as determined by SWMACC's site inspector, the permittee shall submit a revised plan within three working days of written notification. In cases where erosion is occurring, SWMACC may require the applicant to implement interim control measures prior to submittal of a revised Erosion Control Plan and without limiting SWMACC's right to undertake enforcement measures. Upon approval of the revised plan by SWMACC, the permittee shall immediately implement the revised plan. The developer shall implement fully the revised plan within 3 working days of approval by the Director, or their designee.

4.2.10 Inspection.

The erosion control measures necessary to meet the requirements of Section 4.2.2 shall be installed by the owner or their representative and shall be inspected by SWMACC prior to the start of any excavation work.

4.2.11 Deposit of Sediment.

No person shall drag, drop, track, or otherwise place or deposit, or permit to be deposited, mud, dirt, rock or other such debris upon a public street or into any part of the public storm and surface water system, including natural drainage systems, or any part of a private storm and surface water system which drains or connects to the public storm and surface water system, with the exception of sanding for ice and snow and maintenance such as crack or chip sealing. Any such deposit of material shall be immediately removed using hand labor or mechanical means. No material shall be washed or flushed into the road/street or any part of the storm and surface water system without erosion control measures installed to the satisfaction of SWMACC, and any such action shall be an additional violation.

4.2.12 Permit Fee

SWMACC may collect all fees for the review of plans, administration, enforcement, and field inspection(s) to carry out the rules contained herein as established and amended by SWMACC.

4.2.13 Permit Duration

4.2.13.1 Development or construction must be initiated as per the approved final development plans within one (1) year of the date of erosion control permit issuance or the permit will be null and void. When the Hearings Officer or Board of County Commissioners specify a time period for commencement of a development, that time period shall supersede.

4.2.13.2 Erosion Control permits (excluding 1200-C permits) shall expire and become null and void 24 months after the date of permit issuance unless extended by the Director. If the work authorized by such permit has not received final inspection approval prior to the permit expiration date, and the permit has not been extended by the Director, all work shall stop until a new permit is obtained that conforms to the erosion control regulations in effect at the time of re-application. The Director may extend the time for action by the permittee for a period not exceeding 12 months on written request by the permittee showing that circumstances beyond the control of the permittee have prevented work from being completed. Failure on the part of WES to notify the permittee by mail prior to the original date of expiration shall result in an automatic 12-month extension. No permit shall be extended more than once.

4.2.13.3 1200-C permits shall expire and become null and void if the permit is not renewed annually or as per the general permit schedule set forth by the Oregon Department of Environmental Quality (DEQ).

4.3 AIR POLLUTION

4.3.1 Dust.

Dust and other particulate matters containing pollutants may settle on property and be carried to waters of the state through rainfall or other means.

Dust shall be minimized to the extent practicable, utilizing all measures necessary, including, but not limited to:

4.3.1.1 Sprinkling haul and access roads and other exposed dust producing areas with water.

4.3.1.2 Establishing temporary vegetative cover.

4.3.1.3 Placing wood chips or other effective mulches on vehicle and pedestrian use areas.

4.3.1.4 Maintaining the proper moisture condition on all fill surfaces.

4.3.1.5 Pre-wetting cut and borrow area surfaces.

4.3.1.6 Use of covered haul equipment.

4.4. MAINTAINING WATER QUALITY

4.4.1 Construction of new facilities between stream banks shall be pursuant to permits issued by state and federal agencies having jurisdiction and applying their regulations.

4.4.2 Pollutants such as, but not limited to, fuels, lubricants, asphalt, concrete, bitumens, raw sewage, and other harmful materials shall not be discharged into rivers wetlands, streams, impoundments, undisturbed buffers or any storm drainage system, or at such proximity that the pollutants flow to these watercourses.

4.4.3 The use of water from a stream or impoundment, wetland or sensitive area, shall not result in altering the temperature or water quality of the water body in violation of Oregon Administrative Rules, and shall be subject to water rights laws.

4.4.4 All sediment-laden water from construction operations shall be either routed through sedimentation basins, filtered, or otherwise treated to remove the sediment load before release into the surface water system.

4.5 FISH AND WILDLIFE HABITAT

4.5.1 Construction shall be done in a manner to minimize adverse effects on wildlife and fishery resources pursuant to the requirements of local, state, and federal agencies charged with wildlife and fish protection.

4.6 NATURAL VEGETATION

4.6.1 As far as is practicable, natural native vegetation shall be protected and left in place in undisturbed buffer areas. Work areas shall be carefully located and marked to reduce potential damage. Trees shall not be used as anchors for stabilizing working equipment.

4.6.2 During clearing operations, trees shall not be permitted to fall outside the work area. In areas designated for selective cutting or clearing, care in falling and removing trees and brush shall be taken to avoid injuring trees and shrubs to be left in place.

4.6.3 Where natural vegetation has been removed, or the original land contours disturbed, the site shall be revegetated per a submitted and approved seeding and maintenance plan from a list approved by SWMACC as soon as practicable after construction has commenced, not later than October 15. After that date a reseeded and stabilization plan approved by SWMACC must be used.

4.7 PESTICIDES, FERTILIZERS, CHEMICALS

4.7.1 The use of hazardous chemicals, pesticides, including insecticides, herbicides, defoliants, soil sterilants, and the use of fertilizers, must strictly adhere to federal, state, county, and local restrictions.

4.7.2 All materials defined in Section 4.7.1 delivered to the job site shall be covered and protected from the weather. None of the materials shall be exposed during storage. Waste materials, rinsing fluids, and other such material shall be disposed of in such a manner that pollution of groundwater, surface waste, or the air does not occur. In no case shall toxic materials be dumped into drainageways.

4.8 CONTAMINATED SOILS

In the event the construction process reveals soils contaminated with hazardous materials or chemicals, all parties shall stop work immediately to ensure no contaminated materials are hauled from the site, remove work forces from the contaminated areas, leaving all machinery and equipment, and secure the areas from access by the public until such time as a mitigation team has evaluated the situation and identified an appropriate course of action. The Owner and the Contractor shall notify OSHA and DEQ of the situation upon discovery. The Owner and the Contractor must comply with OSHA and DEQ statutes and rules.

SECTION 5 – ADDITIONAL SURFACE WATER MANAGEMENT STANDARDS

5.1 GENERAL STANDARDS

- 5.1.1 All development shall be planned, designed, constructed and maintained to:
 - 5.1.1.1 Protect and preserve existing streams, creeks, natural drainage channels and wetlands to the maximum practicable extent, and to meet state and federal requirements.
 - 5.1.1.2 Protect property from flood hazards. Provide a flood evacuation route if the system fails.
 - 5.1.1.3 Provide a system by which storm/surface water within the development will be controlled without causing damage or harm to the natural environment, or to property or persons.
- 5.1.2 All stream crossings must be approved by the Oregon Division of State Lands, US Army Corps of Engineers, and any other authorized federal, state, or local agency.
- 5.1.3 In the event a development or any part thereof is traversed by any water course, channel, stream or creek, gulch or other natural drainage channel, adequate easements for surface water drainage purposes shall be provided to SWMACC. This does not imply a maintenance obligation by SWMACC.
- 5.1.4 Channel obstructions are not allowed except with approval from SWMACC.
- 5.1.5 Facilities developed on site shall be constructed in a manner consistent with basin-wide or sub-basin drainage management plans.
- 5.1.6 All storm conveyance pipes, vaults, detention facilities or other water quality or quantity facilities shall be built to specifications required by SWMACC.
- 5.1.7 All surface water facilities shall be constructed per SWMACC specifications.
- 5.1.8 Inspection of surface water facilities and approval of shop drawings shall be provided by the developer's engineer.
- 5.1.9 Following completion of construction, the engineer shall submit a document, stamped by a professional engineer, indicating all surface water systems have been inspected and installed per approved plans and approved changes.
- 5.1.10 Maintenance is required for all on-site surface water facilities. The maintenance program must be approved by SWMACC.
- 5.1.11 As-built plans of facilities, easements for all facilities, and approved maintenance plans shall be provided to SWMACC upon completion of construction.
- 5.1.12 Each surface water system shall have adequate easements and access for construction, operation and maintenance. A commercial or industrial user having ownership or control of onsite detention facilities shall maintain such facilities in compliance with these Rules and Regulations and provide documentation of annual maintenance.
- 5.1.13 All surface water facilities shall be maintained as needed and as approved by SWMACC. Proof of maintenance shall be annually submitted in accordance with a schedule approved by SWMACC. If the facility is not maintained, SWMACC may perform the maintenance and charge the owner of the facility.
- 5.1.14 Plan Review.

All plans and calculations must be stamped and signed by a civil engineer licensed by the State of Oregon and meet the standards of SWMACC.

5.1.15 Bonds.

Developers or owners shall provide a performance bond or other surety acceptable to the District prior to recording of the plat for residential developments or the issuance of building permits for commercial or industrial developments. A maintenance bond shall be provided to the District prior to release of the performance bond. The maintenance bond shall be in favor of the District, in the amount of 25% of the actual construction cost, for a period of one year from the date of final District inspection and acceptance of all completed buffer mitigation and public surface water facilities. During construction and the guarantee period, the District may perform work if the owner fails to do so, and charge the Bond. At the end of the one year guarantee period, the residual bond amount shall be released and remitted to the owner. Nothing herein shall limit the owner's responsibility for repair and maintenance to the amount of the bond.

5.1.16 All activities must meet State and Federal regulations.

5.1.17 All developments and re-developments shall provide water quantity, water quality and infiltration systems to meet requirements of these Rules and Regulations.

5.1.18 Development projects shall not be phased or segmented in such a manner to avoid the requirement of these Rules and Regulations.

5.2 WATER QUANTITY STANDARDS

5.2.1 Surface water collection systems with the potential to serve areas up to 10 acres of land must be sized for the post-developed 10-yr storm, using the Rational Method. All other surface water conveyance systems shall be sized for post-developed conditions in accordance with the following criteria:

5.2.1.1 Storm sewer and outfall pipes draining less than 640 acres: 25-yr, 24-hr design storm

5.2.1.2 Storm sewer and outfall pipes draining greater than 640 acres: 50-year, 24-hour design storm

5.2.1.3 Creek or stream channels draining less than 250 acres: 25-year, 24-hour design storm

5.2.1.4 Creek or stream channels draining greater than 250 acres: 50-year, 24-hour design storm

5.2.1.5 Creek or stream channels draining greater than 640 acres: 100-year, 24-hour design storm

Conveyance calculations shall use the Rational Method for analysis. Areas draining greater than 10 acres of land may use alternate methods such as SBUH, HEC 1, or SWMM, or as approved by the District.

Exceptions must be documented and approved by SWMACC.

In-stream or in-line detention can only be used in locations approved by the Oregon Division of State Lands and US Army Corps of Engineers, and any other authorized federal, state, or local agency.

5.2.2 It shall be the responsibility of the owner to provide a drainage system for all water on site and for water entering the property from off-site. Surface water, springs, and groundwater shall be incorporated into the drainage design. The owner is also

responsible for springs and groundwater that surface during construction and within the warranty period of the drainage system.

5.2.3 Where a drainage system of catch basins and pipes is available, all drains that extend to the curb must be directly connected to the storm system for SWMACC. No drainage will be allowed into the street or roadway where a drainage system is available.

5.2.4 Onsite Detention Design Criteria

Onsite storm quantity detention facilities shall be designed to capture and detain runoff as follows:

- 2 year, 24-hour post-developed runoff rate to a ½ of the 2 year, 24-hour pre-developed discharge rate;

Downstream analysis shall demonstrate adequate conveyance capacity where the project site contributes less than 15% of the upstream drainage area OR a minimum of 1,500 feet downstream of the project, whichever is greater. If the downstream analysis crosses the jurisdictional boundary of another surface water management agency, that agency must be notified by the Developer or Owner and given the opportunity to review and comment on the analysis.

For residential subdivisions and partitions of parcels with the potential to create more than two lots as currently zoned, and for developments having more than 5,000 square feet of impervious surface, on-site stormwater detention, treatment, and infiltration facilities shall be required. For 2- and 3-lot partitions that cannot be further partitioned under current zoning, detention and treatment facilities are not required if there are no downstream impacts. All subdivisions and partitions must include a drainage plan for each proposed lot. Infiltration facilities are required where soil conditions permit.

Open detention facilities shall be planted with vegetation as per the Metro Water Quality Treatment Facility Plant List (in the Metro Native Plant List, October 1998), available from the District. See Standards for details. Planting schedule and maintenance of vegetation shall be approved by the District.

5.2.5 Onsite Detention Design Method

The procedure for determining the detention quantities is set forth in Chapter 4.4, Retention/Detention Facility Analysis and Design, King County, Washington, Surface Water Design Manual Version 4.21 (ibid), except subchapters 4.4.5 Tanks, 4.4.6 Vaults and Figure 4.4.4G Permanent Surface Water Control Pond Sign. This reference shall be used for procedure only. Local rainfall data and information shall apply. The design criteria shall be as noted herein. Engineers desiring to utilize a procedure other than that set forth herein shall obtain the approval of SWMACC prior to submitting calculations utilizing the proposed procedure.

For all developments other than single family and duplex, the sizing of stormwater quantity detention facilities shall be based on the impervious area to be created by the development, including structures and all roads and impervious areas.

For single family and duplex residential subdivisions or partitions, stormwater quantity detention facilities shall be sized for the impervious areas to be created by the subdivision or partitions, including all residences on individual lots at a rate of one ESU of impervious surface area per dwelling unit, plus all roads. If actual impervious area is to be greater than one ESU per dwelling unit, then the actual impervious numbers shall be used. Such facilities shall be constructed as a part of the subdivision or partition.

Redevelopment of sites shall require detention for the areas impacted by construction.

Subregional detention and water quality facilities are encouraged. Where topographically feasible, detention and water quality facilities may be sized and constructed to provide detention and treatment for more than one development. Maintenance must be provided for the facility. Easements and access must also be provided.

Each development shall address drainage for groundwater and springs. Existing problems shall be addressed in plans submitted for review and approval. Groundwater and springs that are encountered during development shall be the responsibility of the developer to address. Plans for drainage of these waters shall be submitted to SWMACC for review and approval prior to construction.

5.2.6 Infiltration systems are required for all new developments and re-developments to infiltrate all runoff from storm events up to one-half inch of rainfall in 24 hours. Treatment shall occur prior to or concurrent with infiltration systems in accordance with Section 6. Infiltration system capacity may be incorporated into the detention system design, in order to reduce the required detention volume. Infiltration facilities shall be sized to infiltrate the design runoff volume within a maximum of 96 hours. Infiltration requirements may be waived, or reduced, if it can be demonstrated by a registered professional engineer that infiltration will destabilize the soil, cause adverse structural problems or environmental impacts, or provide negative impacts to the environment, or due to site constraints such as high groundwater, springs, or impermeable soils.

5.2.7 Development shall conform to SWMACC standards.

5.3 NATURAL RESOURCE PROTECTION

5.3.1 Study

The applicant shall be required to provide a study identifying areas on the parcel which are or may be sensitive areas when, in the opinion of the District:

5.3.1.1 An area or areas on a parcel may be classified as a sensitive area;

5.3.1.2 The parcel has been included in an inventory of sensitive areas adopted by the District and more site specific identification of the boundaries are needed.

5.3.2 Undisturbed Buffer Required

New development or a division of land adjacent to sensitive areas shall preserve and maintain an undisturbed buffer wide enough to protect the water quality functioning of the sensitive area. The undisturbed buffer is a facility required to prevent damage to the sensitive area caused by the development. The width of the undisturbed buffer shall be as specified in Table 5.1.

Undisturbed buffers shall be protected, maintained, enhanced or restored as follows: Vegetative cover native to the region shall be maintained or enhanced, or restored, if disturbed in the buffer. Invasive non-native vegetation may be removed from the buffer and replaced with native vegetation. Only native vegetation shall be used to enhance or restore the buffer. This shall not preclude construction of energy dissipaters at outfalls consistent with watershed enhancement, and as approved by the District. Any disturbance of the buffer requires prior District approval.

Uncontained areas of hazardous materials as defined by DEQ are prohibited in the buffer. Starting point for measurements from the Sensitive Area begin at:

- Either the edge of bankfull stage or 2-year storm level for streams; and
- An Oregon Division of State Lands approved delineation marking the edge of the wetland area.

5.3.2.1 Where no reasonable and feasible option exists for not encroaching within the minimum undisturbed buffer, such as at a road crossing or where topography limits options, then onsite mitigation on the intrusion of the buffer will be on a ratio of 1.5 to 1 (one). All encroachments into the buffer, except those listed in 5.4.3, require a written variance from the District. The Surface Water Manager may grant a variance. The District shall give notice by First Class mail of its decision to grant or deny a variance to the applicant and to owners of property within 250 feet of the affected property.

Table 5.1 – Undisturbed Buffers

Sensitive Area	Upstream Drainage Area	Slope Adjacent to Sensitive Area	Width of Undisturbed Buffer
Intermittent Creeks, Rivers, Streams	Less than 50 acres	Any slope	25 feet
Intermittent Creeks, Rivers, Streams	50 to 100 acres	<25%	25 feet
Intermittent Creeks, Rivers, Streams	50 to 100 acres	≥25%	50 feet
Intermittent Creeks, Rivers, Streams	Greater than 100 acres	<25%	50 feet
Intermittent Creeks, Rivers, Streams	Greater than 100 acres	≥25%	100 to 200 feet
Perennial Creeks, Rivers, Streams	Any upstream area	<25%	50 feet
Perennial Creeks, Rivers, Streams	Any upstream area	≥25%	100 to 200 feet
Wetlands, lakes (natural), and springs.	Any drainage	<25%	50 feet
Wetlands lakes (natural), and springs.	Any drainage	≥25%	100 to 200 feet

Note: See Administrative Procedures for details for application of undisturbed buffer.

5.3.3 Design Standards for the Undisturbed Buffer

No future structures, development, or other activities shall be allowed which otherwise detract from the water quality protection provided by the buffer, as required by state and federal regulations, except as allowed below:

- 5.3.3.1 A road crossing the undisturbed buffer to provide access to the sensitive area or across the sensitive area.
- 5.3.3.2 Utility construction or approved plans by a governmental agency or public utility subject to Public Utility Commission regulation, providing the buffer is restored and a restoration plan approved by the District.
- 5.3.3.3 A walkway or bike path not exceeding eight feet in width, only if it is part of a regional system of walkways and trails managed or adopted by a public agency.
- 5.3.3.4 A pervious walkway or bike path, not exceeding eight feet in width that does not provide access to the sensitive areas or across the sensitive areas. If the walkway or bike path is impervious, then the buffer must be widened by the width of the path. The average distance from the path to the sensitive area must be at least 60% of the total buffer width. At no point shall a path be constructed closer than ten feet from the boundary of the sensitive area, unless approved by the District.
- 5.3.3.5 Measures to remove or abate hazards, nuisances, or fire and life safety violations.

5.3.3.6 Homeowners are allowed to take measures to protect property from erosion, such as protecting river banks from erosion, within limits allowed by State and Federal regulations.

5.3.3.7 The undisturbed buffer shall be left in a natural state. Gardens, lawns, or other landscaping shall not be allowed except with a plan approved by the District. The proposal shall include information to demonstrate that improvement and maintenance of improvements will not be detrimental to water quality.

5.3.3.8 Fences: The District may require that the buffer be fenced, signed, delineated, or otherwise physically set apart from parcels that will be developed.

5.3.4 Location of Undisturbed Buffer

In any new development or redevelopment, the undisturbed buffer shall be contained in a tract, and shall not be a part of any parcel to be used for the construction of a dwelling unit. The District reserves the right to require separate tracts for undisturbed buffers; however, conservation easements will be considered and allowed if the developer can demonstrate that restrictions for activities on the parcel will protect the resource associated with the buffer. Restrictions may include permanent signage, fencing, documentation with the title of the property, or other acceptable methods. All methods shall be approved by the District.

5.3.5 Construction in Undisturbed Buffer

5.3.5.1 With approval of the District and an approved plan, noxious vegetation may be removed and replaced with native vegetation.

5.3.5.2 Any disturbance of the buffer shall be replaced with native vegetation and with the approval of the District.

SECTION 6 - PERMANENT ONSITE WATER QUALITY FACILITIES

6.1 PURPOSE OF SECTION

The purpose of this Section is to require new development and other activities which create impervious surfaces to construct or fund onsite or offsite permanent water quality facilities to reduce the amount of phosphorous entering the storm and surface water system.

6.2 APPLICATION OF SECTION

The provisions of Section 6 shall apply to all activities which create new or additional impervious surfaces, except as provided in Section 6.03.

6.3 EXCEPTIONS

- 6.3.1 Construction of single family and two family (duplex) dwellings.
- 6.3.2 Sewer lines, water lines, utilities or other land development that will not directly increase the amount of storm water runoff or pollution leaving the site once construction has been completed and the site is either restored to or not altered from its approximate original condition.

6.4 PERMIT REQUIRED

Except as provided in Section 6.3, no person shall cause any change to improved or unimproved real property that will, or is likely to, increase the rate or quantity of runoff or pollution from the site, without a permit from the District.

6.5 STORM WATER QUALITY FACILITIES REQUIRED

For new development, subject to the exemptions of Section 6.3, no permit for construction, or land development, or plat or site plan shall be approved unless the conditions of the plat, plan, or permit approval require permanent storm water quality control facilities in accordance with this Section.

Permanent water quality control facilities shall be designed in accordance with the "Surface Water Quality Facilities Technical Guidance Handbook", developed by Portland, Lake Oswego, Clackamas County, and the Unified Sewerage Agency, now known as Clean Water Services.

6.6 PHOSPHOROUS REMOVAL STANDARD

The storm water quality control facilities shall be designed to remove 65 percent of the phosphorous from the runoff from 100 percent of the newly constructed impervious surfaces. Impervious surfaces shall include pavement, buildings, public and private roadways, and all other surfaces with similar runoff characteristics.

6.7 DESIGN STORM

The storm water quality control facilities shall be designed to meet the removal efficiency of Section 6.6 for events up to 2/3 of a 2-year, 24-hour storm in post-developed conditions.

6.8 DESIGN REQUIREMENTS

The removal efficiency in Section 6.6 specifies only the design requirements and are not intended as a basis for performance evaluation or compliance determination of the storm water quality control facility installed or constructed pursuant to this Section.

6.9 FACILITY PERMIT APPROVAL

A storm water quality control facility permit shall be approved only if the following are met:

A. The plat, site plan, or permit application includes plans and a certification prepared by an Oregon registered, professional engineer that the proposed storm water quality control facilities have been designed in accordance with criteria expected to achieve removal efficiencies for total phosphorous required by this Section.

B. A financial assurance, or equivalent security acceptable to the District, is provided by the applicant which assures that the storm water quality control facilities are constructed according to the plans established in the plat, site plan, or permit approval. The financial assurance shall be equivalent to the value of the constructed facility. The financial assurance may be combined with other financial assurance requirements deemed appropriate by the District.

6.10 ENFORCEMENT

Failure to comply with any provision of this Section shall be deemed a violation of this Ordinance. In such event, the District may take enforcement action pursuant to applicable Rules and Regulations.

6.11 PERMIT FEE

The District shall collect a fee in accordance with Table 1 for the review of plans, administration, enforcement, and field inspection/s to carry out the rules contained herein.

6.12 RESIDENTIAL DEVELOPMENTS

The permanent storm water quality control facilities for the construction of any single family and duplex subdivision shall be adequately sized for the public improvements of the subdivision and for the future construction of single family and duplex houses on the individual lots at a rate of 2,500 square feet of impervious surface per dwelling unit.

6.13 PLACEMENT OF WATER QUALITY FACILITIES

No water quality facilities shall be constructed within the defined area of existing or created wetlands unless a mitigation action is approved by the District, and is constructed to replace the area used for water quality.

6.14 OPERATION AND MAINTENANCE

Owners of water quality facilities shall provide operation and maintenance manuals to the District and DEQ. Manuals shall indicate maintenance activities and schedules. Owners of facilities are responsible for maintenance.

SECTION 7 - RATES FOR SURFACE WATER SERVICE

7.1 CUSTOMER CHARGES

7.1.1 Equivalent Service Unit Rate Structure

Except as specifically provided below, a monthly surface water charge shall be paid by the User. The rate is set according to the surface water service area, as follows:

Lower Tualatin Basin Surface Water Service Area.

There is hereby imposed a system of rates for users for surface water services established by this ordinance. The rates are set and amended from time to time to fund the administration, planning, design, construction, water quality and quantity programming, operation, maintenance and repair of surface water facilities. The following rates are hereby established for all users within the Lower Tualatin Basin Surface Water Service Area as set forth on Table 2, attached hereto and incorporated by reference. The Table may be amended by Resolution or Order of the Board of County Commissioners.

The District has determined through its review of hydrologic data and computer modeling of storm water quantity and quality events that impervious surface area is, without appropriate mitigation measures, the primary cause of a change in the quantity, quality and timing of the surface water leaving such sites and impacting waters of the state within the boundaries of the District. The following rates are hereby established for all customers within the District's service area.

7.1.2 Rate Calculation.

A monthly customer charge, in accordance with Table 2, shall be paid by each user. All non-single family customers shall pay for the total number of equivalent service units (ESUs) attributable to their sites. The total ESUs shall be calculated by dividing the total impervious on the site by the average amount of impervious area for a single family customer within the service area. The resulting figure, when rounded to the nearest whole number, is multiplied by the monthly base customer charge applied to single-family customers.

7.1.3 Rate Application to Rural Residential and Commercial Agriculture.

All developed rural residential parcels shall be treated as single family parcels if the parcels are used primarily for single-family residence purposes, regardless of secondary activities conducted on such rural residential parcels.

Those developed parcels on which the primary activity is that of commercial agricultural and/or farming shall be treated as non-single family parcels, but measured impervious areas shall reflect only paved areas and rooflines of buildings. Such commercial agricultural and/or farming activities shall be eligible to apply for the onsite mitigation credit delineated in the Surface Water Management Agency's Administrative Policies.

7.1.4 Mitigation Reduction Factor.

The amount of surface water service for sites can be controlled through provision of detention and/or other storm water quantity or quality control mitigation facilities. The District's Surface Water Engineer shall determine the appropriate mitigation credit factor for customers who provide such mitigation in a manner consistent with the Administrative Procedures adopted by the District.

7.2 PAYMENT OF CUSTOMER CHARGES

Single family customers will be billed on a bi-annual basis in advance, with payment due within fifteen (15) days of the billing date. Non-single family customers will be billed on a monthly basis in advance, with payment due within fifteen (15) days of the billing date.

SECTION 8 - COLLECTION PROCEDURES

8.1 ACCOUNT SETUP

All applications for service shall be on forms provided by the District. The account holder shall be considered the user of the service. In the case of a landlord-tenant situation, the tenant shall be the account holder unless the rental agreement (oral or written) provides that the landlord is responsible or the landlord has executed a written document stating that he/she/it is responsible for service. If the landlord is responsible, then both the landlord and the tenant shall be listed as the account holder. While the rental unit is unoccupied, any charges shall be the responsibility of the landlord.

8.2 NOTICES

Regardless of who is listed as the user, the District will make all reasonable efforts to provide the landlord and tenant with copies of all invoices, notices, and other information relating to fees and charges. This policy is intended to comply with ORS 91.255 and to provide notices to enable the landlord and tenant a reasonable opportunity within the time set by the District to avoid delinquent charges and discontinuance of service.

8.3 COLLECTION OF CHARGES

All invoices or bills for fees and charges shall be sent to the user at the address set forth on the District's records. If the District's records reveal that the user is not the owner and the owner has not executed a document to pay for services, then the District may take all reasonable steps to provide the owner with copies of all invoices, bills and notices pursuant to ORS 91.255.

If the owner has executed such an agreement to be bound or if the rental agreement provides, then the landlord and the tenant shall be jointly and severally liable and, following notices to each in accordance with the District's procedures, collection practices may ensue or service may be terminated. The District may look to either or both parties for payment in addition to the remedies of ORS 91.255.

If the user is different than the owner, the District may take all reasonable efforts to provide notice of delinquent status on billings by First Class mail to the last address of the owner or owner's agent that is on file with the District not later than 30 days from the time payment is due on the account. Thereafter, in accordance with typical procedures, the District may terminate or deny service to the property regardless of who is occupying the property, including any subsequent tenant, based upon the unpaid fees and charges incurred by the previous tenant following provision of the notices set forth above. In the case of a subsequent tenant, the District will provide not less than ten (10) days' written notice to that subsequent tenant prior to termination of services.

The District may enter into a payment plan in its sole discretion to avoid hardship to the user and leave the ultimate resolution between landlord and tenant.

The District may also deny or terminate service to the delinquent user at a new service location within the District based upon the outstanding fees and charges at the previous service location. The Director may enter into such agreements regarding payment of delinquent fees and charges as are reasonable and necessary to obtain payment to the District and avoid hardship and inequities.

8.4 DELINQUENT CHARGES

All user charges by the District shall be due within twenty (20) days of billing. Thereafter, a charge shall be considered delinquent. All delinquent charges shall bear interest at the legal interest rate from the date of delinquency until paid. Failure to make payment when due shall give the District the right to undertake such collection action as it deems appropriate under the circumstances including, but not limited to, letters, telephone calls (reasonable as to time and

place), legal proceedings or certification to the Tax Assessor. In addition, upon ten (10) days written notice, if feasible, the District may undertake those steps to construct on-site mitigation facilities or obtain cessation of customer's impact upon the District's or public's surface water system and the charges therefore shall be owed by customer to the District. Any costs incurred by the District to cease or mitigate the customer's impact on the surface water system, shall be charged at the District's usual labor and material rates.

In any action or suit to collect any delinquent user charges, the District shall be entitled to its reasonable attorney's fees, costs and disbursements as may be awarded by the trial court, including any appeal therefrom.

8.5 DISCONTINUANCE OF SERVICE

The District may, at any time after any charges or fees hereunder become delinquent, remove or close connections and enter upon any delinquent owner's property for such purpose. In addition, when any property owner fails to cease discharging into the District system prohibited substances after being notified by the District to do so, service may be similarly discontinued. The expense of such discontinuance as well as the expense of restoring service shall be a debt due to the District and may be recovered in the same manner as other delinquent charges.

8.6 RESTORATION OF SERVICE

Service which has been discontinued by the District shall not be restored until all accrued charges, including the expenses of discontinuance and restoration, shall have been paid and the cause for discontinuance corrected.

8.7 CERTIFICATION TO TAX ASSESSOR

Pursuant to ORS 454.225, the District may certify all delinquent charges to the Clackamas County Assessor for inclusion in the real property tax statement and collected in accordance therewith.

8.8 FEES AND COSTS

By resolution, the District shall set fees and charges, for collection efforts, including fees and charges necessary to recover all costs related to insufficient fund check or the cost of processing lien searches and the like based upon labor rates or other items deemed reasonable by the Board or the Director of Water Environment Services as its designee.

SECTION 9 - ENFORCEMENT

9.1 VIOLATIONS AND CIVIL PENALTIES

9.1.1 Violation of These Rules and Regulations

The District may impose civil penalties, including but not limited to stop work orders, fines, modification or revocation of permit and/or cessation of services, or seek an injunction or other relief provided by law when any user or person violates any condition or provision of this ordinance or any rule adopted thereto or any final order entered with respect thereto as well as violation of federal or state statutes, regulations or administrative rules.

The goal of enforcement is to (a) obtain and maintain compliance with applicable Federal and State statutes or administrative rules, the District's NPDES permit, ordinances, rules and regulations, permits and orders; (b) protect the public health and the environment; (c) deter future violators and violations; and (d) ensure appropriate and consistent enforcement. Except as provided by 9.3.1, the District shall endeavor by conference, conciliation and persuasion to solicit compliance. The District shall address all documented violations in order of seriousness at the most appropriate level of enforcement necessary to achieve the goals set forth herein under the particular circumstances of each violation. The violators who do not comply with initial enforcement action shall be subject to increasing levels of enforcement until compliance is achieved.

9.1.2 Definitions for Enforcement

9.1.2.1 "Compliance" means meeting the requirements of the District's statutes, rules, permits or orders.

9.1.2.2 "Documented Violation" means any violation which the District or other government agency verified through observation, investigation or data collection.

9.1.2.3 "Enforcement" means any documented action taken to address a violation.

9.1.2.4 "Flagrant" means any documented violation where the respondent had actual knowledge of the law and had consciously set out to commit the violation.

9.1.2.5 "Formal enforcement" means an administrative action signed by the Director or designee which is issued to a respondent on the basis that a violation has been documented, requires the respondent to take specific action within a specified time frame and states consequences for continued non-compliance.

9.1.2.6 "Intentional" means respondent consciously and voluntarily took an action or admitted to take an action and knew the probably consequences of so acting or omitting to act.

9.1.2.7 "Magnitude of Violation" means the extent of a violator's deviation from the District's statutes, rules, permits or orders taking into account such factors as, but not limited to, pollutant or concentration, turbidity, volume, duration, toxicity or proximity to human or environmental receptors. Deviations shall be classified as major, moderate or minor.

9.1.2.8 "Prior Significant Action" means any violation proven pursuant to a contested case hearing or established with or without admission of a violation by payment of a civil penalty, by order or default or a Memorandum of Agreement and Order of the District.

9.1.2.9 "Respondent" means the person to whom a formal enforcement action is issued.

9.1.2.10 "Risk of Harm" means the level of risk created by the likelihood of exposure, either individual or cumulative or the actual damage either individual or cumulative, caused by a violation to public health or the environment. Risk of harm shall be categorized as major, moderate or minor.

9.1.2.11 "Systematic" means any documented violation which occurs on a regular basis.

9.1.2.12 "Violation" means a transgression of any statute, rule, order, license, permit or any part thereof and includes both acts and omissions. Violations shall be classified as follows:

9.1.2.13 “Class I” means any violation which poses a major risk of harm to public health or environment, or violation of any compliance schedule contained in a District permit or a District order:

- (a) Violation of a District Order or approved plan;
- (b) Intentional unauthorized discharges;
- (c) Negligent spills or discharges which pose a major risk of harm to public health or the environment;
- (d) Discharge of waste to surface waters without first obtaining a National Pollutant Discharge Elimination System Permit;
- (e) Failure to immediately notify the District of a spill or upset condition which results in an unpermitted discharge to public waters which pose a major risk of harm to public health or the environment;
- (f) Violation of a permit compliance schedule;
- (g) Failure to provide access to premises or records;
- (h) Any other violation related to water quality which poses a major risk of harm to public health or the environment;
- (i) Two Class II violations or one Class II and two Class III violations or three Class III violations.

9.1.2.14 “Class II” means any violation which poses a moderate risk of harm to public health or the environment, including but not limited to:

- (a) Violation of a District order or approved plan;
- (b) Waste discharge permit limitation violations which pose a moderate risk of harm to public health or the environment;
- (c) Negligent spills which pose a moderate risk of harm to public health or the environment;
- (d) Failure to submit a report or plan as required by permit or license;
- (e) Any other violation related to water quality which poses a moderate risk of harm to public health or the environment.

9.1.2.15 “Class III” means any violation which poses a minor risk of harm to public health or the environment, including but not limited to:

- (a) Violation of a District order or an approved plan;
- (b) Negligent spills or discharges which pose a minor risk of harm to public health or the environment;
- (c) Violation of a waste discharge permit limitation which poses a minor risk of harm to public health or the environment;
- (d) Any other violation related to water quality which poses a minor risk of harm to public health or the environment.

9.2 PROCEDURE FOR ENFORCEMENT

9.2.1 Inspection, Entry, and Sampling

Authorized District representatives may inspect the property and facilities of any person to determine compliance with the requirements of the Ordinance. The person shall allow the District or its authorized representatives to enter upon the premises at all reasonable hours for the purpose of inspection, sampling or records examination. The District shall also have the right to set up on the person's property such devices as are necessary to conduct sampling, inspection, compliance, monitoring and/or metering operations. The right of entry includes but is not limited to access to those portions of the premises that contain facilities for sampling, measuring, treating, transporting, or otherwise handling surface water and storing records, reports, or other documents related thereto.

9.2.1.1 The District is authorized to conduct inspections and take such actions as required to enforce any provisions of this ordinance or any permit issued pursuant to this ordinance whenever the Director has reasonable cause to believe there exists any violation of this ordinance. If the premises are occupied, credentials shall be presented to the occupant and entry requested. If the premises are unoccupied and no permit has been issued, the District shall first make a reasonable effort to locate the owner or other person having charge or control of the premises and request entry. If entry is refused in either case, the District shall have recourse to the remedies provided by law to secure entry.

9.2.1.2 Where feasible, inspections shall occur at reasonable times of the day. If a permit has been issued and the responsible party or their representative is at the site when the inspection is occurring, the Director or authorized representative shall first present proper credentials to the responsible party. The permittee or person having charge or control of the premises shall allow the Director or the Director's authorized representatives, agents and contractors to:

- a. Enter upon the property where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of a permit;
- b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of a permit;
- c. Inspect at reasonable times the property, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required by these rules and regulations or under a permit; and
- d. Sample or monitor at reasonable times, for the purpose of assuring permit compliance with these rules and regulations or as otherwise authorized by local or state law, any substances or parameters at any location.

9.2.2 Prior Notice and Exceptions

Except as otherwise provided, prior to the assessment of any civil penalty the District shall serve a notice of violation upon the Respondent. The written notice shall be served, either personally, by office or substitute service as those terms are defined in the Oregon Rules of Civil Procedure, or by certified or registered mail, return receipt requested, specifying the violation and stating that the District will assess a civil penalty if a violation continues or occurs after five days following receipt of the notice.

The above notice shall not be required where the Respondent has otherwise received actual notice of the violation not less than five days prior to the assessment of civil penalty. No advance notice, written or actual, shall be required if (a) the act or omission constituting the violation is intentional; (b) the violation would normally not be in existence for five days, (c) the

water pollution might leave or be removed from the jurisdiction of the District.

9.2.3 Notice of Non-Compliance (NON)

A notice of non-compliance (NON) is an enforcement action which: (a) informs a person of the existence of a violation, the actions required to resolve the violations and the consequences of continued non-compliance. The notice may specify the time by which compliance is to be achieved and that the need for formal enforcement action will be evaluated; (b) shall be issued under the direction of the Director or designee; (c) shall be issued for all classes of documented violations; and (d) is consistent with the policy of 9.1.1. Typically a NON will be in the form of a Compliance Telephone Memorandum and a request for a written report within five (5) business days. The report shall detail the event, steps taken to correct the problem and steps to prevent future events

9.2.4 Notice of Violation and Intent to Assess a Penalty (NOV)

The Notice of Violation and Intent to Assess a Civil Penalty (NOV) is formal enforcement action which: (a) is issued pursuant to 9.2.1; (b) may include a time schedule by which compliance is to be achieved; (c) shall be issued by the Director or designee; (d) shall be issued for the first occurrence of a documented Class I violation which is not excepted under 9.2.1 or the repeated or continued occurrence of documented Class II or III violations where notice of non-compliance has failed to achieve compliance or satisfactory progress toward compliance.

9.2.5 Notice of Civil Penalty Assessment

A notice of Civil Penalty Assessment is a formal enforcement action which (a) is issued pursuant to 9.4.5; (b) is calculated pursuant to 9.4; (c) shall be issued by the Director or designee; (d) may be issued for the occurrence of any class of documented violation, for any class of repeated or continuing documented violations or where a person has failed to comply with a notice of violation and intent to assess a civil penalty or other order or Stipulated Final Order.

9.2.6 Memorandum of Agreement and Order (MAO)

A Memorandum of Agreement and Order (MAO) is a formal enforcement action which is in the form of an agreement or consent order issued by the Director that; (a) may be negotiated between the District and the subject party prior to or after any notice set forth above; (b) shall be signed by the Director or designee on behalf of the District and the authorized representative of the subject party; and (c) shall set forth action to be taken and set civil penalties. This may be issued for any class of violations.

9.2.7 Other Remedies

The formal enforcement action as described in these sections in no way limits the District from seeking other legal or equitable remedies in the proper court as provided by Oregon law.

9.2.8 Right to Hearing

A civil penalty shall be due and payable fifteen (15) days after the decision is final. The decision of the Director or the Director's designee to assess a civil penalty or other enforcement action or any violation pertaining to the District's statutes, regulations, permits, or orders shall be served on the user or person (hereinafter 'Respondent' by personal service, office or substitute service, as those terms are defined in the Oregon Rules of Civil Procedure or by certified or registered mail, return receipt requested. The Notice shall specify the violation, the reasons for the enforcement action, and the amount of the penalty. It shall comply with ORS 183.090 relating to notice and contested cases. The decision shall be final unless the respondent files a written Notice of Appeal and Request for Hearing with the District within 21 days from the date of the Director's decision. The Notice of Appeal and Request for Hearing shall contain the following:

9.2.8.1 The name of the Respondent and the case file number or permit number;

9.2.8.2 The name and signature of the respondent and a statement that if acting on behalf of a partnership or corporation, that the person executing the Notice of Appeal is duly authorized to file such appeal and such person is the contact representative;

9.2.8.3 The date that the Civil Penalty Assessment or other formal enforcement was received by the Respondent;

9.2.8.4 The nature of the decision and the specific grounds for appeal.

9.2.8.5 The appeal shall be limited to the issues raised in the petition. In the Notice of Appeal, the Respondent shall admit or deny all factual matters and shall affirmatively allege any affirmative claim and defense and reasons therefore.

9.2.8.6 The hearing shall be conducted in accord with ORS Chapter 183. The record of the hearing shall be considered by the District or Hearings Officer, who shall enter appropriate orders including the amount of civil penalty assessed. Appeal of such orders may be taken by the Respondent as provided in Section 9.8 below.

Notwithstanding the foregoing, nothing shall be construed to prevent the District from taking any other enforcement action or remedy available.

9.3 CIVIL PENALTY SCHEDULE MATRICES

In addition to any liability, duty or other penalty provided by law, the Director may assess a civil penalty for any violation pertaining to the District's statutes, regulations, permits or orders by service of a written notice of assessment of civil penalty upon the Respondent as set forth in Paragraph 9.3 above. The amount of any civil penalty shall be determined through the use of the following matrices in conjunction with the formula contained in Section 9.4.3.

9.3.1 Base Penalty Matrix

Magnitude of Violation			
	Major	Moderate	Minor
Class I	\$5,000	\$2,500	\$1,000
Class II	\$2,000	\$1,000	\$500
Class III	\$500	\$250	\$100

No civil penalty issued by the Director pursuant to this matrix shall be less than one hundred dollars (\$100) or more than ten thousand dollars (\$10,000) for each day of each violation.

9.3.2 Petroleum Spills

Persons causing oil spills to waters of the state within the jurisdiction of the District through intentional or negligent acts shall incur a civil penalty of not less than one hundred dollars (\$100) or more than twenty thousand dollars (\$20,000) per violation. The amount of the penalty shall be determined by doubling the values contained in the matrix in subsection 9.4.1 of this rule in conjunction with the formula contained in 9.3.3. In determining whether to seek a civil penalty, the District shall take into account the circumstances and enforcement efforts of other governmental agencies having jurisdiction.

9.3.3 Civil Penalty Determination Procedure

9.3.3.1 When determining the amount of civil penalty to be assessed for any violation the Director shall apply the following procedures:

- (a) Determine the class of violation and the magnitude of violation;
- (b) Choose the appropriate base penalty established by the matrices of Section 8.3.1 based upon the above finding;
- (c) Starting with the base penalty (BP), determine the amount of penalty through the application of the formula $BP + [(.1 \times BP) (P + H + E + O + R + C)]$ where:

(1) "P" is whether the Respondent has any prior significant actions relating to statutes, rules, orders and permits pertaining to environmental quality or pollution control. The values for P and the finding which supports each are as follows:

- 0 if no prior significant action or there is insufficient information on which to base a finding;
- 1 if the prior significant action is one Class II or two Class III violations;
- 2 if the prior significant action is one Class I or equivalent;
- 3 if the prior significant actions are two Class I or equivalents;
- 4 if the prior significant actions are three Class I or equivalents;
- 5 if the prior significant actions are four Class I or equivalents;
- 6 if the prior significant actions are five Class I or equivalents;
- 7 if the prior significant actions are six Class I or equivalents;
- 8 if the prior significant actions are seven Class I or equivalents;
- 9 if the prior significant actions are eight Class I or equivalents;

- 10 if the prior significant actions are nine Class I or equivalents determining the appropriate value for prior significant actions as listed above, the District shall reduce the appropriate factor by:

In determining the appropriate value for prior significant actions as listed above, the District shall reduce the appropriate factor by:

- A value of two if all prior significant actions are greater than three years old, but less than five years old;
- A value of four if all the prior actions are greater than five years old;

In making the above reductions no finding shall be less than zero. Any prior significant action which is greater than ten years old shall not be included in the above determination.

(2) "H" is past history of the Respondent taking all feasible steps or procedures necessarily appropriate to correct any prior significant actions. The values for H and the findings which support each are as follows:

- Minus 2 if the Respondent took all feasible steps to correct any violation;

- 0 if there is no prior history or insufficient information on which to base a finding;
 - 1 if the Respondent took some but not all feasible steps to correct a Class II or III violation;
 - 2 if the Respondent took some but not all feasible steps to correct a Class I violation;
 - 3 if no action to correct prior significant actions.
- (3) “E” is the economic condition of the Respondent. The values for E and the finding which support each are as follows:
- 0 to minus 4 if economic condition is poor, subject to any significant economic benefit gained by Respondent through non-compliance.
 - 0 if there is insufficient information on which to base a finding, the Respondent gained no economic benefit through noncompliance, or the Respondent is economically sound;
 - 2 if the Respondent gained a minor to moderate economic benefit through noncompliance;
 - 4 if the Respondent gained a significant economic benefit through noncompliance.
- (4) “O” is whether the violation was a single occurrence or was repeated or continuous during the period resulting in the civil penalty assessment. The values for “O” and the finding which supports each are as follows:
- 0 if a single occurrence;
 - 2 if repeated or continuous.
- (5) “R” is whether the violation resulted from an unavoidable accident, or a negligent or intentional act of the Respondent. The values for “R” and the finding which supports each are as follows:
- minus 2 if unavoidable accident;
 - 0 if insufficient information to make any other finding;
 - 2 if negligent;
 - 4 if grossly negligent;
 - 6 if intentional
 - 10 if flagrant.
- (6) “C” is the Respondent’s cooperativeness in correcting the violation. The values for “C” and the finding which supports each are as follows:
- minus 2 if Respondent is cooperative;
 - 0 if Respondent is neither cooperative nor uncooperative or there is insufficient information on which to base a finding;
 - 2 if violator is uncooperative.

9.3.3.2 In addition to the factors listed in 9.3.3.1 of this rule, the Director may consider any other relevant rule or statute and shall state the effect the consideration had on the

penalty. On review, the Board of county Commissioners or Hearings Officer shall consider the factors contained in 9.3.3.1 of this rule and any other relevant rule or statute.

9.3.3.3 If the District finds that the economic benefit of noncompliance exceeds the dollar value of 4 in subsection 9.3.3.1(c)(3) of this section, it may increase the penalty by the amount of economic gain, as long as the penalty does not exceed the maximum penalty allowed by rule and statute.

9.3.3.4 In any contested case proceeding or settlement in which Respondent has raised economic condition as an issue, Respondent has the burden of providing documentary evidence concerning its economic condition. In determining whether to mitigate a penalty based on economic condition, the Hearings Officer or District may consider the causes and circumstances of Respondent's economic condition.

9.4 STOP WORK ORDERS

9.4.1 Erosion Control Violations

In addition to civil penalties described in Section 9.1, erosion control violations will be enforced by on-site control activities to mitigate existing violations and prevent future violations to the greatest extent possible. Initial violations will result in a written description of requirements for repair of the problem and a 24-hour time period for compliance or a specified time for compliance as included in the Deficiency Notice. If the repair is not performed, or violations continue, the inspector will issue a stop work order on the project, which will remain in effect until the violation is repaired to the requirements stated in these Rules and Regulations. If the violation is not remedied or the person fails to commence diligently remedying the violation within 24 hours, the District may enter upon the property to abate the violation. Notwithstanding anything herein to the contrary, if the District reasonably believes the violation constitutes an emergency or other circumstance requiring immediate action, the District may take reasonable and necessary remedial action with or without notice to the owner as deemed appropriate by the District considering the circumstance. Any costs incurred by the District to remedy a violation shall be paid by the owner. If the required repairs are not completed within the specified time frame or if violations continue that require additional site visits, additional daily charges described in Table 1 will be assessed to the owner of the property.

9.4.2 Other Violations

In addition to civil penalties described in Section 9.1, other violations may be enforced by on-site control activities to mitigate existing violations of these rules including failure to follow approved plans and prevent future violations to the greatest extent possible. Initial violations will result in a written description of requirements for compliance and a specified time period for compliance as included in the Deficiency Notice. If compliance is not achieved, or violations continue, the inspector will issue a stop work order on the project, which will remain in effect until the violation is repaired to the requirements stated in these Rules and Regulations. If the violation is not remedied or the person fails to commence diligently remedying the violation within 24 hours, the District may enter upon the property to abate the violation. Notwithstanding anything herein to the contrary, if the District reasonably believes the violation constitutes an emergency or other circumstance requiring immediate action, the District may take reasonable and necessary remedial action with or without notice to the owner as deemed appropriate by the District considering the circumstance. Any costs incurred by the District to remedy a violation shall be paid by the owner. If the required repairs are not completed within the specified time frame or if violations continue that require additional site visits, additional daily charges described in Table 1 will be assessed to the owner of the property.

9.5 ABATEMENT

Nothing herein shall prevent the District, following seven (7) days written notice to the discharger, and discharger's failure to act, from entering upon the property and disconnecting, sealing, or otherwise abating any unauthorized connection to the storm water or system discharger violating any permit, this ordinance or water quality standards. As part of this power, the District may perform tests upon the property to trace sources of water quantity or water quality violation.

9.6 COMPROMISE OR SETTLEMENT OF CIVIL PENALTY BY DIRECTOR

9.6.1 Any time subsequent to service of a written notice of assessment of civil penalty the Director may compromise or settle any unpaid civil penalty at any amount that the Director deems appropriate. Any compromise or settlement executed by the Director shall be final.

9.6.2 In determining whether a penalty should be compromised or settled, the Director may take into account the following:

9.6.2.1 New information obtained through further investigation or provided by Respondent which relates to the penalty determination factors.

9.6.2.2 The effect of compromise or settlement on deterrence.

9.6.2.3 Whether Respondent has or is willing to employ adequate means to correct the violation or maintain compliance.

9.6.2.4 Whether Respondent has had any previous penalties which have been compromised or settled.

9.6.2.5 Whether the compromise or settlement would be consistent with the District's goal of protecting the public health and environment as set forth in Section 1.1 of these Rules and Regulations.

9.6.2.6 The relative strength or weaknesses of the District's case.

9.7 STIPULATED PENALTIES

Nothing herein shall affect the ability of the District to include stipulated penalties in a Memorandum of Agreement and Order or any other agreement.

9.8 APPOINTMENT OF HEARINGS OFFICER

For any contested case hearing, the District, through the Director, may appoint a hearings officer to determine all issues.

9.9 APPEALS

The decision of the District or the Hearings Officer shall be sent to the user or person by certified mail, return receipt requested. This decision shall be final unless the user or person files a writ of review in the Circuit Court in compliance with ORS Chapter 34 relating to writ of review procedures.

9.10 COLLECTION OF CIVIL PENALTY

Procedures for the enforcement of the civil penalty shall be as follows:

9.10.1 Time Limit: Any civil penalty imposed shall be a judgment and may be registered with the Court Clerk. The penalty shall be paid in full within fifteen (15) days of the date the decision is final. Payment shall be made either in cash or by certified check made payable to the District.

9.10.2 Relief in Circuit Court: If full payment is not made, the District may take further action for collection and/or cause service to be terminated. Alternatively, counsel for the District may, following the authorization of such action by the District, commence an action for appropriate legal and/or equitable relief in the Circuit Court. Notwithstanding the foregoing administrative hearing processes, nothing in this Subsection shall prohibit the District from commencing civil action in the Circuit Court for injunction or other relief or seeking imposition of civil penalties described above by the court.

9.11 ENFORCEMENT

Nothing shall prevent enforcement of this ordinance or applicable federal or state statutes or rules or regulations in federal and state courts.

SECTION 10 - APPEALS

10.1 APPEALS

10.1.1 Appeals to Director or his/her Designee: Except for violations and enforcement matters under Section 9, any person aggrieved by ruling or interpretation (decision) of the provisions of this Ordinance may submit a written appeal to the Director. The appeal shall be in writing and set forth the events and circumstances leading to the appeal, the nature of the impact of the ruling on the appellant, together with any other reasons for the appeal. The Director shall make a written decision within 30 days of written notification of appeal. If the appellant chooses to appeal the Director's decision, the Director shall appoint a hearings officer to decide the appeal.

10.1.2 The hearings officer appointed pursuant to section 10.1.1 shall set a *de novo* hearing on the matter at which he or she will take testimony and hear arguments. The Director shall give notice of the time and place for the hearing to the appellant, the applicant, and all property owners within 250 feet of the subject property. The notice called for in this section shall be given by First Class mail, postage prepaid, at least fourteen (14) days in advance of the time scheduled for the hearing. Only persons who have been aggrieved by the Director's decision shall have standing to participate in the hearing. The hearings officer shall issue written findings and a decision on the appeal within thirty (30) days after the *de novo* hearing, with copies to the Board, all persons who participated in the hearing and those persons who have requested a copy.

10.1.2 The governing body may refer the matter to a hearings officer for resolution, and shall within thirty (30) days from receipt of the application prepare a written decision on the matter which shall be sent to the applicant.

10.1.3 Circuit Court Review: Decisions of the Hearings Officer shall be reviewable by the Circuit Court of the State of Oregon for Clackamas County, solely and exclusively under the provisions of ORS 34.010 to 34.100.

SECTION 11 - SUPPLEMENTARY RULES

11.1 COMPLIANCE WITH LAWS

Conformance with this Ordinance shall in no way be a substitute for, or eliminate the necessity of, conforming with any and all federal, state, and local laws, ordinances, rules and regulations which are now, or may in the future, be in effect.

11.1.1 Regulations and Rules as Contract: The terms and conditions contained in this Ordinance, and all resolutions and orders adopted pursuant hereto, shall constitute a contract between the district and all users, contractors, and connectors to the system. The consideration for the conditions imposed upon such users and connectors shall be the privilege of the use of, and/or connection to, the District's surface water system and programs.

11.1.2 No Property Interest Acquired: A user or connector to the surface water system does not thereby acquire a vested property interest in continued use or connection to the system. Such use or connection is conditioned always upon such user or connector complying with all applicable terms and conditions contained in this Ordinance, and all regulations and orders adopted pursuant hereto and, further, upon compliance with all federal, state, or local requirements which are, or may hereafter, be imposed upon such user or connector.

11.1.3 Nothing contained herein shall require the District to provide service or access to the system to such user or connector when any federal, state, or local agency having jurisdiction over the District has imposed limitations upon such service or access, or when the District, in its discretion, has determined that the public interest requires any such limitation.

11.2 CONFLICTS WITH EXISTING AND FUTURE REGULATORY REQUIREMENTS OF OTHER AGENCIES

Any provisions or limitations of this Ordinance and any regulation and order adopted pursuant hereto are suspended and supplemented by any applicable federal, state, or local requirements existing or adopted subsequent hereto which are more stringent than the provisions and limitations contained herein, provided, always, that any provision of this Ordinance and resolution and order adopted pursuant thereto which are more stringent than any applicable federal, state, or local requirement shall prevail and shall be the standard for compliance by the customers of any connectors to the District surface water system.

11.3 ADMINISTRATION OF THIS ORDINANCE

The District, through its Director or other authorized designee or representative, shall have the authority to do all things necessary to administer the provision of this Ordinance and any rules adopted pursuant thereto.

11.4 SEVERABILITY

If any section, subsection, provision, clause, or paragraph of this Ordinance or rules adopted pursuant hereto shall be adjudged or declared to be unconstitutional or invalid by any court of competent jurisdiction, such judgment shall not affect the validity of the remaining portions of this Ordinance or such rules, and it is hereby declared that every other section, subsection, provision, clause, or paragraph is, and shall remain, irrespective of the validity of any other portion.

11.5 EFFECTIVE DATE

The provision of this Ordinance and the rules herein adopted shall be in effect on the date of enactment.

TABLE 1: SURFACE WATER MANAGEMENT FEES
Effective 7-1-2007

Permit Fees:

Plan Review for Erosion Control* (Includes 2 site inspections)

Single Family Residential or 800 sq. feet or greater without erosion control certification	\$310
Single Family Residential or 800 sq. feet or greater with erosion control certification	\$205
Non-Single Family or NPDES 1200C without erosion control certification	\$460 base \$80 additional per acre over 1 acre
Non-Single Family or NPDES 1200C with erosion control certification	\$270 base \$80 additional per acre over 1 acre

Plan Review for Surface Water Facilities

Single Family Residence	\$55
Non-Single Family	4% of the installed cost of any surface water management system or \$400.00, whichever is greater, EXCEPT, no fee will be due where there is no increase in impervious surface area.

Erosion Control Re-inspection

Single Family Residence	\$65 per visit
Non-Single Family	\$65 minimum per visit (1 acre or less) \$25 additional per acre (over 1 acre)

*See Administrative Procedures for further clarification of fees.

TABLE 2: SURFACE WATER MANAGEMENT FEES

Monthly Service Charge:

Single Family

\$4.00 per month

Non-Single Family

$\$4.00 \times \text{Impervious Area in Sq. Ft.}^*$

$\div 2500 \text{ Sq. Ft}$

Collection Procedures:

Interest for Delinquent User Charges:

9% per Annum

* Graveled surfaces are charged at 60% of the ESUs measured.



Gregory L. Geist
Director

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Surface Water Management Agency of Clackamas County
Supplemental Budget
(Greater Than Ten Percent) for Fiscal Year 2016-2017

Purpose/Outcome	Approval of a Supplemental Budget Change for FY 2016-2017.
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$629,704.
Funding Source	No General Funds involved. Includes Net Working Capital and Miscellaneous Income.
Duration	July 1, 2016 - June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Greg Geist, Director – Water Environment Services – 503-742-4560

BACKGROUND:

This supplemental budget for the Surface Water Management Agency of Clackamas County (“District”) is necessary to accomplish the integration of the District into the municipal partnership Water Environment Services (“WES”) by the end of this fiscal year. No request for additional operating expenditures is being made; this supplemental budget simply allows the budgetary transfer of the District’s anticipated end-of-year reserves into WES in accordance with Oregon Budget Law. The attached resolution reflects the changes requested by the department in keeping with a legally accurate budget. These changes are in compliance with ORS 294.473, which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget fund(s) being adjusted. The required notices have been published.

The Surface Water Operating Fund is requesting to recognize additional net working capital and miscellaneous income. This fund is also transferring from contingency and appropriating all of the previously unappropriated ending fund balance and additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of fiscal year 2016-17 to be made to WES’ Surface Water Operating Fund.

RECOMMENDATION:

Staff respectfully recommends approval of the attached Supplemental Budget Resolution and Attachment A in order to maintain a legally accurate budget during the integration of the Surface Water Management Agency of Clackamas County into Water Environment Services.

Sincerely,

Greg Geist
Water Environment Services Director

In the Matter of Providing Authorization
to the Surface Water Management Agency
of Clackamas County Regarding Adoption
of a Supplemental Budget for Items Greater
Than 10 Percent of the Total Qualifying
Expenditures and Making Appropriations
for Fiscal Year 2016-17

Resolution No:

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget is necessary to accomplish the integration of the Surface Water Management Agency of Clackamas County into the municipal partnership Water Environment Services by the end of fiscal year 2016-17;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017, inclusive, has been prepared and published in accordance with local budget law for the Surface Water Management Agency of Clackamas County;

WHEREAS, a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 8, 2017;

WHEREAS, the fund being adjusted is the Surface Water Operating Fund; and

WHEREAS, it is in the best interest of the District to approve this greater than 10 percent change in appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS ACTING AS THE GOVERNING BODY OF THE SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY THAT:

Pursuant to its authority under ORS 294.473, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A, which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2017

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

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
June 8, 2017

SURFACE WATER OPERATING FUND

Revenues:

Net Working Capital	\$ 17,548
Miscellaneous Income	165,189
Total Revenue	<u>\$ 182,737</u>

Expenditures:

Not Allocated to Organizational Unit	
Special Payments	\$ 650,000
Contingency	(20,296)
Ending Fund Balance	(446,967)
Total Expenditures	<u>\$ 182,737</u>

Surface Water Operating Fund is requesting to recognize additional Net Working Capital and Miscellaneous Income. The fund is also transferring from contingency and appropriating all of the previously unappropriated ending fund balance and additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of FY 2016-17 to be made to the municipal partnership Water Environment Services' Surface Water Operating Fund.



Gregory L. Geist
Director

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Tri-City Service District Supplemental Budget
(Greater Than Ten Percent) for Fiscal Year 2016-2017

Purpose/Outcome	Approval of a Supplemental Budget Change for FY 2016-2017.
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$16,181,166.
Funding Source	No General Funds involved. Includes Net Working Capital and Miscellaneous Income.
Duration	July 1, 2016 - June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Greg Geist, Director – Water Environment Services – 503-742-4560

BACKGROUND:

This supplemental budget for the Tri-City Service District (“District”) is necessary to accomplish the integration of the District into the municipal partnership Water Environment Services (“WES”) by the end of this fiscal year. No request for additional operating expenditures is being made; this supplemental budget simply allows the budgetary transfer of the District’s anticipated end-of-year reserves into WES in accordance with Oregon Budget Law. The attached resolution reflects the changes requested by the department in keeping with a legally accurate budget. These changes are in compliance with ORS 294.473, which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget fund(s) being adjusted. The required notices have been published.

The Sanitary Sewer Operating Fund is requesting to recognize additional net working capital and miscellaneous income. This fund is also transferring from contingency and appropriating all of the previously unappropriated ending fund balance and additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of fiscal year 2016-17 to be made to WES’ Sanitary Sewer Operating Fund.

The Sanitary Sewer System Development Charge Fund is requesting to recognize additional net working capital and miscellaneous income. This fund is also transferring from contingency and appropriating all of the previously unappropriated ending fund balance and additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of fiscal year 2016-17 to be made to WES' Sanitary Sewer System Development Charge Fund.

The Sanitary Sewer Construction Fund is requesting to recognize additional net working capital and miscellaneous income. This fund is also transferring from contingency and appropriating all of the previously unappropriated ending fund balance and additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of fiscal year 2016-17 to be made to WES' Sanitary Sewer Construction Fund.

The State Loan Fund is requesting to recognize miscellaneous income. This fund is also appropriating all of the previously unappropriated ending fund balance and additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of fiscal year 2016-17 to be made to WES' State Loan Fund.

RECOMMENDATION:

Staff respectfully recommends approval of the attached Supplemental Budget Resolution and Attachment A in order to maintain a legally accurate budget during the integration of the Tri-City Service District into Water Environment Services.

Sincerely,

Greg Geist
Water Environment Services Director

In the Matter of Providing Authorization
to Tri-City Service District Regarding
Adoption of a Supplemental Budget for
Items Greater Than 10 Percent of the
Total Qualifying Expenditures and Making
Appropriations for Fiscal Year 2016-17

Resolution No:

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget is necessary to accomplish the integration of the Tri-City Service District into the municipal partnership Water Environment Services by the end of fiscal year 2016-17;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017, inclusive, has been prepared and published in accordance with local budget law for the Tri-City Service District;

WHEREAS, a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 8, 2017;

WHEREAS, the funds being adjusted include the Sanitary Sewer Operating Fund, Sanitary Sewer System Development Charge Fund, Sanitary Sewer Construction Fund, and the State Loan Fund; and

WHEREAS, it is in the best interest of the Tri-City Service District to approve this greater than 10 percent change in appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS ACTING ON BEHALF OF THE TRI-CITY SERVICE DISTRICT THAT:

Pursuant to its authority under ORS 294.473, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A, which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2017

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

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
TRI-CITY SERVICE DISTRICT
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
June 8, 2017

SANITARY SEWER OPERATING FUND

Revenues:	
Net Working Capital	\$ 1,041,881
Miscellaneous Income	2,683,128
Total Revenue	<u>\$ 3,725,009</u>
Expenditures:	
Not Allocated to Organizational Unit	
Special Payments	\$ 5,732,424
Contingency	(1,274,991)
Ending Fund Balance	(732,424)
Total Expenditures	<u>\$ 3,725,009</u>

Sanitary Sewer Operating Fund is requesting to recognize additional Net Working Capital and Miscellaneous Income. The fund is also transferring from contingency and appropriating all of the previously unappropriated ending fund balance and additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of FY 2016-17 to be made to the municipal partnership Water Environment Services' Sanitary Sewer Operating Fund.

SANITARY SEWER SYSTEM DEVELOPMENT CHARGE FUND

Revenues:	
Net Working Capital	\$ 248,181
Miscellaneous Income	1,526,802
Total Revenue	<u>\$ 1,774,983</u>
Expenditures:	
Not Allocated to Organizational Unit	
Special Payments	\$ 3,500,000
Contingency	(231,250)
Ending Fund Balance	(1,493,767)
Total Expenditures	<u>\$ 1,774,983</u>

Sanitary Sewer System Development Charge Fund is requesting to recognize additional Net Working Capital and Miscellaneous Income. The fund is also transferring from contingency and appropriating all of the previously unappropriated ending fund balance and additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of FY 2016-17 to be made to the municipal partnership Water Environment Services' Sanitary Sewer System Development Charge Fund.

SANITARY SEWER CONSTRUCTION FUND

Revenues:	
Net Working Capital	\$ 166,917
Miscellaneous Income	2,620,070
Total Revenue	<u>\$ 2,786,987</u>
Expenditures:	
Not Allocated to Organizational Unit	
Special Payments	\$ 9,000,000
Contingency	(546,025)
Ending Fund Balance	(5,666,988)
Total Expenditures	<u>\$ 2,786,987</u>

Sanitary Sewer Construction Fund is requesting to recognize additional Net Working Capital and Miscellaneous Income. The fund is also transferring from contingency and appropriating all of the previously unappropriated ending fund balance and additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of FY 2016-17 to be made to the municipal partnership Water Environment Services' Sanitary Sewer Construction Fund.

STATE LOAN FUND

Revenues:	
Miscellaneous Income	\$ 500
Total Revenue	<u>\$ 500</u>
Expenditures:	
Not Allocated to Organizational Unit	
Special Payments	\$ 1,008
Ending Fund Balance	(508)
Total Expenditures	<u>\$ 500</u>

State Loan Fund is requesting to recognize Miscellaneous Income. The fund is also transferring appropriating all of the previously unappropriated ending fund balance and additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of FY 2016-17 to be made to the municipal partnership Water Environment Services' State Loan Fund.

June 8, 2017

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Construction Contract with Jim Smith Excavating for the
Addie Street Improvements project in Gladstone

Purpose/Outcomes	Approval of this construction contract will allow for construction of street, sidewalk, waterline and storm drain improvements along Addie Street from Barclay Avenue to Glen Echo Avenue in Gladstone.
Dollar Amount and Fiscal Impact	\$190,000 of Community Development Block Grant funds and approximately \$134,423 of City of Gladstone funds.
Funding Source	U.S. Department of Housing and Urban Development grant funds. City of Gladstone funds. No County General Funds are involved.
Safety Impact	Improved pedestrian safety in NW Gladstone.
Duration	Effective when signed and terminates after 90 days unless extended.
Previous Board Action	All 2015 recommended projects were approved with the 2015 Action Plan approval on April 30, 2015. The Intergovernmental Agreement for this project was approved on May 16, 2016.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide low and moderate income persons with healthy, safe and stable housing in neighborhoods where they have improved access to services. 2. Ensure safe, healthy and secure communities.
Contact Person	Chuck Robbins, Community Development Director - (503) 655-8591
Contract No.	H3S 8321

BACKGROUND: The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Construction Agreement with Jim Smith Excavating, Inc. for the Addie Street Improvements project. The BCC approved the intergovernmental agreement for this project on May 16, 2016. The Construction Agreement was reviewed and approved by County Counsel on March 20, 2017.

RECOMMENDATION: We recommend the approval of this Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing Human Services

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION WORK
BETWEEN OWNER AND CONTRACTOR**

OWNER

Clackamas County
Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

CONTRACTOR

Jim Smith Excavating, Inc.
PO Box 429
Oregon City, OR 97045

THIS AGREEMENT is entered into by and between Clackamas County, Oregon (hereinafter called OWNER) and **Jim Smith Excavating, Inc.** (hereinafter called CONTRACTOR) and is dated as of the date it is signed by the OWNER.

This Contract for construction has been prepared for use with the ODOT Specifications for Construction of the Construction Contract (2015, APWA Oregon Chapter, Volume 1) prepared by the Engineer's Joint Contract Documents Committee.

This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This contract, or any modification of this contract, will not be binding on either party except as signed by authorized agents of both parties.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. Work consists of construction of street, sidewalk, waterline and storm drain improvements along approximately 650 linear feet of Addie Street from Barclay Avenue to Glen Echo Avenue in the northwest area of the City of Gladstone.

ARTICLE 2: ENGINEER

The Project has been designed by **Patrick Sisul, P.E., Sisul Engineering** who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT TIME

3.1. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by August 10, 2017 with a contract completion date of August 21, 2017.** The project is to commence per the date of the Notice To Proceed issued by the

COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. The total timeframe for this work is **90 days** unless a time extension is approved by the ENGINEER and OWNER, via Change Order.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 00180 of the ODOT Specifications for Construction. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$250 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$250 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 The Contractor will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the Owner and the Engineer(s). Additional work days may be granted to the Contractor.

ARTICLE 4: CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

4.1.1 In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the ENGINEER and to his satisfaction to the extent provided in the Contract Documents, the OWNER agrees to pay to the CONTRACTOR the amount bid, as adjusted in accordance with the Contract Documents, and based on the proposal made by the CONTRACTOR, to make such payments in the manner and times provided in the Contract Documents.

4.2 The Contract Price shall be Three Hundred Twenty Four Thousand and Four Hundred Twenty Three Dollars (**\$324,423.00**) which are described in the Contract Documents and are hereby accepted by the Owner.

4.3 The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the OWNER.

ARTICLE 5: PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 00195 of the ODOT Specifications for Construction. Applications for Payment will be processed by ENGINEER as provided in the ODOT Specifications for Construction.

5.2. Progress Payments. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the ODOT Specifications for Construction (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2.1. At least twenty-eight (28) days before each payment falls due (but not more than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

5.2.2 ENGINEER will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for payment with ENGINEER's recommendation of payment, the amount recommended will become due and when due, will be paid by OWNER to CONTRACTOR.

5.2.3. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction.

95% of Work completed and approved by the ENGINEER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Section 00195.50 of the ODOT Specifications for Construction).

5.2.4. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction. The OWNER reserves the right to withhold 5% of the total project payment until all work is completed and approved by the ENGINEER.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Section 00195.90 of the ODOT Specifications for Construction, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 00195.90.

5.3.1 The Final Application for payment shall be accompanied by at least the following: (a) CONTRACTOR's Affidavit of Release of Liens; (b) CONTRACTOR's Affidavit of Payment of Debts and Claims; and (c) Consent of Surety to Final Payment. Once all three documents (a, b, and c) have been delivered to the OWNER for review and approval, the remaining 5% of the Project Construction Contract will be released to the CONTRACTOR.

5.4. Payments, Contributions and Liens:

5.4.1. Under the provisions of ORS 279C.505 the CONTRACTOR shall:

5.4.1.1. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

5.4.1.2. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

5.4.1.3. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

5.4.1.4. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

5.4.2. If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.

5.4.3. Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this contract as the 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 the funds due or to become due the CONTRACTOR by reason of the contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve

Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the CONTRACTOR, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

5.4.4. If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site as provided in Section 00120.15 and 00120.25 of the ODOT Specifications for Construction. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8. CONTRACTOR shall be licensed by the State of Oregon Construction Contractors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. If the CONTRACTOR's CCB license is not current during any phase of construction, the OWNER may consider the contract to be null and void immediately.

6.9. Prior to completion and final acceptance of work, the CONTRACTOR shall be held responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

6.10. Except as otherwise provided in the Special Provisions of this contract, the ENGINEER shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the ENGINEER by the CONTRACTOR that the work is completed. If the work is not acceptable to the ENGINEER, the ENGINEER shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before acceptance by the ENGINEER can be made.

ARTICLE 7: INDEMNITY – INSURANCE – BONDS

7.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

7.2 Insurance.

7.2.1. 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. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than

\$4,000,000 combined single limit per occurrence/\$5,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, 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 in any way related to this contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

7.2.2. If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

7.2.3. If any other required 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.

7.2.4. The CONTRACTOR agrees to furnish the OWNER evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The OWNER, at its option, may require a complete copy of the above policy.

7.2.5. The certificate of insurance, other than the pollution liability insurance shall include the OWNER as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32-61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER 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 OWNER under this insurance. This policy(s) shall be primary insurance as respects to the OWNER. Any insurance or self insurance maintained by the OWNER shall be excess and shall not contribute to it.

7.2.6. The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for

notice to the insurer must be accepted by the OWNER. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the OWNER for review and approval.

7.3 Bonds. The CONTRACTOR agrees to furnish to the OWNER bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the OWNER. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

7.3.1. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

ARTICLE 8: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1.** This Agreement (pages 1 to 12, inclusive).
- 8.2.** Exhibits (Reserved - Not used at this time).
- 8.3.** Performance and Labor Material Payment Bonds, Public Works Bond consisting of 5 pages.
- 8.4.** 2015 ODOT Specifications for Construction (cover, pages 1 to 136, inclusive).
- 8.5.** Supplementary Conditions, including:

City of Gladstone Conditions and Street Specifications
Special Conditions (pages 1 to 12, inclusive).
HUD Labor Standards, HUD-4010 (pages 1 to 5, inclusive).

Federal Prevailing (Davis-Bacon) Wage Decision: OR170001 03/31/2017 OR1 Highway (pages 1 to 18 inclusive).
State of Oregon (BOLI) Wage Rates Decision: January 1, 2017, amended April 1, 2017 (pages 1 to 51 inclusive).

8.6. Specifications bearing the title "City of Gladstone Public Works Standard Construction Specifications" and Gladstone Special Conditions, Section 00100 through Landscaping, Section 02000" and plans (pages 1 to 11, total count of **Sisul Engineering** Spec.).

8.7. County Signage (Hold for future use).

8.8. Addenda Number: 1 and 2.

8.9. CONTRACTOR's Bid Proposal: (pages 1, 2, 3, 4 and 5, inclusive).

8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 00140.30 of the ODOT Specifications for Construction.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Section 00140.30 of the ODOT Specifications for Construction.

ARTICLE 9: FEDERAL (Davis-Bacon) AND STATE (BOLI) PREVAILING WAGE RATES

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for this contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

ARTICLE 10: DESCRIPTION OF CONTRACTOR

10.1. The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

10.1.1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

10.1.2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

10.1.3. The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

ARTICLE 11: MISCELLANEOUS

11.1. Terms used in this Agreement which are defined in Section 00130 - Award and Execution of Contract of the ODOT Specifications for Construction will have the meanings indicated in the ODOT Specifications for Construction.

11.2 The OWNER, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

11.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.4. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 12: TAX LAWS

10.1. The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described in Attachment A under this Contract. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle OWNER to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to OWNER'S setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OWNER shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and OWNER may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

10.2. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
- c. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective upon the date on which it is signed by the OWNER.

CONTRACTOR

Jim Smith Excavating. Inc.

**PO Box 429
Oregon City, Oregon 97045**

OWNER

Clackamas County, Oregon

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

Signing on Behalf of the Board

By:  (Sec)

Roy Bonner, Secretary

By: _____
Richard Swift, Director
Health, Housing and Human Services
Department

5-15-17

Date Signed

Date Signed

93-1060311

Contractor's Federal Tax Identification No.
or Social Security No. (if individual)

82790

Oregon Commercial Contractor's Board No.

June 8, 2017

Board of Commissioners
Clackamas County

Approval of an Agreement with Clackamas Women’s Services
for Camp HOPE 2017

Purpose/Outcomes	Funding will provide support for a minimum of 30 children to attend Camp HOPE, an overnight camp for children impacted by domestic violence.
Dollar Amount and Fiscal Impact	\$22,100 No county staff are funded through this agreement. No county general funds are involved.
Funding Source	Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 93.959), U.S. Department of Health and Human Services
Duration	July 1, 2016 – June 30, 2017
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Improve community safety and health • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, 503-650-5677
Contract No.	Contract database # 8314

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agreement with Clackamas Women’s Services. Funding will provide support for Camp HOPE in offering overnight outdoor camp experience designed for children who have been impacted by domestic violence. In its third year, Camp HOPE uses trauma-informed practices that help children heal from the effects of violence and increase emotional self-care, connection, and resiliency. Children who have experienced trauma are more likely to have issues with the legal system and struggle with alcohol and/or drug dependency.

Funding source for this Agreement is Substance Abuse Prevention and Treatment Block Grant through the U.S. Department of Health and Human Services. The agreement has a maximum value of \$22,100. The agreement terminates June 30, 2017. This agreement has been approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 17-036**

Project Name: *Camp HOPE 2017*

Project Number:

This Agreement is between **Clackamas County**, Oregon, acting by and through its
Department of Health, Housing & Human Services (COUNTY) and **Clackamas Women's Services**
(SUBRECIPIENT), an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: *Mike Morasko*

Program Manager: *Sarah Van Dyke*

Clackamas County – Finance

Clackamas County – Children, Youth & Families Division

2051 Kaen Road

150 Beaver Creek Rd

Oregon City, OR 97045

Oregon City, OR 97045

Phone: 503-742-5435

Phone: 503-650-5683

mmorasko@clackamas.us

svandyke@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: *Melissa Erlbaum*

Program Representative: *Melissa Erlbaum*

256 Warner Milne Road

256 Warner Milne Road

Oregon City, Oregon 97045

Oregon City, Oregon 97045

Phone: 503-654-2807

Phone: 503-654-2807

Email: melissae@cwsor.org

Email: melissae@cwsor.org

DUNS: 959059759

RECITALS

1. Clackamas Women's Services (SUBRECIPIENT) assists individuals and families affected by domestic violence and/or sexual assault. Their approach to serving the community is based on the principle that all human beings have the right to live in a safe and healthy environment, free of threat, sexual harassment and all types of abuse in their lives. Clackamas Women's Services believes that violence is a result of attitudes, power and control, and that violence results when people unjustly exercise power over others. Therefore, all oppressive behaviors must be simultaneously addressed. To that end, Clackamas Women's Services works to ensure that individuals and families have equal access to community resources and they provide support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression.
2. Clackamas County (COUNTY) desires to have its citizens share in the benefits of the SUBRECIPIENT resources to respond to the needs of children impacted by domestic violence. Exposure to the trauma of violence in the home affects children on emotional, psychological, developmental, cognitive and physical levels and can increase aggression, depression, anxiety, and put children at higher risk for substance abuse.
3. Based on the Camp HOPE model developed by the Family Justice Center Alliance International, and in partnership with Clackamas County's A Safe Place Family Justice Center, SUBRECIPIENT's Camp HOPE Oregon provides camps for children age 6 to 15 who have been exposed to domestic violence. Camp HOPE allows children the chance to be outdoors, participate in activities, and play.

These experiences help children heal from the trauma that violence has brought to their lives. Camp HOPE utilizes a trauma-informed approach, a low counselor/child ratio, and activities designed to increase emotional self-care, connection, and promote healing.

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

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **May 15, 2017** and not later than **June 30, 2017**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Substance Abuse Prevention and Treatment Block Grant that is the source of the grant funding, in addition to compliance with requirements of title 45 of the *Code of Federal Regulations* (CFR), Part 96.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance (CFDA # 93.959))** issued to the COUNTY by the U.S. Department of Health and Human Services. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$22,100**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to

make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, 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.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - h) **Indirect Cost Recovery.** SUBRECIPIENT agrees to forego indirect cost recovery on this agreement.
 - i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
 - j) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.

- k) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) 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 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT 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.
- q) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT

will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- r) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state 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, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the **Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance (CFDA #: 93.959))** issued to the COUNTY by the U.S. Department of Health and Human Services, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT 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, "Equal Employment Opportunity" 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 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96.

- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by The Department of Health and Human Services.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

11. Federal and State Procurement Standards

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

are incorporated by reference herein.

- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.

- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 5) **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, elected officials, officers, and employees" as an additional insured.
 - 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.
 - 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.

- e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Work plan and Monthly Reporting Form
- Exhibit F: Final Financial Report

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

CLACKAMAS WOMEN'S SERVICES

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humbertson
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Board,

Signing on Behalf of SUBRECIPIENT,

By: _____
Richard Swift, Director
Health, Housing and Human Services

By: 
Melissa Erlbaum, Executive Director

Dated: _____

Dated: May 18, 2017

By: _____
Recording Secretary

Dated: _____

Approved to Form

By: 
County Counsel

Dated: 17 May 2017

June 8, 2017

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Amendment with Oregon Department of Education,
Early Learning Division for Healthy Families Program

Purpose/Outcomes	Healthy Families programming includes screening and home visiting services to high risk families initiated prenatally and at the time of birth through the child's third birthday to promote healthy child development and reduce the risk of child abuse/neglect.
Dollar Amount and Fiscal Impact	This amendment #1 adds no funds. The indirect cost allowable has been recalculated. No County General Funds are involved.
Funding Source	Oregon Department of Education Early Learning Division
Duration	Effective from January 1, 2016 through September 30, 2017
Previous Board Action	032416-A1
Strategic Plan Alignment	<ul style="list-style-type: none"> • Improve Community Safety and Health • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, 503-650-5677
Contract No.	Contract database # CYF 7602

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for Healthy Families Program. Services provided under this contract include parent education, modeling positive parent-child interaction, teaching parents positive discipline techniques and connecting parents to community resources.

This Amendment adds no funds. The indirect costs allowable has been recalculated. It has been reviewed by County Counsel. The Amendment is effective on the date it has been signed by every party and terminates September 30, 2017. This Agreement has a maximum value of \$1,521,282. There is a 25% local match requirement as part of this agreement generated through partnership with the non-profit subcontractor. This has been approved by County Counsel on May 8, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

Contract Number 6175

**Amendment #1 to
State of Oregon
Intergovernmental Agreement**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats.

This is Amendment Number 1 to Contract Number 6175 between the State of Oregon, Department of Administrative Services, acting on behalf of the Department of Education (ODE), Early Learning Division (ELD) and the Early Learning Council (ELC) and

**Clackamas County
2051 Kaen Road
Oregon City, OR 97045
Telephone: 503-650-5678
Facsimile: 503-650-5674
E-mail address: rodcoo@co.clackamas.or.us**

hereinafter referred to as "County."

This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law.

New language is indicated by **BOLD UNDERLINE FONT**, deleted language is indicated by ~~strikethrough font~~.

I. The Agreement is hereby amended as follows:

EXHIBIT A, Part 1, Statement of Work

2. Definitions:

- a. **Eligible Families:** Families prenatally through the child's third birthday and may include a transition period following the child's birthday.
- b. **Family Service Units (FSU):** Family Services Units are the number of families a home visitor has on their case load per day based on a point structure outlined by Healthy Families America. For the purpose of calculating the daily number of expected FSU's for this Contract, the number of home visitors employed by the County on any given day is multiplied by 16.
- c. **Health Families Services:** Healthy Families Services are voluntary and non-stigmatizing services that promote the development of healthy,

thriving children and strong, nurturing families. Services range from universal basic short-term services to long-term intensive home visiting for high risk families. Healthy Families Services are typically initiated prenatally and at the time of birth, and target high risk families. Healthy Families Services are offered until the child's third birthday and as needed during a transition period following the birthday to assure connection to other school readiness services for the family. Services follow evidence-based practices designed to achieve appropriate early childhood benchmarks, following the Healthy Families America model.

- d. ***Definition Effective July 1, 2017* Indirect Costs – Federal definitions: “Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective...”**
An indirect cost rate is used to fairly and conveniently determine what proportion of indirect cost programs should bear. An indirect cost rate is the ratio between the total indirect expenses and some direct cost basis.

- d e. **Provider or Service Provider:** Any entity or individual working in early learning and development programs including but not limited to center-based and family child care providers, infant and toddler specialists, early intervention specialists and early childhood special educators, home visitors, Respite Care providers, related service providers, administrators, Head Start teachers, Early Head Start teachers, preschool and other teachers, teacher assistants, family service staff, and health coordinators.

- e f. **Service Delivery Area: Clackamas County,** the geographic area in which County will be coordinating or providing Healthy Family Services required by this Contract.

3. Service Requirements:

- c. Healthy Families Services are voluntary and may not be included in a mandated plan for families from any ~~Governmental~~ Entity or Program. Mandated plans include plans developed by the Department of Human Services (DHS) Self Sufficiency and Child Welfare services.

4. Medicaid Administrative Claiming Requirements:

Under Title XIX of the Social Security Act (“the Act”), the federal government and states share the cost of funding the Medicaid program, which provides medical assistance to certain low-income individuals. Federal Financial Participation (“FFP”) is the federal government’s share for states’ Medicaid program expenditures. The State is required to share in the cost of medical assistance expenditures, and the Act permits both state and local governments to participate in the financing of the non-Federal portion of medical assistance

expenditures (“State Share”). States may claim FFP for providing administrative activities that are found to be necessary by the Secretary of the U.S. Department of Health and Human Services (“DHHS”), Centers for Medicare and Medicaid Services (“CMS”) for proper and efficient administration of the Title XIX Medicaid Oregon State Plan (the “State Medicaid Plan”).

The Oregon Medicaid program is administered by the Oregon Health Authority (“OHA”), pursuant to ORS 409.010(3). OHA has an interagency agreement with ODE that authorizes ODE to provide for the delivery of Medicaid administrative activities **for the proper and efficient administration of Oregon’s Medicaid State Plan** in connection with the delivery of Healthy Families Services under ORS 417.795 and to claim FFP for such activities. ODE provides for the delivery of those Medicaid administrative activities in the Service Delivery Area through this Contract.

ODE and County desire to improve health services access and availability for children and families eligible for medical assistance under Medicaid who reside in the Service Delivery Area and, accordingly, in connection with the delivery of Healthy Families Services, County shall during the term of this Contract, either directly or through subcontracted Providers, perform Medicaid administrative activities in the Service Delivery Area as follows:

a. **Training Requirements:** All County and subcontracted Provider staff that will perform Medicaid administrative activities under this Contract must attend training provided **in accordance with Oregon Health Authority (OHA) requirements for Medicaid Administrative Claiming** by or coordinated through ODE prior to performing such activities and annually thereafter.

b. **Service Requirements:**

(1) County, to the extent it is providing Healthy Families Services under this Contract directly, and subcontracted Providers of Healthy Families Services under this Contract must:

~~A. Enroll with the OHA, Division of Medical Assistance Programs (“DMAP”), to provide Medicaid services;~~

~~B. A.~~ In connection with its delivery of Healthy Families Services under this Contract, perform Medicaid administrative activities that support administration of the State Medicaid Plan including:

- i. Outreach activities to inform families about health services and benefits;
- ii. **Case Planning/Referral/Interagency Coordination; and, coordination, monitoring and training of**

Medicaid OHP covered services;

- iii. ~~Wellness activities and preventative health care services.~~ Medicaid OHP Transportation and Translation services;

a) Program planning, policy development/ Interagency Coordination related to Medicaid/OHP services.

- ~~C. B.~~ Participate in required time studies during the four days each quarter designated by ODE, using the form (paper and electronic) provide by ODE and including all employees performing Medicaid administrative activities during the quarter in connection with the delivery of Healthy Families Services under this Contract. Participate in required time studies during the four dates randomly selected as required by OHA each quarter. ODE will notify County of the week (not the specific date) of their assigned random date prior to the first day of the applicable survey period. This will allow time for staff participating in MAC utilizing the Multnomah Education Service District (MESD) electronic MAC data capture system to be trained. In addition annual training is required for employees performing Medicaid administrative activities.
- ~~D. C.~~ Utilize the Activity Codes in Attachment 1 for identifying MAC activities performed and using the time study methodology designated by ODE to document the time spent on all activities performed during the designated four-day period randomly selected dates for each quarter period.
- ~~E. D.~~ Comply with all requirements of 42 CFR 434.6 as applicable.
- ~~F. E.~~ Counsel Medicaid eligible families that they are free to accept or reject Medicaid services and to receive such service from an enrolled provider of their choice unless otherwise restricted to a provider of the Oregon Health Plan by OHA.
- (2) ~~County shall notify subcontracted Providers of the time study dates for each quarter. Time study dates are randomly determined by ODE.~~

7. **Data Requirements:**

- a. County must maintain and provide to ODE upon request, the following

information:

- (1) The following information on County employees who perform Medicaid administrative activities under this Contract and subcontracted Provider employees who perform Medicaid administrative activities under County's contract with Provider: the **assigned unique ID number**, name, title, job description, education level, salary, and other personnel expenses for each employee;
- (2) Cost information: records to indicate the nature and extent of cost of **employee, and** Medicaid administrative activities performed; ~~and other resources that have been applied to offset costs;~~
- (3) Time study records, **training records**; and
- (4) Any other information applicable to the Medicaid administrative activities performed under County's contract with a subcontracted Provider.

- b.** ~~(5)~~ Provide, upon request, to ODE, OHA, the Oregon Department of Justice, the Oregon Secretary of State, or federal officials, all records that support Medicaid claims for Medicaid administrative activities.

8. Fiscal Requirements:

- a. Medicaid Administrative Claiming:** As set forth below, and otherwise in accordance with procedures designed by ODE, County, to the extent it is providing Healthy Families Services under this Contract directly, and subcontracted Providers of Healthy Families Services under this Contract must participate in federal Medicaid (Title XIX) Administrative Claiming for Medicaid administrative activities performed in connection with ~~the delivery of~~ Healthy Families Services, as follows:

- (1) County must submit to ODE within the designated time period after the close of each calendar quarter during the term of this Contract, information necessary for developing a Medicaid claim for Medicaid administrative activities performed during the prior quarter, including:
 - A. A list of the County and subcontracted Provider employees identified as performing Medicaid administrative activities during the quarter in connection with ~~the delivery of~~ Healthy Families Services under this Contract;
 - B. Salary and other personnel expenses for each identified employee;
 - C. The actual four-day time study record, of all activities performed by each employee identified as performing Medicaid administrative activities during the quarter in

connection with the delivery of Healthy Families Services under this Contract.

D. The costs of Medicaid administrative activities performed by County and subcontracted Providers during the quarter, as determined by County's time study and related information and by the time study and related information submitted by Providers to County.

(2) Subject to the limitations and exclusions set forth elsewhere in this Contract, County may include in the information it submits to ODE for developing the quarterly Medicaid claim for Medicaid administrative activities **performed**, Medicaid indirect costs incurred during the quarter. Medicaid indirect costs include costs associated with administering the delivery of Medicaid administrative activities **claiming** authorized under this Contract with subcontracted Providers, such as implementation of the time study requirements. County's actual Medicaid indirect costs must be documented and justifiable.

b. Medicaid Administrative Claiming Payments:

(1) Subject to the conditions set forth below, ODE shall disburse to County within 30 days after the end of the quarter, the amount of the Allowable Administrative Claim (the "Medicaid Earnings"). The Medicaid Earnings, except as described in **OAR** 423-010-0023(3), must be used to ~~maintain~~ **support** or expand Healthy Families program core services, as defined in the Healthy Families Program Policy and Procedure Manual.

ODE's quarterly payment obligation is conditioned on ODE receiving payment from OHA of the FFP for the Allowable Administrative Claim (ODE will provide the State Share).

d. Budget:

(1) County shall submit a final initial budget for the period beginning January 1, 2016 through June 30, 2017 and ~~a final initial budget for the period beginning~~ July 1, 2017 through September 30, 2017 ~~(the budget~~ **which** must include all funds anticipated to be received under this Contract including the local match) (Medicaid Earnings should be reflected in a separate line item), by January 28, 2016, to ODE for review and final approval. The budgets must include the expenses of all subcontracted Providers.

(2) ~~No later than August 31, 2017, County shall submit budgets for the period beginning October 1, 2017 through June 30, 2019 and for~~

the period beginning July 1, 2019 through September 30, 2019 (the budgets must include all funds anticipated to be received under this Contract, including the local match) (Medicaid Earnings should be reflected in a separate line item), for the delivery of Healthy Families Services in the Service Delivery Area, to ODE utilizing the approved budget template provided by ODE. The budgets must include the expenses of all subcontracted Providers. County shall submit budgets to ODE for the corresponding periods no later than August 31, 2019 and no later than August 31 of every other year thereafter. **County shall submit the approved budget template, provided by ELD, by August 31, 2017 for the period beginning October 1, 2017 through June 30, 2019 and July 1, 2019 through September 30, 2019 and every August 31 thereafter (which must include all funds anticipated to be received under this Contract, including the local match) (Medicaid Earnings should be reflected in a separate line item) for the delivery of Healthy Families Services in the Service Delivery Area to ODE utilizing the approved budget template provide by ODE. The budget must include the expenses of all subcontracted Providers.**

9. Fiscal Restrictions:

As described in greater detail in Attachment 1, the allowable costs of Medicaid administrative activities are limited as follows:

- a. Medicaid does not pay for administrative expenditures related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid.
- b. ~~Medicaid does not pay for health care services that are rendered free of charge to the general population. Thus, any administrative activity which supports the referral, coordination, planning of screening or services that are provided free to the general population would not be considered as Medicaid administration.~~
- e. ~~Duplicate payments are not allowable when determining administrative costs under Medicaid. Payments for allowable activities must not duplicate payments that have been or should have been included and paid as part of a rate for services, part of a capitation rate, or through some other local, State or federal program. Medicaid administrative costs may not be claimed for activities that are integral parts or extensions of medical services. Furthermore, in no case shall County be reimbursed more than the actual cost of the activities claimed by County under this Contract.~~

EXHIBIT A, Part 2, Payment and Financial Reporting

3. *Effective July 1, 2017* Indirect Cost Rate Allocation Bases for State General and Other Funds

The following allocation base has been determined by the Early Learning Division (ELD) for General and Other Funds when indirect costs are allocated to cost objectives by means of an indirect cost rate:

- **Indirect Cost Rate: Up to 10 percent (10%) of the direct cost basis may be charged to the total grant award or contract Not to Exceed (NTE) amount.**
- **The direct cost basis shall include salaries and wages, fringe benefits, materials and supplies, services, and travel.**
- **If there is a mix of federal, general and other funds in the NTE, federal guidelines should be used for Federal Funds and ELD guidelines for General and Other Funds. This may result in different indirect rates.**
- **For General and Other Funds with state statutory requirements on indirect (or administrative) costs, the ELD will use the established indirect cost basis and 10 percent rate unless statutory language says “X percent allowable for administrative or indirect costs on total amount of funds” or similar wording.**

Attachment 1, ACTIVITY CODES

A1. Medicaid/OHP Outreach Activities and Facilitating Medicaid /OHP Eligibility

This code should be used when performing activities that inform eligible or potentially eligible individuals about Medicaid/OHP/~~Oregon Healthy Kids~~. This code should also be used when describing the range of services covered under Medicaid/OHP/~~Oregon Healthy Kids~~, how to access and obtain them, and the benefits of Medicaid/OHP preventative services. Use this code when assisting children and their families in applying for and becoming eligible for Medicaid/OHP. Activities for obtaining and sharing information for Medicaid/OHP outreach and facilitating Medicaid/OHP eligibility can be written or verbal and may occur during meetings, home visits or over the phone. This includes related paperwork, clerical activities, and staff travel required to perform these activities. Please note it is not necessary that the child/family actually receive Medicaid/OHP in order for this code to be used.

Examples:

- Informing Medicaid eligible and potential Medicaid eligible children and families about the benefits and availability of services provided by Medicaid (including preventative treatment and screening) including services provided through Enter Periodic Screening Diagnosis and Treatment (EPSDT) program.
- Developing and/or compiling materials to inform individuals about the Medicaid program (including EPSDT) and how and where to obtain those benefits. Note: this activity should not be used when Medicaid-related materials are already available to the children and families served in your target population (such as through the Medicaid agency). As appropriate, obtain prior approval from Medicaid when creating/developing outreach materials.
- Distributing literature about the benefits, eligibility requirements, and availability of the Medicaid program, including EPSDT.
- ~~Assisting the Medicaid agency to fulfill the outreach objectives of the Medicaid program by~~ Informing individuals, children and their families about health resources available through the Medicaid program.
- Providing information about Medicaid EPSDT screening (e.g., dental, vision) available that will help identify medical conditions that can be corrected or improved by services offered through the Medicaid program.
- Contacting pregnant and parenting women and teens about the availability of Medicaid-covered prenatal and well-baby care programs, immunizations, birth control options and services.
- Providing information regarding Medicaid managed care programs ~~and health plans such as Oregon Healthy Kids~~ available to individuals and families, including how to access ~~the system~~ them.
- Encouraging families to access medical/dental/mental health services provided by the Medicaid program.
- Verifying an individual's current Medicaid eligibility status for purposes of the Medicaid eligibility process. (This may be accomplished by performing an eligibility check on-line, by reviewing the medical card, or contacting a local DHS/OHA facility to verify status of eligibility.)
- Reminding or assisting families to reapply for OHP to keep it current.
- Explaining Medicaid eligibility rules and the Medicaid eligibility process to prospective applicants.

- Assisting individuals or families complete a Medicaid eligibility application.
- Gathering information related to the application and eligibility determination process for an individual, including resource information and third party liability (TPL) information, as a prelude to submitting a formal Medicaid application.
- Providing **and packaging** necessary forms ~~and/or packaging forms~~ in preparation for Medicaid eligibility determination.
- Referring an individual or family to a local assistance office to make application for Medicaid benefits.
- Assisting an individual or family in collecting/gathering required information and documents for the Medicaid application.
- Identifying enrolled providers to provide Medicaid covered services, such as: immunizations, well child exams, dental services, mental health services.
- ~~Participating as a Medicaid eligibility outreach outstation. NOTE: excludes determining eligibility.~~
- Preparing, presenting and disseminating child health related materials identifying Medicaid-covered services and how to access such services including preventative health care and substance abuse prevention programs, related staff travel and paperwork.
- Informing parents/families on how to appropriately access/use Medicaid-covered medical care/services.

A2. Outreach and Application Assistance for Non-Medicaid/OHP Programs:

Activities that assist the child/family in gaining access to non-Medicaid/OHP services and effectively ~~utilize~~ **utilizing** social services and community wellness programs. (Included are housing, commodities, food banks, Women’s Infant and Children Program (“WIC”), foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs, friendly visitor and vocational services). Providers that are not enrolled with Medicaid or part of Medicaid Managed care of network providers and activities that assist the child/family in applying for these services, including form preparation, related staff travel, clerical, and paperwork.

Examples:

- Informing families about general health education programs or campaigns

and how to access them, conducting, scheduling or promoting these programs.

- Scheduling and promoting activities which educate individuals about the benefits of healthy lifestyles, home safety and accident prevention.
- Non-Medicaid/OHP outreach directed toward encouraging persons to access social, educational, legal, or other services not covered by Medicaid/OHP.
- Explaining eligibility rules and the eligibility process to prospective applicants for NON-OHP programs, providing the necessary forms and packaging all forms in preparation for such NON-OHP services.
- Informing individuals and families about NON-OHP programs, such as housing, food banks, foster care, financial assistance for needy families, TANF, food stamps, Women's Infant and Children (WIC) program, childcare, legal aid and other NON-OHP social or educational programs, and referring them to the appropriate agency to make application for such services.
- Providing outreach, developing and verifying initial and continuing eligibility for the Free and Reduced Lunch Program.

B1. Referral, Coordination, Monitoring and Training of Medicaid/OHP Covered Services

Staff should use this code when making referrals for coordinating, and/or monitoring the delivery of (Medicaid-covered services). This code may also be used when coordinating or participating in training events and seminars ~~for outreach staff~~ regarding the benefits of the Medicaid/OHP program, how to assist families to access Medicaid-covered services and how to more effectively refer participants for services. Activities that are an integral part of or an extension of a direct medical service are not claimable as an administrative activity and must be reported as E. NOTE: Targeted case management is also not claimable as an administrative activity and must be reported as E. Claimable activities reported include related staff travel, clerical, and paperwork.

*** **Note:** If medically licensed staff provide these activities they are considered integral to Medical services they provide whether they are actively billing Medicaid for direct medical services or not, must report under E for Direct Healthcare Services.

Examples:

- Monitoring, coordination, and training of Medicaid/OHP services: for vulnerable children and families, including agency staffing to coordinate

Medicaid/OHP services for child health and development (**Note: this** does not include ~~Individualized Family Services~~ Goal Plan meetings), arranging for Medicaid-covered services, coordinating child specific Medicaid – covered services in coordination with services identified (i.e. psychological counseling, health, substance abuse counseling and consultation), related staff travel and paperwork.

- Referral and Coordination: Gathering information in advance of a referral for a Medicaid-covered service ~~utilizing questionnaires (i.e. New Baby Questionnaire or Family Update)~~. Making referrals for and coordinating Medicaid covered screenings, examinations, assessments and evaluations for health, vision, dental, developmental, mental health, substance abuse, and other Medicaid-covered medical services. Contacts with parents regarding their child’s Medicaid covered healthcare needs. Gathering background information and supportive data such as social history and medical history. Helping families meet goals related to Medicaid covered services and coordinating ~~medical care with partnering agencies also serving the family such as Early Intervention and/or Community Healthy Nurses, and~~ **for covered services with Medicaid provider partnering agencies including** related staff travel and paperwork.
- **Coordinating services covered under the State’s Medicaid plan provided to a beneficiary without charge to the beneficiary including services that are available without charge to the community at large or “free care” for activities which support the referral, coordination, planning or screening or services intended to improve access and availability for Medicaid eligible and potentially Medicaid eligible children to obtain a Medicaid covered service available without charge to the community at large, and related staff travel and paperwork.**
- Immunization: Scheduling immunizations, coordination of immunizations for children, related staff travel and paperwork.
- Maternal Care Services: Referring for Medicaid-covered prenatal, postpartum and newborn care, pre-pregnancy risk prevention, family planning and related staff travel and paperwork.
- Developmental Delay: Gathering information in advance of a referral for a Medicaid-covered service ~~utilizing Ages and Stages Questionnaire (ASQ) and ASQ Social Emotional Questionnaire~~ for early identification of age appropriate child development and/or delays to assure health and developmental problems are found, diagnosed and treated. Coordinating or referring for early Medicaid-covered medical consultation and evaluations, related staff travel and paperwork. ~~Participating in or coordinating training which improves the delivery of Medicaid/OHP services, enhances~~

early identification, intervention, screening and referral of children with special health needs.

- **Participating in or coordinating training which improves the delivery of Medicaid/OHP services, enhances early identification, intervention, screening and referral of children with special health needs, related staff travel and paperwork.**

B2. Case Planning, Monitoring, Coordination, Referral and Training of Non-Medicaid/OHP Covered Services

- Assessing and monitoring of the home learning environment using standardized forms, creating and disseminating information on positive and interactive learning environments, providing or arranging for reading material for the child, providing or arranging for age appropriate toys.
- Classroom instruction or presentations, preparation, related paperwork and travel, attendance at conferences, providing educational or career guidance or consultation. Includes related staff travel, clerical, and paperwork.
- Case management of social services and community wellness programs (including housing, commodities, food banks, WIC, foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs, friendly visitor and vocational services): **and arranging transportation for these services. Making referrals for and coordinating the delivery of these social services and community wellness programs. Arranging transportation for these services and coordinating or** participating in training events and seminars for these services. Includes related staff travel, clerical, and paperwork.
- Making direct referrals to social services such as housing, energy assistance, educational and/or special education, childcare, education and Early Intervention, vocational and transportation to these services, etc., monitoring and follow-up. Includes related staff travel, clerical and paperwork.
- Participating in or coordinating training which improves the delivery of non-Medicaid/OHP services.

Examples:

- Helping families meet non-Medicaid covered related goals.
- General education and referrals about topics like nutrition, normal breastfeeding, exercise, wellness, attachment, infant development.
- Sharing toys, making toys.
- Literacy.
- Parent child interactions.

C1. Medicaid/OHP Transportation and Translation:

Assisting an individual to obtain transportation to services covered by OHP, arranging for ~~or providing~~ translation services to facilitate access to OHP services. This does not include the provision of the actual transportation services, but rather the administrative activities involved in arranging or scheduling transportation to a Medicaid covered service. Translation services must be provided by an ~~employee~~ **individual** whose role is performing translation functions to facilitate access to Medicaid-covered services. **These activities** include related paperwork, clerical activities or staff travel required to perform these activities.

Examples:

- Arranging for ~~or providing~~ translation services (oral and signing) that assist the individual to access and understand necessary care or treatment covered by Medicaid.
- Developing translation materials that assist individuals to access and understand necessary care or treatment covered by Medicaid.
- Scheduling or arranging transportation to Medicaid/OHP covered services.
- Related staff travel and paperwork.

F. General Administration/Other Services

General administrative functions such as: payroll, maintaining inventories, developing budgets, executive direction, lunches, paid leave, educational or professional development conferences, staff meetings, and personnel issues.

Examples:

- Paid lunches, breaks, or other time not at work.
- Paid time off (vacation, sick).
- Most trainings, conferences and meetings (not related to Medicaid covered services).
- Personnel issues.
- Emails and phone messages, general office work, filing.
- Establishing goals and objectives of health-related programs as part of an annual or multi-year plan.
- Reviewing agency procedures and rules.
- Attending or facilitating staff or board meetings.
- Performing administrative or clerical activities related to general building or agency functions or operations.
- Providing general supervision of staff, including assistants or volunteers, and evaluation of employee performance.

- II.** Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original

Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

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

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in this Section 5., County Data and Certification , is County’s true, accurate and correct information;
- (3) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
- (5) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at <https://www.sam.gov/portal/public/SAM/>; and
- (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.

IV. County is required to provide its Federal Employer Identification Number (FEIN). By County’s signature on this Agreement, County hereby certifies that the FEIN provided to

ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN within 10 days.

6. Signatures.

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

Clackamas County:

By:

Authorized Signature	Title	Date
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State of Oregon, acting by and through its Department of Administrative Services, Procurement Services:

By: Kelly Mix

Authorized Signature	Title: Procurement Manager	Date
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State of Oregon, acting by and through its Department of Education:

By:

Authorized Signature	Title:	Date
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Approved for Legal Sufficiency: Not Applicable per OAR 137-045-0050(2)(a)(c)(A)

Other required Signatures: Approved by Erin Deahn via email dated 4/3/2017.

June 8, 2017

Board of Commissioners
Clackamas County

Approval of Amendment 2 of the Intergovernmental Revenue Agreement with Oregon Department of Education Early Learning Hub for Focused Child Care Networks

Purpose/Outcomes	Focused Child Care Network programming identifies child care providers in Clackamas County serving low income and/or Latino families to provide training and technical assistance to improve the quality of programs and increase Quality Improvement Ratings of care.
Dollar Amount and Fiscal Impact	Amendment adds \$18,892.55 for a total of \$188,568.87 No fiscal impact to the County
Funding Source	Child Care Development Funds CFDA 93.575
Duration	July 1, 2017 through September 30, 2017
Previous Board Action	061615-A5
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	7298

BACKGROUND: BACKGROUND:

The Children, Youth & Family Division of the Health, Housing & Human Services Department requests approval of Amendment 2 of the Intergovernmental Revenue Agreement with Oregon Department of Education Early Learning Division for Focused Child Care Networks, which identify child care providers/programs within Clackamas County and provide them with technical assistance to increase the educational quality of care for families with children that are low-income and/or Latino/Hispanic.

There are no County general funds involved in this Amendment and it has been reviewed and approved by County Counsel. It has a maximum value \$18,892 for services starting July 1, 2017 and terminating September 30, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Focused Child Care Network Grant Award Agreement July- September 2017 Amendment

This grant letter is hereby-amends the Focused Child care Network Grant Award Agreement for Clackamas Early Learning Hub effective July 1, 2017 as follows. The Early Learning Division will be extending the current Focused Network grants with each Hub through September 30, 2017 and adding funds for the period of July 1, 2017 – September 30, 2017..

All General funds previously allocated for the 2015-2017 biennium must be expended and goods and services received by June 30, 2017. These funds cannot be carried beyond June 30, 2017.

The amount awarded for the July 1, 2017 – September 30, 2017 extension is one quarter worth of funding based on your 2015-2017 total allocation. The new funds for the period of July 1, 2017 – September 30, 2017 are CCDF federal funds that can only be expended on a reimbursable basis and can only be spent during the 3 three month extension of period July 1 – Sept 30, 2017. Additional funds attached to this amendment will not be added into EGMS until close to the end of this biennium July 1, 2017.

Funds must be expended according to the following timeline:

Race To The Top Funds Grant Spending Period: Grant Start Date - December 31, 2016
General Funds Grant Spending Period: Grant Start Date - June 30, 2017
Child Care Development Fund (CCDF) Grant Spending Period: July 1, 2017 - September 30, 2017

Grant Funding

	Race To The Top (RTTT) Funds CFDA 84.412	General Fund	Child Care Development Fund (CCDF) CCDF - CFDA 93.575
Early Learning Hub			
Clackamas Early Learning Hub	\$18,535.95	\$151,140.37	\$18,892.55

Required Signature: _____ Date: _____

Please sign and return to ELD ATTN: Sandy Gorsage at 775 Summer st. NE Suite 300 Salem, OR 97301

June 8, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #17 for the 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	Increase funding from the Oregon Health Authority for the Program Element 04 Sustainable Relationships for Community Health.
Dollar Amount and Fiscal Impact	Amendment #17 Increases the funding by \$100,000. for a new Contract maximum value of \$6,580,669.00.
Funding Source	State of Oregon, Oregon Health Authority. No County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Previous Board Action	The Board last reviewed and approved this agreement on July 9, 2015, Agenda item 070915-A8, October 6, 2016 Agenda Item 100616-A1, 100616-A2 & October 27, 2016 Agenda item 102716-A1, December 19, 2016 Agenda item 121916-A5, February 16, 2017 Agenda item 021617-A2, February 16, 2017 Agenda item 021617-A3, March 30, 2017 Agenda item 033117-A3, April 4, 2017 Agenda item 042017-A2
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	7271-17

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #17 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment increases funding from the Oregon Health Authority for the Program Element 04 Sustainable Relationships for Community Health.

This allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents.

This Amendment is effective July 1, 2016 and continues through June 30, 2017. This contract has been reviewed by County Counsel on May 24, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

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.

Agreement #148002

**SEVENTEEN AMENDMENT TO OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

This Seventeen Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, acting by and through its Health, Housing, and Human Services (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the financial assistance award for fiscal year 2016-2017 set forth in Exhibit C of the Agreement;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The Agreement is amended as follows:
Exhibit C “Financial Assistance Award”, Section 1 only is amended to modify the Financial Assistance Award for the period July 1, 2016 through June 30, 2017 as set forth in Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 4 of Exhibit C, entitled “Explanation of Financial Assistance Award” of the Agreement.
2. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.
5. This Amendment may be executed in any number of 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 Amendment so executed shall constitute an original.

6. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

APPROVED:

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CLACKAMAS COUNTY ACTING BY AND THROUGH ITS CLACKAMAS COUNTY HEALTH, HOUSING, AND HUMAN SERVICES (LPHA)

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on June 30, 2016. A copy of the emailed approval is on file at OCP.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
Name: Mai Quach (or designee)
Title: Program Support Manager
Date: _____

OFFICE OF CONTRACTS & PROCUREMENT (OCP)

By: _____
Name: Tammy L. Hurst, OPBC, OCAC
Title: Contract Specialist
Date: _____

**ATTACHMENT A
FINANCIAL ASSISTANCE AWARD
Award Period July 1, 2016 through June 30, 2017**

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 25, 2017	This Action AMENDMENT FY2017	
		3) Award Period From July 1, 2016 Through June 30, 2017		
4) OHA Public Health Funds Approved				
Program	Previous Award	Increase/ (Decrease)	Grant Award	
PE 01 State Support for Public Health	440,827	0	440,827	
PE 03 TB Case Management	20,038	0	20,038 (g)	
PE 04 Sustainable Relationships for Community Health	295,498	100,000	395,498 (j)	
PE 07 HIV Prevention Services	106,210	0	106,210 (i)	
PE 12 Public Health Emergency Preparedness	159,181	0	159,181	
PE 13 Tobacco Prevention & Education	228,108	0	228,108	
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	875,758	0	875,758 (b,c,k,l,m)	
PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES	69,411	0	69,411 (e,f)	
PE 40 WIC -- Texting Breastfeeding Support FAMILY HEALTH SERVICES	3,995	0	3,995 (n)	
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	27,264	0	27,264 (a,p)	
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	21,753	0	21,753	
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	35,052	0	35,052	
5) FOOTNOTES:				
a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015.				
b) The July-September 2016 grant is \$234,178 and includes \$46,836 of minimum Nutrition Education \$11,068 is for Breastfeeding Promotion.				
c) The October-June 2017 grant is \$641,580 and includes \$128,316 of minimum Nutrition Education \$33,204 is for Breastfeeding Promotion.				
d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match.				
e) \$17,353 is the July 1st -- September 30th of 2016 funding to local agencies.				
f) \$52058 is the October 1st, 2016 -- June 30th 2017 funding to local agencies.				
g) \$2,158 needs to be expended by 12/31/16				
h) \$10,000 is for School Based Health Center Youth Friendly Clinic Grant Funds.				
i) \$35,911 must be spent by December 31, 2016				
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		Page 2 of 2	
1) Grantee Name: Clackamas County Health Dept.		2) Issue Date April 25, 2017	This Action AMENDMENT FY2017
Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2016 Through June 30, 2017	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	81,786	0	81,786
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	11,593	0	11,593
PE 42 Babies First FAMILY HEALTH SERVICES	35,384	0	35,384
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	15,438	0	15,438
PE 43 Immunization Special Payments	88,354	0	88,354 (d)
PE 44 School Based Health Centers -- BASE FAMILY HEALTH SERVICES	256,956	0	256,956 (h,o)
PE 44 School Based Health Centers-Mental Health Expansion FAMILY HEALTH SERVICES	367,500	0	367,500
PE 50 Safe Drinking Water Program	147,475	0	147,475
TOTAL	3,287,581	100,000	3,387,581
5) FOOTNOTES:			
j) State Fiscal Year 2017 funds for Sustainable Relationships for Community Health are for the period July 1st, 2016 through June 30th, 2017. k) \$675 represents the Fresh Fruit and Veggies funds. l) \$19,992 represents one-time funding amount. Funding rate is \$4 per assigned caseload. m) \$1,047 increase represents reimbursement to local agencies for iPad purchase for WIC business operations. n) \$3,995 represents additional funding to local agencies for testing breastfeeding support message services. o) \$26,000 is one time funding to support SBHC operations, technical assistance and professional development activities related to the program priorities of youth-friendly services and the State Health Improvement Plan. p) \$3,749 is additional funding for Title X Clinics			
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

June 8, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Revenue Agreement with Lane County,
for On-line Food Handlers Training/Testing project

Purpose/Outcomes	The agreement allows Clackamas County Public Health, to facilitate Lane County's On-line Food Handlers Training/Testing project.
Dollar Amount and Fiscal Impact	Contract Maximum is \$99,000.
Funding Source	Fee for services. No County General Funds are involved.
Duration	Effective January 01, 2017 and terminates on June 30, 2019
Strategic Plan Alignment	Efficient and effective services Ensure safe, healthy and secure communities
Previous Board Action	No Previous Board Actions
Contact Person	Dawn Emerick, Public Health Director – (503) 655-8479
Contract No.	8315

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with Lane County for on-line food handler's training/testing. The Public Health Division has partnered with Lane County to allow Clackamas County Residents access to an on-line food handler's test administered by Lane County. For each test administered, Lane County will compensate Clackamas County for 80% of the collected fees.

The Agreement is effective January 1, 2017 and continues through June 30, 2019. This Agreement is retro-active due to late receipt from Lane County and extended language negotiations.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

Lane County Intergovernmental Agreement

THIS Intergovernmental Agreement is entered into by Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and CLACKAMAS COUNTY, through its Public Health Division, hereinafter referred to as AGENCY, for the period commencing January 01, 2017 to and including June 30, 2019.

WHEREAS, COUNTY and AGENCY are agreeable to the terms and conditions hereinafter set forth governing the provision of specified services;

The terms of this Intergovernmental Agreement are contained in this document and the following documents which are included by reference as if incorporated herein:

BOILERPLATE dated 09-07-2016

EXHIBIT A dated 09-01-2016

EXHIBIT B dated 09-01-2016

EXHIBIT C dated 01-01-2017

EXHIBIT E dated 09-01-2016

Regardless of any statement to the contrary in this Intergovernmental Agreement, EXHIBIT D are not relevant to this Intergovernmental Agreement

CLACKAMAS COUNTY	Federal I.D.:
<p>Authorized Signature _____ Date _____</p> <p>RICHARD SWIFT DIRECTOR, HLTH HOUSING HUMAN SVC OREGON CITY, OR 97045</p>	

Lane County, Oregon	
<p>County: _____</p> <p>Steve Mokrohisky _____ Date _____ County Administrator</p>	<p>Originator:</p> <p>Collette M. Christian Program Services Coord 2 Collette.Christian@co.lane.or.us 151 WEST 7TH AVE S-520 EUGENE, OR 97401</p>

LANE COUNTY INTERGOVERNMENTAL AGREEMENT (Boilerplate)

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and payment to COUNTY by AGENCY as noted on the previous pages, for the period of this agreement as previously designated, it is mutually agreed as follows:

1. Services. COUNTY shall perform as an independent contractor, and not as an agent of the AGENCY the necessary services to conduct the specific programs described in Exhibit B – Program Plan by this reference made a part hereof at a funding level described in Exhibit C – Budget Plan by this reference made a part hereof.
2. Client Confidentiality: No information contained in a client record shall be disclosed if such disclosure is prohibited by ORS 179.505 to 179.507, 45 CFR section 205.5 or 42 CFR Part 2, any administrative rule adopted by Division implementing the foregoing laws, or any other applicable federal or state confidentiality law.
3. Labor Laws. AGENCY agrees to comply with all federal, state and local labor laws which are applicable to the execution of this contract. AGENCY agrees that all subject employers working under this agreement are either employers that will comply with ORS 656.107 or are employers that are exempt under ORS 656.126.
4. Tax Laws. By execution of this agreement, AGENCY certifies, under penalty of perjury, that, to the best of AGENCY's knowledge, AGENCY is not in violation of any tax laws described in ORS 305.380(4).
5. Settlement of Disputes. Differences between AGENCY and COUNTY, or between agencies, which do not involve grounds for termination, will be resolved when possible at appropriate levels, followed by consultation between boards if necessary.
6. Indemnity/Hold Harmless. Each of the parties agrees to indemnify and save the other harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever and to defend all claims, proceedings, lawsuits, and judgments resulting from, arising out of, or relating to the operations of its responsibilities under this agreement. The parties' indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution.
7. Amendments. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. AGENCY, by signature of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.
8. No Third Party Beneficiaries: COUNTY and AGENCY are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons 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 contract.
9. Severability: The parties agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the

parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

10. Exhibits: This contract consists of the following exhibits by this reference made a part hereof:

- a. Exhibit A – Additional Terms and Conditions
- b. Exhibit B – Program Plan
- c. Exhibit C – Budget
- d. Exhibit D – Match
- e. Exhibit E – Special Reporting Requirements

Foodhandlers Revenue 9/7/16

Exhibit A

Additional Terms and Conditions

**EXHIBIT A
ADDITIONAL TERMS AND CONDITIONS
STATEWIDE HEALTHSPACE RESTAURANT INSPECTION SOFTWARE**

In the execution of this Contract Agreement, Agency is subject to the Terms and Conditions of this Exhibit and the attached HealthSpace Support Plan and Change Management Procedures. Lane County has executed a contract with HealthSpace to provide for the purchase of licenses for all Oregon Counties, wishing to utilize the HealthSpace Environmental Health Software (EHS) for the purpose of licensing food services establishments in Agency's County.

Oregon Health Authority (OHA) :

Please note that, for the purposes of this Exhibit and the Attached HealthSpace Support Plan (HSP) and Change Management Procedures, **neither County nor Agency fulfill the support role with HealthSpace. The OHA** will provide staff to fulfill role of the Primary Administrative Contact (PAC), as required in the attached HSP.

County will be responsible for paying to HealthSpace the License Fee and the Annual support/Maintenance Fee and hosting for the EHS licenses required by Agency.

Agency is granted a limited, non-perpetual license (the "**License**") to use the EHS for the duration of this Contract Agreement.

Agency acknowledges and agrees to the following limitations on its license for the EHS:

i) *No Modification or Reverse Engineering*—Agency will not directly or indirectly modify, or in any way alter (excluding configuration expressly permitted by the OHA) the whole or any part of the HealthSpace Software, nor will Agency translate, decompile, disassemble, reconstruct, decrypt, or reverse engineer the whole or any part of the HealthSpace Software.

ii) *No Rental or Timeshare Use*—Agency will not directly or indirectly license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit the HealthSpace Software in any way, nor will Agency use of the HealthSpace Software in a computer service business, service bureau, hosting or timesharing arrangement.

iii) *Unauthorized Equipment*—Agency will only use the HealthSpace Software on computing devices which are supplied by HealthSpace or which meet certain minimum system requirements as provided by HealthSpace from time to time.

iv) *Proprietary Notices*—Agency will not directly or indirectly remove any proprietary notices, labels or marks from the HealthSpace Software or other materials, including those indicating any intellectual property rights of HealthSpace or any third party unless otherwise agreed between the parties in writing.

Dated 9/1/2016



HealthSpace Support Plan and Change Management Procedures

This Addendum to Exhibit A has been adapted from the Lane County contract with HealthSpace*, to ensure that the requirements for Agency participation are properly represented, as well as the responsibilities of County and the Oregon Health Authority (OHA). This information is contained in Exhibit B of the Contract between Lane County and HealthSpace.

*Lane County contract Number 52116, 9/1/2015 - 8/31/2018, renewable.

Overview

The purpose of this document is to specify support procedures for the HealthSpace Software for the County, Agency and OHA (collectively "The Parties"). The goal of these procedures is to ensure high quality and efficient utilization of this resource.

Roles

1. *HealthSpace Client Representative*

The HealthSpace Client Representative will be the primary point of contact for management of service requests from the Parties. The HealthSpace Client Representative will meet via teleconference with the OHA PAC to coordinate the processing of service requests. The HealthSpace Client Representative will bring in other HealthSpace resources as required, and will provide input on the classification of service requests by type, priority, level of effort and business impact.

2. *Department Primary Administrative Contact (PAC)*

The OHA PAC will be the primary point of contact for management of service requests for the Parties. The OHA PAC will meet via teleconference with the HealthSpace Client Representative to coordinate the processing of service requests. The OHA PAC will be responsible for setting type, priority, level of effort and business impact of all service requests.

3. *Program area User contacts*

Each participating County/Agency program will have one or more User contacts. These individuals will have the following responsibilities:

- Participate regularly in the HealthSpace Support Forum
- Participate as required in the service conference calls with HealthSpace
- Advise the OHA PAC in assessing and classifying service requests
- Communicate with particular Agency/County/OHA program staff on changes and issues as required
- Develop implementation plans for service requests with a business process impact

4. *Program area directors*

- Sign-off on any change request with a business process impact
- Sign-off on any CRITICAL service requests (sign-off may be after the fact)
- Sign off on business requirements for high effort service requests
- Participate with the service manager in service planning meeting at least once a quarter

5. *County Manager*

1. Negotiate service and maintenance contract
2. Provide a point of escalation for the service manager and program directors
3. Participate with the OHA PAC and HealthSpace in quarterly service reviews

6. *Stakeholder*

1. An user of the system or any HealthSpace employee who is directly involved in the servicing, maintaining or deployment of the HealthSpace on behalf of the County/ Agency/OHA

Service Requests

Service requests for changes to EHS will be classified as either a system upgrade, bug fix or major/new. These parameters will determine how requests will be handled and tracked.

Service request have three status conditions. These will be used as follows:

- **New:** All service requests will be submitted to the Support Forum as new.

- **Review:** Service requests will have the status of Review after the OHA PAC has read them. They will stay in this status until they are closed or transferred to and accepted by the HealthSpace Client Representative for action by HealthSpace. While under review, the service request will be given a type, a priority and a level of effort, and the business impact will be assessed.
- **Active:** Service requests with an active status will be those which are being addressed by HealthSpace.

Types

Service requests will be classified as either Suggestions or Problems.

Problems/Bug Fixes/System Upgrades: These will include HealthSpace functions that do not work properly or change or enhancements required to the system. Unresolved problems will be tracked in the Unresolved Problems folder in the HealthSpace Support Forum. This folder will contain all service requests that HealthSpace is required to address, and only service requests which HealthSpace can address.

Suggestions: Suggestions will include all issues and changes that meet one of the following criteria:

- Changes that do not involve changes to EHS such as changes to or a clarification of business processes.
- Changes which require and have not received management review and approval prior to being forwarded to HealthSpace
- Changes which require clarification or analysis before they are well enough understood to be assessed.

Suggestions will be tracked in the Unresolved Suggestions folder in the HealthSpace **Support Forum**.

For service requests:

An item is placed in the Support Forum. It is analyzed by OHA PAC and HealthSpace. If there is agreement the request should be acted upon, a project is developed with a schedule. Tasks are then created and moved to HealthSpace Development.

Development is done in a Development Database/Template. There may be more than one task being worked on at a time. Each task changes 'Elements' of the program. An element is 'Checked Out' of the template when a developer is modifying it, to prevent changes over-lapping or conflicting. If two tasks require the same element, one will wait until the other task is complete. Development does rudimentary testing, and then moves the tasks on to HealthSpace Quality Assurance/internal testing.

Internal testing is done in a 'clean database' and may involve a pre-test review by the OHA PAC or designate. The elements that are indicated in each completed development task are moved to the testing database. If a completed task shares an element with an incomplete task, no elements from either task are moved to the testing database. When both are complete, they are tested together. All elements that have been modified in a task, or tasks, stay in the testing database and are refreshed to Testing & Training and Live databases at the same time; right now, each Friday evening, so that modifications to the database are available first thing Monday morning.

For bug fixes:

An item is placed in the Design Forum, or is telephoned in to the office Support Desk. A task is created immediately, and development begins to fix the problem. The 'offending' Element is checked out of the template to be modified. Development does rudimentary testing, and then moves the tasks on to Quality Assurance/Testing.

HealthSpace operations will test the change, and if necessary, the modification will be refreshed immediately. However, all elements that have been modified in a task, or tasks, stay in the testing

database and are refreshed to Testing & Training and Live databases at the same time, meaning, that everything that has been previously tested, will be refreshed with the bug fix.

For Major/New Development:

When a decision has been made and authorization is granted to make major changes to an existing module, or a new module added to EHS, discussion will happen in Support Forum, with a user group defining the changes needed. Once there is consensus between the user group, OHA PAC and HealthSpace a project(s) is created from the discussion forum outlining the tasks and schedule to complete the upgrade or addition.

Development is done in a Development Database/Template. There may be more than one task being worked on at a time. Development does rudimentary testing, and then moves the tasks to a testing database.

Testing is done by the Program Area User Contacts as changes happen, in a testing copy for that particular module. No other work that will affect the changes will be refreshed to this testing database (bug fixes or service requests that have to do with the existing modules). When there is a consensus from the user group that a certain portion of the program is to their satisfaction, it is signed off, and the next phase begins, until the new development is complete. Now the tasks move to internal and user testing.

Testing is done in a 'clean database'. The elements that are indicated in each completed development task are moved to the testing database. When the new development has been thoroughly tested, it is rolled out to Testing & Training database, and Live.

Processing Service Requests: When the OHA PAC sets the Priority and Business Impact, it should be done in a response document to the original post, to keep the actual posting titles free of clutter, and postings easy to find

The Parties must indicate their priority in the Support Forum if there is work that needs to be done in a certain order. If there is no priority list, HealthSpace will analyze the requests and do them in the most logical order for development - usually in order that they are posted.

HealthSpace only can set the level of effort, and is usually be done by staff developer and communicated to the OHA PAC by the HealthSpace Client Representative.

Processing service requests will be done when the OHA PAC has enough information from all interested parties, from Management to Program Users, and in all three HSDA's.

When tasks are complete, and ready for refresh, notification will be sent to the OHA PAC, as well as posted in the design forum, recent changes area of the Welcome Page, and an email to the initiator of the request. The OHA PAC must ensure that this information is distributed and easily available to those particular people who 'need to know' and are affected.

Priority

Every service requests will be given a priority by the OHA PAC, in consultation with users and HealthSpace. By convention, priority will be indicated at the beginning of a service request title.

Priorities will be assigned by the following criteria:

Critical: These will include emergency services requests. They must be addressed immediately within one hour in order for the OHA PAC to continue to perform critical functions. Addressing these services requests will involve, if necessary, emergency changes to the software and will override the normal change control process.

Service requests of this priority should be very infrequent.

Non Critical: Services requests having a direct impact on productivity and service levels and will be responded to within four hours. These will be addressed within the standard change control procedures as quickly as possible.

Level of Effort

In general, the level of effort required on any task will be set by HealthSpace Client Representative. This will be communicated to the OHA PAC by HealthSpace. Level of Effort does not indicate a timeline for the task to be complete.

Levels of effort will correlate with the complexity of the service request, so the level of documentation and sign-off required will increase with level of effort. Medium service requests will require, as a minimum, a written specification that have been reviewed and agreed to by the OHA PAC and HealthSpace.

High levels of effort requests will require a written specification signed off by the Program Area Director and formally accepted by HealthSpace. Consensus must be gained by the COUNTY between the Program Area Director, the OHA PAC, Program Area User Contacts and HealthSpace as to the exact parameters of the request in terms of desired results, functionality and business impact. HealthSpace's acceptance will signify that the requirement is specified in adequate detail and that they have no concerns regarding the feasibility or reasonableness of the request.

Business impact

Service requests to HealthSpace of any type, priority or level of effort may involve changes to the Parties' business processes. Whenever this is the case, there must be an action plan to coordinate the implementation of the software changes with changes in business processes in program areas.

System Releases

Changes to EHS are not bundled into periodic releases like new versions of software. System upgrades and newly developed elements are released into the live system as they are tested and signed off by the Parties. It is good practice to have the system locked down after a period of changes where no new development takes place except for minor maintenance and bug fixes. A constantly changing system can cause confusion among users. New requirements and changes are then catalogue and acted upon when the system is reopened for upgrades and development. This provides for system stability and familiarity of user interfaces thereby increasing productivity. It further provides management an opportunity to control the intervals of when and what where changes are implemented. The objective of any initiative to upgrade or add new development is to bring the system to a period of lockdown or stasis.

The major steps in a system release will be as follows:

- **Development of the release test plan**
This document must specify what testing needs to be done prior to promotion of the release into production, and who will do the testing. As software changes can have unpredictable consequences, the scope of testing will include confirming both that scheduled changes have occurred, and that there are no unintended consequences. Program Area Contacts will normally participate in testing and will need to review and sign-off on the plan as well as the OHA PAC.
- **Develop a communication and training plan**
Users of HealthSpace will need to be informed of changes to HealthSpace prior to implementation. Typically some level of refresher training and updates to documentation will be required. This amount of effort required for this will vary depending on the nature of the changes.
- **Development of system changes**
Development is done in a Development Database/Template. QA testing is done in a QA database. All elements that have been modified in a task, or tasks, are refreshed to Testing & Training databases.

- Testing
The new release will be tested by the OHA PAC and Program Area Contacts, as per the test plan.
- Promotion of new release into production
- Settling in period and follow-up

Communication

The principle mechanism for creating, and tracking service requests is the HealthSpace Support Forum. Active participants in the Support Forum will be HealthSpace Client Representative, OHA PAC and Program Area User Contacts. As much as possible, the Support Forum will be used as a repository of design information and implementation plans related to service requests.

The Support Forum is not an appropriate mechanism for discussion and resolution of design or business process issues, or for recording and responding to service complaints. Communications of this type will be handled via email, telephone contact, design workshops and/or weekly or monthly meetings.

Escalation

Any stakeholder in the Parties'/HealthSpace implementation, including HealthSpace staff, can escalate service issues or problems to the Department Manager or the HealthSpace President. Normally this escalation will go through the OHA PAC or the HealthSpace Client Representative who also serves as the Project Manager.

An issue or problem can be escalated if the stakeholder cannot resolve an issue or problem using the Support Forum or interacting with the Department or HealthSpace staff as outlined herein. A notice of escalation will be sent to the OHA PAC or Client Representative prior to action and all correspondence resulting from the escalation must be copied to the OHA PAC and Client Representative.

Exhibit B
Program Plan

EXHIBIT B PROGRAM PLAN

AGENCY AND COUNTY WILL:

Maintain local public health authority as provided for under ORS 431.003 and, by means of an Intergovernmental Agreement with the State of Oregon Health Authority (OHA), will be granted the powers, duties and functions enumerated in ORS 624.510, providing for the collection of fees for the services described herein (food handler training/testing/completion and certificate/card issuance).

AGENCY WILL:

1. Provide local, in-person food handler training programs and shall issue food handlers' permits/cards to those who successfully complete the in-person food handler training program at Agency's place of operation.
2. Authorize Lane County, by means of this Contract, to provide on-line food handler training, testing and completion certificate/card issuance for residents of Agency's County as its "Designated Agent", as permitted under OAR 333-175-0031.
3. Agree to not hold Lane County liable for any purported loss of on-line food handler certificate income during times of unavoidable lack of access to the Lane County training/testing web site (orfoodhandlers.com).
4. Recognize that, if AGENCY authorizes other entities, including components of Agency's County government, to provide on-line training, testing and foodhandler completion certificate issuance for residents of Agency's County, in competition with COUNTY's on-line foodhandler service (orfoodhandlers.com), which provides the basis for the revenue-sharing outlined in this Intergovernmental Agreement, AGENCY will be responsible for, at a minimum paying for participation in the COUNTY-funded, statewide HealthSpace Environmental Health Software inspection system, referenced in Exhibit A, Additional Terms and Conditions. Please note that, as outlined in Item 11, below, COUNTY seeks to limit on-line competition with COUNTY'S program/website **solely** to protect the revenue stream that permits COUNTY to fund the statewide HealthSpace Environmental Health Software inspection system.

COUNTY WILL:

1. Provide an on-line testing food handlers' service, as an agent of the Oregon Health Authority (OHA) and a designated agent of AGENCY, that meets OHA requirements under the authority granted To establish those standards (ORS 624.570(4), as enumerated in OARs 333-150-0000, 333-157-0000, 333-158-0000 and 333-175-0051.
2. Provide AGENCY with the location of a website, to be specified in Exhibit C, to which residents of AGENCY's County may be directed for on-line training/testing. Lane

County may change the website, but must provide re-direction to a new site with a minimum of 30 days' advance notice to AGENCY.

3. Issue a food handlers' completion certificate with the Lane County logo that shall be valid throughout the State of Oregon for a period of three years from the date of issuance.
4. On behalf of its Environmental Health program will maintain a Merchant ID account that will at least permit on-line payment services via Visa and MasterCard.
5. Provide for on-line payment for these services at a secure website (provided under contract between Lane County and an on-line payment gateway and service) at the rate established by the OHA under ORS 624.570(5), via triple-encryption or other secure technology.
6. Maintain all financial records relating to this Intergovernmental Contract in accordance with generally accepted accounting principles.
7. Provide access to all financial records to AGENCY, the OHA and the Oregon Secretary of State's Office, during regular County working hours.
8. Maintain transaction records and all other financial records related to this Contract for the period of time specified in OAR Chapter 166.
9. Reimburse AGENCY 80% of the proceeds of all on-line testing for residents of AGENCY's County that enter the orfoodhandlers.com testing website (or a successor site) by means of Contracting county's weblink on its county website, a related County webpage or the State of Oregon Agency County link (<http://public.health.oregon.gov/HealthyEnvironments/FoodSafety/Pages/cert.aspx>), or successor sites. According to the schedule provided in Exhibit C, 80% of the proceeds is currently set at \$8 per transaction by OAR 333-175.0101.
10. COUNTY guarantees a minimum payment of \$5 per Agency county resident using the orfoodhandlers.com website, who do not enter that website, as defined in the preceding paragraph. COUNTY may reimburse AGENCY up to 80% of the proceeds for all on-line testing for residents of AGENCY's County, who do not enter the orfoodhandlers.com testing website as defined in the preceding paragraph, if funding permits.
11. COUNTY guarantees it will use a portion of the fees earned under this Intergovernmental Agreement, but not remitted to AGENCY, to pay for AGENCY'S license to use the HealthSpace Environmental Health Software, contracted for by COUNTY under County Contract 52116. COUNTY will purchase a sufficient number of licenses for AGENCY's sanitarians and/or office staff and will remit to HealthSpace all required support/maintenance and related fees. A copy of the COUNTY-HealthSpace contract will be provided AGENCY, upon request. COUNTY will further pay for all custom developments to the

standard HealthSpace modules required for AGENCY's use of the HealthSpace Environmental Health Software, if approved by the OHA for development for AGENCY. This provision is subject to the limitations outlined above in Item 3 under "AGENCY WILL".

12. Provide AGENCY with a report of income, similar or identical to the report represented under Exhibit E in the original agreement, when requested.
13. Provide support and service to AGENCY during normal COUNTY operating hours to ensure AGENCY's ability to respond to queries from residents of its County.
14. Ensure its best-faith effort to maintain a training/testing site that functions and is accessible to residents of AGENCY's County.

Dated: 9/1/2016

Exhibit C

Budget

EXHIBIT C
BUDGET/REIMBURSEMENT RATES

Agency will receive payment on a quarterly basis from Lane County.

Agency will be paid up to \$8 for every resident of Agency County that pays for an online food handlers' test at this url: <http://www.orfoodhandlers.com>, per the specific guidelines established in Exhibit B.

Agency will be paid \$1 for every duplicate certificate of program completion issued.

These rates are based on the maximum fees established under OAR 333-175-0101.

The estimated value of the this contract for the period
January 1, 2017 through June 30, 2019 is \$99,000.

Dated 1/1/2017

Exhibit D

Match

Not Applicable

Exhibit E
Special Reporting Requirements

EXHIBIT E
Special Reporting

Lane County directly reports each participating county's required data on food handler card issuance via the orfoodhandlers.com website to the State, at the request of the Oregon Health Authority (OHA).

The following represents a sample of the reporting issued.

Agency may request a copy of any reporting by contacting: cindy.reynoso@co.lane.or.us

Report #1: EXAMPLE

NAME	ADDRESS	CITY	STATE	ZIP	AUTH CODE CC Number
Jane Doe	999 Foodhandlers Ln	Salem	OR	97310	85968 7795
John Q. Public	777 Clean Hands Dr	Portland	OR	97210	86822 7635

Report #2: EXAMPLE

Language	# of Tests	# of Test Passed	Average Score	Test Version
English	526	489	90	1,2,3,4
Spanish	35	32	86	1,2

Dated 9/1/2016

June 8, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #154166 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County

Purpose/Outcomes	Social Services-Money Management Program will continue to provide Money Management program services to seniors and people with disabilities.
Dollar Amount and Fiscal Impact	The total agreement is \$189,200. Funded by State General Funds designated for the Oregon Money Management Program (OMMP).
Funding Source	State of Oregon. No County General Funds are involved
Duration	July 31, 2017 through June 30, 2018
Previous Board Action	
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	8320

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request the approval of Agreement #154166 with the State of Oregon, Department of Human Services, Aging and People with Disabilities for Oregon Money Management Program services. The Oregon Money Management Program (OMMP) is a protective service for seniors and disabled adults who need help managing their finances. OMMP assists seniors and people with disabilities to manage their finances. This promotes independent living, and helps prevent homelessness and unnecessary institutionalization or guardianship. This service is offered free of charge to eligible individuals. OMMP staff train community volunteers to become Representative Payees and Bill Payers to support the financial needs of clients enrolled in other programs, including Mental Health and Developmental Disabilities. These volunteers work to ensure that the client's public benefits, such as Social Security and Supplemental Security Income (SSI), are used for high priority client needs like shelter, health and food. MMP clients are referred by their case managers to receive money management services.

This agreement provides continued funding to the Clackamas County Social Services OMMP which utilizes its current organizational payee structure to continue moving this program forward.

This agreement was reviewed and approved by County Council on May 11, 2017. This agreement is effective as of July 1, 2017 and terminates on June 30, 2018.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

Agreement Number 154166



**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
Social Services Division
2051 Kaen Road, POB 2950
Oregon City, Oregon 97045
Contact: Brenda Durbin
Telephone: (503) 655-8640
E-mail address: BrendaDur@co.clackamas.or.us**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to DHS'

**Aging and People with Disabilities
Advocacy and Development
500 Summer Street NE, E02
Salem OR 97301
Agreement Administrator: Julie Jacobs or delegate
Telephone: (503) 449-9538
Email: Julie.A.Jacobs@state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on July 1, 2017, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2018. Agreement termination or

5. **County Data and Certification.**

- a. **County Information.** County shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Federal Employer Identification Number: _____

Proof of Insurance:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

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

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

- (1) The information shown in this Section 5., County Data and Certification, is County's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury

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

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

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

**Clackamas County
Social Services Division
By:**

Authorized Signature

Printed Name

Title

Date

**State of Oregon, acting by and through its Department of Human Services
By:**

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via e-mail by AAG Jeff Wahl
Assistant Attorney General

May 9, 2017
Date

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment # 2 to an Agency Service Contract with
Clackamas Women’s Services
Providing Temporary Emergency Housing

Purpose/Outcomes	Contractor provides temporary emergency shelter services for homeless women and children who are survivors of domestic violence.
Dollar Amount and Fiscal Impact	Amendment # 2 increases one-time-only Emergency Housing Assistance funds by \$21,000; amended contract total is \$94,630.
Funding Source	State of Oregon Housing and Community Services, Emergency Housing Assistance one-time-only funds.
Duration	July 1, 2016 through June 30, 2017
Previous Board Action	None. This amendment brings the dollar amount for aggregated contracts with this vendor over the \$150,000 threshold, requiring Board approval.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	7739

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment # 2 to an Agency Service Contract with Clackamas Women’s Services (CWS). CWS provides temporary emergency shelter services for homeless women and children who are survivors of domestic violence.

Amendment # 2 adds one-time-only Emergency Housing Assistance (EHA) funding from the State of Oregon Housing and Community Services (OHCS). The amended contract total is \$94,630. The amendment brings the aggregate dollar amount for contracts with this vendor over the \$150,000 threshold, requiring Board approval.

The amendment is effective July 1, 2016. OHCS has stipulated that these funds are expended first and tracked separately to demonstrate the impact of the additional funds. There are no match requirements or County General Funds involved.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 7739 Board Agenda Number N/A (Under \$150,000)
and Date _____

Division Social Services Amendment No. 2

Contractor **Clackamas Women's Services**

Amendment Requested By Brenda Durbin, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This contract provides temporary emergency shelter services for homeless women and children in Clackamas County who are survivors of domestic violence.

Amendment # 2 adds one time only EHA funds.

Maximum compensation reflected in paragraph 3.a. of the contract is increased by \$21,000 for a maximum contract value of \$94,630. The amount paid under this amendment may be less depending on the availability of funding. This amendment is effective **July 1, 2016** and continues through **June 30, 2017**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND: Paragraph 3. Compensation and Fiscal Records, a. Compensation

- a. Compensation. COUNTY shall compensate AGENCY for satisfactorily performing contracted services as specified in *Exhibit A: Scope of Work & Performance Standards* as follows:

\$36.00 per person in residence per night, up to a maximum compensation of **\$73,630** for 2,045 bed nights.

Total maximum compensation under this contract shall not exceed **\$73,630**.

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.

TO READ:

- a. Compensation. COUNTY shall compensate AGENCY for satisfactorily performing contracted services as specified in *Exhibit A: Scope of Work & Performance Standards* as follows:

June 8, 2017

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment # 1 to an Agency Service Contract with
Northwest Housing Alternatives, Inc.
Providing Financial Assistance and Temporary Emergency Housing

Purpose/Outcomes	Contractor provides financial assistance and temporary emergency housing.
Dollar Amount and Fiscal Impact	Amendment # 1 adds \$26,400; amended contract total is \$134,101.
Funding Source	State of Oregon Housing and Community Services, Emergency Housing Assistance one-time-only funds.
Duration	July 1, 2016 through June 30, 2017
Previous Board Action	None. This amendment brings the dollar amount for aggregated contracts with this vendor over the \$150,000 threshold, requiring Board approval.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	7742

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment # 1 to an Agency Service Contract with Northwest Housing Alternatives, Inc. (NHA). NHA provides financial assistance and temporary emergency housing to homeless families at a shelter known as Annie Ross House.

Amendment # 1 adds one-time-only Emergency Housing Assistance (EHA) funding from the State of Oregon Housing and Community Services (OHCS). The amendment adds \$26,400; the amended contract total is \$134,101. The amendment brings the aggregate dollar amount for contracts with this vendor over the \$150,000 threshold, requiring Board approval.

The amendment is effective July 1, 2016. OHCS has stipulated that these funds are expended first and tracked separately to demonstrate the impact of the additional funds. There are no match requirements or County General Funds required for the amendment.

Board of County Commissioners
Northwest Housing Alternatives, Inc. – Amendment # 1
Page 2 of 2

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 7742 Board Agenda Number N/A (Under \$150,000)
and Date _____

Division Social Services Amendment No. 1

Contractor Northwest Housing Alternatives, Inc.

Amendment Requested By Brenda Durbin, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This contract provides financial assistance and temporary emergency housing to homeless families at a shelter known as Annie Ross House.

Amendment #1 adds one time only EHA funds.

Maximum compensation reflected in paragraph 3.a. of the contract is increased by \$26,400 for a maximum contract value of \$134,101. The amount paid under this amendment may be less depending on availability of funding. This amendment is effective **July 1, 2016** and continues through **June 30, 2017**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND: Paragraph 3. Compensation and Fiscal Records, a. Compensation

- a. Compensation. COUNTY shall compensate AGENCY for satisfactorily performing contracted services as specified as follows:
- i. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of \$15,000 as described in *Exhibit B: Financial Assistance – Payment Procedures and Reporting Requirements*
 2. For temporary emergency shelter: \$36.00 per person in residence per night, up to a maximum compensation of **\$92,701** for **2,575** bednights *Exhibit D: Emergency Shelter Services – Payment Procedures and Reporting Requirements* attached hereto.

Total maximum compensation under this contract shall not exceed **\$107,701**.

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.

TO READ:

- a. **Compensation.** COUNTY shall compensate AGENCY for satisfactorily performing contracted services as specified as follows:
1. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of \$15,000 as described in *Exhibit B: Financial Assistance – Payment Procedures and Reporting Requirements*
 2. For temporary emergency shelter: \$36.00 per person in residence per night, up to a maximum compensation of **\$119,101** for **3,308** bednights *Exhibit D: Emergency Shelter Services – Payment Procedures and Reporting Requirements* attached hereto.


Total maximum compensation under this contract shall not exceed **\$134,101**.

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.

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

CONTRACTOR

By: _____


Martha McLennan, Executive Director

5.15.17

Date

2316 SE Willard Street

Street Address

Milwaukie, Oregon 97222

City/State/Zip

(503) 655-8600

Phone

/ Fax

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director

Health, Housing and Human Services Department

Date

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement from the
U.S. Department of Housing and Urban Development, Continuum of Care Program for the
HOPE II Leasing Program for the Purpose of Providing Permanent Housing

Purpose/Outcomes	To provide permanent housing and support services for the homeless through the HOPE II Leasing Program.
Dollar Amount and Fiscal Impact	\$62,181 Revenue
Funding Source	U.S. Department of Housing and Urban Development (HUD). The grant requires a 25% match which is met through Community Services Block Grant. No County General Funds are involved.
Duration	January 1, 2018 through December 31, 2018
Previous Board Action	The previous agreement was approved by the Board on September 22, 2016 (092216-A2).
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	8296

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the HOPE II Leasing Program for the purpose of providing permanent housing. Homeless and chronically homeless, disabled (veteran and non-veteran), single adults and families receive support services, case management and housing with the use of these grant funds. The program assists families in seeking and maintaining permanent housing by paying for housing deposits and rental assistance. Up to four households receive assistance each year.

The value of this grant agreement is \$62,181. The agreement is effective January 1, 2018 through December 31, 2018. This agreement was reviewed and approved by County Counsel on April 25, 2017.

RECOMMENDATION:

Staff recommends the approval of this agreement and that Richard Swift, Director of Health, Housing and Human Services, be authorized to sign all documents necessary on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0141L0E071605
Effective Date: 4/13/2017
DUNS No.: 096992656

CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas Dept. Health, Housing & Human Svcs (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” represents the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2016 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if the Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date the usage of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of the Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient’s signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD;
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements ;

10. To follow the written standards, developed by the Continuum of Care, for providing Continuum of Care assistance, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office responsible for executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

April 13, 2017

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director

(Typed Name and Title of Authorized Official)

(Date)

Approved as to Form:

 4/25/17

Kathleen Rastetter

Assistant County Counsel

Tax ID No.: 93-6002286
 CoC Program Grant Number: OR0141L0E071605
 Effective Date: 4/13/2017
 DUNS No.: 096992656

EXHIBIT 1
 SCOPE OF WORK for FY2016 COMPETITION

1. The projects listed on this Scope of Work are governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The projects listed on this Exhibit at 4., below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. The Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant is \$ 62181, allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement.
4. Subject to the terms of this Agreement, HUD agrees to provide the Grant funds, in the amount specified for the project application listed, to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Project No.	Performance Period	Total Amount
OR0141L0E071605	01-01-2018 - 12-31-2018	\$ 62181

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance (of which \$ 0 is for short-term and medium-term rental assistance for persons at risk of homelessness)	\$ 55560
h. Supportive services	\$ 6000
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0

- | | |
|--|--------|
| k. Administrative costs | \$ 621 |
| l. Relocation Costs | \$ 0 |
| m. Housing relocation and stabilization services | \$ 0 |
5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients; however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
 6. The following project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
 7. Program income earned during the grant term shall be retained by the recipient and used for eligible activities. Program income may also be counted as match.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0141L0E071605
Effective Date: 4/13/2017
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

Grant No. Recipient Name Indirect cost rate Cost Base

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

April 13, 2017

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director

(Typed Name and Title of Authorized Official)

(Date)

Approved as to Form:



Kathleen Rastetter

Assistant County Counsel

June 8, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement # 153117 with the State of Oregon,
Acting by and through its Oregon Health Authority, for
Operation of the Community Mental Health Program in Clackamas County

Purpose/Outcomes	This agreement provides funding to the County for local administration and operation of the behavioral health and substance use program services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	This is a revenue IGA with a current value of \$19,588,835.00
Funding Source	Oregon Health Authority – No County General Funds are involved.
Duration	Effective July 1, 2017 and terminates June 30, 2019
Previous Board Action	The previous 2015-2017 biennial agreement was approved by the Board of County Commissioners on June 25, 2015 (Agenda item number 062515-A1)
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Improved community safety and health
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division – (503)742-5305
Contract No.	8234

BACKGROUND:

The Behavioral Health Division of the Health, Housing and Human Services Department request the approval of Intergovernmental Agreement # 153117 with the State of Oregon, Acting by and through its' Oregon Health Authority for the financing of the Community Mental Health Program for Clackamas County. This is a continuation of an agreement with the State of Oregon since 1993. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this agreement. Through this agreement the County Behavioral Health Division ensures that the funds are administered according to terms of this IGA to provide local administration, behavioral health and substance use services to Clackamas County residents.

This agreement is effective July 1, 2017 and continues through June 30, 2019. This agreement was reviewed and approved by County Counsel on May 17, 2017.

RECOMMENDATION:

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County. We further recommend that Mary Rumbaugh, Director of the Behavioral Health Division, be authorized to act as County Financial Assistance Administrator under the terms of this agreement with authority to sign proposed amendments to the following (in order of precedence) on behalf of the County:

1. Exhibit A Definitions
2. Exhibit C Financial Assistance Award
3. Exhibit B-1 Service Descriptions
4. Exhibit B-2 Specialized Service Requirements

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

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.

AGREEMENT # 153117

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING SERVICES**

This 2017-19 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clackamas County**, a political subdivision of the State of Oregon (“County”).

RECITALS

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of Community Mental Health, Substance Use Disorders, and Problem Gambling programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of Community Mental Health, Substance Use Disorders, and Problem Gambling programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, County has requested financial assistance from OHA to operate or contract for the operation of its Community Mental Health, Substance Use Disorders, and Problem Gambling programs;

WHEREAS, in connection with County's request for financial assistance and in connection with similar requests from other counties, OHA and representatives of various counties requesting financial assistance, including the Association of Oregon Counties, have attempted to conduct agreement negotiations in accordance with the Principles and Assumptions set forth in a Memorandum of Understanding that was signed by both parties;

WHEREAS, OHA is willing, upon the terms of and conditions of this Agreement, to provide financial assistance to County to operate or contract for the operation of its Community Mental Health, Substance Use Disorders, and Problem Gambling programs;

WHEREAS, various statutes authorize OHA and County to collaborate and cooperate in providing for basic Community Mental Health, Substance Use Disorders, and Problem Gambling programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds; and

WHEREAS, within existing resources awarded under this Agreement and pursuant to ORS 430.630(9)(b) through 430.630(9)(h), each Local Mental Health Authority that provides Mental Health, Substance Use Disorders, or Problem Gambling Services, or any combination thereof, shall determine the need for local Mental Health, Substance Use Disorders, or Problem Gambling Services, or any combination thereof, and adopt a comprehensive Local Plan for the delivery of Mental Health, Substance Use Disorders, or Problem Gambling Services, or any combination thereof, for children, families, adults and older adults that describes the methods by which the Local Mental Health Authority shall provide those services. The Plan shall be consistent with content and format to that of OHA's Local Plan guidelines located at <http://www.oregon.gov/oha/amh/Pages/contracts.aspx>. County shall provide services per the most recently submitted and approved Local Plan.

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 shall become effective on July 1, 2017. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2019.
- 2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B-1	Service Descriptions
Exhibit B-2	Specialized Service Requirements
Exhibit C	Financial Assistance Award
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
Exhibit J	Startup Procedures
Exhibit K	Catalogue of Federal Domestic Assistance (CFDA) Number Listing

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: (a) this Agreement without Exhibits, (b) Exhibit G, (c) Exhibit A, (d) Exhibit C, (e) Exhibit D, (f) Exhibit B-1, (g) Exhibit B-2, (h) Exhibit F, (i) Exhibit E, (j) Exhibit H, (k) Exhibit I, (l) Exhibit J, (m) Exhibit K.

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

3. Signatures.

Clackamas County

By:

Director, Health, Housing & Human Services

Authorized Signature

Title

Date

State of Oregon, acting by and through its Oregon Health Authority

By:

Authorized Signature

Designated Procurement Officer (DPO)

Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 28, 2017; email in Contract file.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING 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 Service Descriptions, Specialized Service Requirements and Special Conditions in the Financial Assistance Award. When a word or phrase is defined in a particular Service Description, Specialized Service Requirement or Special Condition in the Financial Assistance Award, the word or phrase shall not have the ascribed meaning in any part of the Agreement other than the particular Service Description, Specialized Service Requirement or Special Condition in which it is defined.

1. **“Aging and People with Disabilities”** or **“APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions and in accordance with Exhibit E, Section 1., “Disbursement and Recovery of Financial Assistance.”
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, Special Conditions identified in the Financial Assistance Award, or otherwise.
4. **“Behavioral Health”** refers to mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance use, problem gambling, and mental health disorders as well as psychological distress and suicide.
5. **“Client”** or **“Individual”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
6. **“Community Mental Health Program”** or **“CMHP”** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse and gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.
7. **[Reserved]**
8. **“Coordinated Care Organizations”** or **“CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members.
9. **“County Financial Assistance Administrator”** means a County appointed officer to administer this Agreement and amend the Financial Assistance Award on behalf of County, by execution and delivery of amendments to this Agreement in the name of County, in hard copy or electronically.
10. **“DHS”** means the Department of Human Services of the State of Oregon.

11. **“Federal Funds”** means all funds paid to County under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
12. **“Financial Assistance Award”** or **“FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. Disbursement of funds identified in the FAA is made by OHA using procedures described in Exhibit B-1, “Service Descriptions,” and Exhibit B-2, “Specialized Service Requirements,” for each respective Service.
13. **“Gambling Disorder”** means persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress.
14. **“Health Services Division”** or **“HSD”** means for the purpose of this Agreement, the division of OHA that is responsible for substance use disorders, problem gambling, and mental health services.
15. **“Individual”** or **“Client”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
16. **“Interim Services”** as described in 45 CFR §96.121, means:
 - a. Services provided, until an Individual is admitted to substance abuse treatment program, for reducing the adverse health effects of such abuse, promoting the health of the Individual, and reducing the risk of transmission of disease. At a minimum Services include counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - b. Referral for HIV or TB treatment Services, where necessary; and
 - c. Referral for prenatal care, if appropriate, until the Individual is admitted to a Provider’s Services.
 - d. If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug users in need of such treatment to undergo treatment and shall document such activities.
17. **“Local Mental Health Authority”** or **“LMHA”** means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a community mental health program;
 - b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or
 - c. A regional local mental health authority comprising of two or more boards of county commissioners.
18. **“Local Plan”** or **“Plan”** means a plan adopted by the Local Mental Health Authority directed by and responsive to the Behavioral Health needs of the community consistent with the requirements identified in ORS 430.630.
19. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of state medical assistance programs by OHA.

20. **“Mental Health Services”** means treatment Services for Individuals diagnosed with serious mental health illness, or other mental or emotional disturbance, posing a danger to the health and safety of themselves or others.
21. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that is:
 - a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by County contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.
22. **“Measures and Outcomes Tracking System”** or **“MOTS”** means the OHA data system that stores data submitted by OHA contractors and subcontractors.
23. **“Oregon Health Authority”** or **“OHA”** means the agency within the State of Oregon that is responsible for substance use disorders services, problem gambling prevention and treatment services, children and adult mental health services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.
24. **“Overexpenditure”** means funds disbursed to County by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required under this Agreement, as in excess of the funds County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or in Exhibit D, “Special Terms and Conditions.”
25. **[Reserved]**
26. **“Problem Gambling”** means prevention, treatment, maintenance and recovery Services for Individuals diagnosed with gambling disorder or are at risk of developing gambling disorder including or inclusive of any family and or significant other impacted by the problem gambler for access to treatment. For the purposes of this Agreement, Problem Gambling and Gambling Disorder will be used interchangeably.
27. **“Program Area”** means any one of the following: Mental Health Services, Substance Use Disorders, or Problem Gambling Services.
28. **“Provider”** has the meaning set forth in section 5 of Exhibit E, “General Terms and Conditions.” As used in a Service Description and elsewhere in this Agreement where the context requires, Provider also includes County if County provides the Service directly.
29. **“Provider Contract”** has the meaning set forth in Exhibit E, “General Terms and Conditions,” section 5.

30. **“Service(s)” or “Service Element(s)”** means any one of the following services or group of related services as described in Exhibit B-1, “Service Descriptions,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

Service Name	Service Code
System Management and Coordination – Mental Health Services	MHS 01
System Management and Coordination – Substance Use Disorders and Problem Gambling Services	A&D 03
Substance Use Disorders Special Projects	A&D 60
Adult Substance Use Disorder Residential Treatment	A&D 61
Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment	A&D 62
Peer Delivered Services	A&D 63
Community Behavioral and Substance Use Disorder Services	A&D 66
Substance Use Disorder Residential and Day Treatment Capacity	A&D 67
Problem Gambling Prevention Services	A&D 80
Problem Gambling Treatment Services	A&D 81
Problem Gambling Residential Services	A&D 82
Problem Gambling Treatment Enhancements	A&D 83
Non-Residential Mental Health Services For Child, Youth and Adults	MHS 20
Acute and Intermediate Psychiatric Inpatient Services	MHS 24
Community Crisis Services For Adults and Children	MHS 25
Non-Residential Mental Health Services For Youth and Young Adults In Transition	MHS 26
Residential Mental Health Treatment Services for Youth and Young Adults In Transition	MHS 27
Residential Treatment Services	MHS 28
Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board	MHS 30
Enhanced Care and Enhanced Care Outreach Services	MHS 31
Adult Foster Care Services	MHS 34
Older or Disabled Adult Mental Health Services	MHS 35
Pre-Admission Screening and Resident Review Services (PASARR)	MHS 36
MHS Special Projects	MHS 37
Supported Employment Services	MHS 38
Projects For Assistance In Transition From Homelessness (PATH) Services	MHS 39

- 31. **“Service Description”** means the description of a Service or Service Element as set forth in Exhibit B-1, “Service Descriptions.”
- 32. **“Specialized Service Requirement”** means any one of the following specialized service requirements as described in Exhibit B-2, “Specialized Service Requirements,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

<u>Specialized Service Requirement Name</u>	<u>Specialized Service Requirement Code</u>
Early Assessment and Support Alliance (EASA)	MHS 26A
Secure Residential Treatment Facility	MHS 28A
Relative Foster Care	MHS 34A
Gero-Specialist	MHS 35A
APD Residential	MHS 35B

- 33. **“Substance Use Disorder(s)”** means disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
- 34. **“Trauma Informed Services”** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking mental health and substance use disorders Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.
- 35. **“Underexpenditure”** means funds disbursed by OHA under this Agreement that remain unexpended at Agreement termination or expiration, other than funds County is permitted to retain and expend in the future under Exhibit E, “General Terms and Conditions,” section 3.b.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-1
SERVICE DESCRIPTIONS**

Not all Services described in this Exhibit B-1 may be covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

1. Service Name: **SYSTEM MANAGEMENT AND COORDINATION – SUBSTANCE USE DISORDERS AND PROBLEMGAMBLING SERVICES**

Service ID Code: **A&D 03**

a. Service Description

System Management and Coordination – Substance Use Disorders and Problem Gambling Services (A&D 03) is the central management of a Substance Use Disorders and Problem Gambling Services system on behalf of an LMHA for which financial assistance is included in Exhibit C, “Financial Assistance Award,” of this Agreement. A&D 03 includes planning and resource development, coordination of service delivery for Substance Use Disorders and Problem Gambling, negotiation and monitoring of contracts and subcontracts, and documentation of service delivery in compliance with state and federal requirements.

b. Performance Requirements

(1) In providing A&D 03 Services for Substance Use Disorders and Problem Gambling Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.

(2) County shall provide, but is not limited to, the following:

Investigate and report allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting, and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0000 through 407-045-0980, as such statutes and rules may be revised from time to time.

c. Special Reporting Requirements

County shall submit a written narrative to amhcontract.administrator@state.or.us no later than 45 calendar days following the end of each fiscal year, during the life of the Agreement that addresses the following:

Data on abuse reports, investigations and protective services involving Individuals, the resulting investigations and protective services, and any corrective actions.

d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

(1) Calculation of Financial Assistance: The financial assistance awarded for A&D 03 is intended to be general financial assistance to County for local administration for Substance Use Disorders and Problem Gambling Services. Accordingly, OHA will not track delivery of A&D 03 Services or service capacity on a per unit basis so long as County utilizes the funds awarded for A&D 03 on administration of Substance Use Disorders and Problem Gambling Services system on behalf of an LMHA. Total OHA financial assistance for A&D 03 Services under a particular line of Exhibit C, “Financial Assistance Award,” shall not exceed the total funds awarded for A&D 03 as specified in that line.

- (2) Disbursement of Funds: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the financial assistance awarded for A&D 03 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in funds awarded for A&D 03 Services provided under that line of the Financial Assistance Award.
- (3) Agreement Settlement: Agreement Settlement will be used to confirm County’s administration of Substance Use Disorders and Problem Gambling Services system on behalf of an LMHA and reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of financial assistance awarded for A&D 03 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the delivery of Substance Use Disorders and Problem Gambling Services and the financial assistance awarded for those Services under a particular line of Exhibit C, “Financial Assistance Award,” and as properly reported in accordance with the “Special Reporting Requirements” section above.

2. Service Name: **A&D SPECIAL PROJECTS**

Service ID Code: **A&D 60**

a. Service Description

A&D Special Projects (A&D 60) are alcohol and drug abuse services within the scope of ORS 430.630. Each special project is specifically described in a separate Exhibit to this A&D 60 Service Description, which Exhibits are incorporated herein by this reference. When Exhibit C, "Financial Assistance Award," contains a line awarding funds for A&D 60 Services that line will contain a special condition specifying what special project Exhibit to this A&D 60 Service Description applies to the funds awarded.

b. Performance Requirements

See specific special project Exhibits, if any, to this A&D 60 Service Description.

c. Special Reporting Requirements

See specific special project Exhibits, if any, to this A&D 60 Service Description.

d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

See specific special project Exhibits, if any, to this A&D 60 Service Description.

Even if the Financial Assistance Award awards funds for A&D 60 Services, OHA shall have no obligation to disburse any funds or provide financial assistance through this Agreement for any A&D 60 Services (even if funds therefore are disbursed to County) unless a corresponding Special Project Exhibit describing the project is attached to this Service Description.

**Exhibit A&D 60 – Housing Assistance
To A&D 60 Service Description
A&D Special Projects**

1. Service Description

Exhibit A&D 60 – Housing Assistance services assist Individuals, who are in recovery from substance use disorders, in locating and paying for housing designated “alcohol and drug free,” as defined in ORS 90.243 or approved by a Program Manager for the contracted Alcohol and Substance Use Disorder Program. Individuals who receive assistance may be living with other family members (e.g. where a parent is re-assuming custody of one or more children).

All Individuals receiving Exhibit A&D 60 – Housing Assistance services funded through this Agreement must reside in County, be in recovery from substance use disorders, were initially homeless or at risk of homelessness, and be participating in a verifiable program of recovery.

2. Performance Requirements

Housing Assistance services include:

- a. Rental assistance in the form of cash payments, made on behalf of Individuals recovering from substance use disorders, to cover all or a portion of the monthly rent and utilities for alcohol and drug free housing and may include payment of associated move-in costs, such as deposits and fees; and
- b. Housing coordination services to assist Individual, recovering from substance use disorders in locating and securing suitable housing, housing repairs, and referrals to other resources. No more than 10% of the total funds awarded under this Exhibit A&D 60 – Housing Assistance may be used for housing repairs.

Utilization requirements for Exhibit A&D 60 – Housing Assistance will be identified in a special condition subject to funds awarded in a particular line in the Financial Assistance Award.

3. Reporting Requirements

All Individuals receiving Exhibit A&D 60 – Housing Assistance services with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

- b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. **Special Reporting Requirements**

Quarterly Reports. For each calendar quarter during the period for which financial assistance is awarded through this Agreement for Exhibit A&D 60 – Housing Assistance services, County shall submit electronically through secure e-mail to amhcontract.administrator@state.or.us written quarterly progress reports, on the OHA-provided reporting template, on the delivery of Exhibit A&D 60 – Housing Assistance services, no later than 45 calendar days after the end of each subject quarter as follows:

- a. Information and data as required on the OHA-provided reporting template;
- b. Provide, for financial settlement purposes, the total amount expended during the subject quarter for the following:
 - (1) Rental Assistance, including move-in costs;
 - (2) Housing Coordination, including home repair costs; and
 - (3) Administration expense.
- c. All required reports submitted must be complete and accurate to the satisfaction of OHA. If a report is found to be incomplete or not accurate, it will be returned for correction and resubmission.

5. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

- a. Calculation of Financial Assistance: OHA will provide financial assistance for Exhibit A&D 60 – Housing Assistance services identified in a particular line of Exhibit C, “Financial Assistance Award,” in an amount equal to the cash assistance actually paid by County on behalf of the Individuals for rental assistance and the costs incurred by County in providing housing coordination services, as described in the “Performance Requirements” section above, under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all Exhibit A&D 60 – Housing Assistance services delivered under a particular line of Exhibit C, “Financial Assistance Award,” shall not exceed the total funds awarded for Exhibit A&D 60 – Housing Assistance services as specified in that line of the Financial Assistance Award.

- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the financial assistance awarded for Exhibit A&D 60 – Housing Assistance services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (1) OHA may, after 30 days (unless parties agree otherwise give written notice to County, reduce the monthly allotments based on under used allotments identified through data reported in accordance with the “Special Reporting Requirements” section above;
 - (2) OHA may, upon written request of County, adjust monthly allotments;
 - (3) Upon amendment to the Financial Assistance Award, OHA may adjust monthly allotments as necessary, to reflect changes in the financial assistance awarded for Exhibit A&D 60 – Housing Assistance services provided under that line of the Financial Assistance Award;
 - (4) OHA is not obligated to provide financial assistance for any Exhibit A&D 60 – Housing Assistance services that are not properly reported to OHA in accordance with the “Special Reporting Requirements” section above; and
 - (5) OHA will not provide financial assistance under this Agreement for more than 24 months of Exhibit A&D 60 – Housing Assistance services for any particular Individual, unless approved in writing, in advance, by OHA.
- c. Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of financial assistance for Exhibit A&D 60 – Housing Assistance services and funds due for such services based on the cash assistance paid, on behalf of the Individuals, for rental assistance and costs incurred by County for housing coordination services provided under that line of the Financial Assistance Award, as properly reported in accordance with the “Special Reporting Requirements” section above.

Financial Assistance provided by OHA for both rental assistance and housing coordination services, calculated as an average amount per Individual per month, shall not exceed the most recent two bedroom Fair Market Rent (FMR) as determined by the U.S. Department of Housing and Urban Development (HUD) for the program service area. If the service area includes areas with different FMRs, the higher of the FMRs shall be the amount used.

**Exhibit A&D 60 – Intoxicated Driver Program Fund (IDPF)
To A&D 60 Service Description
A&D Special Project**

1. Service Description

Exhibit A&D 60 – Intoxicated Driver Program Fund (IDPF) supports the delivery of eligible services to Individuals who are found to be indigent and, as the result of being charged with Driving Under the Influence of Intoxicants (DUII), require services through a DUII Alcohol/Other Drug Information Program or a DUII Alcohol/Other Drug Rehabilitation Program.

- a. DUII Alcohol/Other Drug Information Programs provide 12-20 hours of alcohol and other drug education with an emphasis on the consequences of driving under the influence.
- b. DUII Alcohol/Other Drug Rehabilitation Programs provide medically appropriate substance use disorder services for Individuals who have been charged with a DUII and meet diagnostic criteria for a substance use disorder.

2. Performance Requirements

Eligible services are limited to:

- a. Providing treatment for Individuals who enter diversion agreements under ORS 813.200 and are found to be indigent;
- b. Providing treatment programs required under ORS 813.200 and treatment or information programs required under ORS 471.432 for Individuals who are found to be indigent; and
- c. Special services required to enable a person with a disability or a person whose proficiency in the use of the English is limited because of the person’s national origin to participate in treatment programs that are used for diversion agreements under ORS 813.200 or required under ORS 813.020. This applies whether or not the person is indigent and only to special services required solely because of the person’s disability or limited proficiency in the use of English.

Providers of services funded through this Agreement must have a current Letter of Approval issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.

Providers must meet and comply with the program standards set forth in OAR 415-054-0020 through 415-054-0040, as such rules may be revised from time to time.

3. Reporting Requirements

All Individuals receiving Exhibit A&D 60 – IDPF services with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. Special Reporting Requirements

Quarterly Reports. For each calendar quarter during the period for which financial assistance is awarded through this Agreement for Exhibit A&D 60 – IDPF services, County shall submit electronically to amhcontract.administrator@state.or.us written quarterly reports on the delivery of Exhibit A&D 60 – IDPF services no later than 45 calendar days after the end of each subject quarter. Reports must be submitted using the form provided by OHA at <http://www.oregon.gov/oha/amh/duii/Pages/providers.aspx>

Quarterly reports shall be a list of all Individuals receiving Exhibit A&D 60 – IDPF funded services, which includes:

- a. First and last name;
- b. Date of birth;
- c. MOTS Identification Number;
- d. Eligible service provided;
- e. Service type (e.g. group or individual session);
- f. Number of service units provided; and
- g. Amount of IDPF funds utilized.

5. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

- a. Calculation of Financial Assistance: The funds awarded for Exhibit A&D 60 – IDPF services are intended to be general financial assistance to the County for Exhibit A&D 60 – IDPF services, with funds provided through this Agreement. The total OHA financial assistance for all Exhibit A&D 60 – IDPF services delivered under a particular line of Exhibit C, “Financial Assistance Award,” shall not exceed the total funds awarded for Exhibit A&D 60 – IDPF services as specified in that line of the Financial Assistance Award.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the financial assistance awarded for Exhibit A&D 60 – IDPF services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, after 30 days (unless parties agree otherwise) upon written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS or through other reports required by this Service Description or Special Terms and Conditions;
 - (2) OHA may, upon written request of County, adjust monthly allotments; and
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for Exhibit A&D 60 – IDPF Services provided under that line of the Financial Assistance Award.
- c. Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for Exhibit A&D 60 – IDPF services and amounts due for such services based on costs incurred by County for Exhibit A&D 60 – IDPF eligible services provided under that line of the Financial Assistance Award, as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

**Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services
To A&D 60 Service Description
A&D Special Project**

1. Service Description

Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services are defined as specific outreach with the primary purpose of getting problem gamblers and/or family members enrolled in Problem Gambling Outpatient Treatment Services (A&D 81).

The specific Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services that may be delivered with funds provided under this Agreement are as follows:

- a. Outreach aimed at increasing the number of clients receiving services;
- b. Targets a specific at risk population;
- c. Involves repeated contact and the development of a relationship with another professional provider; and
- d. Increases the number of Individuals that are assessed and referred to County problem gambling treatment programs.

Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services may be delivered by treatment or prevention providers.

2. Performance Requirements

- a. County shall maintain a License as a Mental Health Service Agency or a Letter of Approval (LOA) as an Alcohol and Drug Treatment Agency for all levels of outpatient treatment, in accordance with OAR 309-019-0100 through 309-019-0220 Outpatient Addictions and Mental Health Services, OAR 309-008-0100 through 309-008-1600 Certification of Behavioral Health Treatment Services, or OAR 415-056-0030 through 415-056-0050 Substance Abuse and Problem Gambling Prevention Programs; as such rules may be revised from time to time.
- b. County shall designate a Problem Gambling Client Finding Outreach specialist that shall be responsible for:
 - (1) Implementation of Biennial Problem Gambling Client Finding Outreach Strategy Plan;
 - (2) Overseeing and coordinating Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services provided in the County; and
 - (3) Preparing the annual reports, as described in the “Special Reporting Requirements” section below.

3. Special Reporting Requirements

County shall submit written annual reports to OHA, using forms and procedures prescribed by OHA, describing the results of Exhibit A&D 60 - Problem Gambling Client Finding Outreach Services in achieving the goals and outcomes set forth in the Biennial Problem Gambling Client Finding Outreach Strategy Plan. The report must also describe the activities, appraisal of activities, and expenses during the preceding fiscal year in providing Exhibit A&D 60 - Problem Gambling Client Finding Outreach Services. Annual reports are due within 45 days, following the end of the state fiscal year, and must be sent to OHA at the email address provided on the reporting form, located at: www.oregonpgs.org/.

4. **Financial Assistance Calculation and Disbursement Procedures**

a. **Calculation of Financial Assistance:**

- (1) Funds awarded for Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services are intended to be general financial assistance to the County for Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services on a per unit basis, so long as the County offers and delivers Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services as part of its CMHP. The total OHA financial assistance for all Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” shall not exceed the total funds awarded for Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services as specified in that line of the Financial Assistance Award.
- (2) OHA is not obligated to provide financial assistance for any Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services delivered under this Agreement that are not properly reported in accordance with the “Special Reporting Requirements” section above.
- (3) Providers of Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services funded through this Agreement may not charge Individuals whose Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services are funded through this Agreement any co-pay or other fees for such Services without OHA written approval of fees policy.

b. **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the financial assistance awarded for Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (1) OHA may, after 30 days (unless parties agree otherwise) upon written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with the “Special Reporting Requirements” section above;
- (2) OHA may, upon written request of County, adjust monthly allotments; and
- (3) Upon amendment to the Financial Assistance Award, OHA may adjust monthly allotments as necessary, to reflect changes in the funds awarded for Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services provided under that line of the Financial Assistance Award.

c. **Agreement Settlement:** Agreement Settlement will be used to confirm the offer and delivery of Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services by County as part of its CMHP based on the delivery of Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services as properly reported in accordance with the “Special Reporting Requirements” section above.

**Exhibit A&D 60 – Start-Up
To A&D 60 Service Description
A&D Special Project**

1. Service Description

Exhibit A&D 60 – Start-Up funds awarded for this special project Exhibit A&D 60 – Start-Up must be used for Start-Up activities as described in a special condition in Exhibit C, “Financial Assistance Award.” For purposes of this special project description, Start-Up activities are activities necessary to begin, expand, or improve substance use disorder and problem gambling Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded from Exhibit A&D 60 – Start-Up may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow procedures as prescribed by that unit.

Exhibit A&D 60 – Start-Up funds are typically disbursed prior to initiation of Services and are used to cover approved allowable Start-up expenditures, as described in Exhibit J, that will be needed to provide the Services planned and delivered at the specified site(s).

2. Performance Requirements

The funds awarded for Exhibit A&D 60 – Start-Up may be expended only in accordance with Exhibit J, “Start-Up Procedures,” which is incorporated herein by this reference.

3. Special Reporting Requirements

Using the OHA prescribed “Start-Up Request & Expenditure Form,” County shall prepare and submit electronically to amhcontract.administrator@state.or.us a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, “Financial Assistance Award.” The reports must be prepared in accordance with forms prescribed by OHA and procedures described in Exhibit J, “Start-Up Procedures.”

4. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

a. Calculation of Financial Assistance: OHA will provide financial assistance for Exhibit A&D 60 – Start-Up identified in a particular line of Exhibit C, “Financial Assistance Award,” from funds identified in that line in an amount equal to the amount requested on the “Start-Up Request & Expenditure Form” submitted by County, subject to the requirements of Exhibit J, “Start-Up Procedures.” The total OHA financial assistance for all Exhibit A&D 60 – Start-Up activities described herein under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for Exhibit A&D 60 – Start-Up as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance:

(1) Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the funds awarded for Exhibit A&D 60 – Start-Up in a particular line of the Financial Assistance Award after OHA’s receipt, review, and approval of County’s properly completed “Start-Up Request & Expenditure Form,” as described in and in accordance with Exhibit J, “Start-Up Procedures.”

- (2) OHA is not obligated to disburse any Exhibit A&D 60 – Start-Up funds for expenditures that are not properly reported in accordance with the “Special Reporting Requirements” section above and as described in Exhibit J, “Start-Up Procedures,” by the date 45 days after the earlier of the expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for Exhibit A&D 60 – Start-Up, or termination of County’s obligation to include the Program Area in which Exhibit A&D 60 – Start-Up Services fall in its CMHP.
- (3) After execution of the Agreement or any amendments(s) for Start-Up disbursements, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

- c. Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded Exhibit A&D 60 – Start-Up and amounts due for Exhibit A&D 60 – Start-Up based on actual allowable expenditures incurred in accordance with this Exhibit A&D 60 – Start-Up and Exhibit J, “Start-Up Procedures.”

County shall submit all “Start-Up Request & Expenditure Reports” at the level of detail prescribed by OHA. Any reports not submitted by 45 calendar days after the expiration or termination date of this Agreement shall not be accepted or owed by OHA.

3. Service Name: **ADULT SUBSTANCE USE DISORDER RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **A&D 61**

a. Service Description

Adult Substance Use Disorder Residential Treatment Services (A&D 61) are Services delivered to Individuals 18 years of age or older who are unable to live independently in the community; cannot maintain even a short period of abstinence from substance abuse; are in need of 24-hour supervision, treatment, and care; and meet the treatment placement criteria indicated in the American Society of Addiction Medicine (ASAM) Level 3.1 – 3.7.

The purpose of A&D 61 Services is to support, stabilize, and rehabilitate Individuals and to permit them to return to independent community living. A&D 61 Services provide a structured environment for an Individual on a 24-hour basis, consistent with Level 3.1 – 3.7 treatment, including entry, assessment, placement, service plan, service note, service record, transfer and continuity of care, co-occurring mental health and substance use disorders (COD), residential substance use disorders treatment and recovery services, and residential women’s substance use disorders treatment and recovery programs, as set forth in OAR 309-018-0135 through 309-018-0160 and OAR 309-018-0170 through 309-018-0180, as such rules may be revised from time to time, as appropriate to the Individual's needs and include structured counseling, educational services, recreation services, self-help group participation services, and planning for self-directed recovery management to support the gains made during treatment. A&D 61 Services address the needs of diverse population groups within the community with special emphasis on ethnic minorities.

Providers shall have written admission policies and procedures in place for Individuals who appropriately use prescribed medications to treat addiction. Written policies and procedures must include referrals to alternate treatment resources for those not admitted to the program.

A&D 61 Services provided under this Agreement must be provided only to Individuals who are not eligible for Medicaid, who demonstrate a need for financial assistance based on an income below 200% of the current federal poverty level, and obtain inadequate healthcare coverage, including but not limited to, healthcare coverage that does not cover all of the services described herein or are limited to a limited number of days.

b. Performance Requirements

(1) Providers of A&D 61 Services funded through this Agreement must comply with OAR 309-018-0135 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 61 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090.

- (2) Subject to the preference for pregnant women and intravenous drug users described in Exhibit G, “Required Federal Terms and Conditions,” County and Providers of A&D 61 Services funded through this Agreement shall give priority access to such Services first to Individuals referred by the Department of Human Services and then to Individuals referred by Drug Treatment Courts from within the region, as such region is designated by OHA after consultation with County. For purposes of this Service Description, “Drug Treatment Court” means any court given the responsibility pursuant to ORS 3.450 to handle cases involving substance-abusing offenders through comprehensive supervision, drug testing, treatment services, and immediate sanctions and incentives. A&D 61 Services funded through this Agreement may be delivered to Individuals referred from any county within the State of Oregon and contiguous areas and no priority or preference shall be given to Individuals referred from any particular county, provider, or other entity.
- (3) Providers of A&D 61 Services funded through this Agreement shall be a culturally competent program, able to meet the cultural and linguistic needs of the Individual, and shall also be a co-occurring competent program capable of delivering adequate and appropriate Services. Delivery of such Services must include, but is not limited to the following tasks, all of which must be documented in the Individual’s clinical record:
- (a) Address co-occurring disorders in program policies and procedures, client assessment, treatment and planning, program content, and transition or discharge planning;
 - (b) Address the interaction of the substance-related and mental health disorders in assessing each Individual’s history of psychological trauma, readiness to change, relapse risk, and recovery environment;
 - (c) Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on site or through coordinated consultation off site;
 - (d) Involve the family or significant others of the Individual in the treatment process;
 - (e) Obtain clinically appropriate family or significant other involvement and participation in all phases of assessment, treatment planning, and treatment;
 - (f) Use treatment methods, appropriate for Individuals with significant emotional disorders, that are based on sound clinical theory and professional standards of care; and
 - (g) Plan the transition from residential to community-based Services and supports that are most likely to lead to successful clinical outcomes for each Individual. This includes scheduling a face-to-face meeting between the Individual and the community-based outpatient provider within seven (7) days of discharge from the residential program.

- (4) Quality of Services provided under this Agreement will be measured in accordance with the following criteria:
- (a) **Engagement:** Engagement will be measured by reviewing the number of MOTS enrolled Individuals in treatment.
 - (b) **Improvement in Life Circumstances:** Improvement in life circumstances will be measured by the number of Individuals participating in court programs (if applicable), enrolled in school or obtaining a GED, obtaining employment, returned to the community, and obtaining secured housing accommodations.

c. **Reporting Requirements**

All Individuals receiving A&D 61 with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

- (1) Calculation of Financial Assistance: OHA will provide financial assistance for A&D 61 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of A&D 61 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for A&D 61 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” shall not exceed the total funds awarded for A&D 61 Services as specified in that line of the Financial Assistance Award. At no time will OHA pay higher than the Medicaid rate for adult residential treatment services.
- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the financial assistance awarded for A&D 61 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

 - (a) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with the “Reporting Requirements” section above;
 - (b) OHA may, upon written request of County, adjust monthly allotments;
 - (c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 61 Services provided under that line of the Financial Assistance Award; and
 - (d) OHA is not obligated to provide financial assistance for any A&D 61 Services that are not properly reported in accordance with the “Reporting Requirements” section above by the date 60 days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for A&D 61 Services, or termination of County's obligation to include the Program Area in which A&D 61 Services fall in its Community Mental Health Program (CMHP).
- (3) Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for A&D 61 Services and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the actual amount of Individuals served under that line of the Financial Assistance Award during the effective period of this Agreement, as properly reported in accordance with the “Reporting Requirements” section above.

4. Service Name: **SUPPORTED CAPACITY FOR DEPENDENT CHILDREN WHOSE PARENTS ARE IN ADULT SUBSTANCE USE DISORDER RESIDENTIAL TREATMENT**

Service ID Code: **A&D 62**

a. **Service Description**

Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment (A&D 62) is housing services (room and board) delivered to Individuals who are dependent children age 18 and younger, of parent(s) who reside in substance use disorder residential treatment facilities, so the child(ren) may reside with their parent in the same substance use disorder residential treatment facility. The parent who is participating in residential treatment may or may not be a custodial parent during part or all of the treatment episode. The Department of Human Services, Child Welfare may have legal custody of the child(ren) but grant formal permission for the child(ren) to be placed with the parent during treatment and to reside in one of the dependent room and board placements.

b. **Performance Requirements**

Providers of A&D 62 Services funded through this Agreement must comply with OAR 309-018-0000 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 62 Services funded through this Agreement must also have a current license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090, as such rules may be revised from time to time, and participate in outcome studies conducted by OHA.

c. **Reporting Requirements**

All Individuals receiving A&D 62 – Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx> and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Financial Assistance Calculation and Disbursement Procedures

- (1) Calculation of Financial Assistance: The funds awarded for A&D 62 Services are intended to be general financial assistance to the County for A&D 62 Services with funds provided under this Agreement. Accordingly, OHA will not track delivery of A&D 62 Services on a per unit basis so long as the County offers and delivers A&D 62 Services as part of its CMHP. Total OHA payment for all A&D 62 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” shall not exceed the total funds awarded for A&D 62 Services as specified in that line of the Financial Assistance Award.
- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of the Financial Assistance Award, OHA will disburse the financial assistance awarded for A&D 62 Services in a particular line of Exhibit C, “Financial Assistance Award,” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments; and
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 62 Services on that line of the Financial Assistance Award.
- (3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of A&D 62 Services by County as part of its CMHP based on the delivery of A&D 62 Services as properly reported in accordance with the “Reporting Requirements” section above.

5. Service Name: **PEER DELIVERED SERVICES**

Service ID Code: **A&D 63**

a. Service Description

For the purpose of A&D 63: Recovery Center, Facilitating Center, Peer Delivered Services, and Peer Support Specialist have the following meanings:

Recovery Centers are comprised of and led by people in recovery from Substance Use Disorders, as defined in OAR 309-019-0105(106). The centers maintain a structured daily schedule of activities where peer support services may be delivered. These centers serve as recovery resources for the local community.

Facilitating Centers provide ongoing technical assistance and training for Recovery Centers and the community. Facilitating Centers provide resources and support for developing, expanding and sustaining Recovery Centers. People in recovery must be involved in every aspect of program design and implementation.

Peer Delivered Services means an array of agency or community-based services and supports provided by peers, Peer Support and Peer Wellness Specialists, to Individuals or family members with similar lived experience. These services are intended to support the needs of Individuals and families as applicable as they progress through various stages in their recovery from Substance Use Disorders. Peer Delivered Services include, but are not limited to the following:

Emotional support. Emotional support refers to demonstrations of empathy, caring, and concern that enhance self-esteem and confidence. Peer mentoring, peer coaching, and peer-led support groups are examples of peer-to-peer recovery services that provide emotional support.

Informational support. Informational support refers to sharing knowledge, information and skills. Peer led life skills training, job skills training, educational assistance, and health and wellness information are examples of informational support.

Instrumental support. Instrumental support services include modeling and peer-assisted daily-life tasks that people with substance use disorders may lack. Examples include getting to support groups, accessing childcare, completing job applications, locating alcohol and drug free housing, and obtaining vocational, educational, and navigating health and social service programs.

Affiliational support. Affiliational support facilitates contact with other people to promote learning of social and recreational skills, create community, and acquire a sense of belonging. Examples include introduction to Recovery Centers, alcohol and drug free socialization opportunities, and exploring activities.

Family support. Family support includes educational, informational, and affiliation services for family members with relatives (as identified by the family) who are in recovery from Substance Use Disorders. These services are designed to help families develop and maintain positive relationships, improve family functioning, increase understanding of recovery processes, and build connections among family members for mutual support.

Peer Support Specialists are Individuals as defined in OAR 309-019-0105(77), as such rules may be revised from time to time. Peer Support Specialists must comply with all requirements in accordance with OAR 410-180-0300 through 410-180-0380.

Population to be served or Eligible population or Participants: Individuals with Substance Use Disorders who are seeking recovery are the target population.

b. Performance Requirements

County shall use the funds awarded through this Agreement to provide Peer Delivered Services in a manner that benefits the Population to be served. The Peer Delivered Services must be delivered at Recovery Centers or in communities by Peer Support Specialists or Peer Wellness Specialists.

To the satisfaction of OHA, County shall ensure that Peer Delivered Services are:

- (1) Delivered by PSS/PWSs who continuously adhere to the Standards of Professional Conduct in OAR 410-180-0340;
- (2) Delivered by Peer Support Specialists and Peer Wellness Specialists who are jointly supervised by clinical staff with documented training and experience with peer delivered services and a certified Peer Support Specialist or Peer Wellness Specialist;
- (3) Delivered in accord with a plan developed with or by the person receiving services;
- (4) Documented and regularly reviewed by the person receiving services; and
- (5) Documented either in MOTS or MMIS or comparably reported.

Providers employing Peer Support Specialists and Peer Wellness Specialist must develop and implement quality assurance processes to improve the quality of Peer Delivered Services supported by funds provided through this Agreement. OHA may recommend additional actions to improve quality.

c. Reporting Requirements

All Individuals receiving A&D 63 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

Within 30 days of the County providing A&D 63 Services, County shall provide an entry baseline assessment report in a form satisfactory to OHA.

Within 45 days after the end of each quarter, County shall submit to OHA a report that includes:

- (1) The amount of funds spent as of the end of the reporting period;
- (2) Number of people served by Peer Support Specialist(s), categorized by age, gender, and ethnicity;
- (3) Breakdown of Service received;
- (4) Number of people who acquired a safe, permanent, alcohol and drug free place to live in the community during Service participation;
- (5) Number of people who gained employment or engaged in productive educational or vocational activities during Service participation;
- (6) Number of people who remained crime-free during Service participation; and
- (7) Number of people served who are being retained from the previous quarter.

County shall submit reports electronically to amhcontract.administrator@state.or.us.

e. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

- (1) Calculation of Financial Assistance: The funds awarded for A&D 63 Services are intended to be general financial assistance to the County for A&D 63 Services. Accordingly, OHA will not track delivery of A&D 63 Services or service capacity on a per unit basis except as necessary to verify the performance requirements set forth above have been met. The total OHA financial assistance for all A&D 63 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for A&D 63 Services as specified in that line of the Financial Assistance Award.

- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the funds awarded for A&D 63 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (a) OHA may, upon written request of County, adjust monthly allotments; and
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 63 Services provided under that line of the Financial Assistance Award.
- (3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of A&D 63 Services by County and determine satisfaction of the minimum performance requirements and quality measures, based on data properly reported in accordance with the “Special Reporting Requirements” section above.

6. Service Name: **COMMUNITY BEHAVIORAL AND SUBSTANCE USE DISORDER SERVICES**

Service ID Code: **A&D 66**

a. Service Description

- (1) Community Behavioral and Substance Use Disorder Services (A&D 66) are Services delivered to youth and adults with substance use disorders or to youth and adults with co-occurring substance use and mental health disorders. These Services shall be provided to Individuals who are not eligible for the Oregon Health Plan or otherwise do not have a benefit that covers Services described in this Service Description.

The purpose of A&D 66 Services is to build upon resilience, assisting Individuals to make healthier lifestyle choices, and to promote recovery from substance use disorders. A&D 66 Services consist of outreach (case finding), early identification and screening, assessment and diagnosis, initiation and engagement, therapeutic interventions, continuity of care, recovery management, and Interim Services.

- (2) It is required that pregnant women receive Interim Services within 48 hours after being placed on a waitlist. At a minimum, 45 CFR §96.121 require that Interim Services include the following:
- (a) Counseling and education about HIV and tuberculosis (TB);
 - (b) Risks of sharing needles;
 - (c) Risks of transmission to sexual partners and infants;
 - (d) Steps to ensure that HIV and TB transmission does not occur;
 - (e) Referral for HIV or TB treatment services, if necessary;
 - (f) Counseling on the effects of alcohol and drug use on the fetus; and
 - (g) A referral for prenatal care.
- (3) A&D 66 Services must be evidence-based or promising practices. County shall provide the following Services subject to availability of funds. Services may be reduced commensurate with reductions in funding by OHA:
- (a) Outreach (case finding), early identification and screening, assessment and diagnosis, and education:
 - i. Outreach: Partner with healthcare providers and other social service partners, who provide screening for the presence of behavioral health conditions, to facilitate access to appropriate services.
 - ii. Early Identification and Screening: Conduct periodic and systematic methods that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the Local Plan or Regional Health Improvement Plan (RHIP) as applicable.

- iii. Assessment and Diagnosis: Perform multidimensional biopsychosocial assessments as appropriate based on OAR 309-018-0140 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions. Identify Individuals who need intensive care coordination. Use the following standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language:
 - A. American Society of Addiction Medicine (ASAM) for Individuals receiving substance use disorder services.
 - B. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services, and Intensive Community Services. “Intensive Community Services” are defined as assertive community treatment, intensive case management, and supported or supportive housing.
 - C. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument (ECSII) for children receiving services with Intensive Community-based Treatment and Support Services or Intensive Treatment Services as defined in OAR 309-022-0105(43) and 309-022-0105(44).
 - iv. Education: Partner with other community groups and organizations, including, but not limited to, schools, community corrections, and other related organizations to perform education and outreach to potentially at-risk populations for alcohol and drug abuse in order to educate those groups around substance abuse treatment and recovery topics tailored to the individual groups’ needs, in order to educate the broader community on these issues as well as begin the process of promoting potential initiation and engagement in treatment services within these populations.
- (b) Initiation and Engagement: Promote initiation and engagement of Individuals receiving services and supports, which may include but are not limited to:
- i. Brief motivational counseling;
 - ii. Supportive services to facilitate participation in ongoing treatment; and
 - iii. Withdrawal management for substance use disorders and supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal following assessment.

(c) Therapeutic Interventions:

General Community Based Services, which may include:

- i.** Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the Individual;
- ii.** General outpatient services;
- iii.** Medication Management for:
 - A.** Mental Health disorders (when providing services for Individuals with co-occurring mental and substance use disorders).
 - B.** Substance Use disorders:
 - I** Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence, or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to Services for Individuals using medications to treat and manage addictions.
 - II** Pharmacotherapy, if prescribed, should be provided in addition to and directly linked with psychosocial treatment and support.
- iv.** Detoxification for Individuals with substance use disorders under OAR 415-050-0000 through 415-050-0095. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process; and
- v.** Meaningful Individual and family involvement.

(d) Continuity of Care and Recovery Management:

- i.** Continuity of Care Services includes:
 - A.** Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice;
 - B.** Facilitate access to appropriate levels of care and coordinate management of services and supports based on an Individual's needs, in their community of choice;
 - C.** Facilitate access to services and supports provided in the community and Individual's home designed to assist children and adults with substance use disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed; and

- D. Coordinate with other agencies to provide intensive care coordination sufficient to help Individuals prevent placement in a more restrictive level of care and to be successfully served in their community of choice.
- ii. Recovery Management Services includes:
 - A. Continuous case management;
 - B. Monitoring of conditions and ongoing recovery and stabilization;
 - C. Individual and family engagement, including provision of child care for parents actively involved in any of these treatment, education, outreach, or recovery support services; and
 - D. Transition planning that addresses the Individual’s needs and goals.

b. Performance Requirements

- (1) A Provider delivering Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual enrolled in the Oregon Health Plan.
- (2) The quality of Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. The criteria are applied on a county-wide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded through this Agreement. County shall develop and implement quality assurance and quality improvement processes to improve progressively, as measured by the criteria set forth below, the quality of Services supported with funds provided through this Agreement. OHA may assign performance payments to some or all of these standards and measures. OHA may recommend additional actions to improve quality.
 - (a) **Access:** Access is measured by OHA as the percentage of residents estimated by OHA surveys to need treatment who are enrolled in A&D 66 Services.
 - (b) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 days.
 - (c) **Utilization:** Utilization requirements for Individuals receiving continuum of care services (non-detox) will be identified in a special condition subject to a particular line in Exhibit C, “Financial Assistance Award.”
 - (d) **Engagement:** Engagement is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who enter treatment following positive assessment.
 - (e) **Treatment Service Retention:** Treatment service retention is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who are actively engaged in treatment for 90 consecutive days or more.

- (f) **Reduced Use:** Reduced use is measured by OHA as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system, upon planned interruption in services or 90 day retention, whichever comes first.
- (g) **Completion:** Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment services are terminated. Providers of A&D 66 Services funded through this Agreement must participate in client outcome studies conducted by OHA.
- (h) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit completed within seven calendar days after: (1) hospitalization for mental illness; or (2) any facility-based service defined as residential.
- (i) **Hospital and Facility-Based Readmission rates:** Hospital and facility-based readmission rates are measured by the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges.
- (j) **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Service, Child Welfare Program's involvement.
- (k) **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** Four functional outcome measures will be monitored by OHA and reported to the County as follows:
 - i. **Housing Status:** If improved housing status is a goal of treatment or a person is homeless, or in a licensed care facility, this measure will be monitored. This measure is defined as the number of Individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of Individuals with a goal to improve housing.
 - ii. **Employment Status:** If employment is a goal of treatment, this measure will be monitored. This measure is defined as the number of Individuals who become employed as indicated by a change in employment status against the number of Individuals with a goal of becoming employed.
 - iii. **School Performance:** If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of Individuals who improve attendance in school while in active treatment against the total number of Individuals with a goal of improved attendance in school.

- iv. Criminal Justice Involvement: This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after one day or more of active treatment or two consecutive quarters (whichever comes first) against the total number of Individuals referred for Services by the justice system.

c. **Reporting Requirements**

All Individuals receiving A&D 66 Community Behavioral and Substance Use Disorder Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. **Special Reporting Requirements**

Quarterly Reports. For each calendar quarter during the period for which financial assistance is awarded through this Agreement for A&D 66 Services, County shall submit electronically to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of A&D 66 Services provided to non-enrolled Individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Reports on Prevention, Education, and Outreach must be submitted quarterly on the form located at <http://www.oregon.gov/oha/amh/Pages/reporting-reqs.aspx>. Reports must be delivered no later than 45 calendar days after the end of each subject quarter. Include information and data as required on the OHA-provided reporting template.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

- (1) Calculation of Financial Assistance: The funds awarded for A&D 66 Services are intended to be general financial assistance to the County for A&D 66 Services with funds provided through this Agreement. The total OHA financial assistance for all A&D 66 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” shall not exceed the total funds awarded for A&D 66 Services as specified in that line of the Financial Assistance Award.
- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the financial assistance awarded for A&D 66 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) OHA may, after 30 days (unless parties agree otherwise) upon written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS or through other reports required by this Service Description or Special Terms and Conditions;
 - (b) OHA may, upon written request of County, adjust monthly allotments; and
 - (c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 66 Services provided under that line of the Financial Assistance Award.
- (3) Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for A&D 66 Services and amounts due for such Services based on biennial utilization requirements as specified in the special condition identified in that line of the Financial Assistance Award, as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

7. Service Name: **SUBSTANCE USE DISORDER RESIDENTIAL AND DAY TREATMENT CAPACITY**

Service ID Code: **A&D 67**

a. Service Description

Substance Use Disorder (SUD) Residential and Day Treatment Capacity (A&D 67) is for housing/lodging services for indigent, underfunded, or Medicaid-eligible Individuals who are enrolled in SUD adult or youth residential services or day treatment services where housing/lodging services are provided. A&D 67 Services provide a structured environment for an Individual on a 24-hour basis consistent with Level II and Level III of the American Society of Addiction Medicine (ASAM) patient placement criteria and transfer and continuity of care set forth in OAR 309-018-0135 through 309-018-0155 and 309-019-0135 through 309-019-0140, as such rules may be revised from time to time, are appropriate to the Individual's needs and include housing and food services.

Housing/lodging services include:

- (1) Bed with a frame and clean mattress;
- (2) Pillow(s);
- (3) Linens: sheets, pillowcases, and blankets;
- (4) Bath towel and wash cloth;
- (5) Private dresser or similar storage area for personal belongings;
- (6) Meals: at least three meals must be provided daily in adequate amounts for each resident at each meal, as well as two snacks daily (may be subsidized with SNAP benefits);
- (7) Laundry services at least weekly for personal clothing, linens, bath towel, and wash cloth; and
- (8) Rent/Utilities (no additional charges to Individual while in treatment).

b. Performance Requirements

Providers of A&D 67 Services funded through this Agreement must comply with OAR 309-018-0100 through 309-018-0215 and OAR 309-019-0100 through 309-019-0220, as such rules may be revised from time to time. Providers of A&D 67 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090 and must participate in client outcome studies conducted by OHA.

c. **Reporting Requirements**

All Individuals receiving A&D 67 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

- (1) Calculation of Financial Assistance: The funds awarded for A&D 67 Services are intended to be general financial assistance to the County for A&D 67 Services for Individuals receiving alcohol and drug, adult or youth, residential or day treatment Services. Accordingly, OHA will not track delivery of A&D 67 Services on a per unit basis so long as the County offers and delivers A&D 67 Services under this Agreement. The total OHA financial assistance for all A&D 67 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for A&D 67 Services as specified in that line of the Financial Assistance Award.

- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the financial assistance awarded for A&D 67 Services provided under a particular line of the Financial Assistance Award to County as set forth in the special condition in that line subject to the following:
- (a) OHA may, upon written request of County, adjust allotments; and
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust allotments as necessary to reflect changes in the funds awarded for A&D 67 Services provided under that line of the Financial Assistance Award.
- (3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of A&D 67 Services by County based on the delivery of A&D 67 Services as properly reported in accordance with the “Reporting Requirements” section above.

8. Service Name: **PROBLEM GAMBLING PREVENTION SERVICES**

Service ID Code: **A&D 80**

a. Service Description

- (1) Problem Gambling Prevention Services (A&D 80) are designed to meet the following objectives:
 - (a) Outreach aimed at increasing general public awareness of problem gambling (this is differentiated from Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services, which targets individuals and families) and includes all populations of the general public; and
 - (b) Prevent problem gambling.
- (2) The goals and outcomes for County’s A&D 80 Services must be described in County’s approved Biennial Problem Gambling Prevention Implementation Plan and entered into the Oregon Prevention Data System (OPDS). County’s A&D 80 Services will be monitored and evaluated on the basis of their effectiveness in achieving the goals and outcomes identified in the approved Biennial Problem Gambling Prevention Implementation Plan and through the OPDS data collection and tracking system. OHA financial assistance to County for A&D 80 Services in the subsequent biennium will, in part, depend upon achievement of the goals and outcomes identified in the previous biennium.

b. Performance Requirements

- (1) Providers of A&D 80 Services must comply with OAR 415-056-0030 through 415-056-0050 and have a current Letter of Approval (LOA) issued by OHA.
- (2) County shall designate a problem gambling prevention coordinator who shall be responsible for:
 - (a) Preparing a Biennial Problem Gambling Prevention Implementation Plan in accordance with the “Performance Requirements” section below and submitting it electronically to OHA through the Oregon Prevention Data System (OPDS) at <https://orpds.witsweb.org> for review and approval;
 - (b) Preparing the annual reports as described in the “Special Reporting Requirements” section below; and
 - (c) Overseeing and coordinating A&D 80 Services, activities, and programs provided in the County.
- (3) In accordance with OHA Trauma Informed Care (TIC) Policy, as described in Exhibit D (Special Terms and Conditions), CMHPs providing A&D 80 Services shall have: a TIC plan; TIC appear as a core principle in CMHP’s policies, mission statement, and written program/service information; have initiated and completed an agency self-assessment; and have a quality assurance structure/process to further develop and sustain TIC.

- (4) The Biennial Problem Gambling Prevention Implementation Plan details the services to be provided and must include as many of the Center for Substance Abuse Prevention (CSAP) Strategies as possible (e.g. Prevention Education, Information Dissemination, Community Based Processes, Problem Identification and Referral, Alternative Activities and Environmental Strategies). CSAP Strategies may be found at online at <http://www.oregon.gov/oha/amh/prevention/prev-coordinators-manual.pdf>.

The financial assistance awarded to County for A&D 80 Services in the subsequent biennium will, in part, depend upon achievement of the goals and outcomes set forth in the County's Biennial Problem Gambling Prevention Implementation Plan. In the event of a conflict or inconsistency between the provisions of the County's Biennial Problem Gambling Prevention Implementation Plan and provisions of this Service Description, the provisions of this Service Description shall control.

- (5) Providers of A&D 80 Services must implement A&D 80 Services funded through this Agreement in accordance with the County's current Biennial Problem Gambling Prevention Implementation Plan.

c. Special Reporting Requirements

- (1) Oregon Prevention Data System (OPDS). All A&D 80 Services provided under this Agreement must be reported electronically, by County to OHA, on a monthly basis through OPDS, located at <https://orpds.witsweb.org/>, in accordance with the OPDS Flow Chart, located online at www.oregonpgs.org/prevention/reporting-tools/. Electronic data submissions into the OPDS system are due by the 15th of each month with respect to Services provided in the prior month.
- (2) County shall submit written annual reports to OHA, using the Problem Gambling Prevention Annual Report form(s), located at www.oregonpgs.org/prevention/reporting-tools/, to describe the results of A&D 80 Services in achieving the goals and outcomes set forth in the County's Biennial Problem Gambling Prevention Implementation Plan.
 - (a) The annual report must describe the activities, appraisal of activities, and expenses during the preceding fiscal year in providing A&D 80 Services.
 - (b) Reports are due within 45 days following the end of the state fiscal year, and shall be sent electronically to: amhcontract.administrator@state.or.us.
- (3) For each calendar quarter during the period for which financial assistance is awarded through this Agreement for Problem Gambling Prevention Services, County shall submit electronically to the designated Problem Gambling Statewide Prevention and Outreach Specialist, (contact information is located at: www.oregonpgs.org/about/contact-us/) written Media Campaign reports on the delivery of Problem Gambling Prevention Services no later than 45 calendar days after the end of each subject quarter. This report must include the information and data as required on the OHA provided reporting template, which is located at: www.oregonpgs.org/prevention/reporting-tools/.

d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

- (1) Calculation of Financial Assistance:**

 - (a)** Funds awarded for A&D 80 Services through this Agreement are intended to be general financial assistance to the County for A&D 80 Services. Accordingly, OHA will not track delivery of A&D 80 Services on a per unit basis, so long as the County offers and delivers A&D 80 Services as part of its CMHP. The total OHA financial assistance for all A&D 80 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” shall not exceed the total funds awarded for A&D 80 Services as specified in that line of the Financial Assistance Award.
 - (b)** OHA is not obligated to provide financial assistance for any A&D 80 Services delivered under this Agreement that are not properly reported in accordance with the “Special Reporting Requirements” section above.
- (2) Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the financial assistance awarded for A&D 80 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

 - (a)** OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under used allotments identified through data reported in accordance with the “Special Reporting Requirements” section above;
 - (b)** OHA may, upon written request of County, adjust monthly allotments; and
 - (c)** Upon amendment to the Financial Assistance Award, OHA may adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 80 Services provided under that line of the Financial Assistance Award.
- (3) Agreement Settlement:** Agreement Settlement shall be used to confirm the offer and delivery of A&D 80 Services by County, as part of its CMHP, based on the delivery of A&D 80 Services as properly reported in accordance with the “Special Reporting Requirements” section above.

9. Service Name: **PROBLEM GAMBLING TREATMENT SERVICES**

Service ID Code: **A&D 81**

a. Service Description

For purposes of this Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders or a diagnosis of Relationship Distress with Spouse or Intimate Partner, as it relates to the Individual's problem gambling. These diagnoses must be primary or secondary.

Problem Gambling Treatment Services (A&D 81) are as follows: "session" or "treatment session" means A&D 81 Services delivered in individual, couple, family, or group formats. Treatment sessions must be reported by type (e.g., individual, couple, family, or group) and length (time).

- (1) Outpatient Problem Gambling Treatment Services provide problem gambling assessment, treatment, and rehabilitation services delivered on an outpatient basis or intensive outpatient basis to Individuals, with gambling related problems, who are not in need of 24-hour supervision for effective treatment. A&D 81 Services must include regularly scheduled face-to-face or non-face-to-face therapeutic sessions or services in response to crisis for the Individual and may include individual, group, couple, and family counseling.
- (2) Client finding treatment-specific outreach is targeted outreach for which the primary purpose is to get pathological and problem gamblers and, if appropriate, their family members into treatment.
- (3) Problem Gambling Treatment Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 81 Services to out of state residents is permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon lottery product. Providers must request a waiver to provide services to out of state residents. The request shall be in writing using the designated form of OHA's Problem Gambling Services office, located at: <http://www.oregonpgs.org/treatment-resources/>. Request shall be sent to OHA at the email address provided on the form.

b. Performance Requirements

- (1) County shall maintain a License as a Mental Health Service Agency or a Letter of Approval (LOA) as an Alcohol and Drug Treatment Agency for all levels of outpatient treatment in accordance with OAR 309-019-0100 through 309-019-0220 Outpatient Addictions and Mental Health Services; and OAR 309-008-0100 through 309-008-1600 Certification of Behavioral Health Treatment Services, as such rules may be revised from time to time.

- (2) County shall meet the performance standards listed below. These performance standards are imposed and assessed on an individual County basis. If OHA determines that a Provider of A&D 81 Services fails to comply with any of the specified performance standards, the specific areas out of Agreement compliance would then be reviewed at the next scheduled site review, a discretionary site review could be scheduled specifically to review these areas, or OHA may reduce the monthly allotments based on under-used allotments identified through GPMS or other required reports in accordance with the “Special Reporting Requirements” section below.
- (a) **Access:** The amount of time between an Individual with a Gambling Disorder’s request for A&D 81 Services and the first offered service appointment must be five business days or less for at least 90% of all Individuals receiving A&D 81 Services funded through this Agreement.
 - (b) **Client Satisfaction:** The percent of Individuals receiving A&D 81 Services who complete a problem gambling client satisfaction survey and would positively recommend the Provider to others must not be less than 85%. Client satisfaction surveys must be collected by not less than 50% of total enrollments.
 - (c) **Long-term Outcome:** At the six month follow up for Individuals completing treatment, a minimum of 50% must report abstinence or reduced gambling.
 - (d) **Retention:** The percent of Individuals receiving A&D 81 Services who are actively engaged in treatment for 90 consecutive days or more must be not less than 40% of all Individuals receiving A&D 81 Services.
 - (e) **Successful Completion:** The percent of all Individuals receiving A&D 81 Services who successfully complete treatment must not be less than 35% (unadjusted rate). A successful problem gambling treatment completion is defined as the Individuals: (a) who have achieved of at least 75% of short-term treatment goals; (b) who have completed a continued wellness plan (i.e., relapse prevention plan); and (c) who have lacked engagement in problem gambling behaviors for at least 30 consecutive days prior to successful completion of A&D 81 Services.
 - (f) **Utilization:** Utilization requirements for Individuals receiving A&D 81 Services will be identified in a special condition subject to a particular line in Exhibit C, “Financial Assistance Award.”
 - (g) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 81 Services who complete a client enrollment survey must not be less than 95%.
 - (h) **Accordance with OHA Trauma Informed Care (TIC) Policy as described in Exhibit D (Special Terms and Conditions):** CMHPs providing A&D 81 Services shall have: a TIC plan; TIC appear as a core principle in CMHP’s policies, mission statement, and written program/service information; have initiated and completed an agency self-assessment; and have a quality assurance structure/process to further develop and sustain TIC.

- (3) A&D 81 Services are limited to 12 months per Individual. This Service limitation will count 12 consecutive months starting with the Individual's enrollment date. Individuals must have been out of Service for a minimum of 90 consecutive days prior to any re-enrollment in the state system.

Providers may request a waiver of the above service limitation. The request shall be in writing using the designated form of OHA's Problem Gambling Services office located at: <http://www.oregonpgs.org/treatment-resources/>. Request shall be sent to OHA at the email address provided on the form. The waiver shall include the clinical need for a waiver and a treatment plan indicating the requested length of time to complete the plan. Waivers will be for fixed periods and must be received in OHA's Problem Gambling Services office 30 days prior to exceeding the 12-month service limitation period.

Continuing care or aftercare is limited to 12 months per Individual and provided upon successful completion of gambling treatment services. This Service limitation will continue 12 consecutive months starting with the Individual's termination or discharge date.

c. Special Reporting Requirements

County shall submit the following information to OHA regarding Individuals receiving A&D 81 Services. All Providers of A&D 81 Services shall comply with the current GPMS User Manual located at: <http://www.oregonpgs.org/treatment-resources/>.

- (1) GPMS (Gambling Process Monitoring System) Intake Data: The GPMS record abstracting form and the client self-report survey must be collected and submitted within 14 days of the first face-to-face treatment contact with an Individual.
- (2) Client Consent Form: A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- (3) Encounter Data Reporting Requirements: In order to efficiently implement the disbursement of financial assistance, it is necessary for all Providers of A&D 81 Services funded through this Agreement to submit Individual-level service delivery activity (encounter data) within 45 days following the end of each month.

Data shall be electronically submitted utilizing the HIPAA approved "837" format. Files to be transferred over non-secure web or internet facilities must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (e.g. August 2017) and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server as long as access and timely notification is provided to OHA.

Prior to submitting an encounter claim, each claimed encounter must be documented in the clinical record. Encounter claim documentation within the clinical record must include the date of the encounter Service, the type of Service delivered, the length of Service, and a clinical note describing data from the session, the clinician's signature, and date the note was completed.

- (4) GPMS Discharge Data: GPMS discharge data must be collected and submitted within 90 days after the last date of Service to an Individual.

- (5) Trauma Informed Care (TIC): County shall submit written final biennial report to OHA, using forms and procedures prescribed by OHA, describing the results of A&D 81 Services in achieving the goals and outcomes set forth in the “Performance Requirements” section above. Final biennial reports are due within 45 days following the end of the state biennium, and sent to OHA at the email address provided on the reporting form. Trauma Informed Care reporting form is located at: <http://www.oregonpgs.org/treatment/>.
- (6) For each calendar quarter during the period for which financial assistance is awarded through this Agreement for Problem Gambling Treatment Services, County shall submit electronically to: amhcontract.administrator@state.or.us, written quarterly Media Campaign reports on the delivery of Problem Gambling Treatment Services no later than 45 calendar days after the end of each subject quarter. Include information and data as required on the OHA provided reporting template, located at: www.oregonpgs.org/prevention/reporting-tools/.

d. Financial Assistance Calculation; Disbursement, Settlement & Provider Audit Procedures

- (1) Calculation of Financial Assistance: OHA provides financial assistance for A&D 81 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” as specified in the Oregon Problem Gambling Services Procedure Codes and Rates located at: <http://www.oregonpgs.org/treatment/billing-codes-and-rates/> as it may be revised from time to time, and subject to the following. Total OHA financial assistance for all A&D 81 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 81 Services as specified in that line of the Financial Assistance Award.
 - (a) OHA will not make multiple financial assistance payments for a single clinical activity, except for group therapy. For example, OHA will not provide financial assistance for an individual treatment session for both an Individual and his or her spouse when the treatment was delivered in a single marital session;
 - (b) Providers of A&D 81 Services funded through this Agreement shall not charge Individuals whose A&D 81 Services are paid through this Agreement any co-pay or other fees for such Services;
 - (c) OHA is not obligated to provide financial assistance for any A&D 81 Services that are not properly reported as described in this Service Description by the date 60 days after the expiration or termination of this Agreement, termination of OHA’s obligation under this Agreement to provide financial assistance to County for A&D 81 Services, or termination of County’s obligation under this Agreement to include the Program Area in which A&D 81 Services fall in its CMHP; and
 - (d) Providers of A&D 81 Services are expected to reconcile encounter data reports and correct any errors within 30 days of receipt of encounter data report received from OHA’s management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.

- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the funds awarded for A&D 81 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line, subject to the following:
- (a) OHA may, after 30 days (unless parties agree otherwise) provide written notice to County, reduce the monthly allotments based on actual delivery of Services identified through GPMS or through other reports required by this Service Description;
 - (b) OHA may, upon written request of County, adjust monthly allotments;
 - (c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 81 Services on that line of the Financial Assistance Award;
 - (d) OHA may adjust monthly allotments as necessary to reflect performance standards not being met; and
 - (e) OHA’s obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of Service upon which the allotments were calculated. If for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Service upon which allotments were calculated in a particular line of Exhibit C, “Financial Assistance Award,” the parties may amend the amount of funds awarded for A&D 81 Services in that line in proportion to the underutilization during that period, including but not limited to, reducing the amount of future funds awarded for A&D 81 Services in an amount equal to funds reduced under that line due to underutilization. For purposes of documenting the revised amount of services, County and OHA shall execute an appropriate amendment to the Financial Assistance Award to reflect this reduction.
- (3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of A&D 81 Services by County as part of its CMHP based on the data properly reported in accordance with the “Special Reporting Requirements” section above.
- (4) Provider Audits: Providers receiving funds under this Agreement for providing A&D 81 Services are subject to audit of all funds applicable to A&D 81 Services rendered. The audit ensures that proper disbursements were made for covered Services, to recover overpayments, to discover possible instances of fraud and abuse, and to verify that encounter data submissions are documented in the client file as described in the “Special Reporting Requirements” section above. OHA may apply the Health Systems Division (HSD) Provider Audit rules and the Fraud and Abuse rules to Providers of A&D 81 Services funded through this Agreement in accordance with OAR 407-120-1505 Provider and Contractor Audits, Appeals, and Post Payment Recovery; and OAR 410-120-0380 Fraud and Abuse, as such rules may be revised from time to time.

10. Service Name: **PROBLEM GAMBLING RESIDENTIAL SERVICES**

Service ID Code: **A&D 82**

a. Service Description

For purposes of this Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. These diagnoses must be primary or secondary.

- (1) Problem Gambling Residential Services (A&D 82) are services that provide problem gambling assessment, treatment, rehabilitation, and 24-hour observation monitoring for Individuals with a Gambling Disorder.
- (2) Problem Gambling Residential Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 82 Services provided to out of state residents is permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon lottery product.

b. Performance Requirements

- (1) County shall maintain a License as a Mental Health Service Agency or a Letter of Approval (LOA) issued by OHA as an Alcohol and Drug Treatment Agency for all levels of outpatient treatment, in accordance with OAR 309-018-0100 through 309-018-0215 Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services; and OAR 415-012-0000 through 415-012-0090 Standards for Approval/Licensure of Alcohol and Other Drug Abuse Programs; as such rules may be revised from time to time.
- (2) County shall meet the performance requirements below. These performance requirements are imposed and assessed on an individual County basis. If OHA determines that a Provider of A&D 82 Services fails to comply with any of the specified performance requirements, the specific areas out of Agreement compliance would then be reviewed at the next scheduled site review, a discretionary site review could be scheduled specifically to review these areas, or OHA may reduce the monthly allotments based on under-used allotments identified through the Gambling Process Monitoring System (GPMS) or other required reports in accordance with the “Special Reporting Requirements” section below.
 - (a) **Client Satisfaction:** The percent of Individuals receiving A&D 82 Services who complete a problem gambling client satisfaction survey and would positively recommend the Provider to others must not be less than 85%. Client satisfaction surveys must be collected from not less than 85% of total enrollments.
 - (b) **Long-term Outcome:** At the six month follow up for Individuals completing treatment, a minimum of 50% must report abstinence or reduced gambling.

- (c) **Successful Completion:** The percent of all Individuals receiving A&D 82 Services who successfully complete treatment must not be less than 85%. A successful problem gambling treatment completion is defined as the Individuals who: (a) are stabilized to safely return to the community and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care; (b) have achieved at least 75% of short-term treatment goals; and (c) have completed a continued wellness plan (i.e. relapse prevention plan).
- (d) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 82 Services who complete a client enrollment survey must not be less than 95%.
- (e) **Accordance with OHA Trauma Informed Care (TIC) Policy as described in Exhibit D (Special Terms and Conditions):** CMHPs providing A&D 82 Services shall have a TIC plan; TIC appear as a core principle in CMHP's policies, mission statement, and written program/service information; have initiated and completed an agency self-assessment; and have a quality assurance structure/process to further develop and sustain TIC.

c. Special Reporting Requirements

County shall submit the following information to OHA regarding Individuals receiving A&D 82 Services. All Providers of A&D 82 Services shall comply with the current GPMS User Manual located at: <http://www.oregonpgs.org/treatment-resources/>.

- (1) **GPMS (Gambling Process Monitoring System) Intake Data:** The GPMS record abstracting form and the client self-report survey must be collected and submitted within 14 days of the first face-to-face treatment contact with an Individual.
- (2) **Client Consent Form:** A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- (3) **Encounter Data Reporting Requirements:** In order to efficiently implement the disbursement of financial assistance, it is necessary for all Providers of A&D 82 Services funded through this Agreement to submit Individual-level service delivery activity (encounter data) within 45 days following the end of each month.

Data shall be electronically submitted utilizing the HIPAA approved "837" format. Files to be transferred over non-secure web or internet facilities must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (i.e. August 2017) and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server as long as access and timely notification is provided to OHA.

Prior to submitting an encounter claim, each claimed encounter must be documented in the clinical record. Encounter claim documentation within the clinical record must include the date of the encounter Service, the type of Service delivered, the length of Service, and a clinical note describing data from the session with the clinician's signature and date the note was completed.

- (4) GPMS Discharge Data: GPMS discharge data must be collected and submitted within 90 days after the last date of Service to an Individual.
- (5) Trauma Informed Care: County shall submit written final biennial report to OHA, using forms and procedures prescribed by OHA, describing the results of A&D 82 Services in achieving the goals and outcomes set forth in the “Performance Standards” section above. Final biennial reports are due within 45 days following the end of the state biennium and shall be sent to OHA at the email address provided on the reporting form. Trauma Informed Care reporting form is located at: <http://www.oregonpgs.org/treatment/>.

d. Financial Assistance Calculation, Disbursement, Agreement Settlement and Provider Audit Procedures

- (1) Calculation of Financial Assistance: OHA will provide financial assistance for A&D 82 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” as specified in the Gambling Billing Code and Rate Sheet located at: <http://www.oregonpgs.org/treatment/billing-codes-and-rates/>, as it may be revised from time to time and subject to the following. The total OHA financial assistance for all A&D 82 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 82 Services as specified in that line of the Financial Assistance Award.
 - (a) Providers of A&D 82 Services funded through this Agreement shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services;
 - (b) OHA is not obligated to provide financial assistance for any A&D 82 Services that are not properly reported in accordance with the “Special Reporting Requirements” section above by the date 60 days after the expiration or termination of this Agreement, termination of OHA’s obligation under this Agreement to provide financial assistance to County for A&D 82 Services, or termination of County’s obligation under this Agreement to include the Program Area in which A&D 82 Services fall in its CMHP; and
 - (c) Providers of A&D 82 Services are expected to reconcile encounter data reports and correct any errors within 30 days of receipt of encounter data report received from OHA’s management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.
- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C “Financial Assistance Award,” OHA will disburse the financial assistance awarded for A&D 82 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (a) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through GPMS or through other reports required in accordance with the “Special Reporting Requirements” section above;
 - (b) OHA may, upon written request of County, adjust monthly allotments;
 - (c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 82 Services provided under that line of the Financial Assistance Award;
 - (d) OHA’s obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of Service upon which the allotments were calculated. If for a period of three consecutive months, during the term of this Agreement, County delivers less than the anticipated level of Service upon which allotments were calculated in a particular line of Exhibit C, “Financial Assistance Award,” the parties may amend the amount of funds awarded for A&D 82 Services in that line in proportion to the underutilization during that period including, but not limited to, reducing the amount of future funds awarded for A&D 82 Services in an amount equal to funds reduced under that line due to underutilization. For purposes of documenting the revised amount of services, County and OHA shall execute an appropriate amendment to the Financial Assistance Award to reflect this reduction; and
 - (e) County may, with OHA approval, apply allotments for A&D 82 Services not provided in the first fiscal year toward A&D 82 Services in the second fiscal year.
- (3) Agreement Settlement: Agreement settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements for A&D 82 Services and amounts due for such Services based on the rates set forth in the Oregon Problem Gambling Procedure Code and Rates. For purposes of this Section, “amounts due” to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the “Special Reporting Requirements” section above.
- (4) Provider Audits. Providers receiving funds under this Agreement for providing A&D 82 Services are subject to audit of all funds applicable to A&D 82 Services rendered. The audit ensures that proper disbursements were made for covered Services, to recover over expenditures, to discover possible instances of fraud and abuse, and to verify that encounter data submissions are documented in the client file as described in the “Special Reporting Requirements” section above. OHA may apply the Division of Medical Assistance Program (DMAP) Provider Audit rules and the Fraud and Abuse rules to Providers of A&D 82 Services in accordance with OAR 407-120-1505 Provider and Contractor Audits, Appeals and Post Payment Recoveries; and OAR 410-120-1510 Fraud and Abuse, as such rules may be revised from time to time.

11. Service Name: **PROBLEM GAMBLING TREATMENT ENHANCEMENTS**

Service I.D. Code: **A&D 83**

a. Service Description

For purposes of this Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. These diagnoses must be primary or secondary.

Problem Gambling Treatment Enhancement (A&D 83) Services are problem gambling treatment services designed to supplement Problem Gambling Outpatient Treatment Services (A&D 81). A&D 83 Services are to be delivered to Individuals who have special needs in relation to A&D 81 Services, such as highly suicidal Individuals or Individuals with co-occurring psychiatric conditions.

- (1) The specific A&D 83 Services that may be delivered with funds provided under this Agreement and directed at Individuals with problems related to a gambling disorder are as follows:
 - (a) Secure Residential Treatment Facility (1-14 day residential care at a psychiatric health care facility): Providers of this service must have Division approved written policies and procedures for operating this service and comply with OAR 309-035-0100 through 309-035-0460.
 - (b) Respite care service (1-14 day residential care at an alcohol and drug treatment facility): Providers of this service must have Division approved written policies and procedures for operating this service and have a current license issued by the Division in accordance with OAR 415-012-0000 through 415-012-0090 and OAR 309-018-0100 through 309-018-0215.
- (2) Problem Gambling Treatment Enhancement Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 83 Services provided to out of state residents is permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon lottery product.

b. Performance Requirements

County shall meet the performance requirement standards listed below. These performance requirement standards are imposed and assessed on an individual County basis. If OHA determines that a Provider of A&D 83 Services fails to comply with any of the specified performance standards, the specific areas out of Agreement compliance would then be reviewed at the next scheduled site review, a discretionary site review could be scheduled specifically to review these areas, or OHA may reduce the monthly allotments based on under-used allotments identified through GPMS or other required reports in accordance with the “Special Reporting Requirements” section below.

- (1) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 83 Services and the first offered service appointment must be five business days or less for at least 90% of all Individuals receiving A&D 83 Services funded through this Agreement.

- (2) **Client Satisfaction:** The percent of Individuals receiving A&D 83 Services who complete a problem gambling client satisfaction survey and would positively recommend the Provider to others must not be less than 85%. Client satisfaction surveys must be collected by not less than 50% of total enrollments.
- (3) **Successful Completion:** The percent of all Individuals receiving A&D 83 Services who successfully complete treatment must not be less than 85%. A successful problem gambling treatment completion is defined as the Individuals who: (a) are stabilized to safely return to the community and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care; (b) have achieved at least 75% of short-term treatment goals; and (c) have completed a continued wellness plan (i.e., relapse prevention plan).
- (4) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 83 Services who complete a client enrollment survey must not be less than 95%.
- (5) **Accordance with OHA Trauma Informed Care (TIC) Policy as described in Exhibit D (Special Terms and Conditions):** CMHPs providing A&D 83 Services shall have a TIC plan; TIC appear as a core principle in CMHP’s policies, mission statement, and written program/service information; have initiated and completed an agency self-assessment; and have a quality assurance structure/process to further develop and sustain TIC.

c. **Special Reporting Requirements**

County shall submit the following information to OHA regarding Individuals receiving A&D 83 Services. All Providers of A&D 83 Services shall comply with the current GPMS User Manual located at: <http://www.oregonpgs.org/treatment-resources/>.

- (1) **GPMS (Gambling Process Monitoring System) Intake Data:** The GPMS record abstracting form and the client self-report survey must be collected and submitted within 14 days of the first face-to-face treatment contact with an Individual.
- (2) **Client Consent Form:** A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- (3) **Encounter Data Reporting Requirements:** In order to efficiently implement the disbursement of financial assistance, it is necessary for all Providers of A&D 83 Services funded through this Agreement to submit Individual-level service delivery activity (encounter data) within 45 days following the end of each month.

Data shall be electronically submitted utilizing the HIPAA approved “837” format. Files to be transferred over non-secure web or internet facilities must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (i.e. August 2017) and the words “Gambling Encounter Data.”

Counties with secure web services may post the data to their server as long as access and timely notification is provided to OHA.

Prior to submitting an encounter claim, each claimed encounter must be documented in the clinical record. Encounter claim documentation within the clinical record must include the date of the encounter Service, the type of Service delivered, the length of Service, and a clinical note describing data from the session along with the clinician's signature and the date note was completed.

- (4) GPMS Discharge Data: GPMS discharge data must be collected and submitted within 90 days after the last date of Service to an Individual.
- (5) Trauma Informed Care (TIC): County shall submit written final biennial report to OHA, using forms and procedures prescribed by OHA, describing the results of A&D 83 Services in achieving the goals and outcomes set forth in the "Performance Standards" section above. Final biennial reports are due within 45 days following the end of the state biennium and sent to OHA at the email address provided on the reporting form. TIC reporting form is located at: <http://www.oregonpgs.org/treatment/>.

d. **Financial Assistance Calculation, Disbursement, Agreement Settlement, and Provider Audit Procedures**

- (1) Calculation of Financial Assistance: OHA will provide financial assistance for A&D 83 Services identified in a particular line of Exhibit C, "Financial Assistance Award," as specified in the Gambling Billing Code and Rate Sheet located at: <http://www.oregonpgs.org/treatment/billing-codes-and-rates/>, as it may be revised from time to time and subject to the following. The total OHA financial assistance for all A&D 83 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 83 Services as specified in that line of the Financial Assistance Award.
 - (a) Providers of A&D 83 Services funded through this Agreement shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
 - (b) OHA is not obligated to provide financial assistance for any A&D 83 Services that are not properly reported in accordance with the "Special Reporting Requirements" section above by the date 60 days after the expiration or termination of this Agreement, termination of OHA's obligation under this Agreement to provide financial assistance to County for A&D 83 Services, or termination of County's obligation under this Agreement to include the Program Area in which A&D 83 Services fall in its CMHP.
 - (c) Providers of A&D 83 Services are expected to reconcile encounter data reports and correct any errors within 30 days of receipt of encounter data report received from OHA's management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.
- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the financial assistance awarded for A&D 83 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (a) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through GPMS or through other reports required in accordance with the “Special Reporting Requirements” section above;
 - (b) OHA may, upon written request of County, adjust monthly allotments;
 - (c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 83 Services provided under that line of the Financial Assistance Award;
 - (d) OHA’s obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of Service upon which the allotments were calculated. If for a period of three consecutive months during the term of this Agreement County delivers less than the anticipated level of Service upon which allotments were calculated in a particular line of Exhibit C, “Financial Assistance Award,” the parties may amend the amount of funds awarded for A&D 83 Services in that line in proportion to the underutilization during that period including, but not limited to, reducing the amount of future funds awarded for A&D 83 Services in an amount equal to funds reduced under that line due to underutilization. For purposes of documenting the revised amount of services, County and OHA shall execute an appropriate amendment to the Financial Assistance Award to reflect this reduction; and
 - (e) County may, with OHA approval, apply allotments for A&D 83 Services not provided in the first fiscal year toward A&D 83 Services in the second fiscal year.
- (3) Agreement Settlement: Agreement settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements for A&D 83 Services and amounts due for such Services based on the rates set forth in the Oregon Problem Gambling Procedure Code and Rates. For purposes of this Section, “amounts due” to County is determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the “Special Reporting Requirements” section above.
- (4) Provider Audits. Providers receiving funds under this Agreement for providing A&D 83 Services are subject to audit of all funds applicable to A&D 83 Services rendered. The audit ensures that proper disbursements were made for covered Services, to recover over expenditures, to discover possible instances of fraud and abuse, and to verify that encounter data submissions are documented in the client file as described in the “Encounter Data Reporting Requirements” section above. OHA may apply the Health Systems Division’s (HSD) Provider Audit rules and the Fraud and Abuse rules to Providers of A&D 83 Services, in accordance with OAR 407-120-1505 Provider and Contractor Audits, Appeals and Post Payment Recoveries; and OAR 410-120-1510 Fraud and Abuse, as such rules may be revised from time to time.

12. Service Name: **SYSTEM MANAGEMENT AND COORDINATION**

Service ID Code: **MHS 01**

a. Service Description

System Management and Coordination (MHS 01) is the central management of a Mental Health Services system for which financial assistance is included in Exhibit C, “Financial Assistance Award,” of this Agreement.

County shall establish and maintain a structure for meaningful system design and oversight that includes involvement by Individuals and families across all ages that have or are receiving Mental Health Services.

System design and oversight must include:

- (1) Planning;
- (2) Implementation;
- (3) Monitoring;
- (4) Documentation of service delivery in compliance with state and federal requirements;
- (5) Contract and subcontract negotiation and monitoring;
- (6) Coordination with state hospital Services;
- (7) Evaluation of Services and supports; and
- (8) Involvement in activities that focus on:
 - (a) Resource allocation;
 - (b) Outcomes;
 - (c) Quality improvement; and
 - (d) Advisory councils.

b. Performance Requirements

County shall provide, but is not limited to, the following:

- (1) In providing MHS 01 System Management and Coordination, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.
- (2) Provide pre-commitment Services to include, but not limited to:
 - (a) A pre-commitment investigation of an Individual who has been placed on an emergency psychiatric hold or for whom two persons have petitioned the court for the person's commitment to OHA. The investigation may only be conducted by a Certified Mental Health Investigator (as defined in OAR 309-033-0920) who has not provided to the Individual any crisis services.
 - (b) The development of a treatment plan to:
 - i. Divert an Individual from a commitment hearing; or
 - ii. If the Individual is committed, to provide for the initial post-hearing care, custody, and treatment of the Individual.

- (3) Assigning and placing a committed Individual in a treatment service appropriate to the Individual's needs and monitoring the care, custody, and treatment of a committed Individual under Agency's jurisdiction whether the Individual is placed at an inpatient facility, on trial visit or outpatient commitment at an outpatient setting.
- (4) Ensuring that all legal procedures are performed as required by statute and administrative rule.
- (5) Investigate and report allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting, and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0000 through 407-045-0980, as such statutes and rules may be revised from time to time.

c. Special Reporting Requirements

County shall submit a written narrative to amhcontract.administrator@state.or.us no later than 45 calendar days following the end of each fiscal year during the life of the Agreement that addresses the following:

- (1) Utilization of existing Services and programs;
- (2) Innovative strategies, programs, or Services which have been implemented;
- (3) Strategies, programs, or Services that are being planned;
- (4) Barriers experienced when planning, implementing, or providing Services or programs;
- (5) Analyzing the Service data they have reported;
- (6) Data on abuse reports, investigations, and protective services involving Individuals, the resulting investigations and protective services, and any corrective actions; and
- (7) Investigate and provide required documents to the court regarding custody and investigations of a person alleged to be mentally ill, in compliance with OAR 309-033-0200 through 309-033-0260 and 309-033-0900 through 309-033-0940.

d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

- (1) Calculation of Financial Assistance: The funds awarded for MHS 01 Services are intended to be general financial assistance to County for local administration of Mental Health Services. Accordingly, OHA will not track delivery of MHS 01 Services or service capacity on a per unit basis so long as County utilizes the funds awarded for MHS 01 on administration of a Mental Health Services system on behalf of an LMHA. The total OHA financial assistance for all MHS 01 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for MHS 01 Services as specified in that line of the Financial Assistance Award.

- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the financial assistance awarded for MHS 01 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 01 Services provided under that line of the Financial Assistance Award.
- (3) Agreement Settlement: Agreement Settlement will be used to confirm County’s administration of a Mental Health Services system on behalf of an LMHA and reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 01 Services and amounts due for such Services based on the delivery of Mental Health Services and the financial assistance awarded for those Services under a particular line of Exhibit C, “Financial Assistance Award,” and as properly reported in accordance with the “Special Reporting Requirements” section above.

13. Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR CHILD, YOUTH, AND ADULTS**

Service ID Code: **MHS 20**

a. **Service Description**

(1) **Definitions:**

DSM 5 means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) and is the 2013 update to the American Psychiatric Association's (APA) classification and diagnostic tool. The DSM serves as a universal authority for psychiatric diagnosis.

Intensive Outpatient Services means a specialized set of comprehensive in-home and community-based supports and mental health treatment services for children that are delivered in the most integrated setting in the community.

Intensive Treatment Services (ITS) means the range of services in the system of care comprised of Psychiatric Residential Treatment Facilities (PRTF) and Psychiatric Day Treatment Services (PDTS), or other services as determined by OHA, that provide active psychiatric treatment for children with severe emotional disorders and their families as defined in OAR 309-022-0105.

Child and Youth Needs and Strengths tool means a multi-purpose tool developed for children's services to support decision making, including level of care and service planning, facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services.

<http://praedfoundation.org/tools/the-child-and-adolescent-needs-and-strengths-cans/>.

(2) Child and Youth Mental Health Services are:

- (a) Mental health services delivered to Individuals through age 17 (or through age 20 if Medicaid-eligible) who have primary mental, emotional, or behavioral health conditions diagnosed according to the DSM 5 criteria;
- (b) Screening and assessment to identify appropriate mental health services for these Individuals;
- (c) Referral and care coordination services with respect to mental health services delivered to these Individuals;
- (d) Prioritized for Individuals who are at immediate risk of psychiatric hospitalization or removal from the home due to a mental, emotional, or behavioral health disorder or pose a danger to the health and safety of themselves or others; and
- (e) Services that may be delivered, as appropriate, in a clinic, home, school, or other settings familiar and comfortable for the Individual receiving such services.

(3) Adult Mental Health Services are:

- (a) Services delivered to Individuals diagnosed with serious mental illness or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.

- (b)** Community based services that shall include one or more of the following:
 - i.** Use of standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language;
 - ii.** Apply OHA approved, standardized level of care tools for Individual with serious mental illness at intervals prescribed by OHA;
 - iii.** Condition management and whole person approach to single or multiple conditions based on goals and needs identified by the Individual;
 - iv.** General outpatient services including, but not limited to, care coordination and case management;
 - v.** Medication and medication monitoring;
 - vi.** Meaningful Individual and family involvement;
 - vii.** Rehabilitation services including Individual, family and group counseling;
 - viii.** Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice, including rent subsidy; and
 - ix.** Other services and supports as needed for Individuals at the sole discretion of OHA.

- (c)** Services County shall provide, but is not limited to:
 - i.** Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate services;
 - ii.** Early Identification and Screening: Conduct periodic and systematic methods that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the most recently submitted and approved Local Plan; and
 - iii.** Initiation and Engagement: Promote initiation and engagement of Individuals receiving services and supports, which may include but are not limited to:
 - A.** Brief motivational counseling; and
 - B.** Supportive services to facilitate participation in ongoing treatment.

b. Performance Requirements

(1) Child and Youth Services:

- (a)** County shall comply with applicable law including, but not limited to, OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time, and maintain a Certificate of Approval in accordance with OAR 309-039-0520 through 309-039-0540, as such rules may be revised from time to time.
- (b)** County is responsible for the identification of children and adolescents who would benefit from an array of intensive services determined by the child and family team by utilizing the Child and Youth Needs and Strengths tool to assess Child and Youth needs and strengths in consideration of the following risk factors:
 - i.** Exceeding usual and customary services in a standard outpatient setting;
 - ii.** Multiple agency involvement;
 - iii.** Significant risk of out-of-home placement;
 - iv.** History of one or more out-of-home placements;
 - v.** Frequent or imminent admission to acute inpatient psychiatric hospitalization or other intensive treatment services;
 - vi.** Significant caregiver stress;
 - vii.** School or child care disruption due to mental health symptomology;
 - viii.** Elevating or significant risk of harm to self or others; and
 - A.** History of abuse or neglect;
 - B.** Conditions interfering with parenting such as poverty, substance abuse, mental health needs, and domestic violence;
 - C.** Significant relationship disturbance between parent(s); and
 - D.** Child showing significant risk factors for more serious emotional/behavioral challenges (e.g. problems with social relatedness, significant difficulty with affective/behavioral self-regulation, multiple developmental delays).
- (c)** Providers shall be certified to provide Intensive Outpatient Services or must refer child or youth who meet criteria for Intensive Outpatient Services to a provider certified as an Intensive Outpatient Services provider under OAR 309-019-0100 through 309-019-0255.
- (d)** County shall provide or have provided care coordination and, based on family's identified needs, supportive services such as skills training, crisis planning, respite care, and in-home support to families of children who meet criteria for Intensive Outpatient Services.

- (e) County shall use community-based and family and child or youth driven decision-making processes in developing the Service Plan as defined in OAR 309-019-0140.

Planning shall include referral to appropriate types of care. When County refers a child or youth to Psychiatric Day Treatment Services (PDTS) as defined in OAR 309-022-0105(70) or Psychiatric Residential Treatment Services (PRTS) as defined in OAR 309-022-0105(71), the County shall submit a written approval for admission to the appropriate PDTS or PRTS provider, as well as the following:

- i. Name and contact information of the care coordinator;
- ii. List of child and family team members;
- iii. The current mental health assessment within the last 60 calendar days;
- iv. Service Plan; and
- v. Other clinical documentation or collateral information.

When County refers a child or youth to OHA for long-term psychiatric care at secure inpatient programs, Secure Children’s Inpatient Program (SCIP) or Secure Adolescent Inpatient Program (SAIP) designated by OHA, the following materials shall be forwarded to the OHA designee:

- vi. All referrals shall include written Psychiatric recommendation for SCIP or SAIP admission;
- vii. Documentation of the identified mental health provider;
- viii. Clinical documentation;
- ix. Care coordinator, child or youth, and family team members; and
- x. The Service Plan.

When an Individual has insurance coverage through a third party resource (TPR), the case manager or a designee from the insurance provider shall be notified and encouraged to attend treatment meetings.

- (f) Services shall include care coordination for children and youth referred to PDTS, PRTS, subacute, acute hospitalization, and long-term psychiatric care. Care coordination includes creating linkages to these programs for the purpose of service coordination planning, attending treatment review meetings, and ongoing participation in treatment during the episode of care at the specific PDTS, PRTS, subacute, acute hospital, or long-term psychiatric care program and after care planning.
- (g) County shall provide care coordination and other medically appropriate services and make referrals to the appropriate treatment services for children and youth who do not meet criteria for Intensive Outpatient Services or Intensive Treatment Services.

(2) Adult Services:

County shall:

- (a) Provide coordination of care services for Individuals living in residential treatment programs. The coordination of care shall include participation in the residential Provider's treatment planning process and in planning for the Individual's transition to outpatient services;
- (b) Comply with Outpatient Services, as described in OAR 309-019-0100 through 309-019-0220, and Community Treatment and Supports, as described in OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time; and
- (c) Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

c. **Reporting Requirements**

All Individuals receiving MHS 20 Non-Residential Mental Health Services for Child, Youth, and Adults (MHS 20) with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

OHA will be moving out of the CPRS reporting system and into a new reporting and analytics system in 2017, called Child and Youth Needs and Strengths (CANS). The CANS will be used as a tool to identify youth and caregiver needs and strengths, inform service planning, and assess success of interventions and to monitor outcomes.

Upon notification, training, and amendment to MHS 20, County will be required to use the CANS system.

e. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

OHA provides financial assistance for MHS 20 Services in two different ways, through Part A and Part C awards. The award type is set in Exhibit C, “Financial Assistance Award,” on MHS 20 lines in column “Part ABC” that contains an “A” for Part A or “C” for Part C award.

(1) The Part A awards will be calculated, disbursed, and settled as follows:

- (a) Calculation of Financial Assistance:** The funds awarded under Part A award for MHS 20 Services are intended to be general financial assistance to the County for MHS 20 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 20 Services or service capacity on a per unit basis so long as the County offers and delivers MHS 20 Services as part of its CMHP. The total OHA financial assistance for all MHS 20 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” shall not exceed the total funds awarded for MHS 20 Services as specified in that line of the Financial Assistance Award.
- (b) Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A awards for MHS 20 Services provided under a particular line of the Financial Assistance Award with an “A” in column “Part ABC” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - i.** OHA may, upon written request of County, adjust monthly allotments;
 - ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 20 Services provided under that line of the Financial Assistance Award;
 - iii.** OHA is not obligated to provide financial assistance for any MHS 20 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 20 Services, or termination of County’s obligation to include the Program Area in which MHS 20 Services fall in its CMHP; and

- iv. OHA will reduce the financial assistance awarded for MHS 20 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” by the amount received by a Provider of MHS 20 Services, as payment of a portion of the cost of the Services from an Individual receiving such Services with funds awarded in that line of the Financial Assistance Award.
- (c) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 20 Services by County as part of its CMHP based on the data properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above. Agreement Settlement will not apply to funds awarded for rent subsidy.
- (2) The Part C awards will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part C awards for MHS 20 Services provided under a particular line of the Financial Assistance Award with a “C” in column “Part ABC” to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.

 - (a) For Medicaid eligible Individuals, County shall attach a copy of the Plan of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.
 - (b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by Individual.

14. Service Name: **ACUTE AND INTERMEDIATE PSYCHIATRIC INPATIENT SERVICES**

Service ID Code: **MHS 24**

a. Service Description

- (1) Acute Psychiatric Inpatient Services are inpatient psychiatric services delivered to Individuals who meet the criteria for indigent or Citizen Alien Waived Medical Program, are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, and are suffering from an acute mental illness, or other mental or emotional disturbance posing a danger to the health and safety of the individual or others. The services are primarily delivered on an inpatient basis and are intended to stabilize, control and/or ameliorate acute psychiatric dysfunctional symptoms or behaviors in order to return the individual to a less restrictive environment at the earliest possible time.

Acute Psychiatric Inpatient Services also include ancillary services such as regional coordination and enhancements to Community Mental Health Program (CMHP) services that serve to expedite the movement of Individuals into and out of facilities where inpatient psychiatric services are delivered and to divert Individuals from acute care services.

- (2) Intermediate Psychiatric Inpatient Services in this Service Description provides Long-Term Psychiatric Care (LTPC) services to Individuals in an LTPC acute care hospital who are on a waitlist for admittance to the Oregon State Hospital (OSH). These are mental health services within the scope of ORS 430.630 and OAR 309-091-0010 through 309-091-0035 delivered on a demonstration or emergency basis for a specified period of time.

For LTPC, Coordinated Care Organization (CCO) enrolled means the Individual is enrolled in one of the following CCO designations:

- (a) CCOA – Mental Health, Physical Managed Care, and Dental services.
- (b) CCOB – Mental Health and Physical Managed Care services.
- (c) CCOE – Mental Health services.
- (d) CCOG – Mental Health and Dental services.

b. Performance Requirements

- (1) Acute Psychiatric Inpatient Services shall be delivered in accordance with ORS 430.630 and ORS 426.241.
- (a) Services may only be delivered to the following Individuals:
 - i. An Individual in need of emergency hold services under ORS 426.232 and ORS 426.233;
 - ii. An Individual committed to OHA under ORS 426.130; or
 - iii. An Individual voluntarily seeking MHS 24 Services, provided that service capacity is available and the Individual satisfies one or more of the following criteria:

- A. The Individual is at high risk for an emergency hold or civil commitment without voluntary inpatient psychiatric services;
 - B. The Individual has a history of psychiatric hospitalization and is beginning to decompensate and for whom a short period of intensive inpatient psychiatric treatment would reverse the decompensation process; or
 - C. Individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.
- (b) Hospital and Secure Residential Treatment providers of MHS 24 Services must comply with OAR 309-011-0000 through 309-011-0055 and OAR 309-035-0100 through 309-035-0170, respectively, as such rules may be revised from time to time. Facilities in which County delivers MHS 24 Services under this Agreement must:
- i. If a hospital, be licensed under ORS 441.015 or certified by the Joint Commission on Accreditation of Health Care Organization (“JCAHO”) for the hospital services; or
 - ii. Be approved under applicable portions of OAR 309-033-0500 through 309-033-0560, as such rules may be revised from time to time, for emergency hold beds.
- (c) Secured Transportation services under MHS 24 will be approved under OAR 309-033-0432 through 309-033-0440, as such rules may be revised from time to time.
- (2) Intermediate Psychiatric Inpatient Services shall be delivered in accordance with the requirements specified below:
- (a) Services shall be delivered to the following Individuals:
- i. Individuals who have been determined appropriate for LTPC services by a representative of the Oregon Health Authority (OHA) but who remain in an intermediate psychiatric care setting pending transfer to intensive psychiatric rehabilitation or other tertiary treatment in an Oregon State Hospital or Extended Care Program;
 - ii. Individuals who have been determined to be eligible for Services under the Oregon Health Plan (OHP) and are enrolled with a Coordinated Care Organization (CCO) under contract with OHA; and
 - iii. Individuals who have been determined to be eligible for Services and are entered into the Oregon Patient Resident Care System (OPRCS) data system or its successor.
 - iv. Individuals who have been determined eligible for services under the OHP but are not enrolled with a CCO on the day of admit for Intermediate Psychiatric Inpatient Services are to bill OHA through the Medicaid Management Information System on a Fee for Service basis.

- (b)** Services include, but are not limited to:
 - i.** Intermediate Psychiatric Inpatient Services that provide intensive psychiatric symptom stabilization; and
 - ii.** Rehabilitative interventions to include, but not be limited to, therapy, medications, skills training, and mental health assessments or consultations.
- (c)** Notwithstanding the requirements above, OHA will provide financial assistance to Agency for the cost of Services from the date of the LTPC determination until the date of discharge to LTPC for Individuals enrolled with a CCO on the date of the LTPC determination and for Individuals who are dis-enrolled from the CCO prior to transfer to LTPC.
- (d)** Requests for LTPC for Individuals who are hospitalized and who require additional psychiatric inpatient care beyond the acute psychiatric care service for which the CCO is responsible, must be reviewed by OHA.
- (e)** Appropriate candidates for LTPC are Individuals who meet the specific criteria as determined by OHA for either intensive psychiatric rehabilitation or other tertiary treatment in a State Hospital or extended and specialized medication adjustment in a secure or otherwise highly supervised environment.
- (f)** When an Individual is ultimately determined to be an appropriate candidate for LTPC, the effective date of determination shall be:
 - i.** The date OHA receives from the CCO a complete LTPC referral packet. A complete referral packet must include:
 - A.** A “Request of Long Term Psychiatric Care Determination” form, signed by the authorized CCO representative;
 - B.** Documentation that the Individual is civilly committed and has a permanent Guardian or Attorney-in-fact (ORS 127.505 through 127.660); and
 - C.** Clinical documentation including, but not limited to, Physician’s History and Physical, Psychosocial History, labs and other testing, consultation documentation from medical and psychiatric providers, progress notes from psychiatrist (and other physicians), nursing, social work, and other therapists involved in current episode of care; or
 - ii.** A mutually agreed upon date by OHA and the CCO, if the OHA date of receipt (identified above as date of determination) cannot be firmly established.
- (g)** Ineligibility:
 - i.** Individuals who are not OHP enrollees of a CCO upon hospitalization in LTPC Services are ineligible for financial assistance.
 - ii.** Individuals who are dually or singly eligible Medicare or private/employee based health care covered Individuals are ineligible for financial assistance.

- (h) OHA reserves the right to re-determine if an Individual meets the eligibility qualifications for LTPC. If a re-determination results in the Individual no longer meeting the LTPC criteria as determined by OHA, the days remaining for the Individual may no longer be eligible for financial assistance. Notification of determination and re-determination will be provided to Agency in written form, including rationale for the decision(s).
- (i) Agency shall ensure facilities used by Agency maintain certification by JCAHO or other nationally recognized accrediting body acceptable to OHA, licensure under ORS 441.015 by the Oregon State Health Division for the hospital services, and the following applicable Civil Commitment rules: OAR 309-012-0130 through 309-012-0230, "Certificates of Approval for Mental Health Services;" OAR 309-008-0100 through 309-008-1600, "General Standards for Civil Commitment;" OAR 309-033-0420 through 309-033-0440, "Standards for Transportation and Transfer of Persons in Custody or On Diversion, and for the Temporary Release of a Committed Person on Pass;" OAR 309-033-0432 through 309-033-0440 "Standards for the Approval of Facilities that Provide Care, Custody and Treatment to Committed Persons or to Persons in Custody or on Diversion;" and OAR 309-033-0500 through 309-033-0560, "Standards for Obtaining Informed Consent to Treatment from a Person and the Administration of Significant Procedures without the Informed Consent of a Committed Person at Community Hospitals, Nonhospital Facilities and Residential Facilities Approved by the Division," as such rules may be revised from time to time.
- (j) OHA will provide financial assistance for Services for OHP-CCO enrolled members (Individuals) determined appropriate for such care beginning on the effective date of such determination as established above, until the time that the Individual is discharged from such setting.
- (k) OHA will not be responsible for providing financial assistance for Services when OHA determines that an OHP-CCO enrolled member (Individual) is not appropriate for LTPC and denies the CCO's request for LTPC.
- (l) OHA retains all rights regarding final determination of an Individual's eligibility for Services.

c. Special Reporting Requirements

- (1) Acute Psychiatric Inpatient Services:
 - (a) Reports of JCAHO reviews of the facility where Agency delivers Services under this Agreement must be submitted to OHA electronically at amhcontract.administrator@state.or.us within 60 calendar days after Agency's receipt of such reports or reviews.
 - (b) Hospital and Secure Residential Treatment providers of Services under this Agreement must submit the following information to OHA electronically through the Oregon Patient and Resident Care System (OP/RCS) within 12 hours of an Individual's admission to and discharge from the provider's facility for Services, as outlined in the OP/RCS Manual located at <https://www.oregon.gov/oha/amh/Pages/Data-Systems.aspx>.

(c) Agency shall submit an annual accounting report of financial assistance using forms prescribed by OHA by August 31st for the prior state fiscal year.

(2) Intermediate Psychiatric Inpatient Services:

Hospital and Secure Residential Treatment providers of Services under this Agreement must submit the following information to OHA electronically through the Oregon Patient and Resident Care System (OP/RCS) within 12 hours of an individual's admission to and discharge from the provider's facility for Services, as outlined in the OP/RCS Manual located at <https://www.oregon.gov/oha/amh/Pages/Data-Systems.aspx>.

d. Financial Assistance Calculation and Disbursement Procedures

OHA provides financial assistance for MHS 24 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award," in MHS 24 lines in which column "Part ABC" will contain an "A" for Part A or "C" for Part C awards.

(1) Acute Psychiatric Inpatient Services

The Part A awards will be calculated and disbursed as follows:

(a) Calculation of Financial Assistance: OHA provides financial assistance for MHS 24 Services identified in a particular line of Exhibit C, "Financial Assistance Award," from funds identified in that line in an amount equal to the amount set forth in that line of the Financial Assistance Award provided, however, that OHA's obligation to provide financial assistance for MHS 24 Services under a particular line of the Financial Assistance Award is conditioned on Agency's delivery of MHS 24 Services during the period specified on that line for the number of units of MHS 24 Service capacity specified on that line (whether or not such capacity is utilized).

(b) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will provide financial assistance for MHS 24 Services provided under a particular line of the Financial Assistance Award to Agency in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the financial assistance for MHS 24 Services on that line of the Financial Assistance Award.

(2) Intermediate Psychiatric Inpatient Services

The Part C awards will be calculated and disbursed as follows:

(a) Calculation of Financial Assistance:

OHA will provide financial assistance to Agency at \$834.61 per day, per authorized Individual. OHA is not obligated to pay Agency for expenditures beyond the limitation for the identified period of this Agreement. OHA will make monthly allotments from invoices, after OHA's receipt, review, and approval of such invoices.

(b) Disbursement of Financial Assistance:

- i.** Invoices shall be submitted electronically on an OHA approved invoice, and at the level of detail prescribed by OHA to amhcontract.administrator@state.or.us, “Attn: Contracts Unit,” no later than 60 calendar days after the Individual’s last date of Services.
- ii.** OHA is not obligated to provide financial assistance for any invoice received 60 calendar days after the date of the expiration or termination of the Agreement, whichever is earlier.
- iii.** All payments made to Agency under this Agreement are subject to recovery by OHA as follows:
 - A.** If an audit of the Services rendered by Agency under this Agreement, whether directly or through subcontract, results in a refund to or disallowance by the federal government of payment made to Agency under this Agreement, OHA may recover from Agency the amount of the refund or disallowance and any applicable OHA matching funds.
 - B.** If Agency expends funds awarded to Agency, under this Agreement, for unauthorized expenditures, OHA may recover from Agency the full amount of unauthorized expenditures.
- iv.** In the event funds awarded to Agency under this Agreement are subject to recovery as described above, OHA may, at its option, upon written notice to Agency:
 - A.** Offset the amount subject to recovery against other funds due Agency from OHA under this Agreement or otherwise; or
 - B.** Demand that Agency pay to OHA the amount subject to recovery, in which case Agency shall immediately pay said amount to OHA. Nothing in this section will affect OHA’s right to terminate this Agreement as set forth in Exhibit F, “Standard Terms & Conditions,” or any remedies otherwise available to OHA as a result of the termination of this Agreement.
- v.** Upon 30 calendar days advance written notice to Agency, OHA may withhold financial assistance otherwise due Agency under this Agreement if Agency fails to submit required reports when due or fails to perform or document the performance of Services under this Agreement. Immediately upon written notice to Agency, OHA may withhold financial assistance if Agency no longer holds all licenses, certificates, letters of approval, or certificate of approval that are required to perform the Work. Withholding of financial assistance may continue until Agency submits the required reports or performs the required Services. Nothing in this section will affect OHA’s right to terminate this Agreement as set forth in Exhibit F, “Standard Terms & Conditions,” or any remedies otherwise available to OHA as a result of the termination of this Agreement.

- vi.** OHA will reduce the financial assistance awarded for MHS 24 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” containing a “C” in column “Part ABC” by the amount received by a Provider of MHS 24 Services, as payment of a portion of the cost of the Services from another source, such as Medicaid or private insurance.
- vii.** OHA will not provide financial assistance in excess of the maximum compensation amount set forth in this Agreement. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before Agency performs work subject to the amendment. No financial assistance will be provided for any Services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

15. Service Name: **COMMUNITY CRISIS SERVICES FOR ADULTS AND CHILDREN**

Service ID Code: **MHS 25**

a. **Service Description**

(1) Purpose:

Community Crisis Services for Adults and Children (MHS 25) are immediately available mental health crisis assessment, triage, and intervention services delivered to Individuals experiencing the sudden onset of psychiatric symptoms or the serious deterioration of mental or emotional stability or functioning. MHS 25 Services are of limited duration and are intended to stabilize the Individual and prevent further serious deterioration in the Individual's mental status or mental health condition.

(2) Definitions:

- (a) **Care Coordination** means a process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs. Care Coordination includes facilitating communication between the family, natural supports, community resources, and involved providers for continuity of care by creating linkages to and managing transitions between levels of care and transitions for young adults in transition to adult services.
- (b) **Community-based** means that services and supports must be provided in a participant's home and surrounding community and not solely based in a traditional office-setting.
- (c) **Crisis** means either an actual or perceived urgent or emergent situation that occurs when an Individual's stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the Individual's mental or physical health or to prevent referral to a significantly higher level of care.
- (d) **Mobile Crisis Services** means mental health services for people in crisis, provided by mental health practitioners who respond to behavioral health crises onsite at the location in the community where the crisis arises and who provide a face-to-face therapeutic response. The goal of Mobile Crisis Services is to help an Individual resolve a psychiatric crisis in the least restrictive setting possible, and to avoid unnecessary hospitalization, inpatient psychiatric treatment, involuntary commitment, and arrest or incarceration.
- (e) **Mobile Crisis Response Time** means the time from the initial crisis call or notification of the crisis event to the face to face intervention.
- (f) **Screening** means the process to determine whether the Individual needs further assessment to identify circumstances requiring referrals or additional services and supports.
- (g) **Service Plan** means a comprehensive plan for services and supports provided to or coordinated for an Individual and his or her family, per OAR 309-019-0105 (98) as applicable, that is reflective of the assessment and the intended outcomes of service.

- (3) MHS 25 Services include, but are not limited to, the following:
- (a) Provide Crisis Services including, but not limited, to 24-hours a day, seven days a week face-to-face or telephone screening to determine the need for immediate services for any Individual requesting assistance or for whom assistance is requested;
 - (b) A mental health assessment concluding with written recommendations by a Qualified Mental Health Professional or a Qualified Mental Health Associate regarding the need for further treatment;
 - (c) Provide brief Crisis intervention;
 - (d) In the case of a child, appropriate child and family, psychological, psychiatric, and other medical interventions delivered by a Qualified Mental Health Professional and are specific to the assessment, identified in the initial treatment plan, and any community placements necessary to protect and stabilize the child as quickly as possible;
 - (e) In the case of an adult, appropriate psychological, psychiatric, and other medical interventions delivered by a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the Individual as quickly as possible;
 - (f) Connect the Individual with ongoing services and supports;
 - (g) Arrangement for the provision of involuntary psychiatric services at a hospital or non-hospital facility approved by OHA, when a person's behavior requires it; and
 - (h) Mobile Crisis Services:

The effectiveness of Mobile Crisis Services in de-escalating a crisis and diverting hospitalization or arrest is enhanced by team members competent in performing an assessment and delivering an effective course of intervention. These services provide access to a multi-disciplinary support team, ready resources, such as access to urgent appointments, brief respite services, and the ability to provide brief follow-up care when indicated.

County shall provide Mobile Crisis Services according to OAR 309-019-0150 including, but not limited to:

- i. 24 hours a day, 7 days a week capability to conduct a face-to-face mental health status examination of an Individual by a Qualified Mental Health Professional (QMHP) (as defined in OAR 309-019-0125(9)) or Qualified Mental Health Associate (QMHA) (as defined in OAR 309-019-0125(8)) under the supervision of a QMHP. Examination is used to determine the Individual's condition and the interventions necessary to stabilize the Individual and the need for immediate services for any Individual requesting assistance or for whom assistance is requested;

- ii.** A face-to-face therapeutic response delivered in a public setting at locations in the community where the crisis arises including, but not limited to, a person’s home, schools, residential programs, nursing homes, group home settings, and hospitals to enhance community integration;
 - iii.** Services that are generally delivered in a natural environment by or under the supervision of a QMHP, such as QMHAs and peers, and resulting in a Service Plan. Disposition of services shall maintain as the primary goal, with diversion from hospitalization and incarceration through clinically appropriate community-based supports and services;
 - iv.** Eliminating the need for transportation (frequently by law enforcement officers or emergency services) to a hospital emergency department or a community crisis site;
 - v.** Are not intended to be restricted to services delivered in hospitals or at residential programs;
 - vi.** Mental Health crisis assessment;
 - vii.** Brief crisis intervention;
 - viii.** Assistance with placement in crisis respite or residential services;
 - ix.** Initiation of commitment process if applicable;
 - x.** Assistance with hospital placement; and
 - xi.** Connecting Individuals with ongoing supports and services.
- (i)** Provide disaster response, crisis counseling services to include:
- i.** Responding to local disaster events by:
 - A.** Providing crisis counseling and critical incident stress debriefing to disaster victims, police, firefighters and other “first-responders,” disaster relief shelters, and the community-at-large.
 - B.** Coordinating crisis counseling services with County Emergency Operations Manager (CEOM) and providing crisis counseling and stress management services to Emergency Operations Center staff according to agreements established between the CMHP and CEOM.
 - ii.** Assisting CMHPs in the provision of these services as part of a mutual aid agreement; and
 - iii.** For the purpose of responding to a specified local disaster event, payment may be made through an amendment to the Financial Assistance Award for these services.

b. Performance Requirements

- (1) County shall comply with OAR 309-019-0165, as such rules may be revised from time to time.
- (2) County shall maintain a Certificate of Approval in accordance with OAR 309-012-0130 though OAR 309-012-0220, as such rules may be revised from time to time.

c. Reporting Requirements

All Individuals receiving MHS 25 – Community Crisis Services For Adults and Children with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at:

<http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

Using forms and procedures prescribed by OHA, County shall prepare and electronically submit a written quarterly summary report to amhcontract.administrator@state.or.us on the delivery of Mobile Crisis Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

The summary report shall include, but is not limited to, the following:

- (1) County shall track and report the number of Individuals receiving a Mobile Crisis Services contact to include the following information:
 - (a) Location of mobile crisis service; and
 - (b) Disposition of the mobile crisis contact.
 - i. If the crisis contact resulted in admission to Acute Care; or
 - ii. If the mobile crisis contact resulted in enrollment in mental health treatment and stabilization in a community setting.
- (2) County shall track and report response time. County shall respond to crisis events in their respective geographic service area with the following maximum response times:
 - (a) Counties classified as “urban” shall respond within 1 hour.
 - (b) Counties classified as “rural” shall respond within 2 hours.
 - (c) Counties classified as “frontier” shall respond within 3 hours.

Counties classified as “rural” and “frontier” shall contact an Individual experiencing a crisis event via telephone by a staff member who is trained in crisis management (such as a person from a crisis line or a peer) within 1 hour from the initial crisis call.

e. **Financial Assistance Calculation, Disbursement and Agreement Settlement Procedures**

OHA provides financial assistance for MHS 25 Services through Part A awards. The award type is set forth in Exhibit C, “Financial Assistance Award,” in MHS 25 lines in which column “Part ABC” will contain an “A” for Part A award.

The Part A awards will be calculated, disbursed, and settled as follows:

- (1) **Calculation of Financial Assistance:** The Part A awards for MHS 25 Services are intended to be general financial assistance to the County for MHS 25 Services with funds provided through this Agreement. The total OHA financial assistance for all MHS 25 Services delivered under a particular line of the Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” shall not exceed the total funds awarded for MHS 25 Services as specified in that line of the Financial Assistance Award.
- (2) **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A awards for MHS 25 Services provided under a particular under a particular line of the Financial Assistance Award containing and “A” in column “Part ABC” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 25 Services provided under that line of the Financial Assistance Award;

- (c) OHA is not obligated to provide financial assistance for any MHS 25 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 25 Services, or termination of County’s obligation to provide MHS 25 Services; and
 - (d) OHA may reduce the financial assistance for Mobile Crisis Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” by the amount of one month’s funding per month with missing reporting requirements in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above. Upon County submission of missing reports, OHA may restore the month of funding that was removed through an Agreement Amendment.
- (3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 25 Services by County as part of this Agreement based on data properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

16. Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 26**

a. Service Description

Non-Residential Mental Health Services for Youth & Young Adults in Transition (MHS 26) Services are mental health services delivered to Individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or in the Young Adults in Transition (YAT) program, as specified in Exhibit C, "Financial Assistance Award," and have a mental or emotional disorder posing a danger to the health and safety of themselves or others. The purpose of MHS 26 Services is to provide mental health services in community settings that reduce or ameliorate the disabling effects of mental or emotional disorders. Non-Residential Mental Health Services for Youth & Young Adults in Transition Services include:

- (1) Care coordination and residential case management services;
- (2) Vocational and social services;
- (3) Rehabilitation;
- (4) Support to obtain and maintain housing (non-JPSRB only);
- (5) Abuse investigation and reporting;
- (6) Medication (non-JPSRB only) and medication monitoring;
- (7) Skills training;
- (8) Mentoring;
- (9) Peer support services;
- (10) Emotional support;
- (11) Occupational therapy;
- (12) Recreation;
- (13) Supported employment;
- (14) Supported education;
- (15) Secure transportation (non-JPSRB only);
- (16) Individual, family and group counseling and therapy;
- (17) Rent Subsidy (non-JPSRB only); and
- (18) Other services as needed for Individuals at the sole discretion of OHA.

b. Performance Requirements

- (1) Services to Individuals through 25 years of age under the jurisdiction of the JPSRB or in the YAT program must be delivered with the least possible disruption to positive relationships, and must incorporate the following:
 - (a) The rapport between professional and Individual will be given as much of an emphasis in service planning as other case management approaches;

- (b) Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of services and supports across both adolescent and adult systems;
 - (c) Services will be engaging and relevant to youth and young adults;
 - (d) Services will accommodate the critical role of peers and friends;
 - (e) The treatment plan will include a safety component to insure that identity development challenges and boundary issues are not cause for discontinuing service;
 - (f) The Individual Service and Support Plan will include a specific section addressing services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;
 - (g) The OHA Young Adult Service Delivery Team or its designee shall provide direction to Provider regarding Services to be delivered to the youth or young adult; and
 - (h) Secured transportation services under the Service Description for MHS 26 will be approved by OHA on a case by case basis.
- (2) Required non-JPSRB services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursements will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved services may include one or more of the following:
- (a) Additional staffing;
 - (b) Transportation;
 - (c) Interpreter services;
 - (d) Medical services and medications;
 - (e) Rental assistance, room and board, and personal incidental funds; or
 - (f) Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.

c. Reporting Requirements

All Individuals receiving MHS 26 Services with funds provided through this Agreement must be enrolled and that individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

County shall electronically submit to amhcontract.administrator@state.or.us written summary reports of MHS 26 Services delivered with funds provided through this Agreement within 45 calendar days after the end of each State fiscal year, the earlier of expiration or termination of this Agreement, or termination of County's obligation to include the Program Area in which MHS 26 Services fall in its CMHP, whichever occurs first. Reports must be prepared using forms and procedures prescribed by OHA.

e. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

OHA provides financial assistance for MHS 26 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award," in MHS 26 lines in which column "Part ABC" will contain an "A" for Part A or "C" for Part C award.

- (1) The Part A Award financial assistance will be calculated, disbursed, and settled as follows:

- (a) Calculation of Financial Assistance: The Part A awards for MHS 26 Services are intended to be general financial assistance to the County for MHS 26 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 26 Services on a per unit basis, so long as the County offers and delivers MHS 26 Services as part of its CMHP. The total OHA financial assistance for all MHS 26 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” shall not exceed the total funds awarded for MHS 26 Services as specified in that line of the Financial Assistance Award.
- (b) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A awards for MHS 26 Services provided under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- i. OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments or non-delivery of Services identified through MOTS and other reporting requirements in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above;
 - ii. OHA may, upon written request of County, adjust monthly allotments;
 - iii. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 26 Services provided under that line of the Financial Assistance Award;
 - iv. OHA is not obligated to provide financial assistance for any MHS 26 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 26 Services, or termination of County’s obligation to include the Program Area in which MHS 26 Services fall in its CMHP; and
 - v. OHA will reduce the financial assistance awarded for MHS 26 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” by the amount received by a Provider of MHS 26 Services, as payment of a portion of the cost of the Services from an Individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

(c) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 26 Services by County as part of its CMHP based on the delivery of MH 26 Services as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above. The settlement process will not apply to funds awarded for an approved rent subsidy payment.

(2) The Part C awards will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part C awards for MHS 26 Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC,” to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.

(a) For Medicaid eligible Individuals, County shall attach a copy of the Plan of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the fee schedule for Services.

(b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by Individual.

17. Service Name: **RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 27**

a. Service Description

- (1) Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27) are mental health services delivered to Individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or in the Youth and Young Adults in Transition program. Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27) are:
 - (a) Services delivered on a 24-hour basis to Individuals 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 danger to themselves or others, or who otherwise require long-term care to remain in the community; and
 - (b) Delivered only to those Individuals who the OHA's Young Adult Service Delivery Team determines are unable to live independently, without supervised intervention, training, or support.
- (2) The specific MHS 27 Services delivered to an Individual are determined based upon an individualized assessment of care and treatment needs and are intended to promote the well-being, health, resiliency, and recovery of the Individual through the availability of a wide range of residential service options.
- (3) MHS 27 Services shall be delivered in appropriately licensed and certified programs or facilities and include, but are not limited to, the following:
 - (a) Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
 - (b) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
 - (c) Money and household management;
 - (d) Supervision of daily living activities such as skill development focused on nutrition, personal hygiene, clothing care and grooming, and communication skills for social, health care, and community resources interactions;
 - (e) Provision of care including assumption of a responsibility for the safety and well-being of the Individual;
 - (f) Administration, supervision and monitoring of prescribed and non-prescribed medication, and client education on medication awareness;
 - (g) Provision or arrangement of routine and emergency transportation;
 - (h) Developing skills to self-manage emotions;
 - (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;

- (j) Management of physical or health problems including, but not limited to, diabetes and eating disorders;
- (k) Skill training;
- (l) Mentoring, peer delivered services and peer support services;
- (m) Positive use of leisure time and recreational activities;
- (n) Supported education;
- (o) Supported employment;
- (p) Occupational therapy; and
- (q) Recreation.

b. Performance Requirements

OHA's Young Adult Service Delivery Team or its designee shall provide direction to the Provider regarding the prioritization of Individuals for admission.

Services to Youth and Young Adults in Transition shall be delivered with the least possible disruption to positive relationships and shall incorporate the following:

- (1) The rapport between professional and Individual will be given as much of an emphasis in service planning as other case management approaches;
- (2) Services will be coordinated with applicable adjunct programs serving both children and adults so as to facilitate smoother transitions and improved integration of services and supports across both adolescent and adult systems;
- (3) Services will be engaging and relevant to Youth & Young Adults in Transition;
- (4) Services will accommodate the critical role of peers and friends;
- (5) The individual service and support plan will include a safety component to insure that identity development challenges and boundary issues are not cause for discontinuing service; and
- (6) The individual service and support plan will include a specific section addressing services and supports unique to the developmental progress of Youth & Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention.

Services to JPSRB Youth and Young Adults in Transition shall be delivered in support of the conditional release plan as set forward by the JPSRB Board.

Providers of MHS 27 services funded through this agreement shall comply with OAR 309-035-0100 through 309-035-0190, as such rule may be revised from time to time.

Providers of MHS 27 services funded through this agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0200 through 309-008-1100.

c. **Reporting Requirements**

All Individuals receiving MHS 27 with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. **Special Reporting Requirements**

- (1) County shall complete and deliver to OHA the "Personal Care Data Form For Residential Facilities" for any Individual receiving MHS 27 Services funded through this Agreement when the Individual is transferred to another residence or facility operated by the Provider, the Individual is transferred to another Provider of MHS 27 Services, MHS 27 Services to the Individual end, or the payment rate for the Individual changes. An Individual's payment rate may only be changed after consultation with and approval by OHA.

- (2) If County has authorized or anticipates authorizing delivery of MHS 27 Services to an Individual and wishes to reserve MHS 27 service capacity for that Individual for a short period of time when the Individual is not actually receiving the Services, the Provider shall submit a written Reserved Service Capacity Payment Request Form and an Agreement amendment request to OHA in accordance with OAR 309-011-0105 through 309-011-0115. If OHA approves the Reserved Service Capacity Payment Request Form and the Agreement amendment request for a non-Medicaid eligible Individual, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. If the Individual is Medicaid eligible, OHA and County shall execute an amendment to the Financial Assistance Award to add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for MHS 27 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, “Financial Assistance Award,” in MHS 27 lines in which column “Part ABC” will contain an “A” for Part A or “C” for Part C award.

- (1) The Part A awards will be calculated, disbursed, and settled as follows:
 - (a) **Calculation of Financial Assistance:** OHA will provide financial assistance for MHS 27 Services provided under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 27 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 27 Services delivered under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC” shall not exceed the total funds awarded for MHS 27 Services as specified in that line of the Financial Assistance Award.
 - (b) **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award”, OHA will disburse the Part A awards for MHS 27 Services provided under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC”, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- i. OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reports in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above;
 - ii. OHA may, upon written request of County, adjust monthly allotments;
 - iii. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 27 Services provided under that line of the Financial Assistance Award;
 - iv. OHA is not obligated to provide financial assistance for any MHS 27 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 27 Services, or termination of County’s obligation to include the Program Area in which MHS 27 Services fall in its CMHP; and
 - v. OHA will reduce the financial assistance awarded for MHS 27 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” by the amount received by a Provider of MHS 27 Services, as payment of a portion of the cost of the Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.
- (c) Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 27 Services under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

The settlement process will not apply to funds awarded for an approved Reserved Service Capacity Payment.

- (2) The Part C awards does not apply to JPSRB individuals, as these services are covered in the Service Description for MHS 30.

The Part C awards will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C awards for MHS 27 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice, with required attachments as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.

- (a) For Medicaid eligible Individuals, County shall attach a copy of the Plan of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.
- (b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by Individual.

18. Service Name: **RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **MHS 28**

a. Service Description

(1) Residential Treatment Services (MHS 28) are:

(a) Services delivered on a 24-hour basis to indigent 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 prevent hospitalization or who are a danger to themselves or others, or who otherwise require continuing care to maintain stability and learn skills to be placed in a more integrated community setting; and

(b) Services delivered to Individuals that OHA determines are currently unable to live independently without supervised intervention, training, or support.
The specific MHS 28 Services delivered to an Individual are determined based upon a person-centered assessment of treatment needs and the development of a plan of care that is individualized to promote stabilization, skill building, and preparation to be in a more integrated community.

(2) MHS 28 Services delivered in Residential Treatment Facilities, as defined in OAR 309-035-0105(54), Residential Treatment Homes, as defined in OAR 309-035-0260(55), or another licensed setting approved by OHA include, but are not limited to, the following:

- (a) Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
- (b) Timely, appropriate access to crisis intervention to prevent or reduce acute emotional distress, which might necessitate psychiatric hospitalization;
- (c) Management of personal money and expenses;
- (d) Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated living environment;
- (e) Provision of care including assumption of responsibility for the safety and well-being of the Individual;
- (f) Administration and supervision of prescribed and non-prescribed medication;
- (g) Provision of or arrangement for routine and emergency transportation;
- (h) Management of aggressive or self-destructive behavior;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and

- (j) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

Financial assistance is dependent upon the Individual served meeting defined criteria as cited in OAR 410-172-0630 and OAR 309-035-0145. OHA and its designees have the authority to review clinical records and have direct contact with Individuals. The County or any Providers shall notify Individuals in writing of admission decisions in accordance with OAR 309-035-0145.

b. Performance Requirements

A Provider of MHS 28 Services shall give first priority in admission to referrals for Individuals transitioning from the Oregon State Hospital; second priority to referrals for Individuals on the Oregon State Hospital wait list or in acute care psychiatric hospitals; and then to all others.

A Provider of MHS 28 Services funded through this Agreement shall deliver MHS 28 Services in a facility licensed as a Residential Treatment Facility or Secured Residential Treatment Facility, in accordance with OAR 309-035-0100 through 309-035-0190, or as a Residential Treatment Home, in accordance with OAR 309-035-0250 through 309-035-0460, as such rules may be revised from time to time.

Other required, approved services for civil commitment (non-PSRB) Individuals who are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved services may include one or more of the following:

- (1) Additional staffing;
- (2) Interpreter services;
- (3) Medical services and medications;
- (4) Rental assistance, room and board, and personal and incidental funds; and
- (5) Non-medically approved services including but not limited to assessment, evaluation, and outpatient treatment.

c. Reporting Requirements

All Individuals receiving MHS 28 Services with funds provided through this Agreement must be enrolled and that individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

- (1) County shall complete and submit an Agreement amendment request to OHA as prescribed by OHA for any Individual receiving MHS 28 Services funded through this Agreement when the Individual is transferred to another residence or facility operated by the Provider; the individual is transferred to another Provider of MHS 28 Services; MHS 28 Services being provided to the Individual end; or the payment rate for the Individual changes. An Individual's payment rate may only be changed after consultation with and approval by OHA and only if the MHS 28 Services for that Individual are funded from Part A awards as defined in the "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section below.
- (2) If County has authorized or anticipates authorizing delivery of MHS 28 Services to an Individual and wishes to reserve MHS 28 service capacity for that Individual for a short period of time when the Individual is not actually receiving the Services, County shall submit a written reserved service capacity payment request and an Agreement amendment request to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the reserved service capacity payment request and the Agreement amendment request for a non-Medicaid eligible Individual, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. If the Individual is Medicaid eligible, OHA and County shall execute an amendment to the Financial Assistance Award to add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for MHS 28 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, “Financial Assistance Award,” in MHS 28 lines in which column “Part ABC” will contain an “A” for Part A or “C” for Part C award.

- (1) The Part A awards will be calculated, disbursed, and settled as follows:
 - (a) **Calculation of Financial Assistance:** OHA will provide financial assistance for MHS 28 Services provided under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 28 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 28 Services delivered under a particular line of the Financial Assistance Award, containing an “A” in column “Part ABC,” shall not exceed the total funds awarded for MHS 28 Services as specified in that line of the Financial Assistance Award.
 - (b) **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A awards for MHS 28 Services provided under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - i. OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reports in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above or applicable special conditions;
 - ii. OHA may, upon written request of County, adjust monthly allotments;
 - iii. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 28 Services provided under that line of the Financial Assistance Award;
 - iv. OHA is not obligated to provide financial assistance for any MHS 28 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement; termination of OHA’s obligation to provide financial assistance for MHS 28 Services; or termination of County’s obligation to include the Program Area in which MHS 28 Services fall within its CMHP; and

v. OHA will reduce the financial assistance awarded for MHS 28 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” by the amount received by a Provider of MHS 28 Services as payment of a portion of the cost of the Services from an Individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

(c) Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 28 Services under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above or as required in an applicable Specialized Service Requirement.

The settlement process will not apply to funds awarded for an approved reserved service capacity payment.

(2) The Part C awards do not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30. The Part C awards will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part C awards for MHS 28 Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.

(a) For Medicaid eligible Individuals, County shall attach a copy of the Plan of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.

(b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice, itemized by Individual. Part C awards for JPSRB non-medically approved services are only for the time period shown and do not carry forward into following years funding.

19. Service Name: **MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

a. Service Description

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB). Services are delivered to Individuals who are placed in their identified service area by order of evaluation or conditional release as designated by OHA.

(1) Monitoring Services include:

- (a)** Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual for conditional release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, or for placement on a waiting list for conditional release from OSH, a hospital, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- (b)** Supervision and Urinalysis Drug Screen consistent with the requirements of the PSRB or JPSRB conditional release order;
- (c)** Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to conditional release of an Individual;
- (d)** Staffing provided for Supported Housing and Intensive Case Management for identified programs at approved budgeted rates; and
- (e)** Administrative activities related to the monitoring services described above, including but not limited to:
 - i.** Reporting of the Individual's compliance with the conditional release requirements as identified in the order for conditional release through monthly progress notes;
 - ii.** Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
 - iii.** Requesting and implementing modifications of conditional release orders;
 - iv.** Revocations of conditional release due to violation(s) of conditional release orders and readmission to OSH;
 - v.** Responding to Law Enforcement Data System notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and
 - vi.** An annual comprehensive review of supervision and treatment services to determine if significant modifications to the conditional release order should be requested of the PSRB or JPSRB.

(2) Security and Supervision Services includes:

- (a) Security Services are identified in the PSRB or JPSRB conditional release order which are not medically approved services but are required for purposes of Individuals’ and public safety at a rate based on a determination of risk and care needs, as identified in the Security Services Matrix below:

Security Matrix	Low Risk	Med Risk	High Risk
High Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
Low Care	Rate 3	Rate 4	Rate 5

- (b) Supervision includes approved services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved services may include one or more of the following:

- i. Additional staffing;
- ii. Transportation;
- iii. Interpreter services;
- iv. Medical services and medications;
- v. Rental assistance, room and board, and person and incidental funds;
- vi. Payee
- vii. Guardianship initial and ongoing costs;
- viii. Identification of Individuals receiving supported housing and intensive case management services as identified in Monitoring above; and
- ix. Non-Medically approved services including, but not limited to: assessment, evaluation, outpatient treatment, and polygraph.

b. Performance Requirements

- (1) Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.
- (2) Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0200 through OAR 309-008-1600, as such rules may be revised from time to time.

c. **Reporting Requirements**

All Individuals receiving MHS 28 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. **Special Reporting Requirements**

- (1) County shall submit a copy of the conditional release plan for all Individuals conditionally released into the community each month no later than 45 calendar days following the month the conditional release occurred.
- (2) County shall submit, electronically to amhcontract.administrator@state.or.us, a copy of each Individual's PSRB or JPSRB monthly progress report no later than 45 calendar days following the month the MHS 30 Services were delivered with funds provided under this Agreement.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for MHS 30 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, “Financial Assistance Award,” in MHS 30 lines in which column “Part ABC” will contain an “A” for Part A or “C” for Part C award.

- (1) The Part A awards will be calculated, disbursed, and settled as follows:
 - (a) **Calculation of Financial Assistance:** OHA will provide financial assistance for MHS 30 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 30 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 30 Services delivered under a particular line in the Financial Assistance Award, containing an “A” in column “Part ABC” shall not exceed the total funds awarded for MHS 30 Services as specified in that line in the Financial Assistance Award.
 - (b) **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - i. OHA may, after 30 days (unless parties agreed otherwise) written notice to County, reduce the monthly allotments based on unused allotments identified through MOTS and other reporting requirements in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above;
 - ii. OHA may, upon written request of County, adjust monthly allotments;
 - iii. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments, as necessary, to reflect changes in the funds awarded for MHS 30 Services provided under that line of the Financial Assistance Award; and
 - iv. OHA is not obligated to provide financial assistance for any MHS 30 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 30 Services, or termination of County’s obligation to include the Program Area in which MHS 30 Services fall in its CMHP.

- (c) Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 30 Services under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.
- (2) The Part C awards will be disbursed as follows:

 - (a) Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part C awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.
 - (b) OHA will follow the current Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.
 - (c) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by Individual. Part C awards for PSRB or JPSRB non-medically approved Services are for the time period as shown only and do not carry forward into following biennia funding.

20. Service Name: **ENHANCED CARE AND ENHANCED CARE OUTREACH SERVICES**

Service ID Code: **MHS 31**

a. Service Description

Enhanced Care and Enhanced Care Outreach Services (MHS 31) enable an Individual to leave, or avoid placement in, the Oregon State Hospital (OSH). MHS 31 Services are outpatient community mental health and psychiatric rehabilitation Services delivered to Individuals who are Department of Human Services (DHS), Adults and People with Disabilities (APD) service need eligible and who have been deemed eligible by the OHA Enhanced Care Services (ECS) Coordinator.

b. Performance Requirements

- (1) Providers of MHS 31 Services funded through this Agreement shall comply with OAR 309-019-0155, as such rule may be revised from time to time.
- (2) Providers of MHS 31 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (3) MHS 31 Services funded through this Agreement may only be delivered to Individuals who satisfy the requirements for receipt of nursing facility or community based care under Medicaid, as specified in OAR 411-015-0000 through 411-015-0100, as such rules may be revised from time to time, and who receive such services in a nursing facility, residential care facility, assisted living facility, or foster home operated by a Provider that has entered into an agreement with and is licensed by DHS's APD Division to provide services to designated individuals. All Individuals shall be evaluated by the Provider and local DHS APD licensed facility staff prior to placement.
- (4) If County wishes to use MHS 31 funds made available through this Agreement for delivery of MHS 31 Services to otherwise eligible Individuals not residing in a DHS APD facility, County shall receive a variance from OHA in accordance with OAR 309-008-1600, as such rules may be revised from time to time.
- (5) County shall notify the OHA ECS Coordinator prior to transition from ECS. County shall also notify the OHA ECS Coordinator within three working days of any change in an Individual's medical or psychiatric condition, which jeopardizes the placement.

c. Reporting Requirements

All Individuals receiving MHS 31 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO] or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

Providers of MHS 31 Services funded through this Agreement must complete and submit the following OHA provided forms (contact the Enhanced Care Services Coordinator for the forms.) to OHA in accordance with the instructions on the forms:

- (1) Monthly Enhanced Care Services Census Report;
- (2) Enhanced Care Services Referral Outcome Form;
- (3) ECS Data Base Part I; and
- (4) ECS Data Base Part II.

e. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

OHA provides financial assistance for MHS 31 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award," on MHS 31 lines in which column "Part ABC" will contain an "A" for Part A or "C" for Part C award.

- (1) The Part A awards will be calculated, disbursed, and settled as follows:
- (a) Calculation of Financial Assistance: The Part A awards for MHS 31 Services are intended to be general financial assistance to the County for MHS 31 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 31 Services on a per unit basis, so long as the County offers and delivers MHS 31 Services as part of its CMHP. The total OHA financial assistance for all MHS 31 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” shall not exceed the total funds awarded for MHS 31 Services as specified in that line of the Financial Assistance Award.
 - (b) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A awards for MHS 31 Services provided under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - i. OHA may, upon written request of County, adjust monthly allotments;
 - ii. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments, as necessary, to reflect changes in the funds awarded for MHS 31 Services provided under that line of the Financial Assistance Award;
 - iii. OHA is not obligated to provide financial assistance for any MHS 31 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 31 Services, or termination of County’s obligation to include the Program Area in which MHS 31 Services fall in its CMHP; and
 - iv. OHA will reduce the financial assistance for MHS 31 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” by the amount received by a Provider of MHS 26 Services, as payment of a portion of the cost of the Services from an Individual receiving such Services with funds awarded in that line of the Financial Assistance Award.
 - (c) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 31 Services by County as part of its CMHP based on the delivery of MHS 31 Services as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

- (2) The Part C awards will be disbursed as follows:
- (a) Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part C awards for MHS 31 Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.
 - (b) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.
 - (c) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual.

21. Service Name: **ADULT FOSTER CARE SERVICES**

Service ID Code: **MHS 34**

a. Service Description

Adult Foster Care Services (MHS 34) are Services delivered to Individuals with chronic or severe mental illness who are in need of further stabilization in a licensed care setting for the potential of transitioning to an *integrated setting*. These Individuals have been hospitalized or are at immediate risk of hospitalization, are in need of continuing Services to avoid hospitalization, or pose a danger to the health and safety of themselves or others, and are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer Individuals receiving MHS 34 Services. MHS 34 Services are delivered, in part, by relatives, as defined in OAR 309-040-0305(71), referred to herein as “Relative Foster Care,” or by non-relatives, referred to herein as “Non-Relative Foster Care.” The purpose of MHS 34 Services is to maintain the Individual at his or her maximum level of functioning or to improve the Individual’s skills to the extent that he or she may live more independently.

Integrated setting was recently explained in a publication by the Department of Justice¹, dated June 22, 2011, as follows:

“In the years since the Supreme Court’s decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), the goal of the integration mandate in title II of the Americans with Disabilities Act [is] to provide individuals with disabilities opportunities to live their lives like individuals without disabilities.”

“By contrast, segregated settings often have qualities of an institutional nature. Segregated settings include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals’ ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities.”

The expectation for individuals living in Adult Foster Care Services is to stabilize and transition to a non-licensed, integrated setting. Perpetual living at this level of care is not warranted and can only continue with the ongoing approval by OHA’s Independent Qualified Agent (IQA) in determining this specific Level of Care (LOC).

All stays in Adult Foster Care Services shall include activities to integrate the individual into the community based on individual goals and desires, and should not be limited to foster home group activities.

MHS 34 Services include, but are not limited to, the following:

- (1) Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- (2) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;

¹ https://www.ada.gov/olmstead/q&a_olmstead.htm

- (3) Management of personal money and expenses;
- (4) Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated living environment;
- (5) Provision of care including assuming the responsibility for the safety and well-being of the individual;
- (6) Administration and supervision of prescribed and non-prescribed medication;
- (7) Provision of or arrangement for routine medical and emergency transportation;
- (8) Management of aggressive or self-destructive behavior;
- (9) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (10) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

b. Performance Requirements

- (1) Providers of Non-Relative Foster Care MHS 34 Services funded through this Agreement shall comply with OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time.
- (2) Prior to commencement of both Relative and Non-Relative Foster Care MHS 34 Services, County shall develop and submit to OHA, for OHA's review and approval, a personal care plan for the Individual. After commencement of both Relative and Non-Relative Foster Care MHS 34 Services, County shall require that the Provider of the MHS 34 Services delivers the Services to the Individual in accordance with the Individual's personal care plan. County shall complete a new personal care plan at least annually for each Individual receiving MHS 34 Services funded through this Agreement and revise as necessary.
- (3) County shall assist OHA's function of licensing and certifying homes providing Non-Relative Foster Care MHS 34 Services funded through this Agreement by performing the following tasks within the timelines required by OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time:
 - (a) For new licenses and certifications: County shall assist with inspection of the homes, and completion and submission to OHA of the following, as prescribed by OHA:
 - i. Foster Home License or Certification Application;
 - ii. Foster Home Inspection Form;
 - iii. Criminal History Check; and
 - iv. Any other information necessary for licensing or certifying the residences.

- (b) For renewal of existing licenses and certifications: County shall assist with inspection of the homes and completion and submission to OHA of the Foster Home License/Certification Evaluation Forms; and
- (c) County shall assist currently-licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:
 - i. Maintaining and distributing copies of OHA’s “Basic Training Course and Self-Study Manual” and associated video tapes; and
 - ii. Making test site(s) available, administering tests provided by OHA, and mailing completed tests promptly to OHA for scoring.

OHA will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by County as required above.

c. Reporting Requirements

All Individuals receiving MHS 34 Services with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does or contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

OHA provides financial assistance for MHS 34 Services through Part A awards. The award type is set forth in Exhibit C, "Financial Assistance Award," on MHS 34 lines in column "Part ABC" that contain an "A" for Part A awards.

The Part A awards will be calculated, disbursed, and settled as follows:

- (1) Calculation of Financial Assistance:** OHA will provide financial assistance for MHS 34 Services identified in a particular line of Exhibit C, "Financial Assistance Award," with an "A" in column "Part ABC," from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 34 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 34 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" shall not exceed the total funds awarded for MHS 34 Services as specified in that line of the Financial Assistance Award.
- (2) Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part A awards for MHS 34 Services provided under a particular line of the Financial Assistance Award, containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

 - (a)** OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS in accordance with the "Reporting Requirements" section above or as required by an applicable Specialized Service Requirement;
 - (b)** OHA may, upon written request of County, adjust monthly allotments;
 - (c)** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 34 Services provided under that line of the Financial Assistance Award; and
 - (d)** OHA will reduce the financial assistance awarded for MHS 34 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" by the amount received by a Provider of MHS 34 Services, as payment of a portion of the cost of the Services from an Individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

- (3) Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 34 Services under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the “Reporting Requirements” section above or as required in an applicable Specialized Service Requirement.

22. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

a. Service Description

Older or Disabled Adult Mental Health Services (MHS 35) are:

- (1) If Specialized Service requirement MHS 35A applies, specialized geriatric mental health services delivered to older or disabled adults with mental illness, as such services are further described in the Specialized Service requirement MHS 35A; or
- (2) If Specialized Service requirement MHS 35B applies, residential services delivered to older or disabled Individuals with severe and persistent mental illness, as such services are further described in the Specialized Service requirement MHS 35B.

b. Performance Requirements

- (1) Funds awarded for MHS 35 Services on lines in Exhibit C, “Financial Assistance Award,” containing “35A” in column “Part IV” may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35A.
- (2) Funds awarded for MHS 35 Services on lines in Exhibit C, “Financial Assistance Award,” containing “35B” in column “Part IV” may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35B.

c. Reporting Requirements

All Individuals receiving MHS 35 Services with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

Using forms and procedures prescribed by OHA, County shall submit summary financial and program narrative reports on its delivery of MHS 35 Services, supported with funds provided through this Agreement, that are subject to Specialized Service requirements 35A and 35B. The reports must be submitted electronically to amhcontract.administrator@state.or.us within 45 calendar days following the end of each fiscal quarter, or portion thereof, for September 30th, December 31st, March 31st, and June 30th, through the life of this Agreement.

e. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

- (1) Calculation of Financial Assistance: The funds awarded through this Agreement, for MHS 35 Services, are intended to be general financial assistance to the County for MHS 35 Services. The total OHA financial assistance for all MHS 35 Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” shall not exceed the total funds awarded for Specialized Service requirement MHS 35A Services and Specialized Service requirement MHS 35B Services, as specified in that line of the Financial Assistance Award.
- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the financial assistance awarded for Specialized Service requirement MHS 35A and Specialized Service requirement MHS 35B Services, provided under a particular line of the Financial Assistance Award, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments; and
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for Specialized Service requirement MHS 35A Services and Specialized Service requirement MHS 35B Services provided under that line of the Financial Assistance Award.
- (3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of Specialized Service requirements MHS 35A and MHS 35B Services by County as part of its CMHP-based delivery of MHS 35A and MHS 35B Services as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

23. Service Name: **PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASARR)**

Service ID Code: **MHS 36**

a. Service Description

- (1) Pre-admission Screening and Resident Review Services (MHS 36) are evaluation services delivered to Individuals who are entering a nursing facility where a PASARR level I screen has indicated that they have a serious mental illness (SMI), regardless of insurance type or lack of health insurance, or are residing in a nursing home. Eligible populations served are: Medicaid, Indigent, Citizen/Alien-Waived Emergency Medical, Medicare, Private Insurance, or Private Pay.
 - (a) Referred for placement in Medicaid-certified long-term care nursing facilities if they are exhibiting symptoms of a serious mental health illness; or
 - (b) Residing in Medicaid-certified long-term care nursing facilities and experiencing a significant change in mental health status.
- (2) Pre-admission Screening and Resident Review Services must determine if:
 - (a) Individuals have a serious mental health illness, as defined in OAR 309-032-0311; and
 - (b) If those determined to have a serious mental health illness are appropriately placed in a nursing facility or need inpatient psychiatric hospitalization.

b. Performance Requirements

- (1) County shall comply with the Nursing Home Reform Act, under the Omnibus Budget Reconciliation Act OBRA 1987, as amended by OBRA 1990, including, but not limited to, 42 U.S.C. 1396r(e) 7 and OAR 411-070-0043 through 411-070-0045, as such laws and rules may be revised from time to time. County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.
- (2) County shall ensure that all Individuals referred for MHS 36 Services by licensed nursing facilities receive MHS 36 review and evaluation services.
- (3) All MHS 36 Services paid for through this Agreement must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-039-0510 (10)) or a Licensed Medical Practitioner (as defined in OAR 309-039-0510 (9)).

c. Reporting Requirements

All Individuals receiving MHS 36 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

County shall complete and deliver to OHA, within 21 calendar days after a review, form HSD 0438 and form HSD 0440, with respect to that review.

e. Financial Assistance Calculation and Disbursement Procedures

OHA provides financial assistance for MHS 36 Services through Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award," in MHS 36 lines that contain a "C" in "Part ABC" for Part C award.

- (1) Calculation of Financial Assistance: At no time will OHA pay above the Medicaid rate in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule, posted on the HSD Pre-Admission Screening and Resident Review website located at: <http://www.oregon.gov/oha/amh/Pages/pasrr.aspx>, as it may be revised from time to time.
- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C award for MHS 36 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written combined invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award.

County shall submit a written monthly invoice, electronically to amhcontract.administrator@state.or.us, with required attachments no later than 45 calendar days following the end of the subject month.

- (3) County shall attach a copy of the bill or receipt for the item or service to a combined monthly invoice itemized by Individual. Part C awards for JPSRB non-medically approved services is for the time period as shown only and does not carry forward into following years payments.

24. Service Name: **MHS SPECIAL PROJECTS**

Service ID Code: **MHS 37**

a. Service Description

MHS Special Projects (MHS 37) are Mental Health Services within the scope of ORS 430.630 delivered on a demonstration or emergency basis for a specified period of time. Each special project is specifically described in a separate Exhibit to this MHS 37 Service Description, which Exhibits are incorporated herein by this reference. When Exhibit C, “Financial Assistance Award,” contains a line awarding funds for MHS 37 Services that line will contain a special condition specifying what special project Exhibit to this MHS 37 Service Description applies.

b. Performance Requirements

See specific special project Exhibits to this MHS 37 Service Description.

c. Special Reporting Requirements

See specific special project Exhibits to this MHS 37 Service Description.

d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

See specific special project Exhibits to this MHS 37 Service Description.

Even if the Financial Assistance Award awards funds for MHS 37 Services, OHA shall have no obligation to disburse any funds or provide financial assistance through this Agreement for any MHS 37 Services (even if funds therefore are disbursed to County) unless a corresponding Special Project Exhibit describing the project is attached to this Service Description.

**Exhibit MHS 37 – Aid and Assist Client Services
To MHS 37 Service Description
MHS Special Projects**

1. Service Description

Exhibit MHS 37 – Aid and Assist Client Services provides Restoration Services and periodic assessment of a defendant’s capacity to stand trial as required in ORS §161.370 while the defendant resides in the community. These services are required to restore an Individual’s ability to aid and assist in their own defense, before the person can stand trial. Primary population for community restoration services are Individuals who are unable to aid and assist in their own defense due to a primary “mental disease or defect” (substance abuse, personality disorders, and pedophilia may be co-morbid to the primary condition, but cannot be the primary drivers of the inability to aid and assist, in keeping with ORS 161.370) AND not found by the Court to be dangerous to self or others.

a. Restoration Services include:

- (1)** Providing the defendant with the education necessary to best facilitate the defendant’s return to capacity including, but not limited to:
 - (a)** Skills training regarding court room procedures, roles, language and potential outcomes of the court process;
 - (b)** Incidental support (e.g. purchase of food, clothing, or transportation, etc.); and
 - (c)** Linkages to benefits and community resources such as Supplemental Nutrition Assistance Program (SNAP), housing/shelter, Medicaid enrollment, and cash assistance.
- (2)** Coordination and consultation to the jurisdictional Court or other designated agencies within the criminal justice system and Oregon State Hospital (OSH) while the defendant is residing in the community and in the process of being returned to capacity. Services include, but are not limited to:
 - (a)** Coordination of the periodic assessment of capacity to aid and assist with the appropriate court;
 - (b)** Collaboration and coordination with community corrections;
 - (c)** Consultation to Mental Health Court, if Mental Health Court is available in the service area;
 - (d)** Participation in Mental Health and Law Enforcement collaboration meetings; and
 - (e)** Communication of court ordered requirements, limitations, and court dates.
- (3)** Assist the defendant in accessing community supports that will promote recovery and community integration, including, but not limited to:
 - (a)** Case management;
 - (b)** Skills training;
 - (c)** Crisis services;
 - (d)** Individual or group therapy;

- (e) Alcohol and drug addiction treatment; and
 - (f) Psychiatric prescription management and medication education.
- (4) Administrative activities related to the Restoration Services described above, including but not limited to:
- (a) Reporting of the Individual’s compliance with the conditional release requirements through monthly reports to appropriate court; and
 - (b) Providing interim quarterly reports for the purpose of communicating current status of defendants to Oregon Health Authority/Health Systems Division (OHA/HSD) and the court of jurisdiction.
- b. The County shall allocate adequate staffing to meet the needs of the community and provide the necessary services as described in subsection a. above.

2. Performance Requirements

Providers of Exhibit MHS 37 – Aid and Assist Services funded through this Agreement shall comply with ORS 161.370 and OAR 309-088-0100, as such rule may be revised from time to time.

3. Reporting Requirements

All Individuals receiving Exhibit MHS 37 – Aid and Assist Services with funds provided through this Agreement must be enrolled and that individual’s record maintained in the Measures and Outcomes Tracking System (MOTS) and all Individuals receiving Restoration Services must be coded as “Aid and Assist (ORS 161.370)” as the ‘Legal Status’ in MOTS, as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. **Special Reporting Requirements**

Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us monthly reports on the delivery of Restoration Services, no later than 45 calendar days following the end of each subject month for which financial assistance is awarded through this Agreement. Each monthly report shall provide the following information per month for each subject month:

- a. Beginning date of services;
- b. Demographics as outlined below and a description of services provided for those who received community restoration services;
- c. Demographics as outlined below, as well as the services and supports that were not available for Individuals transferred to the Oregon State Hospital (OSH) due to the recommendation of the CMHP Director or Designee;
- d. Demographics as outlined below for Individuals transferred to OSH for restoration by the Court due to safety concerns; and
- e. Individual demographic information to include:
 - (1) Name of Individuals served;
 - (2) MOTS identification number;
 - (3) Medicaid identification number (if applicable);
 - (4) Oregon Corrections – State identification number (SID) (if applicable);
 - (5) Gender;
 - (6) Race;
 - (7) Ethnicity;
 - (8) Date of birth;
 - (9) Living situation;
 - (10) Criminal charge(s) on the court order regarding the need for restoration services; and
 - (11) Primary diagnosis (if applicable).

5. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

OHA provides financial assistance for Exhibit MHS 37 – Aid and Assist Client Services in two different ways, through Part A and Part C Awards. The award type is set forth in Exhibit C, “Financial Assistance Award,” in Exhibit MHS 37 – Aid and Assist Client Services lines in which column “Part ABC” will contain an “A” for Part A or “C” for Part C award.

a. For the six established County programs:

(1) The Part A awards will be calculated and disbursed as follows:

- (a) Calculation of Financial Assistance: OHA will provide financial assistance for Exhibit MHS 37 – Aid and Assist Client Services identified in a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” from funds identified in that line of the Financial Assistance Award. The total OHA financial assistance for all Exhibit MHS 37 – Aid and Assist Client Services shall not exceed the total funds awarded as specified in that line of the Financial Assistance Award.
- (b) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A awards for Exhibit MHS 37 – Aid and Assist Client Services provided under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:
 - i. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded from Exhibit MHS 37 – Aid and Assist Client Services provided under that line of the Financial Assistance Award; and
 - ii. OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – Aid and Assist Client Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for Exhibit MHS 37 – Aid and Assist Client Services, or termination of County’s obligation to include the Program Area in which Exhibit MHS 37 – Aid and Assist Client Services fall in its CMHP.

(2) The Part C awards will be calculated, disbursed and settled as follows:

- (a) Calculation of Performance Award: County will qualify for a performance award at the end of each subject year if it reached target outcomes as agreed upon between OHA and County and as evidenced by the data properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

- (b) Disbursement of Performance Award: The performance award is based on achievement of the performance criteria as agreed upon between OHA and County.
 - i. County shall submit an electronic written invoice in a manner determined by OHA to request a performance award to amhcontract.administrator@state.or.us not to exceed amounts agreed upon between OHA and County. After receipt of an accurate, timely, and valid invoice, OHA will determine if the County met or exceeded the performance criteria. The total OHA financial assistance for all Exhibit MHS 37 – Aid and Assist Client Services shall not exceed the total funds awarded as specified in that line of the Financial Assistance Award.
 - ii. OHA is not obligated to provide payment for any invoice received 60 calendar days after the date of the expiration or termination of this Agreement, whichever is earlier.
- (c) Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project described herein based on data properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

b. For Counties without an established program:

The Part C awards will be calculated, disbursed and settled as follows:

- (1) Calculation of Financial Assistance Award: County shall provide a written monthly request for a Financial Assistance Award to OHA for performance of Exhibit MHS 37 – Aid and Assist Client Services as agreed upon between OHA and County and as evidenced by the data properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.
- (2) Disbursement of Financial Assistance: Upon approval of request, OHA will provide financial assistance for Exhibit MHS 37 – Aid and Assist Client Services identified in a particular line of Exhibit C, “Financial Assistance Award,” containing a “C” in column “Part ABC” to County per receipt and approval of invoice and required reports.
 - (a) County shall electronically submit to amhcontract.administrator@state.or.us a written invoice with required reports due no later than 45 calendar days following the end of the subject month, to be disbursed in the monthly allotments during the period specified in that line of the Financial Assistance Award. The total OHA financial assistance for all Exhibit MHS 37 – Aid and Assist Client Services shall not exceed the total funds awarded as specified in that line of the Financial Assistance Award.
 - (b) OHA is not obligated to provide payment for any invoice received 60 calendar days after the date of the expiration or termination of this Agreement, whichever is earlier.
- (3) Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project described herein based on data properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

**Exhibit MHS 37 – Assertive Community Treatment Services
To MHS 37 Service Description
MHS Special Projects**

1. Service Description

a. Definitions:

Assertive Community Treatment (ACT) means an evidence-based practice designed to provide comprehensive treatment and support services to Individuals with serious and persistent mental illness. ACT is intended to serve Individuals who have severe functional impairments and who have not responded to traditional psychiatric outpatient treatment. ACT Services are provided by a single multi-disciplinary team, which typically includes a psychiatrist, a nurse, and at least two case managers, and are designed to meet the individual needs of each consumer and to help keep the Individual in the community and out of a structured service setting, such as residential and/or hospital care. ACT is characterized by:

- (1) low client to staff ratios;
- (2) providing services in the community rather than in the office;
- (3) shared caseloads among team members;
- (4) 24-hour staff availability;
- (5) direct provision of all services by the team (rather than referring consumers to other agencies); and
- (6) time-unlimited services.

Competitive Integrated Employment means full-time or part time work, at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not Individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not Individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not Individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

Division approved reviewer means the Oregon Center of Excellence for Assertive Community Treatment (OCEACT). OCEACT is OHA’s contracted entity that is responsible for conducting ACT fidelity reviews, training, and technical assistance to support new and existing ACT programs statewide.

Serious and Persistent Mental Illness (SPMI) means for the purposes of ACT Services, are participants diagnosed with serious and persistent mental illness as listed in the Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association that seriously impair their functioning in community living. Priority is given to people with schizophrenia, other psychotic disorders (e.g., schizoaffective disorder), and bipolar disorder because these illnesses more often cause long-term psychiatric disability.

b. Services:

- (1)** ACT is an evidence-based practice for Individuals with a serious and persistent mental illness. ACT is characterized by:

 - (a)** A team approach;
 - (b)** Community based;
 - (c)** A small client to staff caseload, typically 10:1, to consistently provide necessary staffing diversity and coverage;
 - (d)** Time-unlimited services;
 - (e)** Flexible service delivery;
 - (f)** A fixed point of responsibility; and
 - (g)** 24/7 crisis availability.
- (2)** ACT Services include, but are not limited to:

 - (a)** Hospital discharge planning;
 - (b)** Case management;
 - (c)** Symptom management;
 - (d)** Psychiatry services;
 - (e)** Nursing services;
 - (f)** Co-occurring substance use and mental health disorders treatment services;
 - (g)** Supported Employment (reference OAR 410);
 - (h)** Life skills training; and
 - (i)** Peer support services.
- (3)** The ACT Program is intended to serve adults (18 year old or older) with Severe and Persistent Mental Illness (SPMI) and who meet ACT Program admission criteria as described in OAR 309-019-0245.
- (4)** A Provider delivering Services with funds provided through this Agreement may not use Exhibit MHS 37 – ACT funding to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
- (5)** An ACT Program includes the following staff members:

 - (a)** Psychiatrist or Psychiatric Nurse Practitioner;
 - (b)** Psychiatric Nurse(s);
 - (c)** Qualified Mental Health Professional (QMHP) ACT Team Supervisor;
 - (d)** Qualified Mental Health Professional(s) (QMHP) Mental Health Clinician;
 - (e)** Substance Abuse Treatment Specialist;
 - (f)** Employment Specialist;
 - (g)** Housing Specialist;
 - (h)** Mental Health Case Manager; and
 - (i)** Certified Peer Support Specialist.

2. Performance Requirements

Provide ACT Services in a manner that meets minimum fidelity requirements established in OAR 309-019-0225 through 309-019-0255.

If County lacks qualified Providers to deliver Exhibit MHS 37 – ACT Services and supports, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access ACT Services. The ACT Services must be provided by Providers meeting ACT fidelity scale standards located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

The County shall work with their respective CCO to increase the number of eligible Individuals with SPMI served by ACT Team(s). If ten (10) persons in a County’s region have been referred, are eligible and are appropriate for ACT, and are on a waiting list to receive ACT that has lasted for more than 30 calendar days, the County shall work with their appropriate CCO to take action to reduce the waitlist and serve those Individuals by:

- a. increasing team capacity to a size that is still consistent with fidelity standards; or
- b. adding additional ACT Team(s).

3. Reporting Requirements

All Individuals receiving Exhibit MHS 37 – ACT Services with funds provided through this Agreement must be enrolled and that individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. **Special Reporting Requirements**

Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly summary reports on the delivery of ACT Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Each quarterly report shall provide the following information per month for each subject quarter:

- a. Individuals served;
- b. Individuals who are homeless at any point during a quarter;
- c. Individuals with safe stable housing for 6 months;
- d. Individuals using emergency departments during each quarter for a mental health reason;
- e. Individuals hospitalized in OSH or in an acute psychiatric facility during each quarter;
- f. Individuals hospitalized in an acute care psychiatric facility during each quarter;
- g. Individuals in jail at any point during each quarter;
- h. Individuals receiving Supported Employment Services during each quarter;
- i. Individuals who are employed in competitive integrated employment, as defined above; and
- j. Individuals receiving ACT Services that are not enrolled in Medicaid Referrals and Outcomes:
 - (1) Number of referrals received during each quarter;
 - (2) Number of Individuals accepted during each quarter;
 - (3) Number of Individuals admitted during each quarter; and
 - (4) Number of Individuals denied during each quarter and the reason for each denial.

5. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for Exhibit MHS 37 – ACT Services through Part A awards. The award is set forth in Exhibit C, “Financial Assistance Award,” in Exhibit MHS 37 – ACT Services lines in which column “Part ABC” will contain an “A” for Part A award.

- a. Calculation of Financial Assistance: The Part A awards for Exhibit MHS 37 – ACT Services are intended to be general financial assistance to the County for Exhibit MHS 37 – ACT Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of Exhibit MHS 37 – ACT Services except as necessary to verify that the performance requirements set forth above have been met. The total OHA financial assistance for all Exhibit MHS 37 – ACT Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” shall not exceed the total funds awarded for Exhibit MHS 37 – ACT Services as specified in that line of the Financial Assistance Award.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the funds awarded for this special project on a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (1) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for this special project in that line of the Financial Assistance Award; and
 - (2) OHA may reduce the financial assistance for Exhibit MHS 37 – ACT Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” by the amount of one month’s funding per month with missing reporting requirements in accordance with “Special Reporting Requirements.” Upon County submission of missing reports, OHA may restore the month of funding that was removed through an Agreement Amendment.
- c. Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project described herein by County as part of its CMHP and satisfaction of the “Performance Requirements” based on the “Reporting Requirements” and “Special Reporting Requirements” sections above.

**Exhibit MHS 37 – Emergency Department Diversion to Community-based Services and Supports
To MHS 37 Service Description
MHS Special Project**

1. Service Description

Exhibit MHS 37 – Emergency Department Diversion to Community-based Services and Supports (Exhibit MHS 37 – EDD) is designed to provide a community-based alternative to emergency department admission for children, youth, and young adults (Individuals) presenting for, or at risk of, admission for psychiatric or behavioral crises. Program must serve all children, youth, and young adults who go to the Emergency Department (ED) for psychiatric crisis.

2. Performance Requirements

- a. In addition to any other requirements that may be established by rule of the Oregon Health Authority, County shall, subject to the availability of funds, provide the following services as appropriate to Individuals with mental or emotional disturbances:
- (1) Screening and evaluation to determine the Individuals’ service needs;
 - (2) Crisis stabilization to meet the needs of Individuals with acute mental or emotional disturbances, including the costs of investigations and prehearing detention in community hospitals or other facilities approved by the authority for Individuals involved in involuntary commitment procedures;
 - (3) Vocational and social services that are appropriate for the Individuals age, designed to improve the Individuals vocational, social, educational, and recreational functioning;
 - (4) Continuity of care to link the Individual to housing and appropriate and available health and social service needs;
 - (5) Psychiatric care in state and community hospitals, subject to the provisions of the “Special Reporting Requirements” section below;
 - (6) Residential services;
 - (7) Medication monitoring;
 - (8) Individual, family, and group counseling and therapy;
 - (9) Public education and information;
 - (10) Prevention of mental or emotional disturbances and promotion of mental health; and
 - (11) Consultation with other community agencies.
- b. Preventive mental health services for Individuals, including primary prevention efforts, early identification, and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional, behavioral, and cognitive disorders in children, youth, and young adults. As used in this paragraph:
- (1) Early identification means detecting emotional disturbance in its initial developmental stage;

- (2) Early intervention services for Individuals at risk of later development of emotional disturbances means programs and activities for Individuals and their families that promote conditions, opportunities and experiences that encourage and develop emotional stability, self-sufficiency and increased personal competence; and
 - (3) Primary prevention efforts means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop.
- c. Eligible Population: Children, youth, and young adults ages birth through 23 years of age who have symptoms consistent with psychiatric or serious emotional disorders and present at partner Emergency Departments, particularly those Individuals without insurance or who are under insured.
 - d. Clinical, Social, and Residential Services Provided: Exhibit MHS 37 – EDD programs are team-based, providing an array of recovery oriented agency or community-based services and supports designed to:
 - (1) Alleviate the immediate crisis through connections to the family and Individual, and work with mental health team members;
 - (2) Provide relational and case management support for 45 calendar days; and
 - (3) Establish with the family and Individual a transition plan designed to prevent re-admission to the emergency department and improved access to community resources. Specific services include, but are not limited to:
 - (a) Suicide-Intervention;
 - (b) Family and Young Adult Peer Support;
 - (c) Coordination of immediate resources;
 - (d) Rapid access to psychiatric and counseling services; and
 - (e) Transition planning to existing health and community resources.
 - e. Pilot sites must participate in collaborative state-wide efforts to establish shared programmatic standards, expectations for results and services, and key reporting requirements.
 - f. Sites must ensure that staff are trained in trauma-informed approaches and crisis stabilization strategies.
 - g. **Who Can Provide These Services?** Community Mental Health Staff, including the following:
 - (1) Licensed Medical Professionals (psychiatrists or psychiatric nurse practitioners);
 - (2) QMHP/Therapists;
 - (3) Clinical Case Managers;
 - (4) Supported Employment/Education Specialists;
 - (5) Occupational Therapists;
 - (6) Young Adult Peer Support Specialist;
 - (7) Family Support Specialist; and
 - (8) Skill-development Specialists.

3. **Reporting Requirements**

All Individuals receiving Exhibit MHS 37 – EDD to Community-based Services and Supports with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. **Special Reporting Requirements**

- a. Pilot sites must provide data that includes the following:
 - (1) Client Demographics;
 - (2) Presenting diagnosis and issues;
 - (3) Diversions;
 - (4) Re-admissions;
 - (5) Response time;
 - (6) Connectivity with peer support;
 - (7) Initial Contacts;
 - (8) Frequency of contact;
 - (9) Transitional service referrals; and

(10) Other information deemed beneficial to the development of the service.

- b. Pilot sites may also be required to submit surveys with qualitative data not captured in MOTS. Surveys will be collected and aggregated by OHA staff.

5. Financial Assistance Calculation, Disbursement and Agreement Settlement Procedures

OHA provides financial assistance for Exhibit MHS 37 – EDD to Community-based Services and Supports through Part A awards. The award is set forth in Exhibit C, “Financial Assistance Award,” in Exhibit MHS 37 – EDD lines in which column “Part ABC” contains an “A” for Part A award.

The Part A awards will be calculated, disbursed and settled as follows:

- a. Calculation of Financial Assistance: The Part A award for Exhibit MHS 37 – EDD Services are intended to be general payments for Exhibit MHS 37 – EDD Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of Exhibit MHS 37 – EDD Services on a per unit basis except as necessary to verify that the performance requirements set forth above are met, so long as County offers and delivers Exhibit MHS 37 – EDD Services as part of this Agreement. The total OHA financial assistance made for all Exhibit MHS 37 – EDD Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” shall not exceed the total financial assistance for Exhibit MHS 37 – EDD Services as specified in that line of the Financial Assistance Award.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will provide funds for Exhibit MHS 37 – EDD Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may reduce financial assistance made for Exhibit MHS 37 – EDD Services based on a reduction in Exhibit MHS 37 – EDD Services provided under this Agreement;
 - (2) OHA may, upon written request of County, adjust monthly financial assistance; and
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly financial assistance as necessary, to reflect changes in the financial assistance for Exhibit MHS 37 – EDD Services provided under that line of the Financial Assistance Award.
- c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of Exhibit MHS 37 – EDD Services by County based on the data as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

**Exhibit MHS 37 – Jail Diversion
To MHS 37 Service Description
MHS Special Project**

1. Service Description

Exhibit MHS 37 – Jail Diversion services increase Mental Health’s interaction with Individuals with Serious and Persistent Mental Illness (SPMI) and are involved with justice or law enforcement solely due to a mental health reason and are charged with low-level crimes, resulting in the reduction or avoidance of arrests, jail admissions, lengths of stay in jail, and recidivism through the availability of alternative community-based services, programs, or treatments.

SPMI is defined in the USDOJ agreement as adults 18 years of age and above with one or more of the following diagnoses:

- a. Schizophrenia
- b. Schizoaffective Disorder
- c. Brief Psychotic Disorder
- d. Other Specified Schizophrenia Spectrum and Other Psychotic Disorder
- e. Unspecified Schizophrenia Spectrum and Other Psychotic Disorder
- f. Major Depressive Disorder
- g. Bipolar Disorder
- h. Obsessive-Compulsive Disorder
- i. Post-Traumatic Stress Disorder
- j. Schizotypal Personality Disorder
- k. Borderline Personality Disorder

2. Performance Requirements

All providers shall adopt the “**Sequential Intercept Model**” (SIM) through the GAINS Center to more effectively deal with mentally ill Individuals who come into contact with law enforcement personnel. All providers shall use SIM to identify and intervene upon “points of interception” or opportunities for interventions to prevent Individuals with SPMI from entering or penetrating deeper into the criminal justice system.

County shall provide the following, subject to the not-to-exceed amount of this Agreement, pre-booking and post-booking Exhibit MHS 37 – Jail Diversion services:

- a. Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers;
- b. Create opportunities for Individuals to access housing in addition to vocational and educational services;
- c. Provide support services to prevent or curtail relapses and other crises;
- d. Assist Individuals to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations; and
- e. Promote peer support and the social inclusion of Individuals with or in recovery from mental and substance use disorders in the community.

3. **Reporting Requirements**

All Individuals receiving Exhibit MHS 37 – Jail Diversion services with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- b. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- c. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- d. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- e. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. **Special Reporting Requirements**

County shall submit a written quarterly report electronically through secure e-mail to amhcontract.administrator@state.or.us on a form provided by OHA, no later than 45 calendar days from the end of each subject quarter as follows:

- a. Report the Individuals who received services designated as pre-booking or post-booking diversion. Break out the following information:
 - (1) The Individuals who received services designated as pre-booking diversion. Include first and last name, date of birth, Measures and Outcomes Tracking System (MOTS) identification number, the Individual’s Medicaid ID number, Provider Medicaid ID number, and the number of times the Individual was arrested during the reporting period; and

- (2) The Individuals arrested who received services designated as post-booking diversion. Include first and last name, date of birth, MOTS identification number, the Individual's Medicaid ID number, Provider Medicaid ID number, and the number of times the Individual was arrested during the reporting period.
- b. Report the number of incidences where charges were dismissed or dropped as a result of Exhibit MHS 37 – Jail Diversion services.
- c. Report the number of Individuals that were diverted from Oregon State Hospital for ORS 161.370 Determination of Fitness for Aid & Assist Services.
- d. Report the number of crisis consultations provided by mental health staff in pre-booking diversions.
- e. Report the charges for which Individuals were arrested that received Exhibit MHS 37 – Jail Diversion services.
- f. Report the number of Individuals arrested during the reporting period that received Exhibit MHS 37 – Jail Diversion services.
- g. Provide a description of Exhibit MHS 37 – Jail Diversion services Individuals received in the current reporting period.
- h. Provide a detailed description of any Exhibit MHS 37 – Jail Diversion service created prior to the current reporting period.
- i. Provide information regarding any activities related to Exhibit MHS 37 – Jail Diversion services that involved law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.

5. Financial Assistance Calculation, Disbursement and Agreement Settlement Procedures

OHA provides financial assistance for Exhibit MHS 37 – Jail Diversion services through Part A awards. The award is set forth in Exhibit C, “Financial Assistance Award,” in Exhibit MHS 37 – Jail Diversion lines in which column “Part ABC” contains an “A” for Part A award.

- a. Calculation of Financial Assistance: The Part A awards for Exhibit MHS 37 – Jail Diversion services are intended to be general financial assistance to the County for Exhibit MHS 37 – Jail Diversion services with funds provided through this Agreement. Accordingly, OHA may not track delivery of Exhibit MHS 37 – Jail Diversion services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. The total OHA financial assistance for all Exhibit MHS 37 – Jail Diversion services delivered under a particular line of Exhibit C, “Financial Assistance Award,” shall not exceed the total funds awarded for Exhibit MHS 37 – Jail Diversion services as specified in that line of the Financial Assistance Award.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A awards for Exhibit MHS 37 – Jail Diversion services delivered under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may reduce monthly allotments made for Exhibit MHS 37 – Jail Diversion services based on a reduction in Exhibit MHS 37 – Jail Diversion services provided under this Agreement;
 - (2) OHA may, upon written request of County, adjust monthly allotments;

- (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for Exhibit MHS 37 – Jail Diversion services provided under that line of the Financial Assistance Award; and
 - (4) OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – Jail Diversion services not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above, by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for Exhibit MHS 37 – Jail Diversion, or termination of County’s obligation to include the Program Area in which Exhibit MHS 37 – Jail Diversion services fall in its CMHP.
- c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of Exhibit MHS 37 – Jail Diversion services by County based on the data as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

**Exhibit MHS 37 - Mental Health Promotion and Prevention Services
To MHS 37 Service Description
MHS Special Project**

1. Service Description

Exhibit MHS 37 – Mental Health Promotion and Prevention (Exhibit MHS 37 – MHPP) Services are directed to changing common influences on the development of Individuals across their lifespan, reducing risk factors and increasing protective factors and is designed to target universal, selected, and indicated populations based on risk.

The focus of Exhibit MHS 37 – MHPP Services is on change for populations of Individuals who have one or more personal or environmental characteristics in common.

2. Performance Requirements

County shall provide all Exhibit MHS 37 – MHPP Services provided with funds through this Agreement in accordance with its OHA approved plan for Mental Health Promotion and Prevention Project 2017-2019, which is hereby incorporated into this Agreement by this reference and can be located at <http://www.oregon.gov/OHA/HSD/AMH/pages/contracts.aspx>.

3. Special Reporting Requirements

Exhibit MHS 37 – MHPP Services activity shall be captured by submitting to OHA semi-annual (two times per year) expenditure and service reports using forms and procedures prescribed by OHA. Reports shall be submitted electronically to amhcontract.administrator@state.or.us no later than 45 calendar days following the end of each subject term.

4. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

- a. Calculation of Financial Assistance: The funds awarded for Exhibit MHS 37 – MHPP Services are intended to be general financial assistance to County for Exhibit MHS 37 – MHPP Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of Exhibit MHS 37 – MHPP Services on a per unit basis, so long as the County offers and delivers Exhibit MHS 37 – MHPP Services as part of its CMHP. The total OHA financial assistance for all Exhibit MHS 37 – MHPP Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” shall not exceed the total funds awarded for Exhibit MHS 37 – MHPP Services as specified in that line of the Financial Assistance Award.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the financial assistance awarded for Exhibit MHS 37 – MHPP Services, provided under a particular line of the Financial Assistance Award, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with the “Special Reporting Requirements” section above;

- (2) OHA may, upon written request of County, adjust monthly allotments; and
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for Exhibit MHS 37 – MHPP Services provided under that line of the Financial Assistance Award.
- c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of Exhibit MHS 37 – MHPP Services by County as part of its CMHP based on the delivery of Exhibit MHS 37 – MHPP Services as properly reported in accordance with “Special Reporting Requirements” section above.

**Exhibit MHS 37 – Parent Child Interaction Therapy Services (PCIT)
To MHS 37 Service Description
MHS Special Projects**

1. Service Description

Exhibit MHS 37 – Parent Child Interaction Therapy (Exhibit MHS 37 – PCIT) Services are intended to meet the goals of the Oregon Early Learning System as described in ORS 417.727 and to serve children 2 through 7 years of age, and their parents, when the children have significant social, emotional, or behavioral disorders. In Parent Child Interaction Therapy (PCIT), caregivers are taught specific skills to establish or strengthen a nurturing and secure relationship with their child, while encouraging pro-social behavior and decreasing maladaptive behavior. Ideally, during coaching sessions, the therapist observes the interaction from behind a one-way mirror and provides guidance to the parent through a wireless communication system. The funds provided through this Agreement for Exhibit MHS 37 – PCIT Services are for the purpose of supporting the infrastructure in PCIT or other OHA approved evidence based practice. Funding may also be used to serve children in this age group in need of these mental health Services who are not Medicaid eligible and who have no other resources to pay for services.

All Services delivered under this Agreement as part of this special project must:

- a. Be provided in a culturally competent manner, including sensitivity to family, language, race, and ethnicity;
- b. Implement the evidence based practice PCIT in appropriate clinic space using appropriate PCIT tools, with fidelity review by OHA or an OHA approved entity, and provision of services to families;
- c. Demonstrate outreach to and access by identified ethnic, linguistic, or cultural minorities; and
- d. Demonstrate collaboration with early learning hubs and other early childhood serving partners.

County shall work with OHA identified trainer(s) to qualify two or more mental health clinicians in PCIT certification and at least one of these clinicians shall be from an OHA identified ethnic, cultural, or linguistic population or have experience with the population.

Definitions:

Parent Child Interaction Therapy (PCIT) – is a form of mental health therapy developed by Sheila Eyberg for children ages 2 through 7 and their caregivers. It emphasis relationship enhancement and behavior modification training. PCIT requires intensive training by mental health professionals. <http://www.pcit.org/therapist-requirements.html>.

Eyberg Child Behavior Inventory (ECBI) – is a parent-rating scale that is used to assess both the frequency of child disruptive behaviors and the extent to which the parent finds the child’s behavior troublesome.

The Dyadic Parent-Child Interaction Coding System (DPICS) – is designed to assess parent-child social interactions, providing a guide for treatment decisions and measure of behavioral change in Parent Child Interaction Therapy.

Fidelity – is the extent to which delivery of an intervention adheres to the protocol or program model originally developed and supported by research.

National Provider Identifier (NPI) – is a unique 10-digit identification number issued to health care providers in the United States by the Centers for Medicare and Medicaid Services (CMS).

2. **Performance Requirements**

Providers of Exhibit MHS 37 – PCIT Services shall:

- a. Require each clinician trained in PCIT to provide PCIT services to 10 or more families for 4 or more sessions per family, on average, each fiscal year;
- b. Eight or more times per quarter, coordinate, collaborate, and otherwise participate actively in regularly scheduled meetings with the local Oregon Early Learning Systems, primary care service providers, and local referral sources for families with the empirically demonstrated risk factors that include:
 - (1) A combination of demographic, child, family, and environmental risks such as single parent; receiving public assistance; lack of employment, current education or job training; being a teen parent; or lack of school diploma or general equivalency diploma (GED);
 - (2) Children with the known circumstances to place them at risk, including placement in foster care; having an incarcerated parent; or homelessness;
 - (3) Children whose parents have factors known to place children at risk, including parental mental health issues; depression; substance abuse; and domestic violence; and
 - (4) Other referral sources for families who are not eligible for Services through the Oregon Health Plan.
- c. Collaborate to develop and implement plans with members from an OHA identified cultural, ethnic or linguistic minority community and a family-run organization to link and retain family members from the OHA identified population and other appropriate groups with PCIT Services;
- d. Provide planning, outreach, and implementation of culturally, linguistically, and ethnically appropriate PCIT Services. Serve ethnically diverse families in the same proportion as is represented in the county;
- e. Implement any necessary incentives to engage and maintain families in treatment;
- f. Develop information and referral processes for family members to the local community support organizations;
- g. Require PCIT trained clinicians to actively provide PCIT to families on their caseloads and to consistently attend PCIT consultation as per trainer recommendations to maintain treatment fidelity;

- h. Establish and maintain information pertinent to fidelity reviews including:
 - (1) Content and hours of clinician training, support and supervision. The training guidelines are disseminated by the National PCIT Training Committee and posted on the PCIT International website located at <http://www.pcit.org/initial-therapist-training.html>;
 - (2) Evidence of data-driven treatment decisions and the development of performance expectations through the use of the Eyberg Child Behavior Inventory, and the Dyadic Parent-Child Interaction Coding System which is documented in the Electronic Health Records (EHR) of Individuals and in reports to OHA;
 - (3) Use of most current PCIT coding manuals and protocols for implementing the practice; and
 - (4) Maintain appropriate PCIT specific clinic space; stripped down room, one-way mirrors, equipment, and a range of developmentally appropriate toys for the children.
- i. Participate in one or more fidelity reviews each fiscal year by OHA or an OHA-approved external entity and implement required changes; and
- j. Collaborate to develop and attend an Annual Oregon PCIT conference, and support the implementation of state and local systems of care and other behavioral health cross systems projects.

3. **Reporting Requirements**

All Individuals receiving Exhibit MHS 37 – PCIT Services with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO] or a Coordinated Care Organization [CCO]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. **Special Reporting Requirements**

- a. Each Provider of MHS 37 – PCIT Services shall electronically submit to amhcontract.administrator@state.or.us written quarterly reports no later than 45 calendar days after the end of each subject quarter using forms and procedures prescribed by OHA.

Quarterly reports shall include the following:

- (1) Completion of the data reporting form developed by OHA in conjunction with County PCIT Providers, which includes child, family and progress data, and PCIT specific expenditures.
 - (2) PCIT narrative form that includes, but is not limited to the following:
 - (a) Outreach efforts, including those to an OHA identified cultural, ethnic or linguistic minority community;
 - (b) Project accomplishments and challenges; and
 - (c) Two case examples describing child behaviors, family challenges and changes accomplished through implementation of PCIT, and noteworthy skill development noticed by clinicians.
 - (3) Names of therapists in training and trained, including the following information:
 - (a) Identified ethnic, cultural or linguistic population, or those with experience with the population and other specialties;
 - (b) Therapists National Provider Identification (NPI) registry numbers; and
 - (c) Trainings attended with dates and level of training.
 - (4) County’s awarded agency level PCIT trainer funding in the special conditions attached to this Agreement shall:
 - (a) Submit documentation that trainer is qualified to provide staff training through PCIT International or UC Davis;
 - (b) Report the number of therapists receiving direct initial PCIT training along with their names and NPI numbers;
 - (c) Track and report the number of PCIT trainees meeting PCIT International qualifications for certification; and
 - (d) Document and report the PCIT specific training expenditures.
- b. Providers shall prepare and submit electronically to amhcontract.administrator@state.or.us written annual summary reports of project accomplishments and challenges and a narrative interpretation of project data on outcomes, including fidelity review outcomes, no later than 45 calendar days after the end of each subject fiscal year using forms and procedures prescribed by OHA.

5. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

OHA provides financial assistance for Exhibit MHS 37 – PCIT Services through Part A awards. The award is set forth in Exhibit C, “Financial Assistance Award,” in Exhibit MHS 37 – PCIT Services lines in which column “Part ABC” will contain an “A” for Part A awards.

- a. Calculation of Financial Assistance: The Part A awards for Exhibit MHS 37 – PCIT Services are intended to be general financial assistance to the County for Exhibit MHS 37 – PCIT Services with funds provided through this Agreement.

The total OHA financial assistance for all Exhibit MHS 37 – PCIT Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” shall not exceed the total funds awarded for Exhibit MHS 37 – PCIT Services as specified in that line of the Financial Assistance Award.

- b. Disbursement of Funds: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A awards for Exhibit MHS 37 – PCIT Services delivered under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through the quarterly reports or failure to provide Services to fidelity in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above;
- (2) OHA may, after 30 days (unless parties agree otherwise) written notice to County, adjust monthly allotments to meet cash flow requirements for continued delivery of Exhibit MHS 37 – PCIT Services described herein;
- (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for Exhibit MHS 37 – PCIT Services provided under that line of the Financial Assistance Award; and
- (4) OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – PCIT Services not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for Exhibit MHS 37 – PCIT Services, or termination of County’s obligation to include the Program Area in which Exhibit MHS 37 – PCIT Services fall in its CMHP.

- c. Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project described herein by County as part of its CMHP and satisfaction of the minimum performance requirements in accordance with the “Performance Requirements” section above and in any special conditions, if applicable, based on the delivery of Exhibit MHS 37 – PCIT Services as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

**Exhibit MHS 37 – Peer Delivered Services (PDS)
To MHS 37 Service Description
MHS Special Projects**

1. **Service Description**

Exhibit MHS 37 – Peer Delivered Services (Exhibit MHS 37 – PDS) will assist the establishment or expansion of Peer Delivered Services (PDS) in a specified geographic area for the period of this Agreement. PDS means an array of agency or community-based services and supports provided by peers, Peer Wellness Specialists (PWS), and Peer Support Specialists (PSS), including Family Support Specialists and Youth Support Specialists, to Individuals or family members with similar lived experience and that are designed to support the needs of Individuals and families as applicable.

Peer Support Specialists are experientially credentialed individuals who have successfully engaged in their own or their child’s recovery and demonstrate the core competencies for Peer Support Specialists as defined by OHA’s administrative rules, Traditional Health Worker Commission, and the Office of Equity and Inclusion and ORS 414.635 through 414.665. PSS and PWS shall deliver PDS, under the supervision of a qualified Clinical Supervisor, and are listed on the Traditional Worker Registry to provide services for that identified consumer population, as found at <https://traditionalhealthworkerregistry.oregon.gov>.

2. **Performance Requirements**

County shall use the funds awarded through this Agreement for Exhibit MHS 37 – PDS to implement PDS in a manner that benefits Individuals with mental health conditions.

3. **Special Reporting Requirements**

County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly reports no later than 45 calendar days following the end of each subject quarter during the period for which financial assistance is awarded through this Agreement. Quarterly reports must be prepared using forms and procedures prescribed by OHA and include the following information:

- a. Amount of funds spent as of the end of the reporting period;
- b. Description of PDS implementation progress, technical assistance needs, and any relevant implementation challenges;
- c. Number of Individuals with mental health conditions who were trained as PSS or PWS during the reporting period;
- d. Number of Individuals with mental health conditions who received PDS during the reporting period; and
- e. Outcome measures to include:
 - (1) Shortened psychiatric and addiction related hospital stays or reduced admissions to the emergency department due to psychiatric crisis;
 - (2) Improved ability to work towards recovery or establish a recovery plan;
 - (3) Reduced crisis events;
 - (4) Improved quality of life as identified by the Individuals receiving Services;
 - (5) Increased ability to advocate for themselves or, in the case of youth, increased ability for youth and their families to advocate for themselves and their family;

- (6) Increase in a social support system;
- (7) Work and education status maintenance or improvement for adults;
- (8) School attendance and academic improvement for youth; and
- (9) Number of out-of-home placements in the past 90 calendar days.

4. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for Exhibit MHS 37 – PDS through Part A awards. The Award is set forth in Exhibit C, “Financial Assistance Award,” in Exhibit MHS 37 – PDS lines in which column “Part ABC” will contain an “A” for Part A award.

The Part A award financial assistance will be calculated, disbursed, and settled as follows:

- a. **Calculation of Financial Assistance:** The Part A awards for Exhibit MHS 37 – PDS are intended to be general financial assistance to the County for Exhibit MHS 37 – PDS. Accordingly, OHA will not track delivery of Exhibit MHS 37 – PDS or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. The total OHA financial assistance for all Exhibit MHS 37 – PDS delivered under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” shall not exceed the total funds awarded for Exhibit MHS 37 – PDS as specified in that line of the Financial Assistance Award.
- b. **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the financial assistance awarded for Exhibit MHS 37 – PDS provided under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments;
 - (2) Upon amendment to the Financial Assistance Award, OHA will adjust monthly allotments as necessary to reflect changes in the funds awarded for Exhibit MHS 37 – PDS provided under that line of the Financial Assistance Award; and
 - (3) OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – PDS that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for Exhibit MHS 37 – PDS, or termination of County’s obligation to include the Program Area in which Exhibit MHS 37 – PDS fall in its CMHP.
- c. **Agreement Settlement:** Agreement Settlement will be used to confirm the implementation of Exhibit MHS 37 – PDS based on the delivery of Exhibit MHS 37 – PDS as properly reported in accordance with the “Special Reporting Requirements” section above.

**Exhibit MHS 37 - Rental Assistance Program Services
To MHS 37 Service Description
MHS Special Project**

1. Service Description

Exhibit MHS 37 – Rental Assistance Program Services (MHS 37 – RAS) allow Individuals to live as independently as possible in the community and to access the appropriate support services on a voluntary basis.

Exhibit MHS 37 – RAS are intended to assist individuals who are 18 years of age or older with Serious Mental Illness (SMI), as defined in OAR 309-032-0311(17), and who meet at least one of the following criteria in paying for rental housing:

- a. Transitioning from the Oregon State Hospital;
- b. Transitioning from a licensed residential setting;
- c. Without supported housing are at risk of reentering a licensed residential or hospital setting. For purposes of this special project, supported housing is a combination of financial assistance and supportive services that allows an Individual to live as independently as possible in their own home;
- d. Homeless as defined in 42 U.S.C. § 11302; or
- e. At risk of being homeless.

2. Performance Requirements

- a. Exhibit MHS 37 – RAS include financial assistance for a residential specialist position and a peer support specialist position. For purposes of this special project, the residential and peer support specialist positions shall be responsible for coordinating the program components such as application process, finding a rental unit, and payments to the landlord; and the support service components including, but not limited to, financial budgeting, community navigation, and maintaining healthy relationships, which supports Individuals in their ability to live as independently as possible in the community. These allotments shall not be used to pay any other staff position.
- b. Exhibit MHS 37 – RAS financial assistance per Individual will be set by program and will not exceed the HUD Fair Market Rent (FMR). Exceptions may be granted with OHA pre-approval. Financial assistance for rental assistance made on behalf of Individuals covers payment to landlords or specific vendors for a portion of the monthly rent, or payment to specific vendors for resident utility expenses.
- c. Move-in expense financial assistance will be based on the Individual’s need and determined by the program. Financial assistance for move-in costs may include cleaning and security deposits, pet deposits, and outstanding utility bills.
- d. County shall annually inspect or have inspected rental housing units subject to this special project to assure units pass the criteria outlined in the OHA approved Housing Condition Checklist located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.
- e. County shall coordinate with Coordinated Care Organizations (CCO) and Community Mental Health Programs (CMHP) to develop a plan to bill for Medicaid eligible services.

- f. Administrative costs shall not exceed 15% of total operating budget. Eligible administrative costs include:
 - (1) Financial assistance for Exhibit MHS 37 – RAS data collection and documentation of service delivery in compliance with state and federal requirements; and
 - (2) Financial assistance for housing inspection services, accounting services, computer upgrades, supervision of program staff, expenses associated with program office space, and other appropriate office expense.
- g. Utilization requirements for Exhibit MHS 37 – RAS providers will be identified in a special condition in a particular line of Exhibit C, “Financial Assistance Award.”
- h. County Compliance: No more than 25% of units in a building or complex of buildings may be reserved for tenants with SMI referred by the state or its’ contractors or subcontractors. County or subcontractor shall make good faith, reasonable best efforts to facilitate the use of those units by persons with SMI. The remaining housing is available to all Individuals in conformance with Fair Housing and other related laws.
- i. Compliance with criteria in the Contractor’s application and this Agreement is equally binding.
- j. County may contract with subcontractors subject to prior review and approval by OHA.

3. Special Reporting Requirements

- a. For each calendar quarter (or portion thereof) during the period for which financial assistance is provided under this Agreement for Exhibit MHS 37 – RAS, County shall electronically submit to amhcontract.administrator@state.or.us written quarterly reports on the delivery of Exhibit MHS 37 – RAS no later than 45 calendar days after the end of each subject quarter using forms and procedures prescribed by OHA.
- b. Information and data as required on the OHA provided reporting template.
- c. For financial settlement use, the following information shall be included for both monthly and subject quarter totals on each report:
 - (1) Amount expended for move-in and barrier removal services;
 - (2) Amount expended for housing rental; and
 - (3) Amount expended for staff positions and administration.

4. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

OHA provides financial assistance for Exhibit MHS 37 – RAS through Part A awards. The award is set forth in Exhibit C, “Financial Assistance Award,” in Exhibit MHS 37 – RAS lines in which column “Part ABC” contains an “A” for Part A awards.

The Part A awards will be calculated, disbursed, and settled as follows:

- a. Calculation of Financial Assistance: The Part A awards for Exhibit MHS 37 – RAS containing an “A” from funds identified in that line are provided in an amount equal to the amount of cash assistance actually paid by County on behalf of the Individuals for services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all Exhibit MHS 37 – RAS delivered under a particular line of the Financial Assistance Award containing an “A” shall not exceed the total financial assistance for Exhibit MHS 37 – RAS as specified in that line of the Financial Assistance Award.

- b.** Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A funds for Exhibit MHS 37 – RAS provided under a particular line of the Financial Assistance Award containing an “A” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (1) OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used financial assistance identified through required reports in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above;
 - (2) OHA may, upon written request of County, adjust monthly allotments;
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the financial assistance made for Exhibit MHS 37 – RAS provided under that line of the Financial Assistance Award; and
 - (4) OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – RAS that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for Exhibit MHS 37 – RAS, or termination of County’s obligation to provide Exhibit MHS 37 – RAS.
- c.** Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA financial assistance provided for Exhibit MHS 37 – RAS under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” and amounts due for such services based on the cash assistance paid on behalf of the program providers for rental assistance, barrier removal, move-in expenses, program staff funds expended, and administration of this special project as properly reported in accordance with the “Special Reporting Requirements” section above and subject to the utilization requirements in a special condition on that line of the Financial Assistance Award.

**Exhibit MHS 37 - Restorative Services
To MHS 37 Service Description
MHS Special Project**

1. **Service Description**

This Exhibit MHS 37 – Restorative Services special project will provide Restorative Services, as required by ORS 419C.378 through 491C.398 (House bill 2836) (2013 Regular Session), to Individuals who have been found by a court to be unfit to proceed in a proceeding initiated by a petition alleging jurisdiction under ORS 419C.005. These services shall be provided to aid the Individual in gaining or regaining fitness to proceed.

Definitions: For the purpose of this Agreement, the terms below have the following meanings:

Psycho-educational Curriculum means a curriculum designed to be administered to a Referred Individual with mental health needs.

Referred Individual means an OHA client 0 through 25 years of age, found by the court to be unfit to proceed in a proceeding initiated by a petition alleging jurisdiction under ORS 419C.005.

Restorative Service(s) means a planned, systematic program that focuses on helping each Referred Individual obtain and maintain the highest level of understanding and functional participation.

Restorative Services Curriculum means the standard material that is taught to all Referred Individuals ordered to participate in Restorative Services.

Restorative Service Episode means a consecutive 90 calendar day period of Restorative Service involvement.

2. **Performance Requirements**

- a. Provide Restorative Services to Referred Individuals found by the court to meet the Restorative Services special project criteria, pursuant to the “Service Description” section above, through the life of this Agreement.
- b. Retain service subscription necessary to provide telemedicine capabilities. Costs for telemedicine capabilities will be reimbursed by OHA as outlined in the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below.
- c. Administer Restorative Services to Referred Individuals throughout the State of Oregon in a location amenable to each Referred Individual’s current placement. Family travel expenses must be reimbursed by County when travel for the Referred Individual or Referred Individual’s family is required, as described in the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below.
- d. Evaluate the ability of the Referred Individual to:
 - (1) Understand the charges against the Referred Individual;
 - (2) Understand legal proceedings;
 - (3) Assist and cooperate with counsel in the Referred Individual’s defense;
 - (4) Participate in the Referred Individual’s own defense; and
 - (5) Make autonomous decisions.

- e. Develop and implement an OHA approved Psycho-educational Curriculum and teaching method for the purpose of evaluating and assisting each Referred Individual to gain or regain fitness to proceed. Curriculum and teaching methods must be adapted to meet each Referred Individual's specific needs. Prepare and submit to OHA a copy of the curriculum for review and approval no later than 60 calendar days after Agreement execution. The Psycho-education Curriculum must include, but is not limited to:
 - (1) An overview of the legal system and the nature of the adversarial process;
 - (2) Courtroom personnel;
 - (3) The legal and constitutional rights of a juvenile defendant;
 - (4) The charges specific to the Referred Individual and the potential outcomes if the Referred Individual is adjudicated on all counts; and
 - (5) Available pleas, plea bargains, and the possible outcomes of each plea.
- f. Initiate the provision of Restorative Services no later than 7 calendar days following court referral.
- g. Prepare a Restorative Services plan (Plan) no later than 21 calendar days following each court referral that considers the Referred Individual's specific needs to gain or regain fitness.
 - (1) County shall review documentation and information relevant to the Referred Individual's fitness to proceed in designing the Plan.
 - (2) The Plan must contain and consider the criteria by which the Referred Individual was found unfit to proceed as described in the forensic report submitted to the court.
 - (3) The Plan must contain a description of appropriate restorative services necessary to assist the Referred Individual in gaining or regaining fitness to proceed.
- h. Provide psycho-educational services for up to 6 hours per week while the Referred Individual is enrolled in Exhibit MHS 37 – Restorative Services.
 - (1) Service sessions must take place in a location and a time that is agreeable to the Referred Individual's current placement.
 - (2) Service sessions must take place in a location deemed safe and secure by County, the Referred Individual, and the Referred Individual's family.
 - (3) Coordinate with the Referred Individual and the Referred Individual's parent or guardian to arrange agreeable times and places for the provision of Exhibit MHS 37 – Restorative Services.
- i. Conduct an initial psychiatric evaluation at the beginning of each Restorative Service Episode. Communicate to the Referred Individual's court of jurisdiction, the Referred Individual's needs for medication management or mental health services.
- j. Prepare and submit a written report to the Referred Individual's court of jurisdiction no later than the end of each 90 day Restorative Service Episode that includes, but is not limited to:
 - (1) A summary of the Referred Individual's identified needs to gain or regain fitness to proceed at the time of referral;

- (2) A summary of the Referred Individual’s Plan and the nature of the Restorative Services received; and
 - (3) County’s opinion regarding whether or not the Referred Individual remains unfit to proceed and if, in County’s opinion, the Referred Individual remains unfit to proceed, the report must include an opinion as to whether or not the Referred Individual is likely to gain or regain fitness to proceed with continued participation in Restorative Services.
- k. Submit written reports to the court, prepared by a forensic evaluator currently certified by OHA.
 - l. Monitor the legal and procedural developments in the Referred Individual’s case by maintaining regular communication with the Referred Individual’s attorney from the time of referral until the completion of Restorative Services.
 - m. Maintain regular and frequent communication with the Referred Individual’s parent(s) or guardian(s) regarding the Referred Individual’s Restorative Services. Assist the Referred Individual’s parent(s) or guardian(s) in understanding the nature of Restorative Services, the juvenile court process, and the services that the Referred Individual is receiving. Seek, when appropriate, parental or guardian participation in service planning or implementation.
 - n. Provide up to 2 hours of additional Restorative Services each week, as necessary, for family support or communication with the Referred Individual’s legal team. Additional Restorative Services shall be conducted by a Qualified Mental Health Associate (QMHA) or a Qualified Mental Health Professional (QMHP).
 - o. Provide medically necessary medication management services for Referred Individuals ordered to receive Restorative Services who do not currently have a prescribing psychiatrist.
 - (1) Costs incurred must be billed to the Referred Individual’s insurance provider.
 - (2) Contractor shall bill OHA at the medication management rate, as listed in the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below, if a Referred Individual’s insurance provider does not cover the cost of medication management or the Referred Individual is uninsured.
 - p. When necessary, coordinate with the court to obtain necessary court-certified translation or linguistically appropriate services for a Referred Individual whose primary language is not English.

When translation or interpretation services are necessary, bill OHA for cost of translation or interpretation services.
 - q. Subcontract forensic evaluation services, when needed, for the purpose of generating reports to a Referred Individual’s court of jurisdiction.

When subcontracting evaluation and report writing services, only subcontract with evaluators certified by OHA to conduct forensic evaluations in the state of Oregon.
 - r. Testify in person, when requested by the court, regarding the services received by the Referred Individual and the Referred Individual’s current fitness to participate in court proceedings.

3. **Special Reporting Requirements**

County shall prepare and electronically submit to OHA at amhcontract.administrator@state.or.us:

- a. A written report on the County’s capacity to provide Restorative Services in all parts of the state no later than 60 calendar days following execution of this Agreement.
- b. A written report, with each invoice, containing the following information for each Referred Individual.
 - (1) Beginning date of Restorative Services;
 - (2) End date of services, if Restorative Services have been completed;
 - (3) Total hours of Restorative Services delivered;
 - (4) Referred Individual’s placement while Restorative Services were delivered; and
 - (5) The final court ruling regarding the Referred Individual’s status as fit to proceed or unfit to proceed without reason to believe that the Referred Individual will become fit with continued Restorative Services, if Restorative Services have been completed.
- c. Submit to OHA, no later than May 31, 2019, a written report summarizing the use of OHA program development funds as outlined in the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Report must include, but is not limited to, the following:
 - (1) The time and resources used for curriculum development;
 - (2) Employee training conducted by employees of County for the purpose of providing Restorative Services;
 - (3) Out of area trainings or conferences attended; and
 - (4) Other tasks and activities that contributed to the development of a statewide Restorative Service program.
- d. Revise and resubmit reports to OHA’s satisfaction, as needed.

4. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for Exhibit MHS 37 – Restorative Services through Part C allotments. The allotment is set forth in Exhibit C, “Financial Assistance Award,” for the Exhibit MHS-37 – Restorative Services lines that contain a “C” in column “Part ABC.”

The Part C allotments will be calculated, disbursed, and settled as follows:

- a. **Calculation of Financial Assistance:** The Part C allotments for Exhibit MHS 37 – Restorative Services are intended to be general financial assistance for Exhibit MHS 37 – Restorative Services provided through this Agreement. Accordingly, OHA may not track delivery of Exhibit MHS 37 – Restorative Services on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. The total OHA allotments made for all Exhibit MHS 37 – Restorative Services delivered under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” shall not exceed the total financial assistance awarded for Exhibit MHS 37 – Restorative Services as specified in that line of the Financial Assistance Award.

- b.** Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the financial assistance for Exhibit MHS 37 – Restorative Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County during the period specified in that line of the Financial Assistance Award, subject to the following:

County shall prepare and electronically submit a monthly written invoice to OHA at amhcontract.administrator@state.or.us no later than 45 calendar days following the end of each subject month. The invoice shall be all-inclusive of the services provided during the subject month, at the rate(s) shown below. County shall revise and resubmit invoices to OHA’s satisfaction.

(1) Program Development Costs

County shall, upon Agreement execution, submit a single invoice for the following one time financial assistance:

- (a)** Subscription fees for the use of a secure telemedicine server. Subscription fees must not exceed \$1,000 total under this Agreement.
- (b)** Program development costs up to \$20,000 as necessary to provide Restorative Services throughout the State of Oregon. Program development costs include any or all of the following:
 - i.** Curriculum development;
 - ii.** Producing and printing materials;
 - iii.** Internal training for the provision of Restorative Services;
 - iv.** Conferences or trainings; and
 - v.** Staff time for policy development.

(2) Restorative Services Costs

County’s monthly invoice shall include detailed Restorative Services delivered within the subject month for each Referred Individual participating in Restorative Services, per the rate schedule as follows:

- (a)** Standard rates for each Referred Individual.
 - i.** Psychiatric Assessment:
\$803.40 - one time per Referred Individual
 - ii.** Psychological testing and reports:
\$2,785.12 - one time per Referred Individual
 - iii.** Clerical Support:
\$48.41 - one time per Referred Individual
 - iv.** 6 hours Restorative Service training:
\$209.09 - per week

- (b)** Additional services as necessary and appropriate:
 - i.** Additional time for QMHP:
\$52.53 per hour
 - ii.** Additional time for QMHA:
\$30.90 per hour
 - iii.** Travel time for medical doctor:
\$267.80 per hour
 - iv.** Travel time for psychologist:
\$139.05 per hour
 - v.** Travel time for QMHP:
\$52.53 per hour
 - vi.** Travel time for QMHA:
\$30.90 per hour
 - vii.** Mileage for travel:
\$0.49 per mile
 - viii.** Medically necessary medication:
\$133.90 per week medication management (as appropriate)

(3) Family Travel Costs

County shall invoice for reimbursement of family travel costs (travel and other related expenses) at the rates specified in the Oregon Accounting Manual as of the date County incurred the expenses. The Oregon Accounting Manual is available at <http://www.oregon.gov/DAS/Financial/Acctng/pages/index.aspx>.

- (a)** OHA is not obligated to provide financial assistance for any invoice received 60 calendar days after the date of expiration or termination of this Agreement, whichever is earlier.
 - (b)** OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – Restorative Services that are not properly reported, in accordance with the “Special Reporting Requirements” section above, by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for Exhibit MHS 37 – Restorative Services, or termination of County’s obligation to provide Exhibit MHS 37 – Restorative Services.
- c.** Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of Exhibit MHS 37 – Restorative Services by County based on the data properly reported in accordance with the “Special Reporting Requirements” section above.

**Exhibit MHS 37 – School-Based Mental Health Services
To MHS 37 Service Description
MHS Special Projects**

1. Service Description

The OHA School-Based Mental Health project, using compiled data, identified schools with students (Individuals) who have a high, unmet mental health need and high reports of mental health symptoms and risk factors. County shall provide Exhibit MHS 37 – School-Based Mental Health Services to the identified schools, who are not affiliated with a School-Based Health Center providing mental health services.

2. Performance Requirements

- a. To decrease barriers to accessing mental health services, providers of Exhibit MHS 37 – School-Based Mental Health Services shall provide either mental health care coordination or school-based direct clinical services or both, depending on the needs of the community, as follows:
 - (1) Provide care coordination for Individuals referred due to truancy, behavioral issues, or symptoms of mental illness. Meet with the Individual and family to complete a behavioral health risk assessment and facilitate access to appropriate mental health services, medical services, and other needed resources in the community.
 - (2) Provide school-based clinical services for rapid and easily accessible mental health treatment, facilitate mental health wellness groups, or provision of other clinical services as needed with the school.
- b. Through collaboration with the school, ensure that there is an easily accessible integrated mechanism for Individuals to report incidents of violence or plans by other children, adolescents, or adults to commit violence.
- c. Provider shall ensure that the identified clinicians providing Exhibit MHS 37 – School-Based Mental Health Services are trained in suicide intervention and prevention such as Applied Suicide Intervention Training (ASIST).
- d. If County lacks qualified Providers to deliver Exhibit MHS 37 – School-Based Mental Health Services, County shall implement a plan for the provision of Services in consultation with OHA.
- e. If County would like to provide services to other schools in addition to the identified schools, they may negotiate this with OHA.
- f. If schools identified as having Individuals with a high unmet mental health need decline services, OHA reserves the right to reduce funding based on inability of the County to deliver Exhibit MHS 37 – School-Based Mental Health Services to identified schools.
- g. These funds support mental health clinicians to be located in the school for the purpose of mental health outreach, engagement, and consultation with school personnel. Medicaid billable services must be paid for by Medicaid. Funding may be used to serve Individuals experiencing acute psychiatric distress and who are not Medicaid eligible and who have no other resources to pay for the Services.

3. **Reporting Requirements**

All individuals receiving Exhibit MHS 37 – School-Based Mental Health Services with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. **Special Reporting Requirements**

Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly reports no later than 45 calendar days following the end of each quarter for which financial assistance is awarded through this Agreement.

Each written report shall include:

- a. A summary of number of Individuals served, project accomplishments, and challenges;
- b. The names and National Provider Index numbers of each Provider designated to provide the Exhibit MHS 37 – School-Based Mental Health Services; and
- c. A list of Oregon Health Plan client IDs of Individuals served through this special project.

5. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

OHA provides financial assistance for Exhibit MHS 37 – School-Based Mental Health Services through Part A awards. The award is set forth in Exhibit C, “Financial Assistance Award,” in Exhibit MHS 37 – School-Based Mental Health Services lines in which column “Part ABC” will contain an “A” for Part A awards.

The Part A awards will be calculated, disbursed, and settled as follows:

- a. Calculation of Financial Assistance: The Part A awards for Exhibit MHS 37 – School-Based Mental Health Services are intended to be general financial assistance to the County for this special project with funds provided through this Agreement. Accordingly, OHA will not track delivery of Exhibit MHS 37 – School-Based Mental Health Services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. The total OHA financial assistance for all Exhibit MHS 37 – School-Based Mental Health Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” shall not exceed the total funds awarded for this special project as specified in that line of the Financial Assistance Award.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A awards for Exhibit MHS 37 – School-Based Mental Health Services provided under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments;
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for this special project on that line of the Financial Assistance Award; and
 - (3) OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – School-Based Mental Health Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for Exhibit MHS 37 – School-Based Mental Health Services, or termination of County’s obligation to include the Program Area in which Exhibit MHS 37 – School-Based Mental Health Services fall in its CMHP.
- c. Agreement Settlement: Agreement Settlement will be used to confirm implementation of this special project as described herein based on data, as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above and demonstration of designation of appropriate personnel to this special project.

**Exhibit MHS 37 – Start-Up
To MHS 37 Service Description
MHS Special Project**

1. Service Description

The funds awarded for this special project, Exhibit MHS 37 – Start-Up, must be used for Start-Up activities as described in a special condition in Exhibit C, “Financial Assistance Award,” and Exhibit J, “Start-Up Procedures.” For purposes of this special project description, Start-Up activities are activities necessary to begin, expand, or improve Mental Health Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded for Exhibit MHS 37 – Start-Up may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow the procedures as prescribed by that unit.

Exhibit MHS 37 – Start-Up funds are typically disbursed prior to initiation of Services and are used to cover approved, allowable Start-Up expenditures, as described in Exhibit J, that will be needed to provide the Services planned and delivered at the specified site(s).

2. Performance Requirements

The funds awarded for Exhibit MHS 37 – Start-Up must be expended only in accordance with Exhibit J, “Start-Up Procedures,” which is incorporated herein by this reference.

3. Special Reporting Requirements

Using the OHA prescribed “Start-Up Request & Expenditure Form,” the County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, “Financial Assistance Award.” The reports must be prepared in accordance with forms prescribed by OHA and the procedures described in Exhibit J, “Start-Up Procedures.”

4. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

a. Financial Assistance Calculation: OHA will provide financial assistance for Exhibit MHS 37 – Start-Up from funds identified in a particular line of Exhibit C, “Financial Assistance Award,” in an amount equal to the amount requested on the Start-Up form submitted by County, subject to the requirements of Exhibit J, “Start-Up Procedures.” The total OHA financial assistance for all Exhibit MHS 37 – Start-Up activities described herein under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for Exhibit MHS 37 – Start-Up as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance:

(1) Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the funds awarded for Exhibit MHS 37 – Start-Up in a particular line of the Financial Assistance Award after OHA’s receipt, review, and approval of County’s properly completed “Start-Up Request & Expenditure Form,” as described in and in accordance with Exhibit J, “Start-Up Procedures.”

- (2) After execution of the Agreement or any amendment(s) for Start-Up disbursements, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.
- c. Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Exhibit MHS 37 – Start-Up and amounts due for Exhibit MHS 37 – Start-Up based on actual allowable expenditures incurred in accordance with this Exhibit MHS 37 – Start-Up and Exhibit J, “Start-Up Procedures.”
- County shall submit all Start-Up Request & Expenditure Reports at the level of detail prescribed by OHA. Any reports not submitted by 45 calendar days after the expiration or termination date of this Agreement shall not be accepted nor any funds owed by OHA.

**Exhibit MHS 37 – Young Adult Hub Programs (YAHP)
To MHS 37 Service Description
MHS Special Projects**

1. Service Description

Exhibit MHS 37 – Young Adult Hub Programs (Exhibit MHS 37 – YAHP) are designed to reach out to, engage, and support extremely distressed and marginalized young adults (Individuals) 14 through 24 years of age with Mental Health conditions, particularly those that are disconnected from services or who have no other resources to pay for services.

2. Performance Requirements

- a.** In addition to any other requirements that may be established by rule of the Oregon Health Authority, each Community Mental Health Program (CMHP), subject to the availability of funds, shall provide the following services to Individuals with mental or emotional disturbances:
- (1) Screening and evaluation to determine the Individuals’ service needs;
 - (2) Crisis stabilization to meet the needs of Individuals with acute mental or emotional disturbances, including the costs of investigations and prehearing detention in community hospitals or other facilities approved by OHA for Individuals involved in involuntary commitment procedures;
 - (3) Vocational and social services that are appropriate for the Individuals age, designed to improve the Individuals vocational, social, educational and recreational functioning;
 - (4) Continuity of care to link the Individual to housing and appropriate and available health and social service needs;
 - (5) Psychiatric care in state and community hospitals;
 - (6) Residential services;
 - (7) Medication monitoring;
 - (8) Individual, family and group counseling and therapy;
 - (9) Public education and information;
 - (10) Prevention of mental or emotional disturbances and promotion of mental health; and
 - (11) Consultation with other community agencies.
- b.** Preventive mental health services for Individuals, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional, behavioral and cognitive disorders in children (Individuals). As used in this paragraph:
- (1) Early identification means detecting emotional disturbance in its initial developmental stage;

- (2) Early intervention services for Individuals at risk of later development of emotional disturbances means programs and activities for Individuals and their families that promote conditions, opportunities and experiences that encourage and develop emotional stability, self-sufficiency and increased personal competence; and
 - (3) Primary prevention efforts means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop.
- c. **Eligible Population:** Individuals 14 through 24 years of age who have been:
- (1) Served in Psychiatric Residential Treatment Services, Secure Adolescent Inpatient Programs;
 - (2) Chronically involved in state systems of mental health care and who are in need of intensive community supports;
 - (3) Impacted by a mental health diagnosis and/or extreme social distress so that their ability to be successful in age appropriate activities is impaired, or has led to interface with the criminal justice system; and
 - (4) Disconnected from resources to such an extent that they are unlikely to access Medicaid and privately insured services through an outpatient program.
- d. **Provide Clinical, Social, and Residential Services:** Community-based services and supports include, but are not limited to:
- (1) Outreach and engagement of very high need, high risk Individuals: lesbian, gay, bisexual or transgender (LGBT) youth, young adults with high suicide risk, and other extremely marginalized young people;
 - (2) Recovery oriented, young adult centered planning;
 - (3) Creation of social support systems;
 - (4) Rapid access to psychiatric and counseling services;
 - (5) Coaching on rights regarding access to employment, school, housing, and additional resources;
 - (6) Access to local teams including licensed medical professionals (psychiatrists or psychiatric nurse practitioners), clinical case managers, supported employment specialists, and occupational therapists;
 - (7) Peer support provided by young adult peers, participatory decision-making;
 - (8) Meaningful Individuals engagement in program, community, and leadership activities; and
 - (9) Skill development.

County shall assist the Individual in accessing and maintaining resources that fit his or her goals. Such resources may include supported employment, housing, educational support, primary care, psychiatric services, addictions services, navigation of outside supports and services, family mentoring and mediation, and family finding through the use of a family finding service, among others.

e. Who Can Provide These Services?

Community Mental Health Staff, including the following:

- (1) Licensed Medical Professionals (psychiatrists or psychiatric nurse practitioners);
- (2) QMHP/Therapists;
- (3) Clinical Case Managers;
- (4) Supported Employment/Education Specialists;
- (5) Occupational Therapists;
- (6) Young Adult Peer Support Specialist; and
- (7) Family Support Specialist.

3. Reporting Requirements

All Individuals receiving Exhibit MHS 37 – YAHP services with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. Special Reporting Requirements

Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly reports or Qualtrix surveys no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Each quarterly report shall provide the following information for each subject quarter:

- a. Number of Individuals served and their demographic information;
- b. Levels of utilization of the TIP model within the program;
- c. Measure outcomes on the Individuals prior to admission in Exhibit MHS 37 – YAHP, quarterly, and upon discharge in order to determine whether there is an increase or decrease in the following domains:
 - (1) Employment and career;
 - (2) Education;
 - (3) Living situation;
 - (4) Personal effectiveness and wellbeing;
 - (5) Community and life functioning; and
 - (6) Reduction in acute care services.

5. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

OHA provides financial assistance for Exhibit MHS 37 – YAHP services through Part A awards. The award is set forth in Exhibit C, “Financial Assistance Award,” in Exhibit MHS 37 – YAHP lines in which column “Part ABC” will contain an “A” for Part A award.

The Part A awards will be calculated, disbursed, and settled as follows:

- a. Calculation of Financial Assistance: The Part A awards for Exhibit MHS 37 – YAHP are intended to be general financial assistance to the County for this special project with funds provided through this Agreement. Accordingly, OHA will not track delivery of Exhibit MHS 37 – YAHP services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above and the utilization requirements as set forth in the special condition specified as identified in that line of Exhibit C, “Financial Assistance Award,” have been met. The total OHA financial assistance for all Exhibit MHS 37 – YAHP services delivered under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” shall not exceed the total funds awarded for this special project as specified in that line of the Financial Assistance Award.

- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A awards for Exhibit MHS 37 – YAHP services provided under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

OHA may, upon written request of County, adjust monthly allotments;

- (1) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for Exhibit MHS 37 – YAHP services provided under that line of the Financial Assistance Award;
 - (2) OHA may, after 30 days (unless parties agree otherwise) written notice to County, suspend future monthly allotments pending receipt of complete and accurate quarterly reports in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above and acceptable progress toward the utilization requirements as set forth in a special condition on that line of Exhibit C, “Financial Assistance Award;”
 - (3) OHA reserves the right to reduce funding for Exhibit MHS 37 – YAHP services based on progress toward project implementation and number of Individuals served as reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above; and
 - (4) OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – YAHP services delivered to Individuals who are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for Exhibit MHS 37 – YAHP services, or termination of County’s obligation to include the Program Area in which Exhibit MHS 37 – YAHP services fall in its CMHP.
- c. Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project as described herein based on data properly in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

25. Service Name: **SUPPORTED EMPLOYMENT SERVICES**

Service ID Code: **MHS 38**

a. Service Description

(1) Provide Individual Placement and Support (IPS) Supported Employment Services consistent with the Dartmouth IPS Supported Employment Fidelity Model. The Dartmouth IPS Supported Employment Fidelity Review Manual can be found at: https://www.ipsworks.org/wp-content/uploads/2016/03/ips-fidelity-manual-3rd-edition_2-4-16.pdf.

(2) **Definitions:**

Competitive Integrated Employment means full-time or part time work: at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

Division approved reviewer means the Oregon Supported Employment Center of Excellence (OSECE). OSECE is OHA's contractual entity that is responsible for conducting Supported Employment fidelity reviews, training, and technical assistance to support new and existing Supported Employment programs statewide.

Supported Employment Services are individualized services that assist Individuals to obtain and maintain integrated, paid, competitive employment. Supported employment services are provided in a manner that seeks to allow Individuals to work the maximum number of hours consistent with their preferences, interests and abilities and are individually planned, based on person-centered planning principles and evidence-based practices.

b. Performance Requirements

County shall provide MHS 38 – Supported Employment Services in a manner that is consistent with fidelity standards established in OAR 309-019-0100 and is consistent with County's Local Plan as per ORS 430.630. If County lacks qualified Providers to deliver Supported Employment Services, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 38 – Supported Employment Services. MHS 38 – Supported Employment Services must be provided by Providers meeting Supported Employment fidelity scale standards, located at <http://www.oregon.gov/OHA/HSD/AMH/pages/reporting-reqs.aspx>.

c. Reporting Requirements

All Individuals receiving MHS 38 – Supported Employment Services with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us

d. Special Reporting Requirements

- (1) A Provider delivering MHS 38 – Supported Employment Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual enrolled in the Oregon Health Plan.
- (2) Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly summary reports on the delivery of MHS 38 – Supported Employment Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Quarterly reports shall include, but are not limited to:

- (a) Individuals with Serious Mental Illness (SMI) who receive MHS 38 – Supported Employment Services who are employed in Competitive Integrated Employment, as defined above;

- (b) Individuals with SMI who no longer need Supported Employment Services from a supported employment specialist; and
- (c) Individuals with Serious and Persistent Mental Illness (SPMI) who received Supported Employment Services as part of an Assertive Community Treatment (ACT) Program.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement**

OHA provides financial assistance for MHS 38 – Supported Employment Services through Part A awards. The award is set forth in Exhibit C, “Financial Assistance Award,” in MHS 38 – Supported Employment Services lines in which column “Part ABC” will contain an “A” for Part A award.

The Part A awards will be calculated, disbursed, and settled as follows:

- (1) **Calculation of Financial Assistance:** The Part A awards for MHS 38 – Supported Employment Services are intended to be general financial assistance to the County for this special project with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 38 – Supported Employment Services on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. The total OHA financial assistance for all MHS 38 – Supported Employment Services provided under a particular line of the Financial Assistance Award, containing an “A” in column “Part ABC,” shall not exceed the total funds awarded for this special project as specified in that line of the Financial Assistance Award.
- (2) **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A awards for MSH 38 – Supported Employment Services provided under a particular line of the Financial Assistance Award, subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for this special project on that line of the Financial Assistance Award;
 - (c) OHA is not obligated to provide financial assistance for any MHS 38 – Supported Employment Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 38 – Supported Employment Services , or termination of County’s obligation to include the Program Area in which MHS 38 – Supported Employment Services fall in its CMHP; and

- (d) OHA may reduce the financial assistance for MHS 38 – Supported Employment Services delivered under a particular line of Exhibit C, “Financial Assistance Award,” by the amount of one month’s funding per month with missing reporting requirements in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above. Upon County submission of missing reports, OHA may restore the month of funding that was removed through an Agreement Amendment.
- (3) Agreement Settlement: Agreement Settlement will be used to confirm implementation of MHS 38 – Supported Employment Services as described herein based on data as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above.

26. Service Name: **PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES**

Service ID Code: **MHS 39**

a. Service Description

The PATH program is designed to support the delivery of eligible services to Individuals who: are homeless or at imminent risk of homelessness; and have a serious mental illness or co-occurring serious mental illness and substance use disorder.

Eligible Services, not otherwise covered by another resource, are as follows:

- (1) Outreach services;
- (2) Screening and diagnostic treatment services;
- (3) Habilitation and rehabilitation services;
- (4) Community mental health services;
- (5) Substance use disorder treatment services;
- (6) Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where Individuals who are homeless require services;
- (7) Case management services, including:
 - (a) Preparing a plan for the provision of community mental health and other supportive services to the eligible Individual and reviewing such plan not less than once every three months;
 - (b) Providing assistance in obtaining and coordinating social and maintenance services for eligible Individuals, including services relating to daily living activities, personal financial planning, transportation services, habilitation and rehabilitation services, prevocational and vocational services, and housing services;
 - (c) Providing assistance to eligible Individuals in obtaining income support services, including housing assistance, Supplemental Nutrition Assistance Program (SNAP) benefits, and supplemental securing income benefits;
 - (d) Referring eligible Individuals for such other services as may be appropriate; and
 - (e) Providing representative payee services in accordance with section 1631(a)(2) of the Social Security Act if the eligible Individual is receiving aid under title XVI of such act and if the applicant is designated by the Secretary to provide such services.
- (8) Supportive and supervisory services in residential settings;
- (9) Referrals for primary health services, job training, educational services, and relevant housing services; and
- (10) Housing services as specified in Section 522 (b) (10) of the Public Health Service Act, 42 U.S.C. 290cc-22(b)(10) , which are:
 - (a) Minor renovation, expansion, and repair of housing;

- (b) Planning of housing;
- (c) Technical assistance in applying for housing assistance;
- (d) Improving the coordination of housing services;
- (e) Security deposits;
- (f) Costs associated with matching eligible homeless Individuals with appropriate housing situations; and
- (g) One-time rental payments to prevent eviction.

OHA places particular emphasis on alignment with Substance Abuse and Mental Health Services Administration’s PATH goals of targeting street outreach coupled with case management as well as maximizing service to the most vulnerable adults who are literally and chronically homeless. OHA also recognizes the special needs of military veterans.

b. Performance Requirements

Providers of MHS 39 – PATH (MHS 39) Services funded through this Agreement shall comply with OAR 309-032-0301 through 309-032-0351, as such rules may be revised from time to time.

Services provided must be eligible services in accordance with Section 522 (b) of the Public Health Service Act, 42 U.S.C. 290cc-22.

Providers of MHS 39 Services funded through this Agreement shall:

- (1) Assist OHA, upon request, in the development of an annual application requesting continued funding for MHS 39 Services, including the development of a budget and an intended use plan for PATH funds consistent with federal requirements in accordance with Section 526, Part C of the Public Health Service Act, 42 U.S.C. 290cc-21; and
- (2) Provide, at a minimum, the following:
 - (a) At least 85% of Individuals served must be PATH-eligible and not currently enrolled in community mental health services;
 - (b) Of the total Individuals who are PATH-enrolled, 75% must be transitioned into permanent housing;
 - (c) Of the total Individuals who are PATH-enrolled, 100% must be engaged in community mental health services;
 - (d) Active participation in the local Continuum of Care;
 - (e) Attendance at semi-annual PATH provider meetings;
 - (f) Attendance at PATH Technical Assistance trainings as requested by OHA;
 - (g) Development of an annual PATH intended use plan including a line item budget and budget narrative using forms and templates provided by OHA;
 - (h) Participation in annual PATH program site reviews conducted by OHA; and
 - (i) Participation in federal site reviews as needed or requested by OHA.

c. **Reporting Requirements**

All Individuals receiving MHS 39 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. **Special Reporting Requirements**

Providers of MHS 39 Services funded through this Agreement shall submit electronically, to amhcontract.administrator@state.or.us, the following reports using forms and procedures prescribed by OHA, no later than 45 calendar days after the close of each subject quarter or year:

- (1) Annual on-line report on the activities conducted and MHS 39 Services provided during the year with the funds awarded through this Agreement for MHS 39 Services. The written report must comply with federal requirements for the PATH program, as authorized through the Public Health Service Act, Part C, Section 521, as amended, 42 U.S.C. 290cc-21 et seq.; Stewart B. McKinney Homeless Assistance Amendments Act of 1990, Public Law 101-645. Providers shall submit actual utilization numbers for the federal voluntary outcomes measures within the annual on-line report.
- (2) Quarterly written reports documenting PATH eligible expenditures and actual utilization and demographic data.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for MHS 39 Services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award," in MHS 39 lines in which column "Part ABC" will contain an "A" for Part A award.

The Part A awards will be calculated, disbursed, and settled as follows:

- (1) **Calculation of Financial Assistance:** The Part A awards for MHS 39 Services are intended to be general financial assistance to the County for MHS 39 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 39 Services on a per unit basis except as necessary to verify that the performance requirements set forth above and in the special condition identified in a particular line of Exhibit C, "Financial Assistance Award," with an "A" in column "Part ABC," from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award. The total OHA financial assistance for all MHS 39 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total funds awarded for MHS 39 Services as specified in that line of the Financial Assistance Award.
- (2) **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part A awards for MHS 39 Services provided under a particular line of the Financial Assistance Award with an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 39 Services provided under that line of the Financial Assistance Award; and
 - (c) OHA is not obligated to provide financial assistance for any MHS 39 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 39 Services, or termination of County's obligation to include the Program Area in which MHS 39 Services fall in its CMHP.
- (3) **Agreement Settlement:** Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 39 Services and satisfaction of the minimum performance requirements, based on data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-2
SPECIALIZED SERVICE REQUIREMENTS**

Not all Services described in Exhibit B-2 may be covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

1. Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**
- Service ID Code: **MHS 26**
- Specialized Service: **EARLY ASSESSMENT AND SUPPORT ALLIANCE (EASA)**
- Exhibit B-2 Code: **26A**

a. **Service Description** (exceeding Section 1, MHS 26)

Provide Early Assessment and Support Alliance (EASA) Services in a manner that is consistent with fidelity standards established by OHA.

Definitions:

- (1) **Community Education** means a core element of early intervention services is a proactive and ongoing campaign to increase knowledge and reduce attitudinal barriers about schizophrenia-related conditions. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).
- (2) **Multi-Family Groups** means multi-family groups are a preferred method of treatment for most Individuals and their families/support system (McFarlane, 2002). Where Multi-Family Groups are not available, single family groups can be offered following the same format. Fidelity to Multi-Family Groups standards in each of the key stages is critical: joining sessions, family workshops, and carefully structured initial and ongoing problem solving sessions.
- (3) **Participatory Decision Making** means Individuals and family/primary support system involved in service planning, delivery, monitoring, and evaluation seem to facilitate the development of ongoing services that are accessible and culturally appropriate for them and may result in more responsive treatment providers, better quality of care, and more empowered Individuals and primary family/primary support system (McGorry, et al., 2010).
- (4) **Psycho-education** means aiming to develop a shared and increased understanding of the illness and recovery process for both the Individual and the family/support system. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).
- (5) **Psychosis-Risk Syndrome** means Schizophrenia-related conditions frequently have a gradual onset. The Psychosis Risk Syndrome may indicate the earliest form of a psychotic disorder or an at-risk mental state (McGlashan, Walsh, & Woods, 2010). Neurocognitive, sensory, perceptual, and affective changes, usually accompanied by a decline in functioning, characterize the at-risk mental state. Identifying, monitoring, and providing needs-based care during a potential psychosis risk mental state is optimal. The evidence regarding the effectiveness of specific interventions (therapy, medications, etc.) remains preliminary. More data regarding the risk/benefits needs to be obtained (McGorry, et al., 2010).

b. Performance Requirements (exceeding Section 2, MHS 26)

- (1)** Provide services within the scope of ORS 430.630. In addition to any other requirements that may be established by rule of the Oregon Health Authority (OHA), each Community Mental Health Program (CMHP), subject to the availability of funds, shall provide or ensure the provision of the following services to persons with mental or emotional disturbances:

 - (a)** Screening and evaluation to determine the Individuals' service needs;
 - (b)** Crisis stabilization to meet the needs of Individuals with acute mental or emotional disturbances, including the costs of investigations and prehearing detention in community hospitals or other facilities approved by the authority for Individuals involved in involuntary commitment procedures;
 - (c)** Vocational and social services that are appropriate for the Individuals' age, designed to improve the Individuals' vocational, social, educational and recreational functioning;
 - (d)** Continuity of care to link the Individual to housing and appropriate and available health and social service needs;
 - (e)** Psychiatric care in state and community hospitals, subject to the provisions of subsection (4), below;
 - (f)** Residential services;
 - (g)** Medication monitoring;
 - (h)** Individual, family, and group counseling and therapy;
 - (i)** Public education and information;
 - (j)** Prevention of mental or emotional disturbances and promotion of mental health; and
 - (k)** Consultation with other community agencies.
- (2)** Preventive mental health services for children and adolescents, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional, behavioral, and cognitive disorders in children. As used in this paragraph:

 - (a)** Early identification means detecting emotional disturbance in its initial developmental stage;
 - (b)** Early intervention services for children at risk of later development of emotional disturbances means programs and activities for children and their families that promote conditions, opportunities, and experiences that encourage and develop emotional stability, self-sufficiency. and increased personal competence; and
 - (c)** Primary prevention efforts means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop.

- (3) Eligible Population: EASA Services are to be provided to targeted young adults ages 12 through 24 years of age whom:
- (a) Have an IQ of 70 or above;
 - (b) Have not received treatment for a psychotic illness prior to the last 12 months or for whom the duration of symptoms has not been longer than 12 months; and
 - (c) Have Psychosis Risk Syndrome or psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.
- (4) Clinical, Social, Residential Services Provided:
- (a) Assess Individuals to determine if EASA Services and supports are appropriate;
 - (b) Provide services with the Individual's engagement and choice;
 - (c) Rapid access to psychiatric and counseling services;
 - (d) Education about causes, treatment, and management of psychosis;
 - (e) Coaching on rights regarding access to employment, school, housing, and additional resources;
 - (f) Family psycho-education and multi-family groups;
 - (g) Support for vocational education and independent living goals consistent with IPS framework;
 - (h) Access to local teams including licensed medical professionals (psychiatrists or psychiatric nurse practitioners), clinical case managers, supported employment specialists, and occupational therapists;
 - (i) Peer support, participatory decision-making, and meaningful young adult engagement in program, community, and leadership activities as an EASA program component; and
 - (j) Community-education.
- (5) Who Can Provide These Services: Community Mental Health Staff, including the following:
- (a) Licensed Medical Professionals (psychiatrists or psychiatric nurse practitioners);
 - (b) QMHP/Therapists;
 - (c) Clinical Case Managers;
 - (d) Supported Employment/Education Specialist;
 - (e) Occupational Therapists;
 - (f) Young Adult Peer Support Specialist;
 - (g) Family Support Specialist; and
 - (h) Skills Trainer.

(6) Additional Licensing or certification Requirements:

The assessment for EASA services and supports must be provided by Providers that meet fidelity standards, located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>. If County lacks qualified Providers to deliver EASA services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for individuals to access EASA services.

c. Reporting Requirements (exceeding Section 3, MHS 26)

None.

d. Special Reporting Requirements (exceeding Section 4, MHS 26)

- (1) Counties providing EASA services directly to Individuals shall submit data as specified by OHA in writing directly to the EASA Center for Excellence during the time those Individuals are being served.
- (2) Counties in the implementation phase shall develop, in conjunction with OHA, quarterly reports that describe progress made in implementing EASA Services to include staff hired and trained, community outreach efforts, and expected start date of service provision. Quarterly reports shall be electronically submitted to amhcontract.administrator@state.or.us no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

e. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures (exceeding Section 5, MHS 26)

None.

2. Service Name: **RESIDENTIAL TREATMENT SERVICES**
Service ID Code: **MHS 28**
Specialized Service: **SECURE RESIDENTIAL TREATMENT FACILITY**
Exhibit B-2 Code: **28A**

a. **Service Description and Performance Requirements** (exceeding Exhibit B-1, MHS 28)

- (1) Funds awarded for MHS 28 Services that are identified in Exhibit C, “Financial Assistance Award,” as subject to this Specialized Service Requirement, may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (SRTF) (as defined in OAR 309-035-0105(59)) to Individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have behaviors that are eminently harmful to themselves or others. In addition to the Services otherwise described in the MHS 28 Service Description, MHS 28 Services delivered with funds provided through this Agreement and subject to this Specialized Service Requirement include the following:
 - (a) Rehabilitative services such as mental health assessment, diagnosis, and treatment plan development;
 - (b) Monitoring and management of psychotropic medications;
 - (c) Development of behavioral programs based on behavioral assessments;
 - (d) Establishment of a therapeutic milieu;
 - (e) Group and individual skills training; and
 - (f) Consultation to other Agencies/Providers serving Individuals receiving MHS 28 Services.
- (2) Providers of MHS 28 Services delivered with funds provided through this Agreement that are subject to this Specialized Service Requirement shall:
 - (a) Comply with OAR 309-035-0100 through 309-035-0190, as such rules may be revised from time to time;
 - (b) Deliver the Services in a facility that is residential in nature and as homelike as possible but whose buildings and grounds are locked to prevent free egress by Individuals receiving Services at the facility, in compliance with Building Code and Uniform Fire Code provisions; and
 - (c) Deliver the Services in a facility staffed with a combination of on-site Qualified Mental Health Professionals (as defined in OAR 309--039-0510(10)), Qualified Mental Health Associates (as defined in OAR 309-039-0510(9)), and other staff sufficient to meet the security, behavioral, recreational, and mental health needs of residents, as identified in their service plans, on a 24-hour basis.
- (3) County shall perform a standardized level of care assessment prior to admission. Priority must be given to Individuals ready to discharge from the Oregon State Hospital. OHA will have the right to review admissions and continued stay determinations upon request.

b. **Reporting Requirements** (exceeding Exhibit B-1, MHS 28)

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement shall provide data related to the assessment of outcomes of such Services, as such data may be reasonably requested by OHA.

c. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 28)

None.

3. Service Name: **ADULT FOSTER CARE SERVICES**
Service ID Code: **MHS 34**
Specialized Service: **RELATIVE FOSTER CARE**
Exhibit B-2 Code: **34A**

a. **Service Description** (exceeding Exhibit B-1, MHS 34)

Relative Foster Care is personal care as detailed in a personal care plan provided to an adult Individual, age 18 or older, by a relative caregiver in a private residence setting that promotes the Individual's safety and independence.

Relative Foster Care is distinguished from Adult Foster Care Services in that it is not a segregated or congregate setting, but an *integrated setting*. This was explained in a Department of Justice² publication, dated June 22, 2011, as follows:

“In the years since the Supreme Court’s decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), the goal of the integration mandate in title II of the Americans with Disabilities Act [is] to provide individuals with disabilities opportunities to live their lives like individuals without disabilities.”

“By contrast, segregated settings often have qualities of an institutional nature. Segregated settings include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals’ ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities.”

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 34)

- (1) For new Relative Foster Care Providers, County shall complete an inspection of the Provider’s home and submit to OHA the following documents, as prescribed by OHA:
 - (a) County’s letter of support;
 - (b) Approved Criminal Record Check for the Foster Care Provider and all persons 16 years of age and older living in the home (not including the Client); and
 - (c) The personal care plan and other information as requested by OHA for OHA’s approval of the Relative Foster Care Provider.
- (2) For renewal of existing Relative Foster Care Providers, County shall complete an inspection of the home and submit to OHA a completed Relative Foster Care Renewal Form as prescribed by OHA. Relative Foster Care Providers must renew their applications every two years.

² https://www.ada.gov/olmstead/q&a_olmstead.htm

c. **Reporting Requirements** (exceeding Exhibit B-1, MHS 34)

- (1) Providers of MHS 34A Services delivered with funds provided through this Agreement shall notify OHA when the Relative Foster Care Provider discontinues such services, to the Individual through this Agreement, which are subject to this Specialized Service requirement.
- (2) Providers of MHS 34A Services shall provide OHA with an annual review of what treatments and services have been provided and continued appropriateness of the placement.
- (3) Providers of MHS 34A Services delivered with funds provided through this Agreement shall provide a copy of all written agreements, as described above in the “Performance Requirements” section, to OHA within 45 calendar days upon request.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 34)

None.

4. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**
Service ID Code: **MHS 35**
Specialized Service: **GERO-SPECIALIST**
Exhibit B-2 Code: **35A**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35) Specialized Service requirements (MHS 35A) are mental health services delivered directly or indirectly to older or disabled adults with mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

The funds awarded for MHS 35A Services may only be expended on community based direct and indirect care services for older or disabled adults with mental illness who are determined eligible. Such direct services include, but are not limited to, medication management, quarterly interagency staffing, follow-up services after treatment in local or state inpatient psychiatric hospitals, and screenings and referrals. Indirect care services include, but are not limited to, consultation, assistance working with multiple systems, case coordination, planning, supporting interagency collaboration, and education and training to agencies and caregivers who provide services that may affect older and disabled adults with mental illness.

If indirect care services, as described above, are delivered with MHS 35A funds provided through this Agreement, those services must be available to all relevant agencies and caregivers in the geographic area served by the CMHP and must be coordinated to include, but not limited to, Aging and People with Disabilities (APD), Department of Human Services (DHS)'s Aging and Disabilities Resource Connection, DHS's Adult Protective Services, CCOs, CMHPs, Acute care hospitals, Oregon State Hospital, caregivers, community partners, family members, and any other appropriate participants in client care.

All MHS 35A Services delivered with funds provided through this Agreement for direct care services must either be supervised or delivered by a Qualified Mental Health Professional, as defined in OAR 309-039-0510 (10), and in compliance with OAR 309-032-0301 through 309-032-0890 Standards for Adult Mental Health Services, as such rules may be revised from time to time. Qualified Mental Health Professionals and any designated Qualified Mental Health Associates, as defined in OAR 309-039-0510 (9), delivering such services must have a background with the older and disabled adult population or be participating in relevant training programs to acquire such knowledge.

Providers of MHS 35 Services delivered with funds provided through this Agreement that are subject to this Specialized Service requirement shall provide the following:

- (1) Regular access to a psychiatrist or nurse practitioner for case and medication review for Individuals receiving direct care MHS 35 Services;
- (2) Regular participation in interdisciplinary team meetings with APD staff or contractors serving Individuals receiving direct care MHS 35 Services;
- (3) Discharge assistance (from in-patient psychiatric hospitals) and provide or arrange for short term follow-up services for Individuals receiving MHS 35 Services;
- (4) Be available to County crisis team and DHS's Adult Protective Services for consultation on geriatric cases;

- (5) Regular collaboration with APD, DHS's Aging and Disabilities Resource Connection, CMHPs, Acute care hospitals, Oregon State Hospital, living facilities, families, and others as appropriate;
- (6) Indirect services shall include, but not be limited to, prevention, planning, coordination, education, and assistance with urgent placement services;
- (7) Oversight, support, and inter-agency coordination and collaboration for substance abuse treatment and prevention with older and disabled adults; and
- (8) Have the experience, knowledge, and authority to effect change, make recommendations, and communicate to leadership.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None.

5. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**
Service ID Code: **MHS 35**
Specialized Service: **APD RESIDENTIAL**
Exhibit B-2 Code: **35B**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35) Specialized Service requirements (MHS 35B) are residential services delivered directly or indirectly to Individuals with severe and persistent mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

Providers of MHS 35B Services delivered with funds provided through this Agreement shall, with respect to each Individual receiving MHS 35B Services, enter into and maintain a written agreement with DHS's Aging and People with Disabilities (APD) Program that addresses: approval of APD or its designee for the placement; the services to be provided by each entity; an annual review of treatments and services provided; and the appropriateness of the placement.

The funds awarded for MHS 35B Services may only be expended on residential services for older and disabled adults with severe and persistent mental illness, who are determined not eligible for, yet require, residential services from APD and meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by APD and has contracted with APD to deliver residential services to specified Individuals.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

Providers of MHS 35B Services delivered with funds provided through this Agreement shall:

- (1) Notify OHA when the Provider discontinues such services to an Individual whose services are delivered with funds provided through this Agreement that are subject to this Specialized Service requirement;
- (2) Provide OHA with an annual review of treatments and services provided and continued appropriateness of the placement; and
- (3) Provide a copy of all written agreements, as described in the "Performance Requirements" section above, to OHA upon request.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT C
FINANCIAL ASSISTANCE AWARD**

MOD#: _____

CONTRACT#: _____ CONTRACTOR: _____

INPUT CHECKED BY: _____ DATE CHECKED: _____

COLUMN HEADERS:

<u>SE#</u>	<u>FUND</u>	<u>PROJ CODE</u>	<u>CPMS</u>	<u>PROVIDER</u>	<u>EFFECTIVE DATES</u>
<u>SLOT CHANGE / TYPE</u>	<u>RATE</u>	<u>OPERATING DOLLARS</u>	<u>STARTUP DOLLARS</u>	<u>PART ABC</u>	<u>PART IV</u>
<u>PAAF CD</u>	<u>BASE</u>	<u>CLIENT CODE</u>	<u>SP#</u>		

MODIFICATION INPUT REVIEW REPORT

MOD#: A0000

CONTRACT#: 153117 CONTRACTOR: CLACKAMAS COUNTY

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SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	ABC	PART IV	S CLIENT CD	E CODE	SP#
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FISCAL YEAR: 2017-2018

60	424	IDPF	CLACKAMAS CO.	7/1/2017 -6/30/2018	0./NA	\$0.00	\$168,973.50	\$0.00	A		1	Y	1
TOTAL FOR SE#							60	\$168,973.50	\$0.00				
63	420	BASEAD	CLACKAMAS CO.	7/1/2017 -6/30/2018	0./NA	\$0.00	\$193,354.50	\$0.00	A		1	Y	
63	520	BASEAD	CLACKAMAS CO.	7/1/2017 -6/30/2018	0./NA	\$0.00	\$78,247.00	\$0.00	A		1	Y	
TOTAL FOR SE#							63	\$271,601.50	\$0.00				
66	420	DETOX	CLACKAMAS CO.	7/1/2017 -6/30/2018	0./NA	\$0.00	\$3,477.00	\$0.00	A		1	Y	3
66	421	BASEAD	CLACKAMAS CO.	7/1/2017 -6/30/2018	0./NA	\$0.00	\$25,823.00	\$0.00	A		1	Y	2
66	421	DETOX	CLACKAMAS CO.	7/1/2017 -6/30/2018	0./NA	\$0.00	\$6,259.00	\$0.00	A		1	Y	3
66	450	BASEAD	CLACKAMAS CO.	7/1/2017 -6/30/2018	0./NA	\$0.00	\$446,072.00	\$0.00	A		1	Y	2
66	520	BASEAD	CLACKAMAS CO.	7/1/2017 -6/30/2018	0./NA	\$0.00	\$422,333.50	\$0.00	A		1	Y	2
66	520	DETOX	CLACKAMAS CO.	7/1/2017 -6/30/2018	0./NA	\$0.00	\$22,810.00	\$0.00	A		1	Y	3
66	908	BASEAD	CLACKAMAS CO.	7/1/2017 -6/30/2018	0./NA	\$0.00	\$19,969.50	\$0.00	A		1	Y	2
TOTAL FOR SE#							66	\$946,744.00	\$0.00				
TOTAL FOR 2017-2018								\$1,387,319.00	\$0.00				

FISCAL YEAR: 2018-2019

60	424	IDPF	CLACKAMAS CO.	7/1/2018 -6/30/2019	0./NA	\$0.00	\$168,973.50	\$0.00	A		1	Y	1
TOTAL FOR SE#							60	\$168,973.50	\$0.00				
63	420	BASEAD	CLACKAMAS CO.	7/1/2018 -6/30/2019	0./NA	\$0.00	\$193,354.50	\$0.00	A		1	Y	
63	520	BASEAD	CLACKAMAS CO.	7/1/2018 -6/30/2019	0./NA	\$0.00	\$78,247.00	\$0.00	A		1	Y	

MODIFICATION INPUT REVIEW REPORT

MOD#: A0000

CONTRACT#: 153117 CONTRACTOR: CLACKAMAS COUNTY

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SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	ABC	PART IV	S CLIENT CD	E CODE	SP#
TOTAL FOR SE# 63							\$271,601.50	\$0.00					
66	420	DETOX	CLACKAMAS CO.	7/1/2018 -6/30/2019	0./NA	\$0.00	\$3,477.00	\$0.00	A		1	Y	3
66	421	BASEAD	CLACKAMAS CO.	7/1/2018 -6/30/2019	0./NA	\$0.00	\$25,823.00	\$0.00	A		1	Y	2
66	421	DETOX	CLACKAMAS CO.	7/1/2018 -6/30/2019	0./NA	\$0.00	\$6,259.00	\$0.00	A		1	Y	3
66	450	BASEAD	CLACKAMAS CO.	7/1/2018 -6/30/2019	0./NA	\$0.00	\$446,072.00	\$0.00	A		1	Y	2
66	520	BASEAD	CLACKAMAS CO.	7/1/2018 -6/30/2019	0./NA	\$0.00	\$422,333.50	\$0.00	A		1	Y	2
66	520	DETOX	CLACKAMAS CO.	7/1/2018 -6/30/2019	0./NA	\$0.00	\$22,810.00	\$0.00	A		1	Y	3
66	908	BASEAD	CLACKAMAS CO.	7/1/2018 -6/30/2019	0./NA	\$0.00	\$19,969.50	\$0.00	A		1	Y	2
TOTAL FOR SE# 66							\$946,744.00	\$0.00					
TOTAL FOR 2018-2019							\$1,387,319.00	\$0.00					
TOTAL FOR A0000 153117							\$2,774,638.00	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 03/28/2017

Contract#: 153117
REF#: 000

REASON FOR FAAA (for information only):

This Financial Assistance Award is for Substance Use Disorders Services within the Governor's 2017-2019 Balanced Budget (GBB). Amounts reflect Continuing Service Levels as of January 9, 2017. Additional ongoing changes approved after that date will be reflected in a subsequent Financial Assistance Award Amendment referred to as "Adjustment to Base". Payment of funds in this Financial Assistance Award is subject to Legislative approval of the Oregon Health Authority's 2017-2019 Budget, at the level proposed in the Governor's Balanced Budget or higher.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- A0000 1 These funds are awarded for the special project described in Exhibit A&D 60-Intoxicated Driver Program Fund (IDPF) to A&D 60 Service Description.
- A0000 2 These funds must result in the delivery of A&D 66 Services to a minimum of 542 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after July 1, 2017. Up to 20% of 542 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted quarterly on the form located at <http://www.oregon.gov/oha/amh/Pages/reporting-reqs.aspx>. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$1,200 per individual.
- A0000 3 These funds are for A&D 66 detox services.

MODIFICATION INPUT REVIEW REPORT

MOD#: M0000

CONTRACT#: 153117 CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: CA DATE CHECKED: 04/18/2017

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SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	ABC	PART IV	S CD	CLIENT E CODE	SP#
FISCAL YEAR: 2017-2018													
1	804	BASE	MHS01	SYSTEM	7/1/2017 -6/30/2018	0./NA	\$0.00	\$447,939.83	A		1	Y	8
				MANAGEMENT AN									
1	804	BCIVLM	MHS01	SYS MGT	7/1/2017 -6/30/2018	0./NA	\$1,080.64	\$12,967.68	A		1	Y	5
				CO-PORTLAND									
1	804	BCIVLM	MHS01	SYS MGT	7/1/2017 -6/30/2018	0./NA	\$0.00	\$15,310.86	A		1	Y	3
				CO-MOSAIC HO									
1	804	BCIVLM	MHS01	SYS MGT	7/1/2017 -6/30/2018	0./NA	\$0.00	\$13,431.85	A		1	Y	4
				CO-MOSSY MEA									
1	804	BCIVLM	MHS01	SYS MGT	7/1/2017 -6/30/2018	0./NA	\$3,940.57	\$47,286.84	A		1	Y	4
				CO-MOSSY MEA									
1	804	BCIVLM	MHS01	SYS MGT	7/1/2017 -6/30/2018	0./NA	\$0.00	\$10,482.14	A		1	Y	7
				CO-TELEC ACT									
1	804	BCIVLM	MHS01	SYS MGT	7/1/2017 -6/30/2018	0./NA	\$1,646.03	\$19,752.36	A		1	Y	6
				CO-RENAISSAN									
1	804	BCIVLM	MHS01	SYS MGT	7/1/2017 -6/30/2018	0./NA	\$3,757.46	\$45,089.52	A		1	Y	1
				CO-FIELDSTON									
1	804	BPSRBM	MHS01	SYS MGT	7/1/2017 -6/30/2018	0./NA	\$7,695.42	\$92,345.04	A		1	Y	2
				CO-JOHNSON C									
							TOTAL FOR SE#	1	\$704,606.12	\$0.00			
20	804	BASE	MHNRMH	NON-RESIDENTIAL	7/1/2017 -6/30/2018	0./NA	\$0.00	\$664,621.81	A		1	Y	10
				MENT									
20	804	BASE	RNTSUB	RNTSUB-MOSSY	7/1/2017 -6/30/2018	0./NA	\$1,130.44	\$13,565.28	A		1	Y	16
				MEADOWS									
20	804	BASE	RNTSUB	RNTSUB-BRIDGEST	7/1/2017 -6/30/2018	5./SLT	\$383.92	\$23,035.20	A		1	Y	12
				ONE									
20	804	BASE	SVCFMT	SERVICE PAYMENT	7/1/2017 -6/30/2018	0./NA	\$1,317.34	\$15,808.08	A		1	Y	RAMONA-551228 18
20	804	BCIVLM	CLIENT	VILLEBOIS	7/1/2017 -6/30/2018	0./NA	\$5,922.50	\$71,070.00	A		1	Y	20
				TRANSPORT									

MODIFICATION INPUT REVIEW REPORT

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CONTRACT#: 153117 CONTRACTOR: CLACKAMAS COUNTY

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SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES		SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART		S CLIENT	SP#	
				ABC	IV					CD	E CODE			
20	804	BCIVLM	RNTSUB	RNTSUB-AUTUMN RIDGE	7/1/2017	-6/30/2018	4./SLT	\$767.10	\$36,820.80	A		1 Y	11	
20	804	BCIVLM	RNTSUB	RNTSUB-FIELDSTONE	7/1/2017	-6/30/2018	5./SLT	\$402.16	\$24,129.60	A		1 Y	13	
20	804	BCIVLM	RNTSUB	RNTSUB-KELLOGG CREEK	7/1/2017	-6/30/2018	3./SLT	\$293.70	\$10,573.20	A		1 Y	15	
20	804	BCIVLM	RNTSUB	RNTSUB-PORTLAND RTH	7/1/2017	-6/30/2018	4./SLT	\$247.70	\$11,889.60	A		1 Y	17	
20	804	BCIVLM	RNTSUB	RNTSUB-MOSSY MEADOWS	7/1/2017	-6/30/2018	0./NA	\$1,130.44	\$13,565.28	A		1 Y	16	
20	804	BCIVLM	TX	COORD-CARSON HOLDING	7/1/2017	-6/30/2018	0./NA	\$992.48	\$11,909.76	A		1 Y	9	
20	804	BCIVLM	TX	TX-VILLEBOIS SH	7/1/2017	-6/30/2018	0./NA	16,460.29	\$197,523.48	A		1 Y	19	
20	804	BPSRBM	PSRBR	RNTSUB-KELLOGG CREEK	7/1/2017	-6/30/2018	3./SLT	\$293.70	\$10,573.20	A		1 Y	15	
20	804	BPSRBM	PSRBR	RNTSUB-JOHNSON CREEK	7/1/2017	-6/30/2018	8./SLT	\$725.17	\$69,616.32	A		1 Y	14	
TOTAL FOR SE#								20	\$1,174,701.61	\$0.00				
24	804	BASE	ACUTE	ACUTE AND INTERMEDIA	7/1/2017	-6/30/2018	0./NA	\$0.00	\$186,130.00	A		1 Y	21	
TOTAL FOR SE#								24	\$186,130.00	\$0.00				
25	406	BASE	CRISIS	COMMUNITY CRISIS SER	7/1/2017	-6/30/2018	0./NA	\$0.00	\$1,956,346.22	A		1 Y	22	
25	806	BASE	NICRSE	NI CRISIS SERVICES	7/1/2017	-6/30/2018	0./NA	\$0.00	\$344,241.78	A		1 Y	23	
TOTAL FOR SE#								25	\$2,300,588.00	\$0.00				

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MCD#: M0000

CONTRACT#: 153117 CONTRACTOR: CLACKAMAS COUNTY

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SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE		SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART		S CLIENT	SP#	
				DATES						ABC	IV			CD
26	411	BASE	NIBASA NI EASA SERVICES	7/1/2017	-6/30/2018	0./NA	\$0.00	\$349,275.06		A	1	Y	25	
26	804	BASE	INVOIC INVOICE SERVICES	7/1/2017	-6/30/2018	0./NA	\$0.00	\$15,000.00		C	1	Y	24	
26	804	BCIVLM	RNTSUB RNTSUB-MOSAIC HOUSE	7/1/2017	-6/30/2018	5./SLT	\$177.51	\$10,650.60		A	1	Y	26	
								TOTAL FOR SE#	26	\$374,925.66	\$0.00			
27	804	BCIVLM	RTH03B MOSAIC HOUSE RTH	7/1/2017	-6/30/2018	5./SLT	\$538.30	\$32,298.00		A	1	Y	27	
								TOTAL FOR SE#	27	\$32,298.00	\$0.00			
28	804	BASE	INVOIC INVOICE SERVICES	7/1/2017	-6/30/2018	0./NA	\$0.00	\$44,500.00		C	1	Y	32	
28	804	BASE	RTF03A PEARL RTF	7/1/2017	-6/30/2018	12./SLT	\$1,841.79	\$265,217.76		A	1	Y	37	
28	804	BASE	RTF03F LELAND HOUSE RTF	7/1/2017	-6/30/2018	10./SLT	\$2,649.09	\$317,890.80		A	1	Y	35	
28	804	BASE	RTH03A MOSSY MEADOWS	7/1/2017	-6/30/2018	1./SLT	26,486.73	\$317,840.76		A	1	Y	OLJCAN-490126 36	
28	804	BCIVLM	RTF03C ALDER CREEK RTF	7/1/2017	-6/30/2018	6./SLT	\$2,530.37	\$182,186.64		A	1	Y	28	
28	804	BCIVLM	RTF03E KELLOGG CREEK RTF	7/1/2017	-6/30/2018	3./SLT	\$5,489.48	\$197,621.28		A	1	Y	34	
28	804	BCIVLM	RTH03C PORTLAND RTH	7/1/2017	-6/30/2018	4./SLT	\$3,839.95	\$184,317.60		A	1	Y	38	
28	804	BCIVLM	RTH03G FIELDSTONE RTH	7/1/2017	-6/30/2018	1./SLT	\$236.31	\$2,835.72		A	1	Y	ESTLAN-600811 31	
28	804	BCIVLM	RTH03G FIELDSTONE RTH	7/1/2017	-6/30/2018	5./SLT	\$4,350.75	\$261,045.00		A	1	Y	30	
28	804	BCIVLM	RTH03J AUTUMN RIDGE RTH	7/1/2017	-6/30/2018	4./SLT	11,003.44	\$528,165.12		A	1	Y	29	
28	804	BPSRBM	RTF03E KELLOGG CREEK RTF	7/1/2017	-6/30/2018	3./SLT	\$5,489.48	\$197,621.28		A	1	Y	34	
28	804	BPSRBM	RTF03I JOHNSON CREEK SRTF	7/1/2017	-6/30/2018	8./SLT	\$3,290.96	\$315,932.16		A	28A	1	Y	33

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SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	ABC	PART IV	S CLIENT E CODE	SP#
							TOTAL FOR SE#	28	\$2,815,174.12	\$0.00		
30	804	BPSRBM	PSRB	PSRB DESIG CLIENT	7/1/2017	-6/30/2018	23./SLT \$465.27	\$128,414.52	A		1 Y	39
30	804	BPSRBM	PSRBIS	PSRB INVOICE SERVICE	7/1/2017	-6/30/2018	0./NA \$0.00	\$166,700.00	C		1 Y	40
							TOTAL FOR SE#	30	\$295,114.52	\$0.00		
35	804	BASE	GERO	GERO SPECIALISTS	7/1/2017	-6/30/2018	0./NA \$0.00	\$243,789.67	A	35A	1 Y	
35	804	BASE	SVCPMT	SERVICE PAYMENT	7/1/2017	-6/30/2018	1./SLT \$1,455.00	\$17,460.00	A	35B	1 Y	AITATR-550730
35	804	BASE	SVCPMT	SERVICE PAYMENT	7/1/2017	-6/30/2018	1./SLT \$846.53	\$10,158.36	A	35B	1 Y	AMILFO-560502
							TOTAL FOR SE#	35	\$271,408.03	\$0.00		
36	804	BASE	PASARR	PASARR FUNDS	7/1/2017	-6/30/2018	0./NA \$0.00	\$26,000.00	C		1 Y	41
							TOTAL FOR SE#	36	\$26,000.00	\$0.00		
37	301	CMHS	EDD	EMERGENCY DEPARTMENT	7/1/2017	-6/30/2018	0./NA \$0.00	\$172,657.00	A		1 Y	44
37	406	BASE	NIJAIL	NI JAIL DIVERSION	7/1/2017	-6/30/2018	0./NA \$0.00	\$230,346.44	A		1 Y	45
37	411	BASE	NIMHPP	NI MH PROMO AND PREV	7/1/2017	-6/30/2018	0./NA \$0.00	\$136,737.31	A		1 Y	47
37	804	BASE	AAP	AID & ASSIST PROJECT	7/1/2017	-6/30/2018	0./NA \$0.00	\$71,407.83	C		1 Y	42
37	804	BASE	EDD	EMERGENCY DEPARTMENT	7/1/2017	-6/30/2018	0./NA \$0.00	\$171,948.88	A		1 Y	43
37	804	BASE	JAIL	JAIL DIVERSION	7/1/2017	-6/30/2018	0./NA \$0.00	\$8,222.02	A		1 Y	45

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SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	ABC	PART IV	S CLIENT CD	E CODE	SP#
37	804	BCIVLM	RNTAST	RENTAL ASSISTANCE	7/1/2017 -6/30/2018	30./SLT	\$1,021.00	\$367,560.00	A		1	Y	48
37	804	BCIVLM	RNTAST	RENTAL ASSISTANCE	7/1/2017 -6/30/2018	0./NA	\$0.00	\$290,596.00	A		1	Y	49
TOTAL FOR SE# 37							\$1,449,475.48	\$0.00					
38	804	BASE	SUPEMP	SUPPORTED EMPLOYMENT	7/1/2017 -6/30/2018	0./NA	\$0.00	\$162,496.00	A		1	Y	50
TOTAL FOR SE# 38							\$162,496.00	\$0.00					
TOTAL FOR 2017-2018							\$9,792,917.54	\$0.00					

FISCAL YEAR: 2018-2019

1	804	BASE	MHS01	SYSTEM MANAGEMENT AN	7/1/2018 -6/30/2019	0./NA	\$0.00	\$447,939.83	A		1	Y	8
1	804	BCIVLM	MHS01	SYS MGT CO-PORTLAND	7/1/2018 -6/30/2019	0./NA	\$1,080.64	\$12,967.68	A		1	Y	5
1	804	BCIVLM	MHS01	SYS MGT CO-MOSAIC HO	7/1/2018 -6/30/2019	0./NA	\$0.00	\$15,310.86	A		1	Y	3
1	804	BCIVLM	MHS01	SYS MGT CO-MOSSY MEA	7/1/2018 -6/30/2019	0./NA	\$0.00	\$13,431.85	A		1	Y	4
1	804	BCIVLM	MHS01	SYS MGT CO-MOSSY MEA	7/1/2018 -6/30/2019	0./NA	\$3,940.57	\$47,286.84	A		1	Y	4
1	804	BCIVLM	MHS01	SYS MGT CO-TELEC ACT	7/1/2018 -6/30/2019	0./NA	\$0.00	\$10,482.14	A		1	Y	7
1	804	BCIVLM	MHS01	SYS MGT CO-RENAISSAN	7/1/2018 -6/30/2019	0./NA	\$1,646.03	\$19,752.36	A		1	Y	6
1	804	BCIVLM	MHS01	SYS MGT CO-FIELDSTON	7/1/2018 -6/30/2019	0./NA	\$3,757.46	\$45,089.52	A		1	Y	1

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SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	ABC	PART IV	S CLIENT CD	E CODE	SP#
1	804	BPSRBM	MHS01	SYS MGT CO-JOHNSON C	7/1/2018 -6/30/2019	0./NA	\$7,695.42	\$92,345.04	A		1	Y	2
						TOTAL FOR SE#	1	\$704,606.12				\$0.00	
20	804	BASE	MHNRMH	NON-RESIDENTIAL MENT	7/1/2018 -6/30/2019	0./NA	\$0.00	\$664,621.81	A		1	Y	10
20	804	BASE	RNTSUB	RNTSUB-MOSSY MEADOWS	7/1/2018 -6/30/2019	0./NA	\$1,130.44	\$13,565.28	A		1	Y	16
20	804	BASE	RNTSUB	RNTSUB-BRIDGEST ONE	7/1/2018 -6/30/2019	5./SLT	\$383.92	\$23,035.20	A		1	Y	12
20	804	BASE	SVCPMT	SERVICE PAYMENT	7/1/2018 -6/30/2019	0./NA	\$1,317.34	\$15,808.08	A		1	Y	RAMONA-551228 18
20	804	BCIVLM	CLIENT	VILLEBOIS TRANSPORT	7/1/2018 -6/30/2019	0./NA	\$5,922.50	\$71,070.00	A		1	Y	20
20	804	BCIVLM	RNTSUB	RNTSUB-AUTUMN RIDGE	7/1/2018 -6/30/2019	4./SLT	\$767.10	\$36,820.80	A		1	Y	11
20	804	BCIVLM	RNTSUB	RNTSUB-FIELDSTO NE	7/1/2018 -6/30/2019	5./SLT	\$402.16	\$24,129.60	A		1	Y	13
20	804	BCIVLM	RNTSUB	RNTSUB-KELLOGG CREEK	7/1/2018 -6/30/2019	3./SLT	\$293.70	\$10,573.20	A		1	Y	15
20	804	BCIVLM	RNTSUB	RNTSUB-PORTLAND RTH	7/1/2018 -6/30/2019	4./SLT	\$247.70	\$11,889.60	A		1	Y	17
20	804	BCIVLM	RNTSUB	RNTSUB-MOSSY MEADOWS	7/1/2018 -6/30/2019	0./NA	\$1,130.44	\$13,565.28	A		1	Y	16
20	804	BCIVLM	TX	COORD-CARSON HOLDING	7/1/2018 -6/30/2019	0./NA	\$992.48	\$11,909.76	A		1	Y	9
20	804	BCIVLM	TX	TX-VILLEBOIS SH	7/1/2018 -6/30/2019	0./NA	16,460.29	\$197,523.48	A		1	Y	19
20	804	BPSRBM	PSRBR	RNTSUB-KELLOGG CREEK	7/1/2018 -6/30/2019	3./SLT	\$293.70	\$10,573.20	A		1	Y	15
20	804	BPSRBM	PSRBR	RNTSUB-JOHNSON CREEK	7/1/2018 -6/30/2019	8./SLT	\$725.17	\$69,616.32	A		1	Y	14

MODIFICATION INPUT REVIEW REPORT

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CONTRACT#: 153117 CONTRACTOR: CLACKAMAS COUNTY

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SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	ABC	PART IV	S CLIENT CD	E CODE	SP#
							TOTAL FOR SE# 20	\$1,174,701.61	\$0.00				
24	804	BASE	ACUTE ACUTE AND INTERMEDIA	7/1/2018 -6/30/2019	0./NA	\$0.00	\$186,130.00		A		1	Y	21
							TOTAL FOR SE# 24	\$186,130.00	\$0.00				
25	406	BASE	CRISIS COMMUNITY CRISIS SER	7/1/2018 -6/30/2019	0./NA	\$0.00	\$1,956,346.22		A		1	Y	22
25	806	BASE	NICRSE NI CRISIS SERVICES	7/1/2018 -6/30/2019	0./NA	\$0.00	\$344,241.78		A		1	Y	23
							TOTAL FOR SE# 25	\$2,300,588.00	\$0.00				
26	411	BASE	NIEASA NI EASA SERVICES	7/1/2018 -6/30/2019	0./NA	\$0.00	\$349,275.06		A		1	Y	25
26	804	BASE	INVOIC INVOICE SERVICES	7/1/2018 -6/30/2019	0./NA	\$0.00	\$15,000.00		C		1	Y	24
26	804	BCIVLM	RNTSUB RNTSUB-MOSAIC HOUSE	7/1/2018 -6/30/2019	5./SLT	\$177.51	\$10,650.60		A		1	Y	26
							TOTAL FOR SE# 26	\$374,925.66	\$0.00				
27	804	BCIVLM	RTH03B MOSAIC HOUSE RTH	7/1/2018 -6/30/2019	5./SLT	\$538.30	\$32,298.00		A		1	Y	27
							TOTAL FOR SE# 27	\$32,298.00	\$0.00				
28	804	BASE	INVOIC INVOICE SERVICES	7/1/2018 -6/30/2019	0./NA	\$0.00	\$44,500.00		C		1	Y	32
28	804	BASE	RTF03A PEARL RTF	7/1/2018 -6/30/2019	12./SLT	\$1,841.79	\$265,217.76		A		1	Y	37

MODIFICATION INPUT REVIEW REPORT

MOD#: M0000

CONTRACT#: 153117 CONTRACTOR: CLACKAMAS COUNTY

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SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	ABC	IV	PART CD	S CLIENT E CODE	SP#
28	804	BASE	RTF03F LELAND HOUSE RTF	7/1/2018 -6/30/2019	10./SLT	\$2,649.09	\$317,890.80		A		1	Y	35
28	804	BASE	RTH03A MOSSY MEADOWS	7/1/2018 -6/30/2019	1./SLT	26,486.73	\$317,840.76		A		1	Y	OLJOAN-490126 36
28	804	BCIVLM	RTF03C ALDER CREEK RTF	7/1/2018 -6/30/2019	6./SLT	\$2,530.37	\$182,186.64		A		1	Y	28
28	804	BCIVLM	RTF03E KELLOGG CREEK RTF	7/1/2018 -6/30/2019	3./SLT	\$5,489.46	\$197,621.28		A		1	Y	34
28	804	BCIVLM	RTH03C PORTLAND RTH	7/1/2018 -6/30/2019	4./SLT	\$3,839.95	\$184,317.60		A		1	Y	38
28	804	BCIVLM	RTH03G FIELDSTONE RTH	7/1/2018 -6/30/2019	1./SLT	\$236.31	\$2,835.72		A		1	Y	ESTLAN-600811 31
28	804	BCIVLM	RTH03G FIELDSTONE RTH	7/1/2018 -6/30/2019	5./SLT	\$4,350.75	\$261,045.00		A		1	Y	30
28	804	BCIVLM	RTH03J AUTUMN RIDGE RTH	7/1/2018 -6/30/2019	4./SLT	11,003.44	\$528,165.12		A		1	Y	29
28	804	BPSRBM	RTF03E KELLOGG CREEK RTF	7/1/2018 -6/30/2019	3./SLT	\$5,489.46	\$197,621.28		A		1	Y	34
28	804	BPSRBM	RTF03I JOHNSON CREEK SRTF	7/1/2018 -6/30/2019	8./SLT	\$3,290.96	\$315,932.16		A	28A	1	Y	33
							TOTAL FOR SE# 28	\$2,815,174.12	\$0.00				
30	804	BPSRBM	PSRB PSRB DESIG CLIENT	7/1/2018 -6/30/2019	23./SLT	\$465.27	\$128,414.52		A		1	Y	39
30	804	BPSRBM	PSRBIS PSRB INVOICE SERVICE	7/1/2018 -6/30/2019	0./NA	\$0.00	\$166,700.00		C		1	Y	40
							TOTAL FOR SE# 30	\$295,114.52	\$0.00				
35	804	BASE	GERO GERO SPECIALISTS	7/1/2018 -6/30/2019	0./NA	\$0.00	\$243,789.67		A	35A	1	Y	
35	804	BASE	SVCPMT SERVICE PAYMENT	7/1/2018 -6/30/2019	1./SLT	\$1,455.00	\$17,460.00		A	35B	1	Y	AITATR-550730
35	804	BASE	SVCPMT SERVICE PAYMENT	7/1/2018 -6/30/2019	1./SLT	\$846.53	\$10,158.36		A	35B	1	Y	AMILFO-560502
							TOTAL FOR SE# 35	\$271,408.03	\$0.00				
36	804	BASE	PASARR PASARR FUNDS	7/1/2018 -6/30/2019	0./NA	\$0.00	\$26,000.00		C		1	Y	41

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SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	ABC	PART IV	S CD	CLIENT E CODE	SP#
TOTAL FOR SE# 36							\$26,000.00	\$0.00					
37	301	CMHS	EDD	EMERGENCY DEPARTMENT	7/1/2018	-6/30/2019	0./NA	\$0.00	\$172,657.00	A	1	Y	44
37	406	BASE	NIJAIL	NI JAIL DIVERSION	7/1/2018	-6/30/2019	0./NA	\$0.00	\$230,346.44	A	1	Y	46
37	411	BASE	NIMHPP	NI MH PROMO AND PREV	7/1/2018	-6/30/2019	0./NA	\$0.00	\$136,737.31	A	1	Y	47
37	804	BASE	AAP	AID & ASSIST PROJECT	7/1/2018	-6/30/2019	0./NA	\$0.00	\$71,407.83	C	1	Y	42
37	804	BASE	EDD	EMERGENCY DEPARTMENT	7/1/2018	-6/30/2019	0./NA	\$0.00	\$171,948.88	A	1	Y	43
37	804	BASE	JAIL	JAIL DIVERSION	7/1/2018	-6/30/2019	0./NA	\$0.00	\$8,222.02	A	1	Y	45
37	804	BCIVLM	RNTAST	RENTAL ASSISTANCE	7/1/2018	-6/30/2019	30./SLT	\$1,021.00	\$367,560.00	A	1	Y	48
37	804	BCIVLM	RNTAST	RENTAL ASSISTANCE	7/1/2018	-6/30/2019	0./NA	\$0.00	\$290,596.00	A	1	Y	49
TOTAL FOR SE# 37							\$1,449,475.48	\$0.00					
38	804	BASE	SUPEMP	SUPPORTED EMPLOYMENT	7/1/2018	-6/30/2019	0./NA	\$0.00	\$162,496.00	A	1	Y	50
TOTAL FOR SE# 38							\$162,496.00	\$0.00					
TOTAL FOR 2018-2019							\$9,792,917.54	\$0.00					
TOTAL FOR M0000 153117							\$19,585,835.08	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 04/14/2017

Contract#: 153117
REF#: 001

REASON FOR FAAA (for information only):

This Financial Assistance Award is for Mental Health Services within the Governor's 2017-2019 Balanced Budget (GBB). Amounts reflect Continuing Service Levels as of January 9, 2017. Additional ongoing changes approved after that date will be reflected in a subsequent Financial Assistance Award Amendment referred to as "Adjustment to Base". Payment of funds in this Financial Assistance Award is subject to Legislative approval of the Oregon Health Authority's 2017-2019 Budget, at the level proposed in the Governor's Balanced Budget or higher.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0000 1 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Fieldstone RTH.
- M0000 2 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Johnson Creek SRTP.
- M0000 3 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Mosaic House RHT-YAT.
- M0000 4 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Mossy Meadows RTH.
- M0000 5 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Portland Avenue RTH.

- M0000 6 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Renaissance.
- M0000 7 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Telecare ACT.
- M0000 8 These funds are for MHS 1 from the Community Behavioral and Mental Health Services funds.
- M0000 9 These funds are for Coordinator at Carson Holdings.
- M0000 10 These funds are for MHS 20 from the Community Behavioral and Mental Health Services funds.
- M0000 11 These funds are for Rent Subsidy at Autumn Ridge RTH.
- M0000 12 These funds are for Rent Subsidy at Bridgestone RTH.
- M0000 13 These funds are for Rent Subsidy at Fieldstone RTH.
- M0000 14 These funds are for Rent Subsidy at Johnson Creek SRTF.
- M0000 15 These funds are for Rent Subsidy at Kellogg Creek RTF.
- M0000 16 These funds are for Rent Subsidy at Mossy Meadows RTH.
- M0000 17 These funds are for Rent Subsidy at Portland Avenue RTH.
- M0000 18 These funds are for Service Payment Services for RAMONA-551228.
- M0000 19 These funds are for Treatment Services at Villebois Supported Housing.
- M0000 20 These funds are for Transportation Services at Villebois Supported Housing.
- M0000 21 These funds are for MHS 24 for Acute Psychiatric Inpatient Services from the Community Behavioral and Mental Health Services funds.
- M0000 22 These funds are for MHS 25 from the Community Behavioral and Mental Health Services funds.
- M0000 23 These funds are for MHS 25.
- M0000 24 These funds are for MHS 26 for Invoice Services from 07/01/2017 to 06/30/2019 with Part C.
- M0000 25 These funds are for MHS 26A (EASA).
- M0000 26 These funds are for Rent Subsidy at Mosaic House RTH.
- M0000 27 A) MHS 27 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$538.30 per month per individual. B) These funds are for Mosaic House RTH.

- M0000 28 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$2,530.37 per month per individual. B) These funds are for Alder Creek RTF.
- M0000 29 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$11,003.44 per month per individual. B) These funds are for Autumn Ridge RTH.
- M0000 30 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$4,350.75 per month per individual. B) These funds are for Fieldstone RTH.
- M0000 31 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$236.31 per month per individual. B) These funds are for Service Payment Services for ESTLAN-600811.
- M0000 32 These funds are for MHS 28 for Invoice Services from 07/01/2017 to 06/30/2019 with Part C.
- M0000 33 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$3,290.96 per month per individual. B) These funds are for Johnson Creek SRTF.
- M0000 34 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$5,489.48 per month per individual. B) These funds are for Kellogg Creek RTF.
- M0000 35 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$2,649.09 per month per individual. B) These funds are for Leland House RTF.
- M0000 36 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$26,486.73 per month per individual. B) These funds are for Service Payment Services for OLJOAN-490126.
- M0000 37 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$1,841.79 per month per individual. B) These funds are for Pearl RTF.
- M0000 38 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$3,839.95 per month per individual. B) These funds are for Portland RTH.
- M0000 39 MHS 30 Rate and Slot: For slots utilized during a particular month, OHA will provide financial assistance at the rate of \$465.27 per month per slot for up to 23 slots.
- M0000 40 These funds are for MHS 30 for Invoice Services from 07/01/2017 to 06/30/2019 with Part C.

- M0000 41 These funds are for MHS 36 for Non-Medicaid clients.
- M0000 42 These funds are awarded for the special project described in Exhibit MHS 37-Aid and Assist Client Services to MHS 37 Service Description.
- M0000 43 These funds are awarded for the special project described in Exhibit MHS 37-Emergency Department Diversion to Community-based Services and Supports to MHS 37 Service Description from the Community Behavioral and Mental Health Services funds.
- M0000 44 A) These funds may only be used in accordance with federal regulations related to Mental Health Block Grant (MHBG). B) These funds are awarded for the special project described in Exhibit MHS 37-Emergency Department Diversion to Community-based Services and Supports to MHS 37 Service Description.
- M0000 45 These funds are awarded for the special project described in Exhibit MHS 37-Jail Diversion to MHS 37 Service Description from the Community Behavioral and Mental Health Services funds.
- M0000 46 These funds are awarded for the special project described in Exhibit MHS 37-Jail Diversion to MHS 37 Service Description.
- M0000 47 These funds are awarded for the special project described in Exhibit MHS 37-Mental Health Promotion and Prevention Services to MHS 37 Service Description.
- M0000 48 The expenditure of financial assistance awarded for this special project must result in monthly rental assistance for 30 unduplicated clients not to exceed \$1,021 per month per client. Exhibit MHS 37- Rental Assistance Program Services to Service Description MHS 37 Special Projects applies to the financial assistance subject to this special condition. Under delivery of Services subject to this financial assistance may result in recovery of funds at a rate of \$1,021 for each month Services are under delivered.
- M0000 49 These funds are awarded for the special project described in Exhibit MHS 37-Rental Assistance Program Services to MHS 37 Service Description for barrier removal services, staff cost and administration.
- M0000 50 These funds are for MHS 38.

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 County 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) **MOD#** is the alphanumeric Modification code, assigned by the OHA HSD Contract Unit's staff member, for that specific Financial Assistance Award. A MOD# beginning with an M is a mental health modification; a MOD# beginning with an A is a substance use disorder or problem gambling modification.
 - (2) **CONTRACT#** is the unique identification number of the Agreement containing the Financial Assistance Award. This number is assigned by the Office of Contracts & Procurement (OC&P).
 - (3) **CONTRACTOR** is the County or the legal entity named in and for that specific Agreement containing the Financial Assistance Award.
 - (4) **Input Checked** is for OHA's internal use only.
 - (5) **Date Checked** is for OHA's internal use only.
- b. Financial and Service Information.** Each Service awarded funds is listed by Fiscal Year and then by the Service Element number. The amount of financial assistance awarded for each Service and certain other Service information is listed below the Fiscal Year and then by the Service Element number on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted under Exhibit E, "General Terms and Conditions," section 3.a, of this Agreement. The funds, as set forth on a particular line, will be disbursed in accordance with and are subject to the restrictions set forth on that particular line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:
- (1) **Column 1, SE#:** The Service Element number(s) identifies the Service or Service capacity, as applicable, to be delivered under the approved Service Element(s), as set forth on that particular line of the Financial Assistance Award.
 - (2) **Column 2, Fund:** This column identifies the type of funding for this specific line of the Financial Assistance Award. The types of funds are as follows:
 - (a) 301 Mental Health Block Grant (MHBG) – Federal Funds
 - (b) 313 Projects for Assistance in Transition from Homelessness (PATH) – Federal Funds
 - (c) 406 Tobacco Tax New Investments – Other Funds
 - (d) 420 Beer and Wine Tax (20%) – Other Funds
 - (e) 421 Beer and Wine Tax (40%) Treatment – Other Funds

- (f) 424 Intoxicated Driver Program Fund Outpatient – Other Funds
- (g) 426 Criminal Finds Assessment Prevention – Other Funds
- (h) 427 Marijuana Tax (20%) – Other Funds
- (i) 450 Marijuana Tax (40%) – Other Funds
- (j) 520 Substance Abuse Prevention and Treatment (SAPT) Treatment – Federal Funds
- (k) 708 Temporary Assistance for Needy Families (TANF) Programs – Federal Funds
- (l) 804 Mental Health – General Funds
- (m) 806 Mental Health New Investments – General Funds
- (n) 807 Alcohol and Drug Treatment – General Funds
- (o) 888 Gambling Treatment – General Funds
- (p) 908 Temporary Assistance for Needy Families (TANF) Programs – General Fund Match
- (q) STD Standard Fund Splits – Uses multiple fund types by percentage.

- (3) **Column 3, Proj Code:** This item is for OHA internal use only.
- (4) **Column 4, CPMS:** This item is for OHA’s internal use only.
- (5) **Column 5, Provider:** This is either the Provider’s name or a description for a specific Service as set forth on that particular line of the Financial Assistance Award.
- (6) **Column 6, Effective Dates:** This specifies the time period during which the Service or Service capacity, as applicable, is expected to be delivered utilizing the approved Service funds as set forth on that particular line of the Financial Assistance Award. For purposes of disbursement method “A” (as described in Section (11), “Column 11, Part ABC,” below), these dates also specify the time period during which the approved Service funds will be disbursed to County.
- (7) **Column 7, Slot Change/Type:** This is either the number of slots or number of days of Service or Service capacity, as applicable, OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that particular line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in the amounts and over the course of the time period, as specified on that line of the Financial Assistance Award. This column will be blank, followed by NA if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. The Slot Change/Type is the unit of measurement associated with the Effective Dates set forth in column 6. The Slot Change/Type is expressed in three character designations and have the following meanings:
 - (a) **CSD:** One CSD (or Client Service Day) is one day of Service or Service capacity, as applicable, delivered to one Individual or made available for delivery to one Individual, as applicable.

- (b) **N/A:** N/A means Slot Change/type is not applicable to the particular line.
 - (c) **SLT:** One SLT (or Slot) is the delivery or capacity to deliver, as applicable, the Service to an Individual during the entire period specified in the corresponding line of the Financial Assistance Award.
- (8) **Column 8, Rate:** This is the cost per day, per month, or per Slot Change/Type measurement for the Service or Service capacity, as applicable, to be delivered utilizing the approved Service funds, as set forth on that line of the Financial Assistance Award.
 - (9) **Column 9, Operating Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, for delivery of the Service and is OHA's maximum, not-to-exceed obligation during the time period specified on that particular line, in support of the Services described on that particular line, of the Financial Assistance Award.
 - (10) **Column 10, Startup Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, to be used only for one-time expenses, incurred in initiating, expanding, or upgrading the specified Service, or for other special one-time expenses related to the Service. Startup funds may only be spent for the purposes specified in the Special Condition(s) as listed in Column 16, "SP#." Startup funds are to be expended only in accordance with Exhibit J of this Agreement and with startup procedures within the applicable Service Elements.
 - (11) **Column 11, Part ABC:** This column indicates the method by which OHA disburses the funds awarded under the Agreement, as amended from time to time. The disbursement method listed in this column, as indicated by the letter A, B, or C, will usually be consistent with the disbursement method set forth in the Service Description for the particular Service Element. The characters A, B and C indicate the following disbursement methods:
 - (a) The letter 'A' indicates OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in Column 6, "Effective Dates."
 - (b) The letter 'B' indicates OHA will disburse awarded funds under another agreement and are set forth in this Agreement for tracking purposes only.
 - (c) The letter 'C' indicates OHA will disburse the awarded funds in the manner specified in Column 16, "SP#."

If the disbursement method listed in this column is different than the method set forth in the Service Description, the disbursement method listed in this column shall control. This column only indicates the disbursement method to be used should County be entitled to receive funds awarded, which shall be determined in accordance with the basis of payment as set forth in the applicable Service Element. Any disbursements made to County in excess of the funds County is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement.

- (12) **Column 12, Part IV:** This is the Specialized Service Requirement Code, if applicable, and corresponds with the Specialized Service Requirement described in Exhibit B-2. If a code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirement when the Service is delivered using approved Service funds, as set forth on that line of the Financial Assistance Award.
- (13) **Column 13, PAAF CD:** This column is the Plan/Amendment Approval Form (PAAF) code, which is the lookup field to title the various sections of the PAAF based on this PAAF code.
- (14) **Column 14, Base:** This is the code used to indicate how the Services being provided, as set forth on that line of the Financial Assistance Award, are to be handled at the end of the respective biennium, as follows:
- (a) The letter “Y” in this field indicates the Services subject to and modified by this Agreement, hereafter referred to as MOD, as set forth on that line of the Financial Assistance Award may continue into the next biennium. . This will be contingent on the Services still being required, at that time and at that level, and upon OHA’s funding being continued at the present funding level or higher, through the Legislatively Adopted Budget for that specific biennium.
 - (b) The letter “N” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are not continuing into the next biennium.
 - (c) The letter “M” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are “maybe” going to continue into the next biennium. This will be determined at the time OHA is preparing the next biennium’s Agreements. This code is typically used for Services paid by Federal Grants.
- (15) **Column 15, Client Code:** This column is used when Service funds, as set forth on that line of the Financial Assistance Award, are for a specific client. The coded client name indicates the approved Service funds may only be expended on the delivery of the specified Service to the specified Individual. If this column is blank, Service funds are not intended for any particular Individual.
- (16) **Column 16, SP#:** This column is for Special Conditions, if any, that must be complied with when providing the Service using approved service funds set forth on that line of the Financial Assistance Award. For certain Services, the Special Conditions specify the rate at which financial assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The Special Conditions are identified by a numeric code. A table or tables listing the Special Conditions by numeric code is included in the Financial Assistance Award.

2. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, each financial and service information line in the amendment will either amend an existing line in the financial and service information of the Financial Assistance Award or constitute a new line added to the financial and service information of the Financial Assistance Award. A financial and service information line in a Financial Assistance Award amendment (an “Amending Line”) amends an existing line of the Financial Assistance Award (a “Corresponding Line”) if the line in the Financial Assistance Award amendment awards funds for the same Service, specifies the same electronic Child and Adolescent Needs and Strengths (eCANS) Name (if applicable), and specifies the same SE# as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the Effective Dates specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved Operating Dollars column, those funds are added to the approved Operating Dollars of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the approved Operating Dollars column, those funds are subtracted from the approved Operating Dollars of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the Slot Change/Type column, those Slots are added to the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the Slot Change/Type column, those Slots are subtracted from the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a financial and service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

- 1. County Expenditures on Substance Use Disorders Services.** In accordance with ORS 430.345 to 430.380 (the “Mental Health Alcoholism and Drug Services Account”), County shall maintain its 2017-2018 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2016-2017. Furthermore, and in accordance with the Mental Health Alcoholism and Drug Services Account, County shall maintain its 2018-2019 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2017-2018. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.
- 2. Limitations on use of Financial Assistance Awarded for Substance Use Disorders.** Financial assistance awarded under this Agreement for Substance Use Disorders (as reflected in the Financial Assistance Award), may not be used to:

 - a. Provide inpatient hospital services;
 - b. Make cash payments to intended recipients of health services;
 - c. Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - d. Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or
 - e. Carry out any program prohibited by section 256(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which specifically prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
- 3.** County shall maintain separate fund balances for the Mental Health, Substance Use Disorders and Problem Gambling Services.
- 4. County Investigating and Reporting Allegations of Abuse for Mental Health Services.** County shall investigate and report all allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765, as such statutes and rules may be revised from time to time.
- 5. Trauma Informed Services** also referred to as **Trauma Informed Care (TIC)**. CMHP shall comply with OAR 309-019-0105(114) as it relates to TIC. Providing any OHA Services, CMHP will have a TIC plan and TIC will appear as a core principle in CMHP policies, mission statement, and written program and service information, in accordance with OHA Trauma Informed Care (TIC) Policy located at <https://www.oregon.gov/oha/amh/trauma-policy/Trauma%20Policy.pdf>. CMHP will initiate and complete an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

6. **Promotion, Prevention, Early Identification and Intervention.** Within available funds, CMHP will focus on promotion, prevention and early identification and intervention of conditions that lead to behavioral and mental health conditions in the array of interventions supported by CMHP services. This focus will lead to improved outcomes and enhanced healthcare experiences for Individuals as well as reduce overall expenditures.
7. **Clinical Interventions and Support Services** provided to any Individual enrolled in the Oregon Health Plan (OHP) who is covered for these Services and for which the CCO or Medical Assistance Programs (MAP) pays for these Services are not eligible for Services. The OHP benefit package includes many of the Services provided under this Agreement. The intent is not to duplicate OHP but rather augment the package of Services.
8. **Performance Standards and Quality Measures.** County shall comply with the following:
 - a. A Provider delivering Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
 - b. The quality of Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. The criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded. County shall develop and implement quality assurance and quality improvement processes to progressively improve, as measured by the criteria set forth below, the quality of Services provided under this Agreement. OHA may provide performance incentive funds to some or all of these standards and measures. OHA may recommend additional actions to improve quality.
 - (1) **Access:** Access is measured by OHA as the percentage of county residents, as estimated by an OHA approved survey to determine treatment need, who are enrolled in Services with the exception of prevention and promotion. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.
 - (2) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of the original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 calendar days. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.
 - (3) **Treatment Service Retention:** Treatment service retention is measured as the percentage of Individuals engaged in and receiving Services (excluding prevention and promotion) with funds provided through this Agreement who are actively engaged in Services for 90 calendar days or more. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.
 - (4) **Reduced Use:** Reduced use is measured as the percentage of Individuals engaged in and receiving substance use disorder services with funds provided through this Agreement who reduce their use of alcohol or other drugs during treatment/Services, as reported in MOTS.

- (5) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit within 7 calendar days after hospitalization for mental illness or any facility-based Service defined as residential. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.
- (6) **Hospital and Facility-Based Readmission Rates:** Hospital and facility-based readmission rates are measured as a percentage of the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days divided by the total number of discharges. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.
- (7) **Parent-Child Reunification:** Parent-child reunification is measured as a percentage by dividing the number of parents reunited with a child (or multiple children) by the total number of parents served who had children in an out-of-home placement or foster care due to child welfare involvement. This measure applies to substance use disorder Services only.
- (8) **Functional Outcomes – Housing Status; Employment Status; School Performance; and Criminal Justice Involvement:** Four functional outcome measures will be monitored by OHA and reported to the County as follows:
 - (a) **Housing Status:** This measure will be monitored and reported when improved housing status is established as a goal of treatment and Services; or when a person is homeless or in a licensed care facility. The measure is expressed as the number of Individuals who improve housing status, as indicated by a change from homelessness or licensed facility-based care to private housing, divided by the total number of Individuals with a goal to improve housing. This measure applies to all program areas; mental health, problem gambling, and substance use disorder services.
 - (b) **Employment Status:** This measure will be monitored and reported when employment is a goal of treatment and Services. This measure is expressed as the number of Individuals who become employed, as indicated by a change in employment status, divided by the total number of Individuals with a goal of becoming employed. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.
 - (c) **School Performance:** This measure will be monitored and reported when improved school attendance is a goal of treatment and Services. The measure is expressed as the number of Individuals who improve attendance in school while in active treatment, divided by the total number of Individuals with a goal of improved attendance. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.
 - (d) **Criminal Justice Involvement:** This measure will be monitored by OHA for Individuals referred by the justice system. The measure is expressed as the number of Individuals who were not arrested after an episode of active treatment or two consecutive quarters (whichever comes first), divided by the total number of Individuals referred by the justice system. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.

- (e) **Average Daily Population (ADP) in State Hospital:** This measure is defined as staying at or below a target ADP of Individuals in the state hospital psychiatric recovery program for which the County is responsible... This measure is calculated on a rolling three-year share of County civil commitments and share of the adult population. This measure applies only to mental health services.
- (f) **Average Length of Stay on the Oregon State Hospital (OSH) Ready to Transition List:** OHA will monitor the average length of stay on the OSH ready to transition list at or below a pre-determined target for each county. The measure will be calculated based upon the number of Individuals on the OSH ready to transition list who exceed the target length of stay, divided by the total number of Individuals placed on the OSH ready to transition list. This measure applies only to mental health services.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING 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, OHA shall disburse the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth below and, as applicable, in the Service Descriptions and the Financial Assistance Award. Disbursement procedures may vary by Service.
- (1) Disbursement of Financial Assistance Awarded for Services in Financial Assistance Award.** As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.
- (2) Disbursements Remain Subject to Recovery.** All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Recovery of Financial Assistance section below.
- b. Conditions Precedent to Disbursement.** OHA’s obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1)** No County default, as described in Section 6 of Exhibit F, “Standard Terms and Conditions,” has occurred.
- (2)** County’s representations and warranties, as set forth in Section 4 of Exhibit F, “Standard Terms and Conditions,” 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.**
- (1) Notice of Underexpenditure, Overexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A “Definitions”) of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof, with a detailed spreadsheet providing supporting data of an under or over expenditure, and OHA and County shall engage in the process described in the Recovery of Underexpenditure or Overexpenditure section below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A “Definitions”) of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Recovery of Misexpenditures section below.

(2) **Recovery of Underexpenditure or Overexpenditure.**

- (a) **County's Response.** County shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure or from the date of receipt of the notice, whichever is later, to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in the Appeals Process section below. If County fails to respond within that 90 calendar day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.
- (b) **Appeals Process.** Upon receipt of the final notice, if County notifies OHA that it wishes to engage in the Appeals Process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there was no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure was different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, County 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 County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payment section below. If OHA and County are unable to agree to whether there has been an Underexpenditure or Overexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration. If both parties are unable to agree to further dispute resolution, the parties shall proceed according to the procedures described in the Recovery from Future Payments section below.
- (c) **Recovery from Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to this Recovery of Underexpenditure or Overexpenditure section, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure from amounts owed County by OHA as set forth in this Section and shall identify the amounts, which OHA intends to offset, (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County 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 County by

OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, OHA may select the particular agreements, between OHA and County, and amounts from which it will recover the Underexpenditure or Overexpenditure, after providing notice to the County and subject to the following limitations: OHA shall first look to amounts owed to County (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 County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due to County under the 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 or Overexpenditure.

(3) Recovery of Misexpenditure.

- (a)** If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of money disbursed to County under this Agreement, OHA shall provide to County a written notice of recovery, with a detailed spreadsheet providing supporting data of the Misexpenditure attached, and OHA and County shall engage in the process described in the Appeal Process section below.
- (b) County's Response.** From the effective date of the Misexpenditure notice or from the date of receipt of notice, whichever is later, County shall have the lesser of 60 calendar days; or 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 Misexpenditure as identified by OHA in the notice; or
 - ii.** Notify OHA that County wishes to repay the amount of the Misexpenditure, as identified by OHA in the notice, from future payments pursuant to the Recovery from Future Payments section below; or
 - iii.** Notify OHA that it wishes to engage in the applicable appeal process, as set forth in the Appeal Process section below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the Misexpenditure identified in the notice from future payments as set forth in Recovery from Future Payment section below.

- (c) **Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a notice of Misexpenditure from OHA, 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 Section 20(b) or (c) of Exhibit A, “Definitions,” County and OHA shall engage in the process described in this Appeal Process section to resolve a dispute regarding the notice of Misexpenditure. First, County and OHA shall engage in non-binding discussions, to give the County 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 in the notice, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of the Misexpenditure. At County’s request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of the Misexpenditure. In determining an appropriate apportionment of responsibility, County 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 County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below. If OHA and County continue to disagree as to whether 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 State of Oregon Department of Justice and County 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 Section 20(a) of Exhibit A, “Definitions,” 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 County may 30 calendar 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 County 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 County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County requests, 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 (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. County and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either County, OHA, or both may, at their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the 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 Recovery from Future Payments section below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall also 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 County does not request that OHA pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, within 90 calendar 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, County shall repay to OHA the amount of the Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.

- C.** If County 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 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar 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 the Recovery from Future Payments section below.
- D.** Notwithstanding County's Response section above, if the Misexpenditure was expressly authorized by 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, County will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
 - II.** For purposes of this Section, an OHA writing must interpret this Agreement or OHA rule and be signed by the Director of OHA, the Chief Health Systems Officer, or the Section Director.

OHA shall designate an alternate officer in the event the Health Systems Division is abolished. Upon County's request, OHA shall notify County of the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.
 - III.** The OHA writing must be in response to a request from County for expenditure authorization or a statement intended to provide official guidance to County 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 OHA writing.

- IV. If the OHA writing is in response to a request from County for expenditure authorization, the County's request must be in writing and signed by the director of a County department with the authority to make such a request or by the County 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.
- V. 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 County expenditures that were made in compliance with the writing and during the term of the writing.
- VI. 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, law, or any other applicable authority.. However, County is not responsible for a misexpenditure that was based on an OHA writing that was effective at the time of the misexpenditure.
- VII. OHA rule does not authorize an expenditure that this Agreement prohibits.

- (d) **Recovery from Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to the Appeal Process section above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under this Agreement or any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Misexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and subject to the following limitations: OHA shall first look to amounts owed to County (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 County by OHA. In no case, without the prior consent

of County, shall OHA deduct from any one payment due County under the 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.

(4) Additional Provisions related to parties' rights and obligations with respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (a)** County shall cooperate with OHA in the Agreement Settlement process.
- (b)** OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned upon County's recovery of any money from any other entity.
- (c)** If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (d)** Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.
- (e)** Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Use of Financial Assistance. County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.

3. Award Adjustments

- a.** County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the Effective Date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Award Adjustments section and other than from Federal Funds) County may use funds for other Services in that Program Area (other than financial assistance provided to County for MHS 26, MHS 27, MHS 28, MHS 37, A&D 60, A&D 61, A&D 80, A&D 81, A&D 82, and A&D 83, which is not subject to this 10 percent use adjustment). If County uses financial assistance described in the Financial Assistance Award in reliance on this Award Adjustments section, County shall promptly notify in writing of such use.
- b.** Financial assistance disbursed to County under this Agreement that County would be entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the financial assistance to be used by County prior to termination or expiration of this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.

4. Amendments Proposed by OHA.

- a. Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 calendar days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award, as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.
- b. Other Amendments.** County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in the previous subsection a., promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 calendar days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date this Agreement shall be considered amended as set forth in the accepted amendment.

- 5. Provider Contracts.** Except when the Service expressly requires the Service or a portion thereof to be delivered by County directly and subject to the Provider Monitoring section below, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a “Provider”) through a contract (a “Provider Contract”). Subject to the Provider Monitoring section below, County 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 those subcontracts shall be considered Provider Contracts under this Agreement. County 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 Service. If County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing, identify for sub-recipients the amount of federal funds included in the Provider Contract, provide the CFDA number, and contain each of the provisions set forth in Exhibit H, “Required Provider Contract Provisions,” 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 Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and Special Conditions. County 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.
- 6. Provider Monitoring.** County shall monitor each Provider’s delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Provider. County 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 deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County, 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.
- 7. Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Services, County shall:

 - a. Make available to a Client, without charge to the Client, upon the 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 County.
 - b. Make available to a Client, without charge to the Client, upon the Client’s or OHA’s request, any and all written materials in the prevalent non-English languages in the area served by County’s CMHP.
 - c. Make available to a Client, without charge to the Client, upon the Client’s or OHA’s request, oral interpretation services in all non-English languages in the area served by County’s CMHP.
 - d. Make available to Clients with hearing impairment, without charge to the Client, upon the 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 by CMHP in connection with the Services and all Provider Contracts related to this Agreement. The County may develop its own forms and materials and with such forms and materials the County shall be responsible for making them available to a Client, without charge to the Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the Client or CMHP, in the prevalent non-English language.

8. **Reporting Requirements.** If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:
 - a. Client, Service and financial information as specified in the Service Description.
 - b. All additional information and reports that OHA reasonably requests.
9. **Operation of CMHP.** County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it begins using the funds for that Service 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 Service in accordance with Exhibit F, Termination section; or (c) termination by the County, in accordance with Exhibit F, Termination section, of County’s obligation to include in its CMHP a Program Area that includes that Service.
10. **OHA Reports.**
 - a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:
 - (1) Summary reports to County and County’s Providers from MOTS data as reported to OHA under this Agreement; and
 - (2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit C for the delivery of Services.
 - b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.
11. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
12. **Payment of Certain Expenses.** If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County 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 County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (<http://www.oregon.gov/das/Financial/Acctng/Pages/oam.aspx>) under 40.10.00 as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

- 13. Effect of Amendments Reducing Financial Assistance.** If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County’s obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Services actually delivered.
- 14. Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration.** If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Chief Health Systems Officer for the Health Systems Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Alternative Dispute Resolution below.
- 15. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 16. 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 (except as provided below for Software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:

 - (1) Network;
 - (2) Personal Computer;
 - (3) Printer/Plotter;
 - (4) Server;

- (6) Storage device that will contain client information;
- (7) Storage device that will not contain client information, when the acquisition cost is \$100 or more; and
- (8) Software, when the acquisition cost is \$100 or more.

b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:

- (1) description of the Equipment;
- (2) serial number;
- (3) where Equipment was purchased;
- (4) acquisition cost and date; and
- (5) location, use and condition of the Equipment

County shall provide the Equipment inventory list electronically to the Agreement Administrator at amhcontract.administrator@state.or.us annually by June 30th of each year. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any Providers. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.

c. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County 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, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to OHA or to a subsequent contractor, OHA may require County to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.

d. 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 authorizing the purchase.

e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.320, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

17. Nothing in this Agreement shall cause or require County 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 Disbursement and Recovery of Financial Assistance above.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT F
STANDARD TERMS AND CONDITIONS**

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs or related to client rights; (c) all state laws requiring reporting of Client abuse; 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. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

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

 - (1) Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) **Due Authorization.** The making and performance by County of this Agreement: (a) have been duly authorized by all necessary action by County; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- (7) **Services.** To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award, applicable Service Description and applicable Specialized Service Requirement.

b. OHA represents and warrants as follows:

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

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

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

5. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 5.a.(1).

b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the 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 County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County 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.

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

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

b. Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;

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

The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Service Description.

7. 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 in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.

8. Termination.

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

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

- c. OHA and County agree that this Agreement extends to September 1, 2019, but only for the purpose of amendments to adjust the allocated budget (Exhibit C, “Financial Assistance Award”) for Services performed, or not performed, by County during the 2017-19 biennium and prior to July 1, 2019. If there is more than one amendment modifying the Financial Assistance Award, the amendment shall be applied to the Financial Assistance Award in the order in which the amendments are executed by County and OHA. In no event is the County authorized to provide any Services under this Agreement, and County is not required to provide any Services under this Agreement, after June 30, 2019.

9. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not OHA has paid or disbursed to County 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 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 Service or 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 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 Service, from the effective date of this Agreement through the termination date.
- (2) Upon termination of this Agreement in its entirety, County shall have no further obligation under this Agreement to operate a CMHP.

b. Individual Program Area or Service.

- (1) Upon termination of OHA’s obligation to provide financial assistance under this Agreement for a particular Service, OHA shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Service, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service except: (a) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a rate per unit of service or service capacity basis, to the extent that OHA’s prior disbursement of financial assistance for that Service is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the first day of the period for which the funds were awarded through the earlier of the termination of OHA’s obligation to provide financial assistance for that Service or the last day of the period for which the funds were awarded; and (b) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a cost reimbursement basis, to the extent that OHA’s prior disbursement of financial assistance for that Service is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the effective date of this Agreement through the termination of OHA’s obligation to provide financial assistance for that Service.

- (2) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, County shall have no further obligation under this Agreement to include that Service in its CMHP.
- (3) Upon termination of County's obligation to include a Program Area in its CMHP, OHA shall have (a) no further obligation to pay or disburse financial assistance to County under this Agreement for System Management and Coordination – Mental Health Services (MHS 01) and System Management and Coordination - Substance Use Disorders and Problem Gambling Services (A&D 03) in that Program Area whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for local administration of Services in that Program Area; and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, 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 Service or Service capacity of that type performed or made available during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, 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 County with respect to delivery of that Service, during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP.
- (4) Upon termination of County's obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.

c. Disbursement Limitations. Notwithstanding subsections (a) and (b) above:

- (1) Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and
- (2) Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.

d. Survival. Exercise of a termination right set forth in the Termination section of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's right to receive financial assistance to which it is entitled hereunder, as described in subsections a. and b. above and as determined through the Agreement Settlement process, or County's right to invoke the dispute resolution processes under Sections 14 and 15 of Exhibit E. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's obligations under this Agreement or OHA's right to enforce this Agreement against County in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms shall not affect County'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 County's use of financial assistance actually disbursed by OHA hereunder, County's obligation to cooperate with OHA in the Agreement Settlement process, or OHA's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure, Overexpenditure or Misexpenditure. If a termination right set forth in Section 8 of this Exhibit is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

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

11. Insurance. County shall require Providers to maintain insurance as set forth in Exhibit I, "Provider Insurance Requirements," which is attached hereto.

12. Records Maintenance; Access and Confidentiality.

a. Access to Records and Facilities. OHA, 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 the County that are directly related to this Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of OHA to perform site reviews of all Services delivered by County.

b. Retention of Records. County 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 Service, for a minimum of six 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 Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.

- c. **Expenditure Records.** County shall document the use and expenditure of all financial assistance paid by OHA under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OHA to verify how the financial assistance paid by OHA under this Agreement was used or expended.
- d. **Client Records.** If County delivers a Service directly, County shall create and maintain a Client record for each Client who receives that Service, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training or care plan;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by OHA in administrative rules.

County shall retain Client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, Client records must be retained for a minimum of six years from termination or expiration of this Agreement.

- e. **Safeguarding of Client Information.** County shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.509 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

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

15. Assignment of Agreement, Successors in Interest.

- a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.

16. No Third Party Beneficiaries. OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

17. 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 by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

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

19. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
250 Winter Street NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-373-7889

COUNTY: Contact Name: Pamela Douglas
e-mail: pameladou@co.clackamas.or.us
Title: Contracts Analyst Clackamas County- Behavioral Health Division
Street Address: 2051 Kaen Road Suite 154
City, State Zip: Oregon City, OR 97045
Telephone: 503-742-5316 Facsimile: 503-742-5312

20. **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.
21. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
22. **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.
23. **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.
24. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

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

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of section 2 of Exhibit F, County shall comply, and as indicated, require all Providers 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.** County 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, County 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 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all 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 County 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. County shall include and require all Providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

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

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.** Sub recipients, as defined in 45 CFR 75.2, which includes, but is not limited to County, shall comply, and County shall require all Providers to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** County shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing Services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar 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 County, or any of County'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 County or County's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the County or County'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.
10. **Pro-Children Act.** County shall comply and require all Providers to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent County provides any Service in which costs are paid in whole or in part by Medicaid, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
- a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 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 Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).
12. **ADA.** County shall comply with Title II of the Americans with Disabilities Act 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.
13. **Agency-Based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. 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.

15. Special Federal Requirements Applicable to Substance Use Disorders Services for Counties receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

a. Order for Admissions:

- (1) Pregnant women who inject drugs;
- (2) Pregnant substance abusers;
- (3) Other Individuals who inject drugs; and
- (4) All others.

b. Women's or Parent's Services. If County provides A&D 61 and A&D 62 Services, County must:

- (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
- (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

c. Pregnant Women. If County provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services, County must:

- (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within 48 hours;

- (2) If County has insufficient capacity to provide treatment Services to a pregnant woman, County must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and
 - (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- d. Intravenous Drug Abusers.** If County provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services, County must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days;
 - (3) If County receives a request for admission to treatment from an intravenous drug abuser, County must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
 - (a) 14 calendar days after the request for admission to County is made;
 - (b) 120 calendar days after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request; or
 - (c) If County has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus(HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
- e. Infectious Diseases.** If County provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services County must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from County; and

- (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
- (3) For purposes of (2) above, “tuberculosis services” means:
 - (a) Counseling the Individual with respect to tuberculosis;
 - (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
 - (c) Appropriate treatment services.
- f. **OHA Referrals.** If County provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services, County must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Substance Use Disorders and Problem Gambling Service delivery to persons referred by OHA.
- g. **Barriers to Treatment.** Where there is a barrier to delivery of any Substance Use Disorder and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, County shall develop support services available to address or overcome the barrier, including:
 - (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication (except as provided in Exhibit E, “General Terms and Conditions,” Section 7., “Alternative Formats and Translation of Written Materials, Interpreter Services”).
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. **Misrepresentation.** County shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.
- i. **Oregon Residency.** Substance Use Disorders Services funded through this Agreement, except for A&D 60 Problem Gambling Client Finding Outreach Services, A&D 80, A&D 81, A&D 82 and A&D 83, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child’s residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.

- j. **Tobacco Use.** If County has Substance Use Disorders Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.
 - k. **Client Authorization.** County must comply with 42 CFR Part 2 when delivering a Substance Use Disorder Service that includes disclosure of Client information for purposes of eligibility determination. County must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of a Substance Use Disorder Service to that Individual.
16. **Community Mental Health Block Grant.** All funds, if any, awarded under this Agreement for Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and County shall comply with those restrictions.
 17. **Substance Abuse Prevention and Treatment.** To the extent County provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent County provides any substance abuse prevention or treatment services, County shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87
 18. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/amh/Pages/federal-reporting.aspx>.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS AND PROBLEM GAMBLING 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 Contract in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Contract 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. If this Contract requires Provider to deliver Substance Use Disorders and Problem Gambling Services, Provider may not use the funds paid to Provider under this Contract for such services to:
- (1) Provide inpatient hospital services;
 - (2) Make cash payments to intended recipients of health services;
 - (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise); or
 - (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
- d. Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this requirement, shall at Provider's own expense submit to OHA 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 to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

2. Records Maintenance, Access and Confidentiality.

- a. **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 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

County 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 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider 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 Provider under this Contract were expended.
- d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training and/or care plan;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

- e. **Safeguarding of Client Information.** Provider 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 foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. 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 County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.**

All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the "Who Reports in MOTS Policy," as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

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 the Oregon Health Authority's administrative rules or by the 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, County'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 written materials created or delivered in connection with the services and all provider contracts related to this Agreement.

- 4. **Reporting Requirements.** Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
 - a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit G, Required Federal Terms and Conditions, Section 14. Disclosure.
- 5. **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 community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; 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 County thereunder, with the federal requirements set forth in Exhibit G "Required Federal Terms and Conditions," to the certain 2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, 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.

6. 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 County.
7. 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, County, 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, subcontractors or agents under this Contract.
8. Provider understands that Provider 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.
9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. 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 "Provider Insurance Requirements," of the certain 2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference.
11. 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.
12. Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT I
PROVIDER INSURANCE REQUIREMENTS**

County 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 County 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. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the 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 County permit a Provider to work under a Provider Contract when the County 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 County 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:** Must be 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).

2. **Professional Liability:** **Required by OHA** **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts 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 containing the following Services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 60-HOUSING, A&D 60-START UP, A&D 60-SPF-PFS, A&D 62, A&D 63, A&D 66, A&D 80, A&D 81, A&D 82, A&D 83, MHS 01, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 37-AID & ASSIST, MHS 37-CHOICE, MHS 37-JAIL DIVERSION, MHS 37-MH PROMOTION & PREVENTION, MHS 37-RENTAL ASSISTANCE, MHS 37-PARENT CHILD IINTERACTION THERAPY, MHS 37-PEER DELIVERED SERVICES, MHS 37-RESTORATIVE SERVICES, MHS 37-SCHOOL BASED, MHS 37-START UP, MHS 37-SUPPORTED EDUCATION, MHS 37-YOUNG ADULT HUB, MHS 39	\$1,000,000
A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28A, MHS 128	\$2,000,000

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 containing the following services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 60-HOUSING, A&D 60-START UP, A&D 60-SPF-PFS, A&D 61, A&D 62, A&D 63, A&D 66, A&D 67, A&D 71, A&D 80, A&D 81, A&D 82, A&D 83, MHS 01, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 37-AID & ASSIST, MHS 37-CHOICE, MHS 37-JAIL DIVERSION, MHS 37-MH PROMOTION & PREVENTION, MHS 37-RENTAL ASSISTANCE, MHS 37-PARENT CHILD INTERACTION THERAPY, MHS 37-PEER DELIVERED SERVICES, MHS 37-RESTORATIVE SERVICES, MHS 37-SCHOOL BASED, MHS 37-START UP, MHS 37-SUPPORTED EDUCATION, MHS 37-YOUNG ADULT HUB, MHS 39, MHS 128	\$1,000,000

4. **Automobile Liability:** **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:
A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, A&D 83, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 36, MHS 37-AID & ASSIST, MHS 37-CHOICE, MHS 37-JAIL DIVERSION, MHS 37-RENTAL ASSISTANCE, MHS 37-PARENT CHILD INTERACTION THERAPY, MHS 37-PEER DELIVERED SERVICES, MHS 37-RESTORATIVE SERVICES, MHS 37-SCHOOL BASED, MHS 37-START UP, MHS 37-SUPPORED EDUCATION, MHS 37-YOUNG ADULT HUB, MHS 39, MHS 128	\$1,000,000
MHS 27, MHS 28, MHS 28A	\$2,000,000

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. **Notice of Cancellation or Change.** The Provider or its insurer must provide 30 days’ written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
7. **“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 County ’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.

8. **Certificate(s) of Insurance.** County 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.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT J
START-UP PROCEDURES**

**Substance Use Disorders and Problem Gambling Special Projects (A&D 60-Start-Up)
MHS Special Projects (MHS 37-Start-Up)**

Introduction

Start-Up funds are awarded for expenses necessary to begin, expand, or improve services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Start-Up funds are typically disbursed prior to initiation of services. Funds are used to cover costs such as employee salaries and training, furnishings and supplies, renovation of facilities under \$10,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

Requirements for Start-Up Payment

Payment of Start-Up funds is subject to the following requirements and any Special Conditions which are specified in Exhibit C.

1. Basis and Method of Payment

- a. Funds are paid for actual allowable expenses up to the limit specified for Start-Up. Allowable expenses for each service element are limited to those listed under Allowable Start-Up Expenditures in this Exhibit. OHA must approve payment for all Start-Up funds.
- b. After execution of this Agreement or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.
- c. A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:
 - (1) When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e. the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Health Systems Division as the Security Interest Holder to OHA within five (5) calendar days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Health Systems Division
500 Summer Street NE, E86
Salem, OR 97301

- (2) When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

2. **Special Written Approval Authorizations**

When using Start-Up funds the following circumstances require special written authorization from OHA prior to acquisition. These circumstances should be communicated to OHA within 14 calendar days of the anticipated acquisition date.

a. **WHEN LEASING:**

- (1) Acquisition of real property, vehicles or capital items pursuant to a Lease;
- (2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition; and
- (3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

b. **OTHER:**

A change in the intended use of Start-Up funds or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

3. **Release of Payments**

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 calendar days of the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

4. **Start-Up Expenditure Documentation Maintained by County**

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

- a. The amount advanced;
- b. The amount expended on each allowable category, and the amount expended on each item listed as required in Special Written Approval Authorizations above and pre-approved by OHA; and
- c. Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit.

County must maintain supporting documentation for all expenditures (i.e., receipts).

5. Expenditure Reports to OHA

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 45 calendar days following the termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

6. Recovery of Start-Up Funds

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

- a. Bill County for subject funds;
- b. Following 30 calendar days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or
- c. Take other action needed to obtain payment.

7. Dedicated Use Requirement

Vehicles costing \$1,000 or more must be used to provide the service for which OHA approved the Start-Up funds. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

8. Removal of Liens

The following steps describe the process for removal of liens:

To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

ALLOWABLE START-UP EXPENDITURES

Mental Health, Substance Use Disorders, and Problem Gambling

1. **Policies:** Start-Up funds:

- a. Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.
- b. Must be expended only for items and services listed below.
- c. Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients.
- d. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by HSD.

2. **Allowable Costs**

- a. **Personnel Costs:** Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.
 - (1) Salaries and wages up to 2 months for Program Administrator and up to 2 weeks for program staff, or as otherwise approved by OHA;
 - (2) OPE costs; and
 - (3) Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).
- b. **Facility Costs:** Up to 2 months prior to opening, or as otherwise approved by OHA.
 - (1) Lease/mortgage payments and deposits;
 - (2) Property taxes and maintenance fees not included in lease or mortgage payments;
 - (3) Utility costs, including hook-up fees;
 - (4) Equipment rental costs; and
 - (5) Initial insurance premiums (general liability and professional liability insurance).
- c. **Program Staff Training:** Up to 2 weeks for program staff, or as otherwise approved by OHA:
 - (1) Training materials;
 - (2) Training fees;
 - (3) Trainer fees; and
 - (4) Travel costs (excluding out of state).
- d. **Services and Supplies:**
 - (1) Program and office supplies; and
 - (2) Initial supplies of food, maintenance, and housekeeping items.

e. **Capital Outlay:**

- (1) Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs;
- (2) Technical or adaptive equipment needed by clients but not available through the Adult and Family Services (client medical card), Vocational Rehabilitation, or other appropriate service agency;
- (3) Office furnishings and equipment proportionate to size of residential program/staff being implemented;
- (4) Vehicle purchases or down payment; lease payments and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment such as lifts or ramps; and
- (5) Renovation of real property costing less than \$10,000.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT K
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER LISTING**

Clackamas County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
MHS 01	System Management and Coordination		N/A	
A&D 03	System Management and Coordination - Addictions Services		N/A	
A&D 60	Special Projects		N/A	
A&D 60	Intoxicated Driver Program Fund (IDPF)		N/A	
A&D 60	Problem Gambling Client Finding Outreach Services		N/A	
A&D 60	Start-Up to A&D 60 Service Description		N/A	
A&D 60	Housing Assistance		N/A	
A&D 61	Adult Substance Use Disorder Residential Treatment Services		N/A	
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use		N/A	
A&D 63	Peer Delivered Services	Subrecipient	SAPT	93.959
A&D 66	Community Behavioral and Substance Use Disorder Services	Subrecipient	SAPT	93.959
A&D 67	Substance Use Disorder Residential & Day Treatment Capacity		N/A	
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Treatment Enhancement		N/A	
MHS 20	Non-Residential Mental Health Services For Child, Youth and Adults		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community Crisis Services for Adults and Children		N/A	
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults In Transition		N/A	
MHS 26A	Non-Residential Mental Health Services For Youth & Young Adults in Transition		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In		N/A	
MHS 28	Residential Treatment Services		N/A	

Clackamas County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals under the		N/A	
MHS 31	Enhanced Care and Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	
MHS 34A	Relative Foster Care		N/A	
MHS 35	Older/Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Resident Review Services (PASRR)		N/A	
MHS 37	Assertive Community Treatment Services		N/A	
MHS 37	Aid and Assist Client Services		N/A	
MHS 37	Choice Model Services		N/A	
MHS 37	Emergency Department Diversion	Subrecipient	MHBG	93.958
MHS 37	Jail Diversion		N/A	
MHS 37	Mental Health Promotion and Prevention Services		N/A	
MHS 37	MHS Special Projects		N/A	
MHS 37	Peer Delivered Services (PDS)		N/A	
MHS 37	Parent Child Interaction Therapy Services (PCIT)		N/A	
MHS 37	Rental Assistance Program Services		N/A	
MHS 37	Restorative Services		N/A	
MHS 37	School-Based Mental Health Services		N/A	
MHS 37	Start-Up		N/A	
MHS 37	Tribal-Based Mental Health Services		N/A	
MHS 37	Young Adult Hub Programs (YAHP)		N/A	

Clackamas County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
MHS 37	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)		N/A	



M. BARBARA CARTMILL
DIRECTOR

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

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order designating maximum weight limitations on
Faubion Loop Road and Suter Road

Purpose/Outcomes	Designate maximum weight limitation on Faubion Loop Rd and revise maximum weight limitation on Suter Ave
Dollar Amount and Fiscal Impact	The cost of installing weight restriction signs would be minimal.
Funding Source	Road Fund
Duration	N/A
Previous Board Contact	Board Order No. 2017-16 establishing a 3 ton weight limit restriction on the GOOSE CREEK, SUTER AVE BRIDGE (BR. NO. 20462).
Strategic Plan Alignment	Build a strong infrastructure. Build public trust through good government.
Contact Person	Christian Snuffin, Senior Traffic Engineer – 503-742-4716

The Oregon Department of Transportation has inspected the Bear Creek, Faubion Loop Bridge (Bridge No. 05C03) and the Goose Creek, Suter Ave Bridge (Bridge No. 20462), and has recommended that these bridges be posted for weight restrictions as follows:

BEAR CREEK, FAUBION LOOP BRIDGE (BR. NO. 05C03) WEIGHT LIMITS:
SINGLE UNIT WITH 5 OR 6 AXLES: 29 TONS
SINGLE UNIT WITH 7 AXLES: 31 TONS

GOOSE CREEK, SUTER AVE BRIDGE (BR. NO. 20462) WEIGHT LIMIT:
9 TONS.

Earlier this year, the Board adopted Order No. 2017-16 which established a 3 ton weight limit restriction on the GOOSE CREEK, SUTER AVE BRIDGE (BR. NO. 20462). Since that restriction was put in place, ODOT has revised its weight restriction recommendation for the GOOSE CREEK, SUTER AVE BRIDGE (BR. NO. 20462) from 3 tons to 9 tons. This Board Order will supersede Board Order No. 2017-16, and will implement ODOT's recommendation to establish a 9 ton weight restriction on the GOOSE CREEK, SUTER AVE BRIDGE (BR. NO. 20462).

RECOMMENDATION:

Staff respectfully requests that the Board approve this board order to impose weight limits on the subject roads, so that County forces may erect and maintain signs to give proper notice of the designations. County Counsel has reviewed and approved this board order.

Respectfully submitted,

Mike Bezner

In the matter of establishing ODOT-mandated load limits on Bear Creek, Faubion Loop Bridge (BR. NO. 05C03) and revising load limits on Suter Ave, Goose Creek Bridge (BR. NO. 20462)

Order No.

Page 1 of 2

This matter coming regularly before the Board of County Commissioners and it appearing that the Board, pursuant to ORS 810.030, as the road authority, may impose restrictions on the operation of certain kinds of vehicles on county roads outside the boundaries of an incorporated city when it determines that the restriction is necessary to protect any county road or section of county road from being unduly damaged, or where necessary to protect the interest and safety of the general public; and

It further appearing to the Board that the Oregon Department of Transportation (ODOT) has inspected the Bear Creek, Faubion Loop Bridge (No. 05C03), and the Goose Creek, Suter Ave Bridge (No. 20462), and has recommended that these bridges be posted for weight restrictions; and

It further appearing to the Board that the Board previously adopted Board Order 2017-16 establishing a 3 ton load limit on the Goose Creek, Suter Ave Bridge; and

It further appearing to the Board that ODOT has since revised its load limit recommendation on the Goose Creek, Suter Ave Bridge from a 3 ton load limit to a 9 ton load limit and the Board desires to implement this recommendation by replacing the 3 ton load limit established by Board Order 2017-16 with a 9 ton load limit on the Goose Creek, Suter Ave Bridge; and

It further appearing to the Board that the adoption of the following weight restrictions are vital to protect the Clackamas County road infrastructure from excessive damage and preserve the safety of the general public; and

BEAR CREEK, FAUBION LOOP BRIDGE (BR. NO. 05C03) WEIGHT LIMITS:
SINGLE UNIT WITH 5 OR 6 AXLES: 29 TONS
SINGLE UNIT WITH 7 AXLES: 31 TONS

GOOSE CREEK, SUTER AVE BRIDGE (BR. NO. 20462) WEIGHT LIMIT:
9 TONS

It further appearing to the Board that Clackamas County forces will erect and maintain signs in a conspicuous manner and place at each end of the roadway or section of roadway where a designation or prohibition is imposed to give proper notice of the prohibition or designations imposed.

In the matter of establishing ODOT-
mandated load limits on Bear Creek,
Faubion Loop Bridge (BR. NO. 05C03)
and revising load limits on Suter Ave,
Goose Creek Bridge (BR. NO. 20462)

Order No.

Page 2 of 2

IT IS HEREBY ORDERED that the 3
ton load limit established by Board Order 2017-16 on the Goose Creek, Suter Ave Bridge is
hereby repealed, Clackamas County hereby designates the load restrictions for trucks on the
roads listed above and County forces will erect and maintain signs in a conspicuous manner and
place to notify the public of the restrictions.

ADOPTED this ____ day of ____, 2017.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



SCOTT CAUFIELD, MANAGER
RESOURCE CONSERVATION AND SOLID WASTE PROGRAM

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:2471

Revision to Board-Approved Renewal of a Franchise Agreement with Waste Management of Oregon, Inc. to Operate the Clackamas County Garbage & Recycling Transfer Station

Purpose/Outcomes	A signing of the Counsel-approved revised franchise agreement to operate the County owned transfer station.
Fiscal Impact	N/A
Funding Source	N/A
Duration	N/A
Previous Action	Board approval on January 26, 2017.
Strategic Plan Alignment	Build public trust through good government and Ensure safe, healthy and secure communities
Contact Person	Rick Winterhalter, Sr. Sustainability Analyst DTD RC&SW 503-742-4466
Contract No.	N/A

BACKGROUND

The County-owned Clackamas County Garbage & Recycling Transfer Station (CCTS) is located at 19600 Canyon Valley Rd., approximately 1 ½ miles east of Sandy on Hwy. 26. The site is a legally-established non-conforming use on approximately 2 acres of the 24 acre county owned property. The transfer station is intended for the public to use for disposing their garbage and recyclables. Garbage delivered to the transfer station is consolidated and delivered to an approved landfill for disposal. Recyclables are delivered to appropriate processing facilities for marketing.

The Board approved the renewal of the franchise with Waste Management of Oregon, Inc. to operate the Clackamas County Garbage & Recycling Transfer Station on January 26, 2017. The agreement was signed by the Board.

Waste Management of Oregon, Inc., (Franchisee) before adding their signature, requested revisions to the Indemnification clause of the franchise agreement. County Counsel conferred with Franchisee's counsel to arrive at mutually satisfactory language for the agreement.

The Franchisee has signed the attached copy of the agreement for the Board's signature.

RECOMMENDATION:

Staff recommends the Board of County Commissioners sign the counsel-approved revisions to the agreement with Waste Management of Oregon, Inc. to operate the Clackamas County Garbage & Recycling Transfer Station.

Sincerely,

Scott Caufield
Resource Conservation & Solid Waste Manager
Attachments

For information on this issue or the attachments, please contact Rick Winterhalter at 503-742-4466 or rickw@clackamas.us.

FRANCHISE NO. CCGRTS-4-17

EFFECTIVE DATE: JANUARY 31, 2017

EXPIRATION DATE: JANUARY 31, 2027

**SOLID WASTE
TRANSFER STATION FRANCHISE
ISSUED BY
CLACKAMAS COUNTY
150 BEAVERCREEK RD.
OREGON CITY, OREGON 97045
(503) 742-4466**

ISSUED TO: Waste Management of Oregon, Inc.

NAME OF FACILITY: Clackamas County Garbage & Recycling Transfer Station

ADDRESS: 19600 S.E. Canyon Valley Road, Sandy, OR 97055

LEGAL DESCRIPTION: T2S, R5E, Section 20, Tax Lot 800, WM

NAME OF OPERATOR: Waste Management of Oregon, Inc.

PERSON IN CHARGE: William Carr, Sr. District Manager-Disposal

ADDRESS: 7227 NE 55th Avenue, Portland, OR 97218

TELEPHONE NUMBER: 971-261-4008

INDEX

EXHIBITS

- EXHIBIT A. TRANSFER STATION SURVEY MAP
- EXHIBIT B. DEPARTMENT OF ENVIRONMENTAL QUALITY
SOLID WASTE DISPOSAL PERMIT NUMBER 121
- EXHIBIT C. SPECIAL OPERATING CONDITIONS
- EXHIBIT D. PERFORMANCE BOND

**SOLID WASTE
TRANSFER STATION FRANCHISE AGREEMENT**

This FRANCHISE AGREEMENT ("Franchise") is made and entered into between WASTE MANAGEMENT OF OREGON, INC. ("Franchisee") and CLACKAMAS COUNTY ("County"). The parties shall be collectively referred to herein as the "Parties", unless specifically identified otherwise. This Franchise shall constitute a "transfer station franchise" within the meaning of the Clackamas County Code Chapter 10.03 (the "Code"), and the terms of this Franchise shall be enforceable under the Code as "rules or regulations" promulgated thereunder. The terms of this Franchise shall also constitute a legally enforceable contract between the parties, subject to all the rights and responsibilities of the County or Franchisee under the Code, including the provisions for enforcement, suspension, modification, revocation of, or refusal to renew a franchise.

RECITALS

WHEREAS the County owns the Clackamas County Garbage & Recycling Transfer Station, as more specifically defined herein;

WHEREAS the Franchisee has been operating the Clackamas County Garbage & Recycling Transfer Station pursuant to Franchise Agreement No. STS-1-90 dated May 9, 1990, and as thereafter amended;

WHEREAS the renewal and execution of this Franchise agreement is necessary to ensure that the Clackamas County Garbage & Recycling Transfer Station will remain open and continue to be operated in a manner that will provide important services to the public at reasonable costs; and

WHEREAS the Parties wish to extend and restate the Franchise Agreement pursuant to the terms and conditions provided herein;

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent, and warrant as follows:

**ARTICLE I
DEFINITIONS**

1. Transfer Station. The "Transfer Station" is the solid waste transfer facility owned by the County and located at 19600 S.E. Canyon Valley Road, Sandy, Oregon 97055. The location of the Transfer Station is shown on the attached survey map (**Exhibit A**) and more specifically described by the following legal description:

Beginning at an iron rod on the East and West centerline of Section 20, Township 2 South, Range 5 East Willamette Meridian, said iron rod being South 88°57'11" East 851.50 feet from the quarter section corner on the west line of said Section 20; thence South 1°02'49" East 195.50 feet to an iron rod; thence South 88°57'11" East 186.99 feet to an iron rod; thence North 4°22'45" East 478.32 feet to an iron rod; thence North 82°24'26"

West 203.07 feet to an iron rod; thence South 1°47'24" West 305.18 feet to an iron rod; thence North 88°57'11" West 9.10 feet to the point of beginning, containing 2.185 acres.

2. Acceptable Wastes. "Acceptable Wastes" include all "Solid wastes" as defined by ORS 459.005, but excluding those solid wastes specifically identified under Section 3 (Prohibited Wastes) herein.

3. Prohibited Wastes. "Prohibited Wastes" are defined as:

3.1. Non-digested sewage sludges, septic tank pumpings, chemicals, liquids, infectious waste, medical wastes, explosives and other materials which may be hazardous or difficult to manage unless specifically authorized in writing by Clackamas County and the Department of Environmental Quality;

3.2. "Hazardous wastes" as defined under ORS 466.005 and under federal law, including the federal Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 et seq.

4. Allowable Expenses. Allowable expenses shall not exceed the fair market value of like services; shall be known and measurable; shall be calculated in accordance with Generally Accepted Accounting Principles (GAAP); and shall be reasonably and prudently incurred by the Franchisee in the course of performing its obligations under this Franchise. Allowable expenses may include, but are not limited to:

4.1. Labor costs, including operational and supervisory labor, payroll taxes, workers' compensation, and benefits;

4.2. Vehicle and equipment expenses, including vehicle registration fees, motor fuel, oil, tires, rental charges and/or operating lease payments and repairs and maintenance;

4.3. Expenses of maintaining other capital assets, including rental charges and/or operating lease payments and repair and maintenance;

4.4. Utilities;

4.5. Disposal costs;

4.6. The Franchise Fee assessed pursuant to Article III, Section 1, and all other surcharges, taxes or fees (other than state or federal income taxes), which are imposed upon the Franchisee or levied by federal, state or local government in connection with Franchisee's provision of services under this Franchise;

4.7. The costs of complying with all laws, regulations or orders applicable to the obligations of the Franchisee under federal, state or local law, as now or hereafter amended;

4.8. Performance bonds and insurance in at least the amounts and coverages required by the County;

4.9. Administrative expenses related to data processing, billing and supplies, finance and accounting, Franchise administration, human resource and labor management, rate analysis, and regulatory compliance;

4.10. Expenses incurred in compiling, preparing, and submitting all reports and information required pursuant to Article VII.

4.11. Training and worker safety expenses;

4.12. Promotion and public education costs;

4.13. Depreciation and amortization of properly allocated capital assets, including any necessary stand-by or back-up equipment used on a regular and ongoing basis in the provision of services under this Franchise over standardized economic useful lives of the various assets.

4.14. Outside professional fees and costs;

4.15. Interest expense that is not in excess of market rates ordinarily charged for the various types of financing required for purchases or leases; and

4.16. Direct write-off charges for bad debts.

5. Gross Revenue. "Gross Revenue" is defined as:

5.1. Gross billings by the Franchisee to customers for services provided under this Franchise; and

5.2. The allocated gain on the sale of fixed assets, the depreciation or amortization from which, was an Allowable Expense; and

5.3. Refunds, sales proceeds or other reimbursements for any other expense that was an Allowable Expense; and

5.4. Proceeds from the sales of recycled material received by Franchisee at the Transfer Station.

6. Income. "Income" is defined as Gross Revenue minus Allowable Expenses.

7. Return on Revenue. "Return on Revenue" is defined as the quotient of Income divided by Gross Revenue.

**ARTICLE II
AUTHORITY TO OPERATE**

During the term (as defined below) of this Franchise, Franchisee is hereby authorized to operate and maintain the Transfer Station for the purpose of accepting and disposing of solid waste in accordance with the terms and conditions of this Franchise and in accordance with the provisions specified in the Solid Waste Disposal Site Permit No. 121 (**Exhibit B** attached hereto) issued by the Oregon Department of Environmental Quality ("DEQ").

**ARTICLE III
COMPENSATION – RATES, FEES, AND OTHER COSTS**

1. Franchise Fee. Franchisee will pay a franchise fee (the "Franchise Fee") to the County as determined by order of the Board of County Commissioners. Franchisee shall have the option, within 30 days from the initial imposition of the Franchise Fee or increase in the Franchise Fee, to cancel this Franchise and discontinue service with 90 days written notice. The

Franchise Fee is payable to the County on or before the end of each month following the end of each calendar quarter.

2. Fees. The Franchisee is authorized to charge users of the Transfer Station only those fees that shall be determined by the Clackamas County Board of Commissioners.

3. Fee Adjustments. If the result of a financial review (Clackamas County Code 10.03.340) reveals the Return on Revenue is outside the range of 8%-12%, the fees (Section 2. of this article) may be adjusted to produce a targeted Return on Revenue of 10% when applied to the Gross Revenue and Allowable Expenses presented in the financial review. The Franchisee may, at any time, request an increase in fees if the Return on Revenue, for a twelve-month period, falls below 8% as determined by a financial review. The Franchisee will bear the County's cost of the review if the request is made less than two years after the most recent regularly scheduled financial review as described in Article VII.

4. Utilities. Franchisee will pay for all utilities or services used at the Transfer Station.

ARTICLE IV TERM AND TERMINATION

1. Term. The effective term of this Franchise shall be from January 31, 2017 to January 31, 2027 unless sooner terminated.

2. County's Right to Terminate. The County shall have the right to terminate this Franchise pursuant to all applicable portions of the Clackamas County Code as they may exist at the time of the termination; such Code section may include, but are not limited to, Section 10.03.270 and Section 10.03.280 of the County Code.

3. Notice of Default and Right to Cure. Notwithstanding the above, the County shall only terminate this Franchise if the County has given written notice to the Franchisee of the County's intent to terminate the Franchise, including the reasons for such termination, and the Franchisee has failed to cure such breach within thirty (30) days after receipt of written notice of the County's intent to terminate.

4. Return of Premises. Upon termination of this Franchise, Franchisee shall immediately quit and deliver the Transfer Station (including all improvements or additions which have not been removed within a reasonable amount of time) to the County peaceably, quietly and in good order and clean condition, normal wear and tear excepted.

ARTICLE V IMPROVEMENTS

Franchisee may erect such buildings or structures on the County-owned land described in this Franchise as necessary for the operation of the Transfer Station or other solid waste collection functions. Franchisee must comply with all applicable land-use and construction regulations in the construction of any such structures, and shall be responsible for obtaining any necessary permits. Upon termination of the Franchise, any such buildings or structures shall become the sole property of the County if they are not removed from the premises within 60 days after termination of the Franchise. Franchisee is aware that the Transfer Station may constitute a pre-existing nonconforming use under current zoning regulations and that land-use approval may, therefore, be required before expanding the use of the Transfer Station.

**ARTICLE VI
SPECIAL OPERATING CONDITIONS**

Franchisee shall comply with the Special Operating Conditions attached hereto as **Exhibit C**. The Special Operating Conditions may be revised from time-to-time by the Parties without the requirement to amend this Franchise.

**ARTICLE VII
MINIMUM REPORTING REQUIREMENTS**

At a minimum, the Franchisee shall collect, summarize, and submit to the County the following information concerning the Transfer Station operations:

DATA	REPORTING FREQUENCY
Tons of solid waste deposited by commercial collection vehicles.	Monthly
Number of commercial collection vehicles.	Monthly
Tons of solid waste deposited by private vehicles	Monthly
Number of private vehicles including cars, pickups, trailers and other small hauling vehicles.	Monthly
Unusual occurrences affecting disposal site operation.	Each Occurrence
Significant construction activities.	Each Occurrence
Tons of source separated recyclables by type.	Monthly
Counts of batteries, tires, appliances with freon, uncovered loads, gallons of oil.	Monthly
Daily transactions by type (inbound/outbound)	Monthly
Financial Review – submitted on forms provided or approved by the County for a twelve month period	Every two years

**ARTICLE VIII
INDEMNIFICATION**

The Franchisee agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property to the extent caused by the actions, errors, omissions, fault or negligence of the Franchisee or the Franchisee's employees or agents.

**ARTICLE IX
INSURANCE & BOND**

1. Amount. Franchisee shall maintain throughout the term of this Franchise the following types of coverage with limits that are required by appropriate regulatory agencies or the following, whichever are greater:

- Commercial General Liability (bodily injury and property damage), \$1,000,000 combined single limit per occurrence;
- Pollution Liability Insurance, separate or included in the Commercial General Liability; limit not less than \$1,000,000 each loss/\$1,000,000 aggregate.
- Automobile Liability, \$500,000 combined single limit per occurrence;
- Employer's Liability, \$1,000,000 per occurrence; and
- Workers' Compensation, statutory limit.

2. Other Requirements. Franchisee shall name County as an additional insured under the Franchisee's Commercial General Liability and Automobile Liability insurance policies, but only to the extent of the Franchisee's indemnity obligation set forth above. Upon request, Franchisee shall provide to County certificates evidencing such insurance. Such coverage and policies shall not be canceled without providing County thirty (30) days advance written notice, except that ten (10) days notice shall be provided for cancellation due to non-payment of premium.

3. Performance Bond. The Franchisee shall furnish to the County a Performance Bond (**Exhibit D**) in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) for the faithful performance and payment of all obligation under the Franchise Agreement. This Performance Bond shall remain in effect for the duration of the Franchise Agreement.

ARTICLE X FORCE MAJEURE

If either Party is prevented from or delayed in performing its duties under this Franchise by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Franchise to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Franchise for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

ARTICLE XI GENERAL CONDITIONS

1. Compliance with Laws. Franchisee shall comply with all applicable federal, state, and local laws, regulations, ordinances, permits, orders, and other requirements applicable to operation of the Transfer Station. Without limiting the generality of the foregoing, the Franchisee shall comply with all conditions of Solid Waste Permit Number 121 issued by the Oregon Department of Environmental Quality (DEQ), including all amendments thereto. Franchisee shall also be responsible for submitting a timely application for the renewal Solid Waste Permit Number 121.

2. Communications with Regulatory Agencies. The Franchisee shall submit a duplicate copy to the County of any material information submitted to, or required by the Department of Environmental Quality pertaining to the Solid Waste Permit for the Transfer Station.

3. County Access. Authorized representatives from the County shall be permitted access to the Transfer Station at all reasonable times for the purpose of making inspections and carrying out other necessary functions relating to this Franchise. Access to inspect is authorized (a) during all working hours without notice (b) at other reasonable times with notice and (c) at any time without notice where, at the discretion of the County, such notice would defeat the purpose of the entry.

4. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to COUNTY:	<u>150 Beaver creek Rd.</u> <u>Oregon City, OR 97045</u>	Copy to:	<u>150 Beaver creek Rd.</u> <u>Oregon City, OR 97045</u>
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Attention:	<u>Rick Winterhalter</u>		<u>Nancy Davis</u>
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If to FRANCHISEE:	<u>7227 NE 55th Ave</u> <u>Portland, OR 97218</u>	Copy to:	<u>720 4th Avenue, Suite 400</u> <u>Kirkland, WA 98033</u>
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Attention:	<u>William Carr</u>		<u>Legal Department</u>
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5. Successors and Assigns. Neither Party shall assign this Franchise without the prior written consent of the other Party, except that Franchisee may assign this Franchise to any subsidiary, parent or affiliated Franchisee without the County's consent, provided, however, that Franchisee has provided written notice to County of such assignment. If this Franchise is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Franchisee may subcontract any of its obligations under this Franchise only with prior approval by the Board of County Commissioners, and such approval shall not be unreasonably withheld. If approved, the Franchisee shall remain responsible for compliance with this Franchise.

6. No Liens. Franchisee will not permit any liens to be placed on the Transfer Station or property where the Transfer Station is located.

7. Entire Agreement; Amendment. This Franchise constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Franchise may not be modified, in whole or in part, except in writing signed by all the Parties.

8. No Third Party Beneficiaries. This Franchise is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Franchise, whether as a third party beneficiary or otherwise.

9. Headings. The Headings used in this Franchise are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Franchise nor the intent of any provision thereof.

10. Construction. In case any one or more of the provisions contained in this Franchise shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Franchise and this Franchise shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

11. Governing Law. This Franchise, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Oregon and the Clackamas County Code.

* * *

IN WITNESS WHEREOF, the Parties enter into this Franchise. Each person signing this Franchise represents and warrants that he or she has been duly authorized to enter into this Franchise by the Party on whose behalf it is indicated that the person is signing.

CLACKAMAS COUNTY

**WASTE MANAGEMENT OF
OREGON, INC.**

By: _____
Name: Jim Bernard
Chair,
Title: Board of County Commissioners
Date: _____

By: Joseph Krukowski
Name: Joseph Krukowski
Vice President & Assistant
Title: Secretary
Date: 4/17/17

Reviewed by Counsel

By: SCAC
Name: Scott Ciecko

EXHIBIT A
SURVEY MAP OF TRANSFER STATION

CLACKAMAS COUNTY
 IN
 SECTION 20, T.2S., R. 1E., W.M.
 CLACKAMAS COUNTY, OREGON
 SEPT. 20, 1988 SCALE 1"=200'

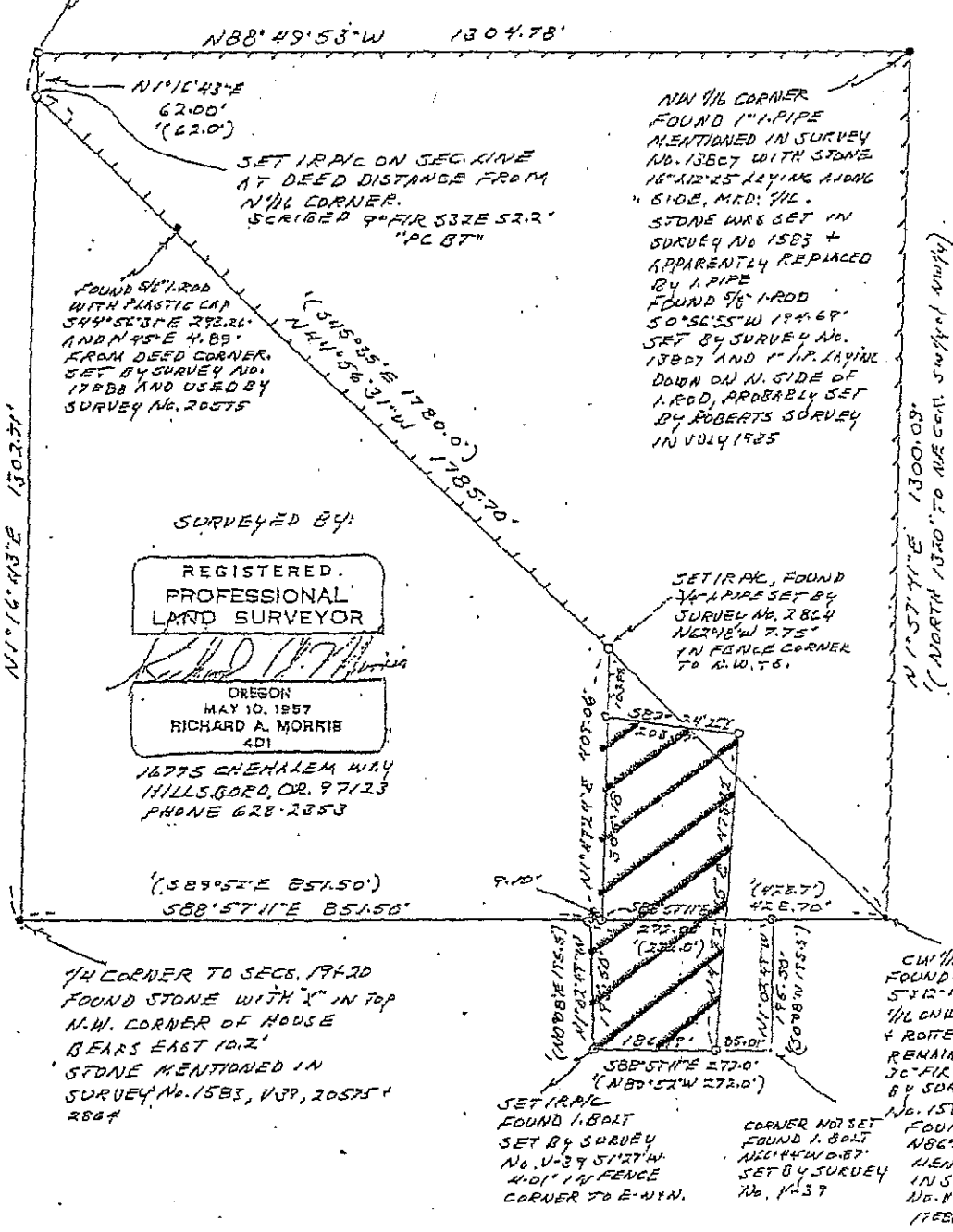
THE PURPOSE OF THIS SURVEY WAS TO SET CORNERS AND MONUMENT RECORD TITLE BOUNDARIES AS SHOWN, AND TO SET CORNERS OF AREA TO BE LEASED. THIS SURVEY DISAGREES WITH SURVEY NOS. 2864, V-39, 1788E AND 2057E BECAUSE THEY WERE ALL BASED ON THE WRONG POINT AT THE CW 1/4 CORNER OF SEC. 20. BEARINGS BASED ON SURVEY NO. V-39

EXHIBIT A

EXHIBIT A
 SURVEY MAP OF TRANSFER STATION

- LEGEND
- = FOUND MONUMENT AS NOTED
 - = IRP/C = SET 5/8" X 50" IRON ROD WITH YELLOW PLASTIC CAP MKD: MORRIS 425401
 - () = DEED BOOK 459 PAGE 41 RECORD
 - = MKD: LINE WITH PINK PLASTIC RIBBON AND PAINTED TREE BLADES

N 1/4 CORNER SECS. 19420
 STONE MISSING (POSITION IN A CLEARED FIELD)
 FOUND 50" ROTTED FIR STUMP SAME 10" X 6"
 AS CALLED FOR IN SURVEY NO. 1583, SCRIBE
 MKS. 3" REMAINING.
 SET IRP/C AT CORNER POINT AND DROVE 6" STEEL
 FENCE POST S.E. 0.5'



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Richard A. Morris
 OREGON
 MAY 10, 1957
 RICHARD A. MORRIS
 401

16775 CHEVALEM WAY
 HILLSBORO, OR. 97123
 PHONE 628-2853

1/4 CORNER TO SECS. 19420
 FOUND STONE WITH "X" IN TOP
 N.W. CORNER OF HOUSE
 BEARS EAST 10.2'
 STONE MENTIONED IN
 SURVEY NO. 1583, V39, 2057E +
 2864

SET IRP/C
 FOUND 1. BOLT
 SET BY SURVEY
 NO. V-39 5127' W
 4.01' IN FENCE
 CORNER TO E-W.N.

CORNER NOT SET
 FOUND 1. BOLT
 ALLIGATOR BOLT
 SET BY SURVEY
 NO. V-39

CW 1/4 CORNER
 FOUND STONE
 5' X 12" X 1" MKD:
 1/4 CNW. SIDE
 + ROTTED STUMP
 REMAINS OF
 3/4" FIR MKD:
 BY SURVEY
 NO. 1583
 FOUND 1" X 1"
 1/4" X 1/4" BOLT
 MENTIONED
 IN SURVEYS
 NO. V-39, 2864
 1788E

EXHIBIT B
SOLID WASTE DISPOSAL SITE PERMIT NO. 121



Permit Evaluation

Oregon Department of Environmental Quality
Northwest Region Office
2020 SW 4th Avenue, Suite 400
Portland OR 97201

January 22, 2014 and updated February 26, 2014

To: File SWDP# 121, Clackamas County Garbage and Recycling Transfer Station
Clackamas County

From: Shari Harris-Dunning, Project Manager
Natural Resource Specialist 3 – ER/Bend

Subject: Solid Waste Permit Evaluation Report
Clackamas County Garbage and Recycling Transfer Station
Solid Waste Disposal Permit #121
Solid Waste Permit Renewal

Background

The Clackamas County Garbage and Recycling Transfer Station (CCGR) has been a permitted transfer station since 1972, when it replaced an open dumpsite at the same location. Waste Management of Oregon Inc. (WM) has operated CCGR since 1997. A Land Use Compatibility Statement (LUCS) was initially signed by Clackamas County Planning Department on January 15, 2007.

A permit renewal application was signed by a WM representative, on July 18, 2013 and received by DEQ (via email) on August 2, 2013. An updated LUCS, signed on July 17, 2013 by the Clackamas County Planning Department, was included.

The current permit expires on January 31, 2014. Regardless of the original expiration date of the permit, permit #121, per OAR 340-093-0070(6), continues to be effective and enforceable until DEQ takes final action on the renewal application.

The Site

CCGR is located at 19600 SE Canyon Valley Road, Sandy OR 97055. The site is approximately 38 acres with a working area of about 5 acres of which 3.5 acres are paved. The facility accepts putrescible and non-putrescible waste for disposal at a landfill and source separated and other recyclables for recovery. The public has access to the facility. Clackamas County owns the property and WM operates the facility.

Entrance to the facility is controlled through the main gate on Canyon Valley Road. The main gate is open only during business hours. Access roads are all weather roads with appropriate signage.

The surrounding property is predominantly rural residential and undeveloped forest land.

General Facility Operations

WM operates the facility. Solid waste is brought to the facility in WM trucks and by private citizens. Waste is then transferred to containers for transportation to a landfill.

The facility is gated to control in-bound and out-bound vehicular traffic. The gate is open during business hours only. The scale attendant, on-site personnel and posted signs direct traffic to the proper location for disposal and recycling as well as identifying the exit route.

There is a public depot for the collection of recyclable materials including glass, newspaper, metals, white goods, tires, batteries and covered electronic devices (CEDs). Used oil is collected by an oil recycler.

There are two buildings at CCGR that house the scale house/office and the equipment maintenance shop. The current hours are Thursday – Monday, from 9:00 am-5:00pm. Hours are posted on a sign at the front gate.

Collection vehicles and customers enter the facility through the main entrance and proceed to the inbound load inspection area. At the inspection area the scale attendant inquires with the driver about the type of material being delivered in order to begin the waste screening process.

When customers enter the facility to dispose of solid waste, the waste is screened for content. Load size is determined using volumetric measurement. Customers are charged based on the type and volume of waste delivered. Commercial loads are subject to scaled weights.

Signs and handbills at the CCGR gate list unacceptable materials. Unaccepted materials include:

- Hazardous waste
- Liquid waste
- Asbestos-Friable and Non-Friable
- Infectious waste
- Explosives
- Large dead animals

CCGR holds a NPDES 1200-Z Industrial Storm water Discharge Permit and follows the provisions and regulations in the permit. Stormwater is collected from the site through a series of drainage ways and catch basins. Stormwater is then processed through an oil/water separator and a bio-swale before being discharged onto the ground surface. There is no leachate collection/separation/treatment at CCGR.

Potential Environmental Risks

Transfer station facilities typically have limited environmental concerns because solid waste and recyclables are only temporarily stored on site rather than buried. This facility accepts no hazardous wastes. Access to the facility is controlled by a perimeter fence and gated entrances.

EXHIBIT B

SWDP 121

Clackamas County Garbage and Recycling Transfer Station

Permit Evaluation Report

Jan. 22, 2014 and updated Feb. 26, 2014

Page 3 of 4

Customers enter the site, stop at scale house for load measurement and are directed to the loading deck where a spotter guides the customers to a tip area. Customers tip into one of two garbage boxes and then exit. All recyclables are stored in boxes.

Compliance and Permitting History

- June 30, 1972 DEQ issued a temporary Solid Waste Disposal Permit (SWDP)
- March 8, 1973 DEQ issued SWDP #121 to the facility
- March 31, 1976 DEQ renewed SWDP #121
- December 23, 1981 DEQ renewed SWDP #121
- April 1, 1991 DEQ renewed SWDP #121
- January 24, 1997 DEQ renewed SWDP #121
- December 18, 2006 DEQ conducted a compliance inspection (no violations were observed)
- April 12, 2007 DEQ renewed SWDP #121
- January 26, 2009 DEQ conducted a compliance inspection (no violations were documented)
- August 2, 2013 DEQ received (via email) a permit renewal application; an updated LUCS, signed on July 17, 2013, was included.

CCGR is currently in compliance with SWDP #121.

Permit Discussions

The proposed renewal of a Solid Waste Disposal Site Permit will cover a maximum period of ten years. Significant conditions included in the draft permit are summarized below:

- Section 1 describes waste disposal limitations.
- Section 2 describes storage management and recycling.
- Section 3 describes minimum monitoring and reporting requirements.
- Section 4 describes special conditions.
- Section 5 describes facility, operations, special waste plans.
- Section 6 describes general operations.
- Section 7 describes standard conditions.
- Section 8 describes due dates summary

Conclusions

WM has submitted an application to renew the Solid Waste Disposal Permit for CCGR Transfer Station. The transfer station has SWDP #121, which will expire on January 31, 2014.

DEQ received a permit renewal application on August 2, 2013. Per OAR 340-093-0070(6), if DEQ receives a complete renewal application before the permit expiration date, the permit does not expire until DEQ takes final action of the permit renewal application. Permit #121 continues to be in effect and enforceable.

EXHIBIT B

SWDP 121

Clackamas County Garbage and Recycling Transfer Station

Permit Evaluation Report

Jan. 22, 2014 and updated Feb. 26, 2014

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The draft permit requires the Solid Waste Permit to be renewed in November 2023. The draft permit requires the Transfer Station to be operated in accordance with DEQ rules.

Public Notice

DEQ issued a public notice on January 22, 2014 requesting public comment on the draft DEQ solid waste renewal permit for CCGR. DEQ mailed the notice to property owners within one quarter mile of the facility. DEQ also provided public notice through email. Subscribers of DEQ's email notification list received a message about the proposed permit issuance and the chance to comment. The comment period closed at 5 p.m. on February 24, 2014.

DEQ received one comment from Clackamas County advising of a minor typographical error. There were no other comments.

Recommendation

DEQ should correct the typo and issue the permit as written.



State of Oregon
Department of
Environmental
Quality

**SOLID WASTE DISPOSAL SITE PERMIT:
TRANSFER STATION**

Oregon Department of Environmental Quality
2020 SW 4th Avenue #400
Portland OR 97201
Telephone (Information): (503)229-5263

Issued in accordance with the provisions of Oregon Revised Statute Chapter 459;
Oregon Administrative Rules 340, Divisions 90, 93, 95, 96 and 97; and subject to the land
use compatibility statement referenced below.

ISSUED TO:

FACILITY NAME AND LOCATION:

Waste Management 3205 SE Minter Bridge Rd. Hillsboro, OR 97123	Clackamas County Garbage & Recycling Transfer Station 19600 SE Canyon Valley Rd Sandy, OR 97055 Sec 20, T2S, R5E, W.M. Clackamas County
--	--

PROPERTY OWNER:

OPERATOR:

Clackamas County 902 Abernathy Rd Oregon City, OR 97045-1100	Waste Management 3205 SE Minter Bridge Rd. Hillsboro, OR 97123
--	--

ISSUED IN RESPONSE TO:

- An application for renewal of a solid waste disposal site permit received on August 2, 2013.
- A Land Use Compatibility Statement received on January 23, 2007 and an updated Land Use Compatibility received on August 2, 2013.

The determination to issue this permit is based on findings and technical information included in the permit record.

ISSUED BY THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY

Audrey M O'Brien
Audrey O'Brien, Solid and Hazardous Waste Programs Manager
Northwest Region

2/26/2014
Date

Permitted Activities

Until this permit expires or is modified or revoked, the permittee is authorized to establish, operate and maintain a solid waste transfer station in conformance with the requirements, limitations, and conditions set forth in this document including all attachments.

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1.0 WASTE DISPOSAL LIMITATIONS

- 1.1 This permit authorizes the facility to accept solid waste as defined in Oregon Revised Statutes 459.005 with the following limitations:
- a. Unless otherwise approved in writing by DEQ the permittee must not accept the following wastes. The following wastes are prohibited from being disposed with municipal solid waste or transferred to a landfill for disposal:
 - i. Hazardous wastes – Reference: 40 CFR 258.20 (b) and OAR 340-101 to 340-102;
 - ii. Liquid waste. Definition: Liquid wastes are wastes that do not pass the paint filter test performed in accordance with EPA Method 9095;
 - iii. Friable Asbestos Material as defined in OAR 340-248-0010;
 - iv. Non-friable asbestos-containing material unless a DEQ approved Special Waste Management Plan is in place;
 - v. Infectious wastes. Exception: Sharps may be accepted when handled in accordance with OAR 340-093-0190(1)(d)(B);
 - vi. Large dead animals;
 - vii. Sewage sludges, septic tank pumping, chemical or vault toilet pumpings;
 - viii. Whole automobile bodies; and
 - ix. Explosives.
 - b. Unless otherwise approved in writing by DEQ the permittee must not knowingly accept the following wastes or mix the following wastes in with municipal solid waste or transfer the following wastes to a landfill for disposal. The following wastes may be collected for storage, management, and recycling if the permittee updates the Operations Plan:
 - i. Lead-acid batteries;
 - ii. Source Separated recyclable material;
 - iii. Large home or industrial appliances;
 - iv. Used Oil that does not contain PCBs
 - v. Covered electronic devices:
 - Computer monitors having a viewable area greater than four (4) inches diagonally;
 - Televisions having a viewable area greater than four (4) inches diagonally;
 - Desktop computers; or
 - Portable computers; and
 - vi. Whole tires.

These wastes must be stored and managed to prevent spills, fires or impacts to waters of the state.

Prior to acceptance of wastes identified in 1.1.a or 1.1.b, the permittee must update the Operations Plan and include a Special Waste Management Plan (SWMP) if needed and demonstrate that the materials are not hazardous waste, as defined by state and federal regulations, or otherwise a threat to human health or waters of the state. DEQ must approve the updated Operations Plan and Special Waste Management Plan (SWMP) before the permittee can accept any of these waste types.

- 1.2 Any solid wastes discovered at the Transfer Station that appear to be prohibited waste must be isolated or removed as soon as practicable. The permittee must, within 48 hours, notify DEQ of the discovery. Non-putrescible, non-hazardous prohibited waste must be transported to a disposal site authorized to accept such waste within 90 days, unless otherwise approved or restricted by DEQ. Putrescible, non-hazardous prohibited wastes must be removed as soon as practicable; any storage of putrescible wastes must be approved by DEQ.

If discovered wastes are hazardous or suspected to be hazardous, the permittee must, within 48 hours, notify DEQ and initiate procedures to identify and remove the waste. Hazardous wastes must be removed within 90 days, unless otherwise approved by DEQ. Temporary storage and transportation must be carried out in accordance with the rules of DEQ.

2.0 STORAGE, MANAGEMENT AND RECYCLING

- 2.1 As stipulated in OAR 340-090-0070, Principal Recyclable Material, the permittee must provide a place for receiving the following recyclable materials:
- a. Newspaper;
 - b. Ferrous scrap metal;
 - c. Non-ferrous scrap metal;
 - d. Used motor oil;
 - e. Corrugated cardboard and kraft paper;
 - f. Aluminum;
 - g. Container glass;
 - h. Hi-grade office paper;
 - i. Tin cans, and
 - j. Yard debris
- 2.2 The place for receiving recyclable materials must be located at the Transfer Station or at another location more convenient to the population served by the Transfer Station. The recycling center must be available to every person whose solid waste enters the disposal site.
- 2.3 All source separated recyclable materials must be reused or recycled except for used oil, which may be collected and burned for energy recovery.
- 2.4 The permittee must not landfill or dispose of any of the recyclable materials identified in section 2.1. However, if the source separated material is determined by DEQ to be in a condition which makes the material unusable or not recyclable then it may be disposed. This determination must be made after consultation with DEQ.
- 2.5 Upon request by DEQ or disposal site users, the permittee must provide recycling information that includes the following:
- a. The location of the recycling center at the disposal site or another location;
 - b. The hours of operation of the recycling center;
 - c. Instructions for correct preparation of accepted source separated recyclable material;
 - d. The material accepted for recycling; and
 - e. Reasons why people should recycle.

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- 2.6 A sign must be prominently displayed at the Transfer Station or an approved location which indicates:
- The availability of recycling at the disposal site or another location;
 - The materials accepted at the recycling center; and
 - The hours of operation of the recycling center (if different than disposal site hours).
- Note: the sign must indicate the recycling center location, if not at the disposal site.
- 2.7 All recyclable materials, except car bodies, white goods and other bulky items, must be stored in containers unless otherwise approved by DEQ. The storage area must be maintained in an orderly manner and kept free of litter. Recyclable materials must be removed at sufficient frequency to avoid creating nuisance conditions.
- 2.8 The permittee is authorized to accept up to 100 whole tires for storage and management removal. If the permittee maintains a contract with a waste tire carrier to remove tires from the site the facility is authorized to accept up to 2,000 waste tires for storage and removal.
- 2.9 Salvaging and recycling are to be conducted in a controlled and orderly manner.

3.0 MINIMUM MONITORING AND REPORTING REQUIREMENTS

- 3.1 The permittee must collect information on the source and volumes (i.e., pounds, tons, cubic yards) of solid waste transferred from the site. The permittee must submit this information on an approved form along with the required annual **Solid Waste Compliance Fee** as outlined in the Oregon Administrative Rules each year this permit is in effect and in accordance with the annual invoice sent by DEQ.

This submittal must be sent to:

Oregon Department of Environmental Quality
Land Quality Division - Solid Waste Program
811 SW Sixth Ave
Portland OR 97204
(503) 229-5913

- 3.2 The permittee must collect and submit to the Wasteshed Representative information about the amount of each material recovered for recycling or other beneficial purpose by **January 25 of each year.**

4.0 SPECIAL CONDITIONS

- 4.1 The permittee must not conduct open burning at the facility unless specifically authorized in writing by DEQ.
- 4.2 The permittee must immediately clean up any spill of oil or hazardous material in accordance with the DEQ approved operations plan. In addition to notifying the appropriate DEQ office, if the spill is of a reportable quantity the permittee must immediately report the spill to the Oregon Emergency Response System (OERS), at 1-800-452-0311.
- Reportable quantities include:
- Any amount of oil spilled to waters of the state;

- b. Oil spills on land in excess of 42 gallons;
- c. 200 pounds (25 gallons) of pesticide residue; or
- d. Spills of hazardous materials that are equal to, or greater than, the quantity listed in the Code of Federal Regulations, 40 CFR Part 302 (List of Hazardous Substances and Reportable Quantities), and amendments adopted before July 1, 2002. For a complete list of hazardous materials required to be reported, please refer to OAR 340-142-0050.

5.0 FACILITY, OPERATIONS, SPECIAL WASTE PLANS

- 5.1 Submit all plans required by this section to DEQ at:
- Oregon Department of Environmental Quality
Northwest Region Solid Waste Program
2020 SW 4th Avenue #400
Portland OR 97201
Telephone: (503)229-5263

Section A – Facility Design and Construction Plans

- 5.2 At least six (6) months prior to the anticipated construction date for new facility design, the permittee must submit engineering design plans to DEQ for review and approval. The design plans must be prepared and stamped by a qualified Professional Engineer with current Oregon registration and specify and/or provide the following:
- a. All applicable performance criteria, construction material properties and characteristics, dimensions, and slopes; and
 - b. The design basis and all relevant engineering analyses and calculations.
- 5.3 The permittee must construct all improvements according to DEQ approved plans and specifications including any DEQ imposed conditions of approval and any future DEQ approved amendments to the plans and specifications. Prior to construction, the permittee must submit construction documents for DEQ approval. The construction documents must:
- a. Be consistent with the applicable DEQ-approved design plan(s), including accurate translation of design specifications into construction documents
 - b. Define the construction project team
 - c. Specify material and workmanship requirements to guide the Constructor in executing work and furnishing products
 - d. Include a Construction Quality Assurance (CQA) plan that describes how the project team will monitor the quality of materials and the Constructor's work performance and assure compliance with project specifications and contract requirements
 - e. Include a Health and Safety Plan (HASP) to address any soil disturbances, excavations or other activity that may potentially create risk exposures from the closed contaminated Astoria landfill.
- 5.4 When construction is nearly complete, the permittee must notify DEQ so that an inspection can be made before the facility is placed into operation.
- 5.5 Within ninety (90) days of completing construction, the permittee must submit to DEQ a Construction Certification Report and "as constructed" facility plans. The report must be prepared by a qualified independent party to document and certify that the construction of all required components and structures complies with this permit and the DEQ-approved

design specifications. The "as constructed" facility plans must note any changes from the original approved plans and must be completed and submitted to DEQ.

Section B – Operations Plan

- 5.6 The Operations Plan must describe the proposed method of operation of the facility in accordance with all regulatory and permit requirements.
- 5.7 The permittee must revise the Operations Plan as necessary to keep it current and reflective of current facility conditions and procedures. The plan must describe procedures for dealing with cleanup of an oil or hazardous materials spill. The plan must also include the procedure for reporting the spill to the Oregon Emergency Response System (OERS) at 1-800-452-0311. All revisions of the Operations Plan must be submitted to DEQ for approval.

Section C - Special Waste Management Plans

- 5.8 Individual Special Waste Management Plans are required as part of the Operations Plan, for certain waste materials that, because of their nature, can be potentially hazardous to human health or the environment and require careful handling at transfer facilities.

The plan must address, among other things, procedures for identification, receipt, handling, storage, spill clean-up and transport for reuse, recovery or disposal of the material at an appropriately permitted facility.

Special wastes requiring individual Plans include but are not limited to:

- a. Non-friable asbestos containing materials;
- b. Electronic Waste
- c. Infectious Waste
- d. Septage; and
- e. Sewage sludge and grits.

Note: Special Waste Management Plans are only required if the facility chooses to accept special solid wastes. **Reference:** Guidance on Special Waste Management Plans can be found in OAR 340-093-0190(1) and OAR 340-094-0040(11)(b)(J) and in Section 9.5 of DEQ's *Solid Waste Guidance Municipal Solid Waste Landfills*, dated September 1, 1996.

6.0 GENERAL OPERATIONS**Section A - Facility Operations:**

- 6.1 All facility activities are to be conducted in accordance with the provisions of this permit.
- 6.2 All waste collection and disposal must be operated in a manner which will prevent discharges, health hazards, and nuisance conditions.
- 6.3 The permittee must display this permit, or a photocopy thereof, where it can be readily referred to by operating personnel.
- 6.4 All solid waste transfer vehicles and devices operated by the permittee, and using public roads, must be constructed, maintained, and operated so as to prevent leaking, shifting, or spilling of solid waste while in transit.

- 6.5 Roads from the facility property line to the active operational area must be constructed and maintained to deter, to the maximum extent practical, traffic hazards, dust and mud, and to provide reasonable all-weather access for vehicles using the site.
- 6.6 Equipment of adequate size and design to properly operate the facility must be available at all times. In the event of an equipment breakdown, alternative equipment must be provided, unless an exemption from DEQ is granted in writing.
- 6.7 The area(s) for unloading of solid waste must be clearly defined by signs, fences, barriers, or other devices.
- 6.8 Public access to the facility must be controlled as necessary to prevent unauthorized entry and dumping.
- 6.9 The permittee must post signs at the facility which are clearly visible and legible, providing the following information:
 - a. Name of facility;
 - b. Emergency telephone number;
 - c. Days and hours of operation;
 - d. Authorized and prohibited wastes;
 - e. Solid waste permit number; and
 - f. Operator's address.

Section B - Environmental Health and Safety:

- 6.10 Litter that results from facility operation must be controlled such that the entire disposal site and adjacent lands are maintained virtually free of litter at all times. Any debris from the facility must be retrieved and properly disposed of as soon as possible that operational day.
- 6.11 The permittee must control air emissions, including dust, malodors, air toxics, etc. related to disposal site construction, operation, and other activities, and comply with DEQ air quality standards including applicable visible emissions and nuisance requirements in OAR 340-208.
- 6.12 The permittee must manage and monitor stormwater in accordance with all federal and state requirements. If applicable, the permittee must update and implement their Storm Water Pollution Control Plan (SWPCP) consistent with site conditions and their NPDES stormwater permit requirements. In addition, the permittee must keep a current copy of the SWPCP in the facility Operating Record.
- 6.13 The permittee must divert surface and storm water drainage around or away from waste handling and storage areas and must maintain surface water diversion ditches or structures in a serviceable condition and free of obstructions and debris at all times. The permittee must report to DEQ any significant malfunctions or damage and complete repairs within sixty (60) days of discovery of the problem.
- 6.14 The permittee must operate the facility in a manner that deters leachate production to the maximum extent practicable. Leachate must be collected and removed to prevent malodors, public health hazards, and discharge to public waters.
- 6.15 The permittee must provide rodent and insect control measures as necessary to prevent vector production and sustenance.
- 6.16 The permittee must remove all waste from the Transfer Station at least as often as necessary to prevent malodors, unsightliness and attraction of insects or other vectors.

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- 6.17 The permittee must clean all transfer containers as needed to maintain a sanitary operating environment, and to prevent malodors, unsightliness, and attraction of insects.
- 6.18 Fire protection must be provided in accordance with plans approved in writing by DEQ and in compliance with pertinent state and local fire regulations. Fires must be immediately and thoroughly extinguished and reported to DEQ within 24 hours.
- 6.19 The permittee must investigate and respond to all complaints it receives regarding facility operations by doing the following:
 - a. Contact the complainant within 24 hours to discuss the problem;
 - b. Keep a record of the complaint, name and phone number of the complainant (when possible), date complaint was received and date of, and response by, the facility operator; and
 - c. Immediately initiate procedures at the facility, when possible, to resolve the problem identified by the complainant.

For odor, litter or dust complaints, the permittee must report to DEQ as soon as complaints are received at the facility from five (5) different businesses and/or individuals about a given event or if an odor event lasts longer than 24 hours without resolution or mitigation.

7.0 STANDARD CONDITIONS

Section A – Responsibility of Permittee

- 7.1 Issuance of this permit as authorized by Oregon Revised Statutes 459.245 (2) does not relieve the permittee from the responsibility to comply with any applicable federal, state or local laws or regulations including Oregon Revised Statutes, Chapters 459, 459A, 465 and 466; and Oregon Administrative Rules, Chapter 340.
- 7.2 The issue date of this permit is the date this document is signed. The expiration date of this permit is November 30, 2023. An application for a permit renewal is required if a permittee intends to continue operation beyond the permitted period. A complete renewal application must be filed at least 180 days before the existing permit expires.
- 7.3 The authorization to accept solid waste will terminate at the time of site closure. After that time no solid waste may be accepted without written authorization by DEQ.
- 7.4 The permittee must apply for a modification to this permit if there is a significant change in facility operations or a deviation from activities described in this document. The permittee must not implement any change in operations that requires a permit modification prior to receiving approval from DEQ.
- 7.5 At any time in the life of the permit, DEQ or the permittee may propose changes to the permit.
- 7.6 Conditions of this permit are binding upon the permittee. The permittee is liable for all acts and omissions of the permittee's contractors and agents and must at all times maintain legal control of the disposal site property.
- 7.7 The permittee must allow representatives of DEQ access to the disposal facility at all reasonable times for the purpose of making inspections, surveys, collecting samples, obtaining data and carrying out other necessary functions related to this permit.

- 7.8 The permittee must report to DEQ any changes in either ownership of the disposal site property or of the name and address of the permittee or operator within ten (10) days of the change.
- 7.9 The permittee must operate the facility in accordance with the approved Operations Plan, including any amendments, approved by DEQ. All plans required by this permit become part of the permit by reference once approved by DEQ.
- 7.10 The permittee must at all times maintain and properly operate all waste collection and disposal facilities to achieve compliance with the terms and conditions of this permit.
- 7.11 In the event the permittee is unable to comply with all the conditions of this permit because of a breakdown of equipment or facilities, an accident caused by human error or negligence, or any other cause such as an act of nature, the permittee must:
- a. Immediately take action to stop, contain, and correct the problem.
 - b. Immediately notify DEQ's Regional office, so that an investigation can be made to evaluate the impact and the corrective actions taken and determine additional action that must be taken.
 - c. Within 5 days of the time the permittee becomes aware of the circumstances, the permittee must submit to DEQ a detailed written report describing the breakdown, corrective action taken, steps taken to prevent a recurrence, and any other pertinent information.
- 7.12 Compliance with these requirements does not relieve the permittee from responsibility to maintain continuous compliance with the conditions of this permit or the resulting liability for failure to comply.
- 7.13 The permittee must keep copies of all records and reports for five years from the date created.
- 7.14 Upon request, the permittee must make all records and reports related to the permitted facility available to DEQ.

Section B- Property Rights, Liability & Permit Actions

- 7.15 The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State, or local laws, or regulations.
- 7.16 The Director of DEQ may, at any time before the expiration date, modify, suspend, or revoke this permit in whole or in part, in accordance with Oregon Revised Statutes 459.255, for reasons including but not limited to the following:
- a. Violation of any terms or conditions of this permit or any applicable statute, rule, standard, or order of the Environmental Quality Commission;
 - b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
 - c. A significant change in the quantity or character of solid waste received or in the operation of the disposal site;
 - d. Changes in state or federal rules which should be incorporated into the permit.
- 7.17 This permit must not be transferred to a third party without prior written approval from DEQ. Such approval may be granted by DEQ only after a permit modification application

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is submitted to and approved by DEQ and that the transferee agrees in writing to fully comply with all the terms and conditions of this permit and the rules of the Commission.

7.18 Violations of any permit condition or any incorporated plan may subject the permittee to civil penalties of up to \$25,000 for each day of each violation. ORS 459.995 (1)(a).

8.0 DUE DATES SUMMARY

8.1 The permittee must comply with any event driven schedules identified below as well as any compliance schedules for routine reporting requirements identified elsewhere in this permit.

<i>Urgent Activity</i>	Permit Section	Due Date
Discovery of prohibited waste: isolate or remove immediately: notify DEQ.	1.2	Within 48 hrs.
Spills: Notify OERS of reportable quantities of a spill	4.2	Immediately
Fires: notify DEQ	6.18	Within 24 hrs
Unable to comply with permit conditions: notify DEQ	7.11	Within 5 days
<i>Annual Activity</i>		
Annual Solid Waste Compliance fee: submit to DEQ	3.1	July 31
Material Recovery Survey Data: submit to DEQ	3.2	January 25
<i>As Needed Activity</i>		
Change in ownership, contact information or operator: notify DEQ	7.8	Within 10 days
Landfill Gas Monitoring Workplan	4.3	Within 90 days of permit issuance
Facility Design and Construction Plans including a Health and Safety Plan to address any soil disturbances.	5.2	6 months prior to activity
Construction Certification report	5.5	Within 90 days of completing construction
Revised Operations Plan	5.6	As needed
Complaints	6.19	As needed
Surface or stormwater diversion ditches	6.13	Within 60 days of discovery
Keep copies of records and reports	7.13	For five years from date created

EXHIBIT C

SPECIAL OPERATING CONDITIONS

1. Hours of Operation. Except as provided herein, the Transfer Station shall, at a minimum, be open during the hours of 9:00 a.m. to 5:00 p.m., five days per week; Saturday and Sunday shall be two of the five days.

1.1. The Franchisee may, in its reasonable discretion, temporarily close the Transfer Station or change the hours or days of operation if the Franchisee determines that inclement weather or other conditions interfere with the safe and effective operation of the Transfer Station. In the event of a closure or change in the hours and days of operation, the Franchisee shall notify the County of such closure or change.

1.2. The County may, in its reasonable discretion, require the Franchisee to close the Transfer Station or change the hours or days of operation if the County determines that such closure or change is reasonably necessary to ensure compliance with this Franchise.

2. Refusal of Service. The Franchisee may refuse service to any customer if the customer refuses to pay for service in accordance to the rates established by the Board or the customer refuses to follow the facility rules. The number of customers refused service shall be reported to the County.

3. Temporary Closures. In the event that the Transfer Station is to be closed for an indefinite period of time during the effective period of this Franchise, the Franchisee shall provide the County with written notice of the proposed time schedule and closure procedures at least ninety (90) days prior to closure or as soon as practicable if it is not possible to provide 90 days advance notice. In addition to notice to the County, the Franchisee shall provide at least thirty (30) days written notice of the proposed closure to any solid waste collection franchisees using the Transfer Station. This requirement shall not apply to any order, foreclosure or restriction of use by any public agency, public body or court having jurisdiction.

4. Access. The Franchisee shall control unauthorized public access to the Transfer Station by using fences, natural terrain, features of the site, or other measures as necessary to preclude unauthorized entry, dumping, or other vandalism. The Franchisee shall report any vandalism, theft, or damage to the Clackamas County Sheriff's Office and to the Department of Transportation and Development (Community Environment Division).

5. Signage. The Franchisee shall post signs at the Transfer Station that clearly state the Transfer Station rules and the applicable disposal rates. The Franchisee shall also maintain a clearly visible and legible sign at the entrance to the Transfer Station. Such sign shall at a minimum, include the following information:

- Name of the Facility
- Hours of Operation

6. Tires. Whole tires may be accepted and shall be stored in a separate area of the disposal site behind a gated chain link fence or other approved enclosure. Normally no more than 300 whole waste tires shall be stored at the site at any time. Franchisee shall comply with

all Department of Environmental Quality Waste Tire Storage Requirements. Tires must be stored in such a manner as to prevent vector harborage.

7. Recycling Operations.

7.1. The site operator shall accept from the public, at a minimum, the same type of recyclable materials collected curbside outside of the Metro Urban Growth Boundary.

7.2. Salvaging of recyclables is authorized if controlled so as to not interfere with optimum disposal site operation and not create unsightly conditions or vector harborage.

7.3. Only the operator of the site, or such other authorized County Employees, representatives, or agent as agreed to in writing by the operator and County, shall be allowed to salvage through the waste for recycling purposes. There shall be no unauthorized salvaging or rummaging through the disposed waste or recyclables.

7.4. Storage areas for recyclable materials such as corrugated cardboard, newsprint, scrap metal, appliances and other recyclable materials shall be maintained in an orderly manner and recyclable materials shall be removed at sufficient frequency to avoid creating nuisance conditions, vector harborage, or safety hazards.

7.5. The Franchisee shall provide all the necessary on-site recycling containers for the public's convenience. All recycling containers or drop off areas shall be clearly and legibly identified with signs by recyclable types.

7.6. Franchisee shall provide to the users of the facility information about the opportunities to recycle at the facility.

8. Cleanliness & Maintenance.

8.1. Dust, malodors, and noise shall be controlled so as to comply with the Department of Environmental Quality rules pertaining to air pollution and noise control.

8.2. Access and on-site roads shall be maintained to prevent traffic hazards and excessive dust and shall provide for all weather passage of vehicles.

8.3. Rodent and insect control measures such as baiting and insecticide spraying shall be provided as necessary to prevent vector production and sustenance.

8.4. The Franchisee shall perform litter patrols as needed on site and along the entire length of Canyon Valley Road to minimize blowing paper and other material.

8.5. Franchisee shall maintain the buildings and grounds in a manner acceptable to the County. Except for damage due to an act of God all paved areas, including driveways, pads, and maneuvering areas, and the concrete walls and

guardrails shall be maintained in compliance with federal, state, and local safety standards.

9. Emergency Procedures.

9.1. In the event a breakdown of equipment, fire or other occurrences which causes a violation of any conditions of this Franchise, Department of Environmental Quality Disposal Permit, Solid Waste and Waste Management Ordinance or any subsequent contract, ordinance permit or amendments thereto, the Franchisee shall:

(a) Take immediate action to correct the unauthorized condition or operation.

(b) Immediately notify the County so that an investigation can be made to evaluate the impact and the corrective actions taken and, if applicable, determine additional action that must be taken.

9.2. If the County finds that there is a serious danger to the public health or safety as a result of the actions or inactions of the Franchisee, the County may take whatever steps are necessary to abate the danger without notice to the Franchisee.

10. No Fires. No burning of any materials shall be conducted or allowed at the Transfer Station site. Accidental fires shall be immediately extinguished and reported to the County.

11. Transfer Vehicles. All solid waste transfer vehicles and devices using public roads shall be constructed, maintained and operated so as to prevent leaking, sifting, spilling or blowing of solid waste while in transit.

12. Removal of Waste Materials.

12.1. Prohibited waste shall be contained and removed from the site within a reasonable amount of time and shall be transported to a disposal site authorized to accept said material.

12.2. Solid waste other than material for recycling or reuse shall be removed from the site a minimum of every seven (7) days and shall be transported to an authorized Department of Environmental Quality disposal facility.

EXHIBIT D
PERFORMANCE BOND

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

100 BANK STREET, SUITE 610 BURLINGTON, VT 05401

EXTENSION CERTIFICATE

(To be filed with the Obligee)

PERFORMANCE BOND

Bond Number: PB03-0781-TX


To be attached to Bond described below, executed by National Guaranty Insurance Company of Vermont as Surety:

PRINCIPAL: Waste Management of Oregon, Inc.
OBLIGEE: Clackamas County
DESCRIPTION: Solid Waste Transfer Station Franchise #STS-1-90

Said Principal and said Surety hereby agree that the term of said bond is extended from the 31st day of August, 2016 to the 31st day of August, 2017 subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the amount of Fifteen Thousand & NO/100- ----- (\$15,000.00).

Signed, sealed and dated this 19th day of July, 2016.

Waste Management of Oregon, Inc.

By: 
Jennifer A. George, Attorney-in-fact

National Guaranty Insurance Company of Vermont

By: 
Brittany L. Carrigan, Attorney-in-fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Brittany L. Carrigan, Heather Cook, Jennifer A. George, Joan M. Hussey, Susan D. Precourt, Debra B. Trahan, and Marcy Waterfall of Marsh Management Services Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.
3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of July 17, 2016.

Witness:

Diana Long

On behalf of Waste Management, Inc. and
each of the other WM Entities

Devina A. Rankin
Devina A. Rankin
Vice President and Treasurer

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 610, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Brittany L. Carrigan, Heather Cook, Jennifer A. George, Joan M. Hussey, Susan D. Precourt, Debra B. Trahan, and Marcy Waterfall of Burlington, Vermont, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.
3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

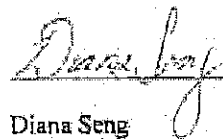
The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed this

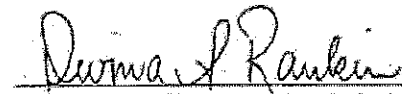
19th day of July, 2014

Witness:

NATIONAL GUARANTY INSURANCE
COMPANY OF VERMONT



Diana Seng
Secretary



Devina A. Rankin
President

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

100 BANK STREET, SUITE 610 • BURLINGTON, VT 05401

EXTENSION CERTIFICATE
(To be filed with the Obligee)
PERFORMANCE BOND

Bond Number: PB03-0781-TX

To be attached to Bond described below, executed by National Guaranty Insurance Company of Vermont as Surety:

PRINCIPAL: Waste Management of Oregon, Inc.
OBLIGEE: Clackamas County
DESCRIPTION: Solid Waste Transfer Station Franchise #STS-1-90

Said Principal and said Surety hereby agree that the term of said bond is extended from the 31st day of August, 2017 to the 31st day of December, 2017 subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the amount of Fifteen Thousand & NO/100 Dollars ----- (\$15,000.00).

Signed, sealed and dated this 5th day of January, 2017.

Waste Management of Oregon, Inc.

By: Jennifer B. George
Jennifer B. George, Attorney-in-fact

National Guaranty Insurance Company of Vermont

By: Brittany L. Carrigan
Brittany L. Carrigan, Attorney-in-fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Brittany L. Carrigan, Heather Cook, Jennifer A. George, Joan M. Hussey, Susan D. Precourt, Debra B. Trahan, and Marcy Waterfall of Marsh Management Services Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

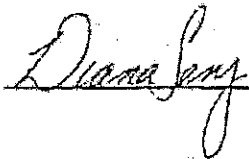
1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.
3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

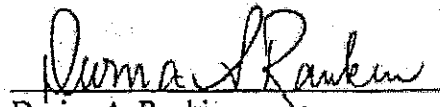
The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of January 5th, 2017.

Witness:



On behalf of Waste Management, Inc. and each of the other WM Entities



Devina A. Rankin
Vice President and Treasurer

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 610, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Brittany L. Carrigan, Heather Cook, Jennifer A. George, Joan M. Hussey, Susan D. Precourt, Debra B. Trahan, and Marcy Waterfall of Burlington, Vermont, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
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The foregoing powers granted by the corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.


The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed this

5th day of January, 2017

Witness:

NATIONAL GUARANTY INSURANCE
COMPANY OF VERMONT



Diana Seng
Secretary



Devina A. Rankin
President

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

100 BANK STREET, SUITE 610 • BURLINGTON, VT 05401

EXTENSION CERTIFICATE
(To be filed with the Obligee)
PERFORMANCE BOND

Bond Number: PB03-0781-TX

To be attached to Bond described below, executed by National Guaranty Insurance Company of Vermont as Surety:

PRINCIPAL: Waste Management of Oregon, Inc.

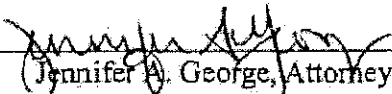
OBLIGEE: Clackamas County

DESCRIPTION: Solid Waste Transfer Station Franchise #STS-1-90

Said Principal and said Surety hereby agree that the term of said bond is extended from the 1st day of January, 2018 to the 1st day of January, 2027 subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the amount of Fifteen Thousand & 00/100 Dollars ----- (\$15,000.00).

Signed, sealed and dated this 24th day of January, 2017.

Waste Management of Oregon, Inc.

By: 
Jennifer A. George, Attorney-in-fact

National Guaranty Insurance Company of Vermont

By: 
Brittany Carrigan, Attorney-in-fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Brittany L. Carrigan, Heather Cook, Jennifer A. George, Joan M. Hussey, Susan D. Precourt, Debra B. Trahan, and Marcy Waterfall of Marsh Management Services Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:


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2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.
3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

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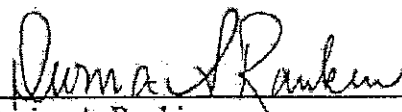
The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of January 24, 2017.

Witness:



On behalf of Waste Management, Inc. and
each of the other WM Entities



Devina A. Rankin
Vice President and Treasurer

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 610, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Britany L. Carrigan, Heather Cook, Jennifer A. George, Joan M. Hussey, Susan D. Precourt, Debra B. Trahan, and Marcy Waterfall of Burlington, Vermont, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.
3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

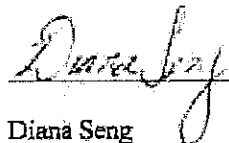
The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed this

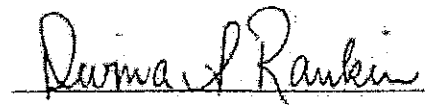
24th day of January, 2017.

Witness:

**NATIONAL GUARANTY INSURANCE
COMPANY OF VERMONT**



Diana Seng
Secretary



Devina A. Rankin
President



M. BARBARA CARTMILL
DIRECTOR

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

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order designating a temporary maximum weight limitation on Kuehn Rd

Purpose/Outcomes	Designate a temporary maximum weight limitation on Kuehn Rd
Dollar Amount and Fiscal Impact	The cost of installing weight restriction signs would be minimal.
Funding Source	Road Fund
Duration	N/A
Previous Board Contact	N/A
Strategic Plan Alignment	Build a strong infrastructure. Build public trust through good government.
Contact Person	Christian Snuffin, Senior Traffic Engineer – 503-742-4716

County Bridge Maintenance needs to replace two pilings that support the Kellogg Creek, Kuehn Rd Bridge (No. 06262). Although the bridge can support limited vehicular traffic during the repair work, staff recommends that a maximum weight limit of five tons be established for the duration of the work, and has recommended that the bridge be posted for weight restrictions.

County Counsel has reviewed and approved this board order.

RECOMMENDATION:

Staff respectfully requests that the Board approve this Board Order to impose temporary weight limits on Kuehn Rd (No. 22028) between July 31 and August 30 so that County forces may repair the bridge and erect and maintain signs to give proper notice of the designations.

Respectfully submitted,

Mike Bezner
Assistant Director of Transportation

In the matter of establishing a temporary load limit on the Kellogg Creek, Kuehn Rd Bridge (No. 06262)

Order No.
Page 1 of 1

This matter coming regularly before the Board of County Commissioners and it appearing that the Board, pursuant to ORS 810.030, as the road authority, may impose restrictions on the operation of certain kinds of vehicles on county roads outside the boundaries of an incorporated city when it determines that the restriction is necessary to protect any county road or section of county road from being unduly damaged, or where necessary to protect the interest and safety of the general public; and

It further appearing to the Board that repairs to two pilings supporting the Kellogg Creek, Kuehn Rd Bridge (No. 06262) are needed, and County Bridge Maintenance department has recommended that the bridge be posted for weight restrictions while work is being performed between July 31, 2017 and August 30, 2017; and

It further appearing to the Board that the adoption of a temporary five-ton weight restriction is vital to protect the Clackamas County road infrastructure from damage during repair work, and to preserve the safety of the general public and County Maintenance forces; and

It further appearing to the Board that Clackamas County forces will erect and maintain signs in a conspicuous manner and place at each end of the roadway or section of roadway where a designation or prohibition is imposed to give proper notice of the prohibition or designations imposed.

IT IS HEREBY ORDERED that Clackamas County designates a temporary five-ton load restriction on Kuehn Rd, effective between July 31, 2017 and August 30, 2017, and County forces will erect and maintain signs in a conspicuous manner and place to notify the public of the restrictions.

ADOPTED this ____ day of ____, 2017.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

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

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution to Approve the 5-year Transportation Capital Improvement Program

Purpose/Outcomes	Approves the proposed 5-year Transportation Capital Improvement Program (5-year CIP), which identifies planning, design and construction projects that have available funding through 2020-21.
Dollar Amount and Fiscal Impact	Total cost estimate for all projects in the 5-Year CIP: \$85.8 million. Estimated County Road Fund match: \$8.51 million.
Funding Source	There are various funding sources for the projects listed in the 5-year CIP, including state and federal grants, Development Agency resources, and the Road Fund.
Duration	This 5-Year CIP is for projects identified for FY 2016-17 to 2020-21.
Previous Board Action	05/09/17: BCC Policy Session was held to review and provide input into 5-Year CIP document.
Strategic Plan Alignment	Build a strong infrastructure.
Contact Person	Karen Buehrig, Transportation Planning Supervisor, 503-742-4683

The proposed 5-year Capital Improvement Program (5-year CIP) is composed of projects from the 20-year Transportation System Plan (TSP), which was adopted by the Board in January 2014. The 5-year CIP includes only projects for which funding has been identified, and which are scheduled to be underway in the next five years. It includes fully funded projects and those funded only for preliminary planning and design.

The 5-year CIP includes major construction projects needed to improve safety and enhance capacity. The 5-year CIP is roughly divided into the following categories:

- Upgrade
- Bridge/culverts
- Safety
- Active transportation
- Intelligent transportation systems (ITS)
- Capital repairs

Projects in the 5-year CIP have already been identified as needed in previous plans (the TSP, the Transportation Safety Action Plan [TSAP], the Intelligent Transportation System [ITS] Plan), have been identified through the bridge and culvert review system, or have emerged because of needed repairs. The projects have been reviewed and previously approved by the BCC

through review of grant applications submittals, through the Development Agency work program, or through other project funding requests.

County Counsel has reviewed and approved this resolution.

RECOMMENDATION:

Staff respectfully recommends approval of the 5-year Transportation Capital Improvement Program.

Respectfully submitted,

Mike Bezner
Assistant Director of Transportation

WHEREAS, in 2014 the Board of County Commissioners adopted the County's Transportation Plan (TSP) into the County's Comprehensive Plan; and

WHEREAS, the TSP identifies the transportation improvement projects needed to accommodate and appropriately manage future transportation capital needs over the next twenty years; and

WHEREAS, the TSP directs the County to maintain a current and complete 5-Year Capital Improvement Program (CIP), which contains the programmed transportation projects, with estimated costs and assigned responsibility for funding; and

WHEREAS, the 5-year Capital Improvement Program (5-year CIP) is composed of projects from the 20-year Transportation System Plan and includes only projects for which funding has been identified, and are scheduled to be underway in the next five years; and

WHEREAS, the 5-year CIP includes major construction projects needed to improve safety and enhance capacity by upgrading existing roads, improving bridges and culverts, implementing Intelligent Transportation System (ITS) projects and undertaking major capital repairs; and

WHEREAS, the 5-year CIP is the exclusive mechanism for funding and building transportation capital improvement projects, which are transportation improvement projects with costs that are reasonably expected to exceed \$50,000; and

WHEREAS, the public was provided the opportunity to comment on the 5-Year CIP between March 30, 2017 and April 30, 2017. A news release advertising this opportunity was sent to the media, posted on social media and sent to CPOs, Hamlets and Villages. It was posted on the County website with information on how to comment or ask questions. Staff attended the Pedestrian and Bikeway Committee on April 4 and corresponded with the Traffic Safety Commission on April 13 to share information and receive input. No changes were recommended through this process; and

A Resolution to Approve the
5-year Transportation Capital
Improvement Program (5-year CIP)

Resolution #
Page 2 of 2

WHEREAS, the Board of County Commissioners reviewed the 5-year CIP in a BCC Policy Session on May 9, 2017.

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve:

1. To approve the Transportation 5-year Capital Improvement Program for fiscal years FY 2017 – 2021.

Dated this _____ day of June, 2017

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

Transportation Capital Improvement Program

FIVE YEARS: 2017 – 2021



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TRANSPORTATION SYSTEM PLANNING AND PROJECT PROGRAMMING

Clackamas County is responsible for an extensive transportation network throughout the County. This network is part of a larger regional transportation system that supports the needs of the people and businesses in the County. The vast majority of the County road system (96%) is located outside of cities. Approximately 43 miles of County roads are maintained inside cities with the largest portion of these roads in Happy Valley.

The public ownership of roads in Clackamas County is as follows:

- City -- 806 miles
- County -- 1,400 miles
- State -- 290 miles

There are also many miles of local access roads, private roads and forest service roads maintained largely by property owners and the National Forest Service.

The entire County maintained transportation network encompasses a variety of structures as shown below, as well as a substantial system of sidewalks and bike lanes.

- 1,400 miles of road
- 1,400 miles of road striping
- 2,398 miles of gravel shoulder
- 26,453 traffic signs
- 110,300 feet of guardrail
- 178 bridges
- 8,100 culverts
- 1,885 manholes
- 9,300 catch basins
- 1 ferry
- 169 Traffic Signals
- 18 School Zone Flashers
- 27 Traffic Surveillance Cameras
- 25 miles of Fiber Optic

The major capital improvements needed for the transportation system, including projects needed to increase road capacity, relieve congestion, improve safety, serve new development, support economic growth and provide options to traveling by automobile, are identified within the Clackamas County Transportation System Plan (TSP), which is Chapter 5 of the County Comprehensive Plan and updated about every 10 years. As defined by the TSP, transportation capital projects are primarily located on arterial and collector roads. Similarly, federal transportation funding is only available for capital improvement projects located on roads that are classified as arterials and collectors, with an emphasis on maintaining the operations of the principal arterial system.

20-Year Capital Improvement Plan (20-Year CIP)

The 20-Year CIP was developed and adopted by the Board of County Commissioners (BCC) as a part of the TSP, which is in the Comprehensive Plan (<http://www.clackamas.us/planning/comprehensive.html>). It is divided into three lists, reflecting the expectation that there will not be enough funding for all projects within the 20-year time frame. The criteria for assigning projects to the lists below is in the TSP background material and can be obtained by contacting Clackamas County Transportation and Development at (503) 742-4400.

- **20-Year Capital Projects:** The prioritized list of needed transportation projects that can reasonably be undertaken given the current estimates of available funding.
- **Preferred Capital Projects:** A second group of needed, prioritized transportation projects that the County would undertake if additional funding becomes available during the next

20 years. Additional funding includes grants that are more suitable for specific projects in the Preferred Capital list as opposed to the 20-Year Capital list.

- **Long-Term Capital Projects:** The remainder of the transportation projects needed to meet the transportation needs of the County in the next 20 years, but not expected to be funded or constructed by the County. These projects may be completed if suitable grant funding becomes available and is successfully matched to a project in the Long-Term Capital list.

5-Year Capital Improvement Program (5-Year CIP)

The 5-Year CIP is a list that contains all projects from the 20-Year CIP for which funding has been identified or is anticipated over the next five years. This list includes fully funded projects as well as those that are funded only for preliminary planning and design. It details the schedule for all capital project work in the next five years, creating the five-year program. In addition, the 5-Year CIP specifies the funding source for each project, connecting transportation planning to the County's capital construction budget. The 5-Year CIP is the exclusive mechanism for funding and building transportation capital projects, which are transportation projects with costs that are reasonably expected to exceed \$50,000.00.

The BCC adopts the 5-Year CIP with the understanding and acknowledgement that there are limited funds available for expenditure on the needed capital transportation projects within the County. The 5-Year CIP is the BCC's expression of policies, directives, and goals adopted through the transportation system planning process upon recommendation of County staff. County staff on behalf of the BCC have considered, evaluated, and prioritized all known capital transportation projects within County roadways and intersections. Professional expertise and discretion is used to find outside funding (see Funding Sources and Future Projects below) for the needed projects and to use limited Road Funds to maximize public dollars and work towards a safer, more efficient transportation system. Not all known deficiencies are able to be mitigated due to funding shortages. The 5-Year CIP contains the BCC's discretionary policy decision as to which capital transportation projects will be constructed within the County and is the exclusive list of such projects that will be pursued. The 5-Year CIP includes some projects identified in the 20-Year CIP, the Transportation Safety Action Plan (TSAP), the Intelligent Transportation System (ITS) Plan, projects identified through the bridge and culvert review system, the ADA Transition Plan projects that emerge because of emergency repairs and projects identified through Transportation Maintenance's Work Program. These other plans are reviewed by the BCC through separate processes and additional information is provided in the Appendices of the 5-Year CIP.

The 5-Year CIP is updated periodically to provide a more detailed implementation of the capital project priorities identified in the TSP, TSAP, ITS and other plans. Policy 5.CC.2 of the TSP directly addresses this need:

Maintain a current and complete 5-Year Capital Improvement Program (CIP), which contains the programmed transportation projects in priority order, with estimated costs and assigned responsibility for funding. Update and adopt the 5-Year Capital Improvement Program periodically.

Finally, the 5-Year CIP supports the County's concurrency policy (ZDO Section 1007.09, 1/18/2017). The transportation portion of this policy states that "approval of a development shall be granted only if

transportation facilities are adequate or will be made adequate in a timely manner," requiring that the needed improvements be fully funded in the five-year program and scheduled for construction within three years of land use approval.

Capital Project Categories

The broadly defined capital project descriptions used in the TSP, the 20-Year CIP and the 5-Year CIP allow for the development of individual projects within a larger project. These project categories are loosely based on the road user or system that the project benefits or impacts (e.g., bicycle project, pedestrian project or transit project), as follows:

1. **Upgrade** -- Projects that add vehicle capacity to an existing roadway or intersection. This may require the reconstruction of any existing sidewalks and/or bicycle lanes. Other examples include adding intersection turn lanes or installing a traffic signal. In the 20-year CIP, the "upgrade" projects are separated into urban and rural projects, depending on if they are located inside or outside the Portland Metropolitan Urban Growth Boundary (UGB).

Some projects have a "new roadway" designation, when an extension or a new road is needed to accommodate vehicle capacity or needed connectivity.

2. **Bridge/Culverts** – Constructing, replacing or upgrading a bridge or culvert
3. **Safety** – Projects or studies focused on reducing crashes and/or the risk for crashes, including railroad crossings. The Clackamas County Transportation Safety Action Plan (TSAP) (http://www.clackamas.us/transportation/documents/tsap_2013.pdf) outlines a strategy to build and implement a county-wide safety culture with the ultimate goal of reducing transportation-related injuries and fatalities. The TSAP is being updated and will be completed early 2018. Policy and action items set forth in the plan will achieve the desired goals when implemented; however, successful implementation depends upon a number of factors, including strong safety leadership at all levels, cohesive safety partnerships, funding and working together toward a common goal. Success will result in reduced injuries and fatalities on County roadways.

Appendix A is a list of projects that support the TSAP. In order to make the needed investments, these projects will have to be matched to a funding source so that they can be programmed into the 5-Year Capital Improvement Program.

4. **Active Transportation** - Projects located in both the urban and rural area. Active Transportation upgrade projects in the UGB add needed sidewalks, bicycle lanes or multi-use paths. Projects outside the UGB include those that add paved shoulders or multi-use paths. There are also more general projects that add needed facilities such as way-finding signage.
5. **Intelligent Transportation Systems (ITS)** – Projects that incorporate ITS treatments such as coordinated signal systems. The Clackamas County ITS Action Plan includes a range of projects that address the needs of the region, grouped into the following categories:
 - Traffic Management and Operations (TMO)
 - Multimodal Operations (MMO)
 - Traveler Information (TI)
 - Data Collection and Management (DCM)
 - Incident and Emergency Management (IM)

- Maintenance and Construction Management (MCM)
6. **Repairs** – Capital repairs of major damage caused by storms, flooding, landslides or other natural events that damage portions of the transportation system
 7. **Study** – Future transportation studies to be undertaken as part of the implementation of the TSP. The TSP identifies a number of transportation planning efforts needed to provide additional details on capital project needs in specific areas of the County.

Table A: 5-Year Capital Improvement Program Project List -- FY 16/17 - FY 20/21

Project Category	Map ID	TSP ID	Prospectus #	Project Name	Project Extent	Description	Funding Source	Cost Estimate (\$2016)	Anticipated Road Fund Match	FY-16/17	FY-17/18	FY-18/19	FY-19/20	FY-20/21
1-Upgrade	CRC 2	1034 2008	TBD	Linwood Ave Improvements	Johnson Creek Boulevard to Monroe Street	Improve to minor arterial standards, add sidewalks, bicycle lanes and stormwater control.	Tax Increment Financing	\$4,750,000	\$0		X	X	X	X
1-Upgrade	CRC 3	1035 1036	30324	Monroe St Improvements	60th Ave to Fuller Road	Improve to minor arterial standards, add sidewalks, bicycle lanes and stormwater control. First Phase Project Planning - Transportation Growth Management Grant	Tax Increment Financing; TGM Grant	\$6,000,000	\$0	X	X	X	X	
1-Upgrade	CRC 4	1012 1021	30088	Boyer Extension West	82nd to Fuller	Construct a new 2 lane roadway with turn lanes at OR 213 and Fuller Road, bikeways and pedestrian facilities; install flashing yellow arrow for left turns on northbound and southbound approaches at OR 213 intersection; right-in-right out at Fuller/King; Fuller Rd from King to Monroe: sidewalk and drainage improvements	Tax Increment Financing	\$4,012,179	\$0	X	X			
1-Upgrade	CRC 9	NA	22231	Last Road Improvements	Evelyn St to Violet St	20 feet of widening on the south side to widen the road and install a planter strip and sidewalks. The sidewalk on Evelyn just west of Last Rd will be widened to meet current standards.	SPWF, General Sheet Metal, Road Fund	\$493,800	\$10,832	X	X			
1-Upgrade	SW 5	1127	22230	Union Mills (turn lane)	Union Mills Road at Hwy 213	Intersection with Hwy 213 – Add turn lane for logging trucks	STIP - Enhance; Road Fund Match	\$1,229,514	\$135,471	X	X			
2-Bridge/Culvert	CRC 1	3020	TBD	Johnson Creek Crossing on Linwood Ave	Linwood Ave	Reconstruct and widen to accommodate sidewalks and bikelanes	Tax Increment financing	TBD	\$0					X
2-Bridge/Culvert	CRC 5	1029 1031	TBD	Johnson Creek Crossing on Bell Ave	Bell Ave	Reconstruct and widen to accommodate sidewalks and bikelanes	Tax Increment financing	TBD	\$0				X	
2-Bridge/Culvert	East 4	NA	TBD	Dodge Park Bridge Rehab	Near Lusted Rd / Marsh Rd	Rehab bridge	STP	\$1,700,000	\$0		X	X		
2-Bridge/Culvert	East 5	NA	22144	Salmon River Bridge	Elk Park Road	Replace the existing one-lane bridge with a new two lane bridge.	Highway Bridge Replacement & Rehab Grant; Road Fund Match	\$3,397,798	\$605,647	X	X	X	X	
2-Bridge/Culvert	M 2	NA	22241	Boardman Creek Bridge Replacement	Boardman Creek under River Road and Walta Vista Lane	Replace two Boardman Creek failing culverts under River Road and Walta Vista Lane	Oak Lodge Sanitary District; Road Fund	\$3,400,000	\$950,000	X	X	X	X	
2-Bridge/Culvert	SW 1	NA	22184	Pudding River Bridge	Whiskey Hill Road	Construction of a new bridge, 32 feet wide, spanning the river inside of the current curve.	STP Grant; Highway Bridge Replacement & Rehab Grant, Road Fund Match	\$9,038,025	\$1,084,328	X	X			
2-Bridge/Culvert	SW 10	NA	22242	Foster Creek (Bakers Ferry Rd) Bridge Scour Protection		Bridge scour repairs	Road Fund	\$400,000	\$400,000	X	X			
2-Bridge/Culvert	SW 4	NA	TBD	Bear Creek Bridge	On Canby Marquam Hwy near Barnards	Replace bridge	Highway Bridge Replacement & Rehab Grant; Road Fund	\$2,200,000	\$55,000			X	X	X
3-Safety	C 1	NA	TBD	ODOT All Road Transportation Safety (ARTS)	Countywide	Rural corridor systemic: curve warning signs; rural intersection systemic: enhanced warning signs, urban intersection systemic: signal improvements; urban intersections hot spots: various safety improvements	HSIP, Road Fund Match	\$2,685,000	\$227,000		X	X	X	X
3-Safety	C 2	NA	TBD	Quick Fix Budget	Countywide	Budget set aside for larger projects such as corridor signing, AWSC conversions, other small safety projects	Road Fund	\$100,000	\$100,000		X			
3-Safety	C 3	NA	22238	ADA Ramps	Countywide	In accordance with the Americans with disabilities Act, the County is implementing curb ramp upgrades at various intersections to comply with the ADA law.	Road Fund	\$720,129	\$720,129	X	X	X	X	X
3-Safety	CRC 11	1044	22194	HWY 224 @ Springwater - Temporary Signal	Intersection of Highway 224 & Springwater Road	install a temporary traffic signal at the intersection of Highway 224 and Springwater Road.	OTIA, SDC	\$1,089,855	\$0	X	X			
3-Safety	CRC 12	NA	TBD	SE 242nd Ave and SE 222nd Dr RSA Implementation	OR 212 to County line	Implement RSA recommendations	Damascus Road Fund	\$200,000	\$0		X			

Table A: 5-Year Capital Improvement Program Project List -- FY 16/17 - FY 20/21

Project Category	Map ID	TSP ID	Prospectus #	Project Name	Project Extent	Description	Funding Source	Cost Estimate (\$2016)	Anticipated Road Fund Match	FY-16/17	FY-17/18	FY-18/19	FY-19/20	FY-20/21
3-Safety	CRC 13	NA	TBD	242nd / Borges Realignment	SE 242nd Ave / SE Borges Rd	Realign/regrade intersection of SE 242nd & SE Borges Rd	Damascus Road Fund	\$600,000	\$0		X	X		
3-Safety	CRC 7	1024 2014 4031 1025 1046	30003 30098	CRC Mobility Project	In the area between Sunnyside Rd, Sunnybrook Blvd, Fuller Rd and Stevens Rd	33 discrete or interconnected projects that improve safety and operations of motor vehicle, transit, freight, and pedestrian and bicycle facilities	Tax Increment Financing	\$26,000,000	\$0	X	X	X		
3-Safety	East 2	3040	TBD	Orient / Compton AWSC	Orient / Compton	Convert to All-way Stop Control	Road Fund	\$60,000	\$60,000		X			
3-Safety	East 3	NA	TBD	Kelso & Orient - All-way stop conversion	Intersection of Kelso Rd & Orient Rd	Remove existing span wire flasher and poles, install all-wy stop traffic control at intersection, including advance and stop bar flashers on all legs.	Road Fund	\$20,000	\$0		X			
3-Safety	NW 1	3097	TBD	Edminston / Wilsonville AWSC	Edminston Rd / Wilsonville Rd	Convert to All-way Stop Control	Road Fund	\$250,000	\$250,000		X			
3-Safety	NW 2	1087 1090	TBD	RSA - Stafford Rd Implementation	Boeckman to Rosemont	Implement RSA recommendations along corridor	Road Fund	\$200,000	\$200,000	X	X			
3-Safety	SW 3	NA	TBD	RSA - Canby Marquam RSA Recommendations	13th to Highway 211	Implement improvements per Canby-Marquam RSA, including intersection improvements at Lone Elder, Macksburg and Gribble and other corridor work	Road Fund	\$250,000	\$250,000		X			
3-Safety	SW 6	NA	TBD	Central Point / New Era	Central Point / New Era	Changes in traffic control / intersection enhancements	Road Fund	\$150,000	\$150,000		X			
3-Safety	SW 7	NA	TBD	RSA -Beavercreek Recommendations	OC Limits to Ferguson	Finish RSA implementation work, primarily shoulder work	Road Fund	\$50,000	\$50,000		X			
3-Safety	SW 8	1118	TBD	RSA - Redland Rd	Abernethy to Henrici	Perform road safety audit to identify appropriate safety improvements	Road Fund	\$50,000	\$50,000		X			
3-Safety	SW 9	NA	22240	Victory Blvd @ Forsythe Rd Realignment	Victory Blvd and Forsythe Rd	Intersection realignment	Road Fund; Developer	\$185,134	\$135,134	X	X			
3-Safety-Fix It	C 4	NA	TBD	HSIP Transitions	SE EAGLE CREEK RD, S EADEN RD, S CANBY-MARQUAM HWY, S UNION MILLS RD, S MOLALLA AVE, S SPRINGWATER RD SW , STAFFORD RD- 30013-22228, SW PETES MOUNTAIN RD/HOFFMAN RD, S BEAVERCREEK RD, S HENRICI RD, S SAWTELL RD, S NEW ERA RD-OLD 31009, S UPPER HIGHLAND RD, SE EAGLE CREEK RD, S CENTRAL POINT RD	Curve signing, delineation	HSIP	\$600,000	\$0	X	X			
4-Active Transportation	M 1	1078	22243	Torbank Sidewalks	River Rd - Trolley Trail	Construct Sidewalks	Fee-in-Lieu Of; Road Fund	\$380,000	\$140,000	X	X			
4-Active Transportation	M 4	NA	22248	Jennings Lodge Pedestrian Improvements	Portland Ave from Jennings Ave to Hull Ave	Construct sidewalk	CDBG, Road Fund	\$727,300	\$247,300	X	X	X		
4-Active Transportation	SW 2	NA	22239	S Ivy Street Pedestrian Intersection Improvements	Hwy 99E in Canby	Construct bike lanes and sidewalks.	STIP - Enhance; Road Fund Match	\$2,591,000	\$407,958	X	X	X	X	

Table A: 5-Year Capital Improvement Program Project List -- FY 16/17 - FY 20/21

Project Category	Map ID	TSP ID	Prospectus #	Project Name	Project Extent	Description	Funding Source	Cost Estimate (\$2016)	Anticipated Road Fund Match	FY-16/17	FY-17/18	FY-18/19	FY-19/20	FY-20/21
4-Active Transportation	M 3	1068	22234	Jennings Ave - Sidewalk and Bike lanes	McLoughlin Blvd to Oatfield	The project will construct curb tight sidewalk on the north side of Jennings Avenue and bike lanes on both sides. The widening of the roadway to accommodate the bike lanes and sidewalk will require general excavation, rock excavation and new water quality and detention facilities, including new storm water collection infrastructure. The project will also require the removal and construction of a retaining wall and replacement of an existing guardrail.	MTIP - Regional Flexible Funds	\$4,040,213	\$414,932	X	X	X	X	
5-ITS	CRC 10	3027	22219	Sunnyside Adaptive Signal System	Sunnyside Road from 8600 block to 122nd Avenue	Deploy Adaptive Signal Control Technology (smarter signals) along Sunnyside Road from 8600 block to 122nd Avenue.	STP Grant, Road Fund match	\$986,000	\$113,956	X	X			
5-ITS	CRC 8	NA	22218	Clackamas County Regional Freight ITS Project Phase 1 – Planning and Design and Phase 2 A/B- Construction	Clackamas Industrial Area to Wilsonville	The Freight ITS project will construct ITS improvements in the following freight corridors/employment areas: 1) OR 224 (Milwaukie Expressway); 2) OR 212 / 224 Clackamas Highway; 3) 82nd Drive between the Gladstone Interchange and OR 213 (82nd Avenue); 4)The City of Wilsonville; and 5) Other areas identified in the planning process	MTIP - Regional Flexible Funds, Road Fund match	\$2,247,664	\$234,103	X	X	X	X	
5-ITS	NW 3	NA	22235	Canby Ferry Bank Stabilization and ITS	Canby Ferry	Extend fiber optic cable from the existing County fiber from Advance Road to Ferry signals, add up to two pan-tilt-zoom CCTV cameras to view the ferry and have images posted on the County's Travel Information website, upgrade ferry notification signs to display green "OPEN" and red "CLOSED" and enhance the bank on the north side roadway approach by removing some hazard trees and bank stabilization.	FHWA Ferry Boat Discretionary Program; Road Fund	\$506,525	\$102,838	X	X	X		
6-Repairs	CRC 6	NA	TBD	90th Ave	Monterey to Causey	Road reconstruction	STP	\$550,000	\$400,000		X	X		
6-Repairs	East 1	NA	22209	Deep Creek Bridge Phase 2	Bridge 06299 MP 0.43 Amisigger Road, 0.12 miles north of Judd	Required mitigation form DSL for the emergency repair and constructing engineered log jams to move Deep Creek back into its original channel away from the bridge abutment	Road Fund	\$448,687	\$448,687	X	X			
6-Repairs	East 6	NA	TBD	E Salmon River Rd Surface Preservation	US 26 to Welches Rd	Paving, surface preservation and guardrail adjustment	Federal Lands Access Program	\$200,000	\$234,055		X	X	X	
6-Repairs	East 7	NA	TBD	Lolo Pass Paving	US 26 to near Muddy Fork Rd	Improving and preserving the road surface and extending a revetment	Federal Lands Access Program	\$3,241,922	\$332,945		X	X	X	
Total								\$85,750,745	\$8,510,315					

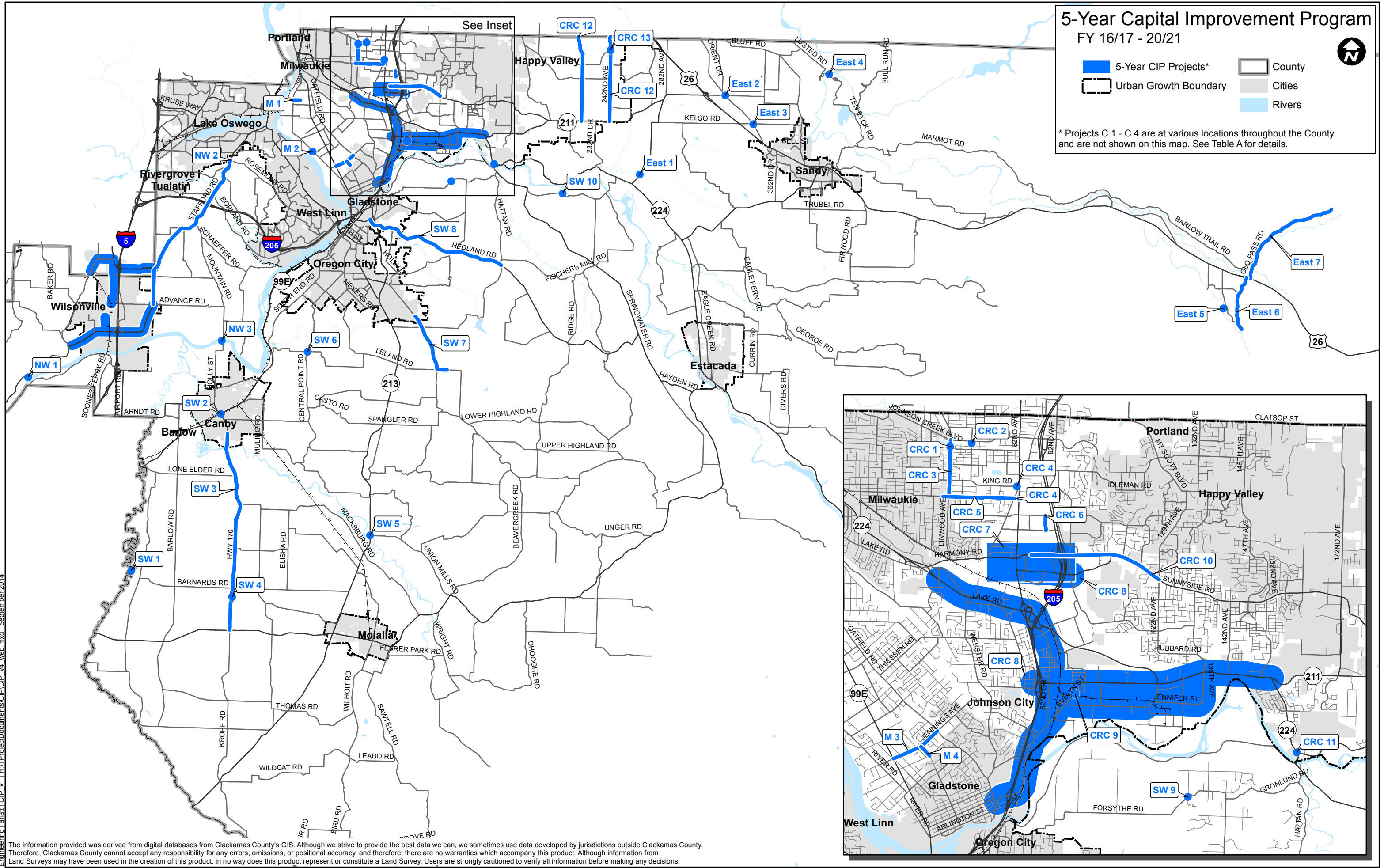
5-Year Capital Improvement Program

FY 16/17 - 20/21

- 5-Year CIP Projects*
- Urban Growth Boundary
- County
- Cities
- Rivers



* Projects C 1 - C 4 are at various locations throughout the County and are not shown on this map. See Table A for details.



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The information provided was derived from digital databases from Clackamas County's GIS. Although we strive to provide the best data we can, we sometimes use data developed by jurisdictions outside Clackamas County. Therefore, Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are strongly cautioned to verify all information before making any decisions.

FUNDING SOURCES AND FUTURE PROJECTS

Projects in the 5-Year CIP are funded through a variety of sources, connecting transportation planning to the County's capital construction budget. To be on the 5-Year CIP list, a project must have an identified funding source.

A 20-year funding forecast was completed in October 2012 as a part of the TSP update process. The funding forecast memo outlines funding expected to be received over the next 20 years. One of the key themes is that ***the County Road Fund is only anticipated to play a minor role (as match money for other funding sources) in future capital projects.***

Since the Road Fund will be used only to match funds from other sources, reliance upon other funding sources for capital projects has increased. To help match projects to appropriate funding sources, recently used sources are reviewed below and potential projects for the next funding cycle are identified. **Table B: Key Projects Matched with Potential Grant Funding Sources** highlights projects in the Transportation System Plan (TSP) that should be considered when the next grant cycle is open. While identification of potential projects is needed as the programs become open for applications, ultimately the selection of appropriate projects will be determined when the application is developed.

Local Funding Sources

Clackamas County Road Fund

The County Road Fund is made up of revenue received through the Oregon State Highway Trust Fund from state gas tax, weight-mile tax, vehicle registration fees (VRF) and vehicle titling fees. These funds are distributed to the County based on allocation schedules set out in state law.

The state constitution and Oregon Revised Statutes require State Highway Trust Fund revenue to be used "...for the construction, reconstruction, improvement, repair, maintenance, operation and use of public highways, roads, and streets..." (including a mandatory minimum 1% annual expenditure on bicycle and pedestrian facilities). Road fund money is often used as the local contribution (match) for projects funded by federal, state and other local funding programs.

The County Road Fund also includes federal funds from the Secure Rural Schools program. Since 2001, approximately 17.6% of funding for rural transportation projects and 3.4% of funding for urban transportation projects has come from the Road Fund.

Transportation System Development Charges (TSDCs)

TSDCs are one-time assessments on new developments based on the number of vehicle trips the developments are forecast to generate. This equitably spreads the cost of increased capacity road projects to new development because new and expanding developments rely on improvements to the road network provided through the County's capital improvement program. These funds are dedicated to projects that improve capacity, may not be used for maintenance projects, and are restricted to projects on an adopted list within a geographic area.

Improved capacity can include operational efficiencies (e.g., signalization) that increase the number of travelers accommodated by the system or added facility miles.

Urban Renewal (Tax Increment Financing [TIF])

Urban renewal raises money for public improvements through Tax Increment Financing (TIF) in blighted areas. Local investments focus on creating jobs, helping businesses, improving communities and increasing the tax base to result in long-term financial stability for local service providers and property owners. The use of funds from urban renewal districts is customized to meet the needs of the approved plan for the urban renewal area.

Expenditures are restricted to making improvements within the geographic limits of the urban renewal area in which the funds were raised, and focus on funding infrastructure consistent with the adopted urban renewal plan. Urban renewal frequently provides matching funds for money from federal, state, regional and other local sources.

There are four County urban renewal districts. Only one, the North Clackamas Revitalization Area (NCRA), still collects revenue and only two, the Clackamas Town Center District and the NCRA, are forecast to invest revenue in transportation projects over the next 20 years.

Safe Communities

Reducing Injuries and Fatalities in Clackamas County is the mission of the Clackamas Safe Communities Program, emphasizing transportation-related crashes as a leading injury prevention issue. The program's approach to crash reduction includes using the "5E's" (Education, Enforcement, Engineering, Emergency Medical Response and Evaluation). Efforts include selected enforcement, safety education and safety projects.

Fee in Lieu of (FILO)

Clackamas County Code 1007.10 provides for a fee in lieu of (FILO) required frontage improvements on County roads. The frontage improvement requirement is primarily for sidewalks. FILO is typically used when a development is being proposed in an area with little or no sidewalks present. Instead of the developer building the required sidewalk improvements on the frontage, a fee is paid instead. The intent is for the County to build continuous sidewalk once enough fees are collected.

Federal, State and Regional Funding Sources

Federal Highway Trust Fund-Fixing America's Surface Transportation Act (FAST Act)

Projects on National Highway System facilities can access federal funding. Periodically, federal legislation reauthorizes federal highway, transit and transportation safety programs funded through the Highway Trust Fund. Between 2012 and 2015, MAP-21 was the reauthorization law. The current reauthorization, FAST Act, was enacted in 2016 and is set to expire in 2020. FAST Act contains the following federal aid highway programs and mass transit funding:

- National Highway Performance Program
- Surface Transportation Block Grant Program (STBGP)
- Highway Safety Improvement Program (HSIP)
- Congestion Mitigation & Air Quality Improvement Program (CMAQ)
- Metropolitan Transportation Planning
- Surface Transportation Program (STP)

- Mass Transit

Local projects on the National Highway System can apply for funding through programs managed directly by federal agencies (TIGER and Federal Lands Access), the state (the STIP, Highway Safety Program and the Highway Bridge Program) or programs directed through the local Metropolitan Planning Organization (Metro), such as the Metropolitan Transportation Improvement Program (MTIP).

Oregon State Highway Fund

Highway revenues in the State of Oregon have several major sources:

- Motor vehicle registration and title fees
- Drivers license fees
- Motor vehicle fuel taxes
- Weight-mile taxes

Net revenues from the above taxes and fees are deposited into an account known as the State Highway Fund. With minor exceptions, the [Oregon Constitution \(Article IX, Section 3a\)](#) dedicates highway revenues for the construction, improvement, maintenance, operation and use of public highways, roads, streets and roadside rest areas.

Transportation Investment Generating Economic Recovery Discretionary Grant (TIGER)

The TIGER program provides a unique opportunity for the US Department of Transportation to invest in road, rail, transit and port projects that promise to achieve critical national objectives. Since 2009, Congress has dedicated more than \$4.1 billion for six rounds of TIGER to fund projects that have a significant impact on the nation, a region or a metropolitan area.

Each project needs to be multi-modal, multi-jurisdictional or otherwise challenging to fund through existing programs. TIGER uses a rigorous process to select projects with exceptional benefits that explore ways to deliver projects faster and save on construction costs, and that invest in the nation's infrastructure to make communities more livable and sustainable. In urban areas, the minimum project amount is \$10 million; in rural areas the minimum project amount is \$1 million. Projects must be regionally significant and closely aligned with economic benefits.

Western Federal Lands Access Program

The Federal Lands Access Program was created by MAP-21 to improve access to federal lands. The program is directed towards public highways, roads, bridges, trails and transit systems that are under state, county, town, township, tribal, municipal or local government jurisdiction or maintenance and provide access to federal lands. The following activities are eligible for consideration:

- Preventive maintenance, rehabilitation, restoration, construction and reconstruction
- Adjacent vehicular parking areas
- Acquisition of necessary scenic easements and scenic or historic sites
- Provisions for pedestrian and bicycles
- Environmental mitigation in or adjacent to federal land to improve public safety and reduce vehicle/wildlife mortality while maintaining habitat connectivity

- Construction and reconstruction of roadside rest areas, including sanitary and water facilities
- Operation and maintenance of transit facilities

Proposed projects must be located on a public highway, road, bridge, trail or transit system that is located on, is adjacent to or provides access to federal lands for which title or maintenance responsibility is vested in a state, county, town, township, tribal, municipal or local government.

FHWA Accelerated Innovation Deployment (AID) Demonstration Program

AID provides funding as an incentive for eligible entities to accelerate the implementation and adoption of innovation in highway transportation. FHWA encourages the use of AID Demonstration funds to promote the deployment of the *Every Day Counts* (EDC) initiatives, which provide ways to improve highway planning, design, construction and operation.

This program is one aspect of the multi-faceted Technology and Innovation Deployment Program (TIDP) approach that provides funding and other resources to offset the risk of trying an innovation. AID Demonstration funds are available for any project eligible for assistance under Title 23, United States Code. Eligible projects may involve any aspect of highway transportation that addresses TIDP goals, and must include proven innovative practices or technologies such as those included in the EDC initiative. Innovations may include infrastructure and non-infrastructure strategies or activities that the applicant or sub-recipient intends to implement and adopt as a significant improvement from the conventional practice.

FHWA Emergency Relief Program

Title 23, United States Code, Section 125, authorizes a special program from the Highway Trust Fund for the repair or reconstruction of federal-aid highways and roads on federal lands that have suffered serious damage as a result of natural disasters or catastrophic failures from an external cause. This program, commonly referred to as the emergency relief or ER program, supplements the commitment of resources by states, their political subdivisions or other federal agencies to help pay for unusually heavy expenses resulting from extraordinary conditions.

The applicability of the ER program to a natural disaster is based on the extent and intensity of the disaster. Damage to highways must be severe, occur over a wide area and result in unusually high expenses to the highway agency. Applicability of ER to a catastrophic failure is based on the criteria that the failure was not the result of an inherent flaw in the facility, but was sudden, caused a disastrous impact on transportation services and resulted in unusually high expenses to the highway agency.

This program has been used to fund projects in Clackamas County needed due to federal emergencies, such as Lolo Pass / Zig Zag River bridge, Henrici Road and E. Barlow Trail Road.

FHWA Ferry Boat Discretionary (FBD) Program

The FBD program provides funding for ferry facilities that are on a non-Interstate public road and are publicly owned, publicly operated or majority publicly owned providing substantial public benefits. Projects selected for funding under this program are funded at 80 percent Federal share.

Statewide Transportation Improvement Program (STIP)

The Statewide Transportation Improvement Program, known as the STIP, is Oregon's four-year transportation capital improvement program. The STIP identifies the funding for, and scheduling of, transportation projects and programs on federal, state, city and county transportation systems, multimodal projects (highway, passenger rail, freight, public transit, bicycle and pedestrian) and projects in the National Parks, National Forests and Indian tribal lands.

The STIP includes a process for identifying projects that receive federal funds (FAST Act programs) as well as a portion of Oregon State Highway Fund. The current STIP process divides funding into two main categories -- Enhance and Fix-it.

- *Enhance:* Enhance, expand or improve the transportation system. Project activities eligible include bicycle and/or pedestrian facilities; Development STIP (D-STIP); modernization projects that add capacity to the system; most projects previously eligible for Transportation Enhancement funds; projects eligible for Flex Funds; protective right-of-way purchases, public transportation, Safe Routes to Schools, Scenic Byways, Transportation Alternatives and Transportation Demand Management (TDM).
- *Fix-It:* Includes all the capital funding categories that maintain or fix ODOT's portion of the transportation system. The categories do not include non-capital maintenance and operations programs because they are not included in the STIP.

Highway Safety Improvement Program (HSIP)

This ODOT program has been continued under FAST Act to incorporate the functions and funding that were previously contained in the High Risk Rural Roads Program. The HSIP is focused on projects on local agency roads (non-ODOT facilities) and ODOT facilities. The goal is to increase awareness of safety on all roads, promote best practices for infrastructure safety, complement behavioral safety efforts, and focus limited resources to reduce fatal and serious injury crashes. The program is data-driven to achieve the greatest benefits in crash reduction and was developed to be blind to jurisdiction. While ODOT is currently working to transition the safety program, the completed jurisdictionally-blind safety program is expected to start in 2017. During the transition, funding for local agency roads will be allocated to primarily focus on a few systemic low-cost fixes that can be implemented in the shorter timeframe.

Highway Bridge Program (HBP)

This program is a part of the National Highway Performance Program and the Surface Transportation Program. Bridge improvement and replacement is a major priority of ODOT. To qualify for this funding, a bridge typically needs to have a sufficiency rating of less than 50.

Oregon Watershed Enhancement Board (OWEB)

The OWEB is a state agency that provides grants to help Oregonians take care of local streams, rivers, wetlands and natural areas. Community members and landowners use scientific criteria to decide jointly what needs to be done to conserve and improve rivers and natural habitat in the

places where they live. OWEB grants are funded from the Oregon Lottery, federal dollars and salmon license plate revenue.

OWEB will be accepting applications for restoration, technical assistance and land acquisition. These grants support voluntary efforts by Oregonians to protect and restore healthy watersheds, including actions in support of the Oregon Plan for Salmon and Watersheds, and the Oregon Conservation Strategy.

Fish America Foundation

Fish America, in partnership with the NOAA Restoration Center, awards grants to local communities and government agencies to restore habitat for marine and anadromous fish species. Successful proposals have community-based restoration efforts with outreach to the local communities. These grants are small, but help with bridge scour projects.

National Fish Passage Program - US Fish and Wildlife

The U.S. Fish and Wildlife Service National Fish Passage Program is a voluntary, non-regulatory conservation assistance program that provides financial and technical support to remove or bypass artificial barriers that impede the movement of fish and other aquatic species and contribute to their decline. The program implements fish passage improvement-based, cost-shared projects to protect, restore or enhance habitats that support fish and other aquatic species and their populations. All or a portion of project funds may be transferred to partner organizations through cooperative agreements if the Service lacks the capability to implement a project.

Jobs and Transportation Act (JTA)

To help address funding shortfalls for some long-standing transportation needs, as well as stimulate the state's economy, the 2009 Oregon Legislature provided dedicated funding to nine different projects and an additional \$26.3 million in modernization funding for ODOT Region 1. Six of the Region 1 projects are in the urban Metro area, including the first phase of the Sunrise Project, which was recently completed. There is ongoing discussion about a JTA 2 funding round.

ConnectOregon

ConnectOregon is a lottery bond-based initiative to invest in air, rail, marine, transit and bicycle/pedestrian infrastructure to ensure Oregon's transportation system is strong, diverse and efficient. ConnectOregon projects are eligible for up to 80% of project costs for grants and 100% for loans. A minimum 20% cash match is required from the recipient for all grant-funded projects. Projects eligible for funding from state fuel tax revenues are not eligible. If a highway or public road element is essential to the complete functioning of the proposed project, applicants are encouraged to work with their ODOT region, city or county to identify the necessary funding sources.

The previous focus on air, rail, marine and transit projects limited the 20-year TSP projects appropriate for funding from this source. With the addition of active transportation projects, this may be an appropriate TSP funding source in the future.

Immediate Opportunity Funds (IOF)

The IOF supports primary economic development in Oregon through construction and improvement of streets and roads. The 1987 Legislature created state funding for immediate economic opportunities with certain motor vehicle gas tax increases. Access to this fund is discretionary and the fund may only be used when other sources of financial support are unavailable or insufficient. The IOF is not a replacement or substitute for other funding sources. The IOF is designed to meet the following objectives:

- Provide needed street or road improvements to influence the location, relocation or retention of a firm in Oregon
- Provide procedures and funds for the Oregon Transportation Commission (OTC) to respond quickly to economic development opportunities
- Provide criteria and procedures for the Oregon Economic and Community Development Department, other agencies, local governments and the private sector to work with ODOT in providing road improvements needed to ensure specific job development opportunities for Oregon, or to revitalize business or industrial centers

The use of the IOF is limited to:

- Type A: Specific economic development projects that affirm job retention and job creation opportunities
- Type B: Revitalization of business or industrial centers to support economic development
- Type C: Preparation of Oregon Certified Project-Ready Industrial Sites

Special Public Works Fund (SPWF)

The Special Public Works Fund (SPWF) provides funds for publicly owned facilities that support economic and community development in Oregon. Funds are available to public entities for:

- planning;
- designing;
- purchasing;
- improving and constructing publically owned facilities;
- replacing publically owned essential community facilities; and
- emergency projects as a result of a disaster.

Metropolitan Transportation Improvement Program (MTIP)

MTIP is the federally-mandated four-year schedule of expenditures of federal transportation funds and significant state and local funds in the Portland metropolitan region. The MTIP provides the upcoming four-year implementation schedule of transportation projects in the Portland region.

For projects to receive federal transportation funding, they must be included in the Regional Transportation Plan (RTP). MTIP coordinates spending of federal and state transportation funds for four different public agencies: Metro, ODOT, TriMet and South Metro Area transit district.

More information can be found on Metro's website:

<http://www.oregonmetro.gov/metropolitan-transportation-improvement-program>

Regional Flexible Fund Allocation (RFFA)

The regional flexible fund allocation (RFFA) process is used to determine which locally identified priorities are awarded funding to advance the goals of the RTP. The RFFA process typically takes place on a two-year funding cycle to match closely with the MTIP update schedule. It is anticipated that the final list of projects receiving funding for the 2016-18 cycle will be available early 2017.

More information can be found on Metro's website:

<http://www.oregonmetro.gov/public-projects/regional-flexible-funding-transportation-projects>

Table B: Key Projects Matched with Possible Grant Funding Sources

Project Name (TSP Number)	Description	Possible Funding Source
I-205 Bottleneck Project (4016)	Improvement to I-205 between the Stafford interchange and the east end of the Abernethy Bridge to address congestion issues	STIP Enhance / TIGER, JTA 2
Arndt Rd Connection (1106)	Planning study to develop transportation alternatives and alternative project alignments to provide improved access between I-5 / Wilsonville and Canby	STIP Enhance / JTA 2
Sunrise Project Phase II (4036)	Extend the Sunrise Project to 172 nd Avenue	STIP Enhance / JTA 2
OR 211 (4040)	OR 170 (Canby Marquam Hwy)/ OR 211 intersection – intersection improvements	STIP Fix-it / HSIP
Bull Run Truss (3038)	Replace bridge	STIP / HBR
172 nd Ave / 190 th Ave Connector	Environmental assessment and project construction to connect 172 nd Avenue to 190 th Avenue as envisioned in the 172 nd / 190 th Corridor Management Plan	MTIP
Badger Creek	Rugg Road / Springwater Trail culvert replacement	OWEB / ODFW
97 th Ave / Mather Rd (1011)	Add bikeways, pedestrian facilities and east-bound left turn lanes at Mather Rd / Summers Lane	MTIP /RFFA
Alberta St / 72 nd Ave (2000)	Add sidewalks, bicycle lanes and stormwater	TIF
Luther Rd (2001)	Add sidewalks, bicycle lanes and stormwater	TIF
Overland St	Add sidewalks, bicycle lanes and stormwater	TIF
Lake Oswego to Milwaukie Bridge (2022)	Construct bike/pedestrian crossing over the Willamette River	Connect Oregon
Holly St (1109)	Add paved shoulders	STIP / Enhance
Clackamas River Drive (3113)	Construct bikeway in accordance with the Active Transportation Plan; add turn lanes at Springwater Rd and Forsythe Rd	STIP / Enhance
Newland Crk Bridge / Advance Rd (2027)	Replace culverts and roadway embankment with a bridge on the same approximate vertical and horizontal alignment that will improve fish passage to the site.	FHWA AID Demonstration
Woodcock Creek / Grimm Bridge	Bridge replacement	HBR/ OWEB / National Fish Passage
Aschoff Rd	Culvert repair project	OWEB / National Fish Passage
OR 212 Freight Mobility Corridor Improvement	Freight mobility improvements on OR 212 between Rock Creek Junction and US 26	MTIP / STIP / JTA 2

TRANSPORTATION SAFETY ACTION PLAN 2013

PROJECTS

Transportation Safety Action Plan Projects

Appendix A

Appendix A: Transportation Safety Action Plan Projects

CIP Category	Link to Project code	Project Name	Description/Application	Cost Estimate (\$2014)	Potential Funding Source	Annual Cost
ITS						
ITS	1000 - ITS Plan	FYA (only 5-section heads "doghouse" to FYA)	All signalized intersections with 5-section (doghouse) signals	\$ 120,000	RF, TG	\$ 120,000
ITS	1000 - ITS Plan	Reflective strips on backplates	Signalized intersection with a high crash history	\$ 150,000	RF, TG, JC	\$ 150,000
ITS Year 1	1001 - ITS Plan	Support County-wide master plan		\$ 10,000		\$ 10,000
ITS	1000 - ITS Plan	Red/Green Light Extension Project	Signalized intersection with high red-light crashes	\$ 30,000	RF, TG, JC	\$ 30,000
ITS	1000 - ITS Plan	Johnson Creek Blvd & Linwood - Bike & Ped Improvement Signal Project	Upgrade signal and intersection and accommodate bike signal, safety evaluation	\$ 250,000	RF, TG	\$ 250,000
ITS Year 4	1000 - ITS Plan	Supplemental signal heads (left turn/through, far side and/or near side)	Signalized intersection with high left-turn and red-light crash history	\$ -	RF, TG	\$ -
ITS Years 1 - 3	1000 - ITS Plan	Advance Ped Crossing - Upgrade all push buttons at all signalized intersections to a new standard accessible pedestrian signal (APS) Buttons	At all signalized intersections	\$ 800,000	RF, JC, TG	\$ 266,667
ITS Years 1 - 4	1000 - ITS Plan	Advance Ped Crossing - install pedestrian countdown heads	At all signalized intersections	\$ 500,000	RF, JC, TG	\$ 125,000
ITS	1000 - ITS Plan	School zone beacon signs	Evaluate 7-5 school zones and replace static <i>School Zones</i> with <i>When Flashing School Zones</i> when warranted	\$ 750,000	RF, TG, JC	\$ 150,000
ITS	1000 - ITS Plan	Changeable message signs at school zones	Install radar reader signs approaching a school zone. Traffic calming.	\$ 750,000	RF, TG, JC	\$ 150,000
ITS	1000 - ITS Plan	Advance Ped Crossing - Install rectangular rapid-flashing beacons at mid-block crossings	All crossings near school frontage and mid-block locations based on an evaluation.	\$ 400,000	RF, TG, JC	\$ 80,000
ITS Years 2 - 4	1000 - ITS Plan	Improve Bike Detection - deploy radar or bike loops at all signals	At all signalized intersections with bike lanes	\$ -	RF, TG	\$ -
ITS Years 2 - 5	1000 - ITS Plan	Illumination (convert incandescent to LED to match the corridor and add illumination at location without lighting)	Signalized intersections	\$ -	RF, TG	\$ -
Safety Programs						
Safety Programs	1001	Neighborhood Traffic Calming	Use mobile radar reader signs placed in neighborhoods - requiring staff time to move radar speed signs every other month on requested roadways throughout County	\$ 250,000		\$ 50,000
Safety Programs	1001	Traffic Calming Program - Collector Streets	Develop a program to support traffic calming on collector streets in the urban area	\$ 30,000		\$ 15,000
Safety ADA						
Safety ADA	1025	I-205 Multi-Use Path Connection	Construct ADA compliant access to the commercial area from the I-205 Multi-Use Path	\$ 80,000		\$ 26,667
Safety ADA	1000 - ITS Plan	ADA sidewalk ramp improvements at push button locations and mid-block crossing locations	At all non-compliant sidewalk ramps at/near push buttons and mid block crossings	\$ 3,000,000	RF, DA, TG	\$ 600,000
Safety RSA						
Safety RSA Year 4	1052	RSA - Compton Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	\$ 45,000		\$ 11,250
Safety RSA Year 4	1048	RSA - 282nd Ave	Perform road safety audit or transportation safety review to identify appropriate safety improvements	\$ 40,000		\$ 10,000

Appendix A: Transportation Safety Action Plan Projects

CIP Category	Link to Project code	Project Name	Description/Application	Cost Estimate (\$2014)	Potential Funding Source	Annual Cost
Safety RSA Year 5	1045	RSA - Sunnyside Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	\$ 40,000		\$ 40,000
Safety RSA Year 5	1054	RSA - Eagle Creek Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	\$ 45,000		\$ 45,000
Safety RSA Recommendations	1001	RSA - Beavercreek/Unger Intersection	<u>Low cost recommended improvement options</u> - Install signage "Hill Blocks View" to warn northbound and southbound drivers of sight limitation at Unger with a 45 rider, upgrade pavement markings, relocate advanced warning signage, install delineators and/or RPMs <u>Medium cost improvement options</u> - install intersection beacon or vehicle activated warning system *Please see full RSA report for more detail and long term/high cost recommendations	\$ 400,000		\$ 400,000
Safety RSA Recommendations	1055	RSA - Eagle Creek Rd	Remove horizontal curve, relocate intersection, add paved shoulders and turn lanes at major intersection; investigate speed zone south of Currin Rd	\$ 40,000		\$ 40,000
Safety SPIS						
Safety SPIS	1001	Mulino/13th	Reconfiguration - signing to use Sequoia Parkway; increased markings/signing at intersection	\$ 20,000		\$ 20,000
Safety SPIS	New	SPIS - Sunnyside Road/122	Evaluate safety of the intersection - implement solutions	\$ 20,000		\$ 20,000
Safety SPIS	New	SPIS - Central Pt Rd/New Era Rd	Re-evaluate safety of intersection and make changes as necessary	\$ 10,000		\$ 10,000
Safety SPIS	New	SPIS - Compton Rd/Orient Dr	Evaluate intersection safety and make improvements	\$ 10,000		\$ 10,000
Safety SPIS	New	SPIS - Beavercrk Rd/Henrici Rd	Evaluate intersection safety and make improvements	\$ 50,000		\$ 50,000
Safety SPIS	New	Advanced Road Curves	Realign road through canyon or improve existing road with improved delineation/geometry/signing/stripping	\$ 15,000		\$ 15,000
Safety SPIS	1114	Meridian Rd	Limit access/egress points to and from school on NE corner of intersection	\$ 50,000		\$ 25,000
Safety SPIS	New	SPIS - King Rd/Fuller Rd	Turn Fuller into right-in/right-out	\$ 250,000		\$ 125,000
Safety SPIS	New	SPIS - Jennings Av/Addie Rd	Regrade Jennings (lower) to create improved sight distance	\$ 800,000		\$ 400,000
Safety SPIS	New	SPIS - Harding Rd/Sprinwater Rd	Evaluate intersection safety and make improvements	\$ 10,000		\$ 5,000
Safety SPIS	New	SPIS - Oatfield Rd/Jennings Av	Evaluate intersection safety and make improvements	\$ 50,000		\$ 25,000
Safety SPIS	New	Springwater Rd/Hattan Rd	Evaluate intersection safety and make improvements	\$ 100,000		\$ 50,000
Safety SPIS	New	SPIS - Kelso Rd/312th Av	Evaluate intersection safety and make improvements	\$ 25,000		\$ 12,500
Safety SPIS	New	Ladd Hill Rd/Bell Ave	Vegetation/fix object removal to improve safety and sight distance	\$ 100,000		\$ 50,000
Safety SPIS	New	SPIS - Johnson Creek Blvd@80th	Evaluate intersection and implement safety measures to reduce crashes, improve ped/bike access	\$ 300,000		\$ 100,000
Safety SPIS	New	SPIS - Thiessen Rd/Oetkin Rd	Evaluate intersection safety and make improvements	\$ 250,000		\$ 83,333
Safety SPIS	New	SPIS - Bakers Ferry Rd/Barton Park Rd	Realign intersection to improve safety and clarity	\$ 500,000		\$ 166,667
Safety SPIS	New	SPIS - Sunnyside Rd/Sunnybrook Blvd	Evaluate intersection safety and make improvements	\$ 300,000		\$ 100,000
Safety SPIS	New	SPIS - Sunnyside Rd/132nd Ave	Evaluate intersection safety and make improvements	\$ 50,000		\$ 16,667
Safety SPIS	New	SPIS - SE 122nd/Mather Rd	Evaluate intersection safety and make improvements	\$ 2,000,000		\$ 2,000,000
Safety SPIS	New	362/Deming and Wilsonville@Ladd Hill	Remove crest vertical curve to improve sight distance	\$ 1,100,000		\$ 1,100,000
Safety SPIS	New	Borland Rd/Ek Rd	Reconfigure intersection for improved safety and operations	\$ 1,100,000		\$ 1,100,000
Safety Study						
Safety Study	1001	Bike / ped facilities	Systemic review of urban collectors and arterials for possible reallocation of space for bike/ped facilities	\$ 200,000	RF	\$ 40,000
Safety Study	1001	Rural Bike Program	Creation of rural bike boulevards	\$ 50,000		\$ 10,000
Safety Study	1001	DTZ - CPO safety RSA grant program	Grants for CPO's to conduct RSA/HIA within their boundaries	\$ 200,000		\$ 40,000
Safety Study	1001	DTZ - DDACTS - neighborhood safety - crime prevention by environmental design	Data driven crime-safety analysis to identify linkage between high crash/safety concern areas and crime - set up system	\$ 40,000	CCSO, JC, RF, SC	\$ 8,000
Safety Study	1001	DTZ - Safety Reflector Outreach Program	Provide reflectors/lights/vests to individuals	\$ 7,500		\$ 1,500

Appendix A: Transportation Safety Action Plan Projects

CIP Category	Link to Project code	Project Name	Description/Application	Cost Estimate (\$2014)	Potential Funding Source	Annual Cost
Safety Study	1001	DTZ - Transportation options for transportation disadvantaged	Work with transit partners to maximize ability to transport people who need rides - reduce driving of elderly/others by providing alternative transportation	\$ 25,000	JC	\$ 5,000
Safety Study	1001	DTZ - Young Driver Education Program	Outreach to young drivers (ages 15-25); one of top 3 TSAP risk factors	\$ 50,000	JC, SC	\$ 10,000
Safety Study	1001	DTZ-TSAP-Safety Outreach	Community outreach/PSA's - PCN work with the public	\$ 250,000	JC, SC, RF, TG, HG	\$ 50,000
Safety Study	1001	Systemic - "T" Intersection sign/markings treatments	Create standard list of treatments to improve safety at all T-intersections County-wide, focusing first on rural area and evaluating need at intersections in the urban area	\$ 750,000		\$ 150,000
Safety Study	1001	Systemic - 2-way stop controlled intersection treatments	Create standard list of treatments to improve safety at all 2-way stop-controlled intersections County-wide, focusing first in rural area and evaluating need at intersections in the urban area	\$ 900,000		\$ 180,000
Safety Study	1001	Systemic - School zone evaluations/safety upgrades	Evaluate all school zones and implement improvements when necessary including sidewalks, curb ramps, crosswalks, radar speed signs, flashers, rapid flashing beacons, traffic calming	\$ 4,000,000		\$ 800,000
Safety Study	1001	Systemic- All-way stop-controlled intersection treatments	Create standard list of treatments to improve safety at all all-way stop-controlled intersections County-wide, focusing first in rural area and evaluating the need at intersections in urban area	\$ 150,000	RF, JC, TG	\$ 30,000
Safety - Fix-It Programs						
Safety Fix-it	1001	Maintenance - Buttons	Annual program to support installation/maintenance of centerline buttons on all rural collectors and arterials	\$ 400,000	RF, JC	\$ 80,000
Safety Fix-it	1001	Maintenance - Guardrails	Annual program to support installation/removal/ maintenance/cleaning/repair and delineation of guardrails	\$ 750,000	RF, JC	\$ 150,000
Safety Fix-it	1001	Maintenance - Roadway General	Shoulders, safety edge, centerline rumble strips, pavement markings, clear zone	\$ 750,000	RF, JC	\$ 150,000
Safety Fix-it	1001	Maintenance - Signs	Clean, repair and/or replace if not current with MUTCD requirements	\$ 200,000	RF, JC, TG	\$ 40,000
Safety Fix-it	1001	Maintenance - Vegetation	Remove overgrown vegetation inhibiting sight distance along all roads	\$ 250,000	RF, JC	\$ 50,000
Safety Fix-it	1001	Systemic - Curve Warning Sign Treatments	Update ball banking and advisory speeds, curve warning signs, chevrons, large arrows, delineators - compliance with MUTCD - compliance data December 31, 2019	\$ 250,000		\$ 62,500

Appendix B

TRANSPORTATION SYSTEM PLAN 2013

PROJECTS

Table 5-3a, 20-Year Capital Projects

Table 5-3b, Preferred Projects

Table 5-3c, Long-Term Capital Projects

Table 5-3d, Regional Capital Projects

MAPS

Map 5-11a, Greater Clackamas Regional Center / Industrial Area

Map 5-11b, East County

Map 5-11c, Greater McLoughlin Area

Map 5-11d, Northwest County

Map 5-11e, Southwest County-Northern Portion

Map 5-11f, Southwest County-Southern Portion



Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1000	County-wide	ITS Plan Program	N/A	Develop a program to support the implementation of the County's ITS Plan and support the County's efforts to make improvements to traffic operations based on the ITS Plan. Deploy traffic responsive signal timing, ramp metering, traffic management equipment for better routing of traffic during incidents along the three key ODOT corridors - I-205, I-5, 99E. Install signal controller upgrades and update County ITS plan.
1001	County-wide	Transportation Safety Action Plan Program	N/A	Develop a program to support the implementation of the County's TSAP and support the County's efforts to make improvements based on the outcomes of the road safety audits and other safety studies.
1002	5-11a	122nd Ave	Eagle Glen Dr to Hubbard Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1003	5-11a	122nd Ave	Sunnyside Rd to Hubbard Rd	Fill gaps in pedestrian facilities, turn lanes at Mather Rd
1004	5-11a	122nd Ave	Sunnyside Rd to Timber Valley Dr	Add bikeways and turn lanes at major intersections
1005	5-11a	132nd Ave	Sunnyside Rd to OR 212	Add bikeways, pedestrian facilities, traffic calming and turn lanes at major intersections
1006	5-11a	142nd Ave	Sunnyside Rd to OR 212	Add bikeways and pedestrian facilities
1007	5-11a	72nd Ave Multi-Use Path Connection	Thompson Rd to Harmony Rd	Construct multi-use path
1008	5-11a	82nd Dr	OR 212 to Lawnfield Rd	Fill in bikeways and pedestrian facilities gaps
1009	5-11a	85th Ave	Causey Ave to Monterey Ave	Add sidewalks and bikeways. Perform Pedestrian Safety Audit to verify lighting, crosswalk striping and signing at Causey Ave.
1010	5-11a	92nd Ave	Johnson Creek Blvd to Emmert View Ct	Fill gaps in pedestrian facilities
1011	5-11a	97th Ave / Mather Rd	Lawnfield Rd to Summers Ln	Add bikeways, pedestrian facilities and eastbound left turn lanes at Mather Rd / Summers Ln
1012	5-11a	Boyer Dr	OR 213 to Fuller Rd	Construct new 2 lane roadway with turn lanes at OR 213 and Fuller Rd, bikeways and pedestrian facilities; install flashing yellow arrow for left turns on northbound and southbound approaches at OR 213 intersection.
1013	5-11a	Boyer Dr / 85th Ave / Spencer Dr	OR 213 to I-205 bike path	Add bikeways
1014	5-11a	Causey Ave	Fuller Rd to I-205	Add bikeways and shared facility markings in accordance with the Active Transportation Plan.
1015	5-11a	Clackamas Industrial area multi-modal improvements	N/A	Complete bike and pedestrian connections within the Clackamas Industrial area on Jennifer St., Evelyn St., 106 th Ave, 122 nd Ave, 130 th Ave and 135 th Ave.
1016	5-11a	Clackamas Regional Center Bike/Pedestrian Corridors	N/A	Construct pedestrian and bike improvements as described in the Clackamas Regional Center Pedestrian / Bicycle Plan
1017	5-11a	Clackamas Town Center Alternative Performance Standards Study	Clackamas Regional Center	Develop alternative performance standards for the intersections within the Clackamas Regional Center.
1018	5-11a	Clackamas Town Center Circulation Plan	West of the Town Center	Study area circulation and create plan
1019	5-11a	Flavel Dr	Alberta Ave to County boundary	Add bikeways in accordance with the Active Transportation Plan.
1020	5-11a	Fuller Rd	Otty St to Johnson Creek Blvd	Add pedestrian facilities, turn lanes, on-street parking, central median and landscaping.
1021	5-11a	Fuller Rd / King Rd Improvements	Fuller Rd / King Rd intersection	Restrict access to right-in/right-out only

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1022	5-11a	Harmony Rd	OR 213 to OR 224	Construct bikeways and pedestrian facilities. Linwood Ave to Aquatic Center, construct in accordance with the Active Transportation Plan. Provide left turn movement for cyclists from Harmony Rd to CCC Harmony Campus and a pedestrian crossing.
1023	5-11a	Harmony Rd	Railroad Ave / Linwood Ave / Harmony Rd	Railroad crossing and intersection improvements based on further study of intersection operations including bikeways and pedestrian facilities to be undertaken jointly by the City of Milwaukie and the County
1024	5-11a	Harmony Rd / Sunnyside Rd	Harmony Rd / Sunnyside Rd / OR 213 intersection	Extend queue storage and double left turn lanes on westbound approach and rebuild median, including pedestrian island; extend queue storage on eastbound approach and install median; convert to right-in-right-out accesses on frontage road.
1025	5-11a	I-205 Multi-Use Path Connection	Between Sunnyside Rd and Sunnybrook Blvd	Construct ADA compliant access to the commercial area from the I-205 Multi-Use Path
1026	5-11a	I-205 Multi-Use Path Gap	OR 224/OR 213 to OR 212	Study the I-205 multi-use path gap to create a plan for connection and path completion in accordance with the Active Transportation Plan
1027	5-11a	Johnson Creek Blvd	55th Ave to I-205	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1028	5-11a	Johnson Creek Blvd	Johnson Creek Blvd near 79th Pl	Add signal to either Johnson Creek Blvd and 79th Pl or 80th Ave
1029	5-11a	Johnson Creek Blvd	55th Ave to Bell Ave	Widen to 3 lanes with bikeways and pedestrian facilities
1030	5-11a	Johnson Creek Blvd	Johnson Creek Blvd / OR 213 intersection	Extend westbound left-turn lane and rebuild median; install dual northbound and southbound left-turn lanes
1031	5-11a	Johnson Creek Blvd	OR 213 to 92nd Ave	Add pedestrian facilities with a crossing near 77th Ct, restripe for bikeways. Analyze for turn lane improvements at 92nd Ave.
1032	5-11a	Johnson Rd	SE Lake Rd to North Clackamas Park Trail	Identify bike/pedestrian connections to fill gaps along 82nd Ave
1033	5-11a	Lake Rd	Lake Rd / International Way intersection	Add northbound right-turn lane
1034	5-11a	Linwood Ave	Monroe St to Johnson Creek Blvd	Add pedestrian facilities in accordance with the Active Transportation Plan.
1035	5-11a	Monroe St	72nd Ave to Fuller Rd	Add bikeways, pedestrian facilities and traffic calming in accordance with the Active Transportation Plan.
1036	5-11a	Monroe St / 72nd Ave / Thompson Rd / Fuller Rd	Linwood Ave to Causey Ave	Add bikeways and traffic calming in accordance with the Active Transportation Plan.
1037	5-11a	Monterey Ave	Stevens Rd to Bob Schumacher Rd	Construct collector roadway with bikeways and pedestrian facilities
1038	5-11a	Monterey Ave	OR 213 to Fuller Rd	Construct new 2 lane extension with pedestrian facilities and bikeways. Install flashing yellow arrow for left-turns on northbound and southbound approaches at OR 213 intersection.
1039	5-11a	North Clackamas Regional Park Trail	Linwood Ave to North Clackamas Park Complex	Construct multi-use path
1040	5-11a	North Clackamas Regional Parks Trail	OR 213 to Linwood Ave	Construct multi-use path
1041	5-11a	Otty Rd	OR 213 to 92nd Ave	Improve to minor arterial standard consistent with Fuller Road Station Plan; improve curb radius; add turn lanes, on-street parking, central median, landscaping, bikeways and pedestrian facilities. Install pedestrian crossings between Fuller Rd and I-205 and near 91st Ave.
1042	5-11a	Otty St	Otty St / OR 213 / Otty Rd	Realign Otty St with Otty Rd at OR 213; install dual westbound left-turn lanes; install flashing yellow arrow for left-turns on northbound and southbound approaches.
1043	5-11a	Southwest Connector Multi-Use Path	North Clackamas Aquatic Center access road to 82nd Ave	Construct multi-use path in accordance with the Active Transportation Plan.

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1044	5-11a	Springwater Rd	OR 224 to Hattan Rd	Widen to 3 lanes with shoulders (in accordance with the Active Transportation Plan between Clackamas River Dr and Gronlund Rd) and pedestrian facilities; bridge remains two lanes
1045	5-11a	Sunnyside Rd	93rd Ave to 126th Ave	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1046	5-11a	Sunnyside Rd	Sunnyside Rd / Stevens Rd intersection	Intersection improvements, such as additional turn lanes, turn lane extensions, and/or signal timing modifications
1047	5-11a	Tolbert St Overcrossing	82nd Dr to Industrial Way	Construct new 2 lane overcrossing with bikeways and pedestrian facilities
1048	5-11b	282nd Ave	US 26 to OR 212	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1049	5-11b	Amisigger Rd / Kelso Rd	OR 224 to Kelso / Richey Rd	Add paved shoulders; turn lanes at Amisigger/OR 212 and Kelso/Richey; smooth curves.
1050	5-11b	Arrah Wanna Blvd	US 26 to Fairway Ave	Add paved shoulders. In the interim, add 4-foot paved shoulders.
1051	5-11b	Cazadero Multi-Use Trail	Community of Boring to City of Estacada	Construct multi-use path in accordance with the Active Transportation Plan.
1052	5-11b	Compton Rd	US 26 to 352nd Ave	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1053	5-11b	Dodge Park Rd Bridge	~192 feet south of Pipeline Rd	Replace bridge nearing the end of its useful life and include paved shoulders
1054	5-11b	Eagle Creek Rd	Firwood Rd to Duus Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1055	5-11b	Eagle Creek Rd	Currin Rd to Duus Rd	Remove horizontal curve, relocate intersection, add paved shoulders and turn lanes at major intersection; investigate speed zone south of Currin Rd
1056	5-11b	Fairway Ave	Arrah Wanna Blvd to Salmon River Rd	Add paved shoulders
1057	5-11b	OR 211	OR 211 / Judd Rd intersection	Realign roadway
1058	5-11b	Richey Rd	Kelso Rd to OR 212	Add paved shoulders and left turn lane at Richey Rd and OR 212
1059	5-11b	Welches Rd	US 26 to Birdie Ln	Add paved shoulders; add pedestrian facilities in Welches rural center; evaluate pedestrian crossing near Stage Stop Rd; add multi-use path. Improve pedestrian crossing near Fairway Ave with advance signs and split flashing beacons
1060	5-11c	Aldercrest Dr	Thiessen Rd to Oatfield Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1061	5-11c	Concord Rd	River Rd to Oatfield Rd	Fill gaps in pedestrian facilities
1062	5-11c	Concord Rd	River Rd to Oatfield Rd	Add turn lanes at major intersections
1063	5-11c	Courtney Ave	OR 99E to Oatfield Rd	Fill gaps in pedestrian facilities and bikeways
1064	5-11c	Courtney Ave	River Rd to OR 99E (McLoughlin Blvd)	Construct pedestrian facilities / complete gaps on the south side; add bikeways
1065	5-11c	Harold Ave	Concord Rd to Roethe Rd	Add pedestrian facilities and traffic calming
1066	5-11c	Hull Ave	Wilmot St to Tims View Ave	Fill gaps in pedestrian facilities
1067	5-11c	Jennings Ave	Webster Rd to OR 99E	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1068	5-11c	Jennings Ave	River Rd to Oatfield Rd	Widen to 2-lane urban minor arterial standard with bikeway and pedestrian facilities infill
1069	5-11c	Oak Grove Blvd	Oatfield Rd to River Rd	Fill gaps in pedestrian facilities and bikeways
1070	5-11c	Oatfield Rd	Jennings Ave to Lake Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1071	5-11c	Oatfield Rd	Oatfield Rd / Park Rd intersection	Install traffic signal and add turn lanes

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1072	5-11c	Oatfield Rd	Oatfield Rd / McNary Rd intersection	Add southbound and eastbound left-turn lanes
1073	5-11c	Park Ave	River Rd to OR 99E (McLoughlin Blvd)	Add pedestrian facilities
1074	5-11c	River Rd	Lark St to Courtney Ave	Add pedestrian facilities
1075	5-11c	River Rd	Oak Grove Blvd to Risley Ave	Fill gaps in bikeways in accordance with the Active Transportation Plan and fill gaps in pedestrian facilities
1076	5-11c	School Pedways	Johnson Rd / Clackamas Rd / Webster Rd	Fill gaps in pedestrian facilities on Johnson Rd, Clackamas Rd and Webster Rd within 1/4 mile of schools
1077	5-11c	Thiessen Rd	Thiessen Rd / Aldercrest Rd intersection	Add turn lanes on Thiessen Rd; consider converting to two-way stop controlled
1078	5-11c	Torbank Rd	River Rd to Trolley Trail	Fill gaps in pedestrian facilities
1079	5-11d	65th Ave	65th Ave / Elligsen Rd / Stafford Rd intersection	Construct roundabout
1080	5-11d	Advance Rd	53rd Ave to 43rd Dr	Grade and sight distance improvements
1081	5-11d	Borland Rd	Tualatin city limits to Stafford Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections
1082	5-11d	Borland Rd	Stafford Rd to West Linn city limits	Add paved shoulders in accordance with the Active Transportation Plan
1083	5-11d	Carman Dr	Lake Oswego city limits to Roosevelt Ave	Add bikeways and pedestrian facilities; analyze for turn lanes
1084	5-11d	Childs Rd	Sycamore Ave to 65th Ave	Transfer roadway to local jurisdiction
1085	5-11d	French Prairie Bridge	Willamette River near I-5	Construct a bridge in accordance with the Active Transportation Plan
1086	5-11d	Rosemont Rd	Stafford Rd to West Linn	Add paved shoulders and turn lanes at major intersections
1087	5-11d	Stafford Rd	I-205 to Boeckman Rd / Advance Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1088	5-11d	Stafford Rd	Rosemont Rd to I-205	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections
1089	5-11d	Stafford Rd	Stafford Rd / Childs Rd intersection	Install traffic signal and southbound and northbound turn lanes or roundabout
1090	5-11d	Stafford Rd	Rosemont Rd to I-205	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1091	5-11d	Tonquin Trail	Willamette River through Wilsonville	Construct bike / pedestrian facilities pursuant to the Tonquin Trail Master Plan
1092	5-11d	Wilsonville Rd / Ladd Hill Rd	Wilsonville Rd / Ladd Hill Rd	Install Collision Countermeasure System
1093	5-11e	Airport Rd	Airport Rd / Miley Rd intersection	Install traffic signal
1094	5-11e	Barlow Rd	Barlow Rd / OR 99E intersection	Add dual left-turn lanes on southbound Barlow Rd
1095	5-11e	Beavercreek Rd	Lower Highland Rd to Butte Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1096	5-11e	Beavercreek Rd	Ferguson Rd to Spangler Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1097	5-11e	Beavercreek Rd	Henrici Rd to Yeoman Rd/Steiner Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections.
1098	5-11e	Beavercreek Rd	Beavercreek Rd / Leland Rd / Kamrath Rd intersection	Construct roundabout with additional analysis

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1099	5-11e	Canby-Marquam Highway	Canby-Marquam Hwy / Lone Elder Rd intersection	Reconstruct intersection; install northbound left-turn lane and southbound right-turn lane
1100	5-11e	Canby-Marquam Highway	~1,900 ft south of Barnards Rd	Replace bridge nearing the end of its useful life with 2-lane structure including paved shoulders
1101	5-11e	Clarks Four Corners Intersection	Beavercreek Rd / Unger Rd	Reconstruct intersection
1102	5-11e	Emerald Necklace Trail	To Canby Ferry	Extend Molalla Forest Rd to Locust St in accordance with the Active Transportation Plan.
1103	5-11e	Ferguson Multi-Use Path	Thayer Rd to Ferguson Rd	Multi-use path to connect Ferguson Rd to Thayer Rd
1104	5-11e	Fischers Mill Rd	Fischers Mill / Hattan Rd intersection	Install eastbound left-turn lane
1105	5-11e	Graves Rd/Passmore Rd/Mulino Rd/ OR 213	Graves Rd/Passmore Rd/Mulino Rd/ OR 213	Work in conjunction with the Molalla River School District, ODOT and community stake-holders to complete a safety audit to look at all options for the safe movement of Mulino Elementary School students in relation to the adjacent transportation system. Utilize the results from the audit to develop a list of projects and/or programs to maximize safety for all users.
1106	5-11e	Greater Arndt Rd/I-5/Canby Access Feasibility Study	Southwest County in the vicinity of Arndt Rd/I-5/Canby	Conduct an alternatives analysis and land use study to identify and consider roadway improvements to address access to I-5 within the Southwest County and address capacity deficiencies.
1107	5-11e	Hattan Rd	Hattan Rd / Gronlund Rd intersection	Install southbound right-turn lane
1108	5-11e	Henrici Rd	Beavercreek Rd to Ferguson Rd	Add paved shoulders and turn lanes at major intersections. Remove horizontal and vertical curves
1109	5-11e	Holly St	Territorial Rd to Canby Ferry	Add paved shoulders in accordance with the Active Transportation Plan.
1110	5-11e	Hult Rd	OR 211 to Unger Rd	Re-open and improve Hult Rd
1111	5-11e	Klang's Mill Bridge	~1,000 ft north of OR 211	Replace bridge nearing the end of its useful life
1112	5-11e	Lone Elder Rd Bridge	~5,800 feet east of Barlow Rd	Replace bridge (nearing the end of its useful life) and include paved shoulders
1113	5-11e	Maplelane Rd	Beavercreek Rd to Ferguson Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1114	5-11e	Meridian Rd	Meridian Rd / Whiskey Hill Rd intersection	Limit access/egress points to and from school on NE corner of intersection
1115	5-11e	Molalla Ave Flooding	Just south of city of Molalla	Construct bridge to resolve flooding issues
1116	5-11e	Mulino Rd	Mulino Rd / 13th Ave	Relocate intersection to south away from railroad trestle
1117	5-11e	OR 170	OR 99E to Macksburg Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1118	5-11e	Redland Rd	OR 213 to Hattan Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1119	5-11e	Redland Rd	Redland Rd / Springwater Rd intersection	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1120	5-11e	Redland Rd	Redland Rd / Holly Rd intersection	Install traffic signal and westbound and northbound left-turn lanes or roundabout
1121	5-11e	Redland Rd	Redland Rd / Ferguson Rd intersection	Construct roundabout
1122	5-11e	Ridge Rd	~1 miles north of Lower Highland Rd	Fix sinkhole
1123	5-11e	Springwater Rd	Springwater Rd / Clackamas River Dr intersection	Install signal at Clackamas River Dr

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1124	5-11e	Springwater Rd	400 ft east of Hattan Rd	Construct bridge to accommodate paved shoulders
1125	5-11e	Springwater Rd	Hattan Rd to Bakers Ferry Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections
1126	5-11e	Township Rd	Central Point Rd to Canby City limit	Add paved shoulders and turn lanes at major intersections
1127	5-11e	Union Mills Rd	OR 213 to OR 211	Add turn lanes at major intersections
1128	5-11e	Union Mills Rd	OR 213 to OR 211	Construct a shoulder on the south side of the roadway
1129	5-11e	Upper Highland Rd	Beavercreek Rd to Lower Highland Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1130	5-11c	Oetkin Rd - Naef Rd	Thiessen Rd to River Rd	Construct bike boulevard consistent with the Active Transportation Plan
1131	5-11c	River Rd	Park Ave to Glen Echo Ave	Construct buffered bike lane in accordance with the Active Transportation Plan.
1132	5-11a	Bob Schumacher Rd	Otty Rd to Sunnyside Rd	Investigate improved striping including centerline rumble stripe.
1133	5-11a	97th Ave	Sunnybrook Blvd to Mather Rd	Investigate improved striping including outside fog lines and rumble striping. Verify lighting, drainage and surface friction.
1134	5-11a	92nd Ave	Phillips Pl	Install a pedestrian crossing near Phillips Pl
1135	5-11a	Otty St	80th Ave	Install a pedestrian crossing near 80th Ave
1136	5-11a	Fuller Rd	Boyer Dr to Sunnyside Dr	Install pedestrian crossings near Boyer Dr, Causey Ave, Stephanie Ct and Southgate St
1137	5-11b	Brightwood Loop Rd	US 26 to US 26	Add 4-foot paved shoulders

Table 5-3b Preferred Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
2000	5-11a	Bell Ave / Alberta St / 72nd Ave	King Rd to County line	Add bikeways and pedestrian facilities
2001	5-11a	Clatsop St / Luther Rd	72nd Ave to Fuller Rd	Add turn lanes and signals at OR 213 intersection; add bikeways, pedestrian facilities and traffic calming
2002	5-11a	Evelyn St	OR 224 to Jennifer St	Add bikeways and pedestrian facilities
2003	5-11a	Evelyn St / Mangan Dr	Jennifer St to Water Ave	Add bikeways
2004	5-11a	Hubbard Rd	122nd Ave to 132nd Ave	Fill gaps in pedestrian facilities
2005	5-11a	Jennifer St	82nd Dr to 135th Ave	Add pedestrian facilities
2006	5-11a	Lake Rd	Milwaukie City limits east to OR 224	Fill gaps in pedestrian facilities
2007	5-11a	Linwood Ave	Linwood Ave / Monroe St intersection	Add curbs/sidewalks, improve horizontal alignments
2008	5-11a	Linwood Ave	Queen Rd to Johnson Creek Blvd	Add bikeways in accordance with the Active Transportation Plan
2009	5-11a	Mather Rd	Summers Ln Rd to 122nd Ave	Add bikeways, pedestrian facilities and eastbound left turn lanes at Mather Rd / 122nd Ave
2010	5-11a	Monroe St / 72nd Ave / Thompson Rd	Linwood Ave to Fuller Rd	Add pedestrian facilities
2011	5-11a	Scouters Mountain / Mt Scott Loop Trail	Loop trail through Happy Valley, Damascus, Clackamas County and Portland	Construct multi-use path in accordance with the Active Transportation Plan
2012	5-11a	Stevens Rd / Stevens Way	Causey Ave to Idleman Rd	Add pedways and optional traffic calming
2013	5-11a	Strawberry Ln	Strawberry Ln / 82nd Dr intersection	Install traffic signal and eastbound turn lane
2014	5-11a	Sunnybrook Blvd	Sunnybrook Blvd / 82nd Ave intersection	Add dual southbound left-turn lanes, extend queue storage for southbound lefts and westbound lefts
2015	5-11a	Sunnyside Rd	OR 213 to 97th Ave	Modified boulevard treatment including lane redesign, medians, beautification, curb extensions, reconstructed sidewalks, landscaping, south side bikeways. Consider flashing yellow arrow for left-turns at signalized intersections.
2016	5-11b	282nd Ave	282nd / Haley Rd intersection	Install traffic signal and reduce speed limit on 282nd
2017	5-11b	362nd Ave	Skogan Rd to OR 211	Add paved shoulders
2018	5-11b	Eagle Creek Rd	OR 211 to Duus Rd	Add paved shoulders
2019	5-11b	Firwood Rd	Wildcat Mountain Dr to US 26	Add paved shoulders and turn lanes at major intersections.
2020	5-11c	Clackamas Rd	Johnson Rd and Webster Rd	Fill gaps in bikeways and pedestrian facilities
2021	5-11c	Jennings Ave	Oatfield Rd to Webster Rd	Widen to 2-lane urban minor arterial standard with bikeway and pedestrian facilities infill
2022	5-11c	Lake Oswego to Milwaukie Bridge	Between Sellwood and Oregon City	Construct bike/pedestrian crossing over the Willamette River in accordance with the Active Transportation Plan
2023	5-11c	Roots Rd	Webster Rd to McKinley Rd	Add pedestrian facilities

Table 5-3b Preferred Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
2024	5-11c	Thiessen Rd	Oatfield Rd to Webster Rd	Add bikeways and pedestrian facilities. For the Oetkin Rd to Webster Rd section, construct in accordance with the Active Transportation Plan
2025	5-11c	Webster Rd	OR 224 to Gladstone	Fill gaps in bikeways and pedestrian facilities
2026	5-11d	Advance Rd	~2,900 ft west of Mountain Rd	Realign roadway and grade improvements
2027	5-11d	Advance Rd	65th Ave to Mountain Rd	Add paved shoulders
2028	5-11d	Stafford Rd / 65th Ave	I-205 to Boeckman Rd / Advance Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections
2029	5-11e	Arndt Rd Extension	Barlow to OR 99E	Construct new 2 or 3 lane roadway
2030	5-11e	Barlow Rd	Knights Bridge Rd to OR 99E	Add paved shoulders
2031	5-11e	Beavercreek Multi-Use Path	Loder Rd to Ferguson Rd	Construct multi-use path consistent with the Beavercreek Road Concept Plan
2032	5-11e	Boones Ferry Rd	Boones Ferry Rd / Butteville Rd intersection	Remove bank, remove/decrease horizontal curve
2034	5-11e	Dryland Rd	Macksburg Rd S to Macksburg Rd N	Realign to form one intersection at Dryland Rd
2035	5-11e	Hattan Rd	Fischers Mill Rd to Gronlund Rd	Add paved shoulders and turn lanes at major intersections
2036	5-11e	Henrici Rd	OR 213 to Beavercreek Rd	Add paved shoulders and turn lanes at major intersections
2037	5-11e	Henrici Rd	Ferguson Rd to Redland Rd	Add paved shoulders and turn lanes at major intersections. Remove horizontal and vertical curves
2038	5-11e	Molalla Forest Rd	City of Canby to City of Molalla	Pave to provide bicycle access in accordance with the Active Transportation Plan
2039	5-11e	Mulino Rd (13th St segment)	Canby city limits to OR 213	Add paved shoulders and turn lanes at major intersections
2040	5-11e	Newell Creek Trail / Oregon City Loop Trail	Loop around the perimeter of Oregon City	Construct Oregon City Loop Trail and Newell Creek Trail in accordance with the Active Transportation Plan
2041	5-11e	Redland Rd	Redland Rd / Bradley Rd intersection	Install eastbound left-turn lane
2042	5-11e	Redland Rd	Redland Rd / Fischers Mill Rd / Henrici Rd intersection	Install eastbound left-turn, eastbound right-turn and westbound right-turn lanes at Henrici Rd
2043	5-11e	Springwater Rd	Springwater Rd / Bakers Ferry Rd intersection	Install southbound left-turn lane; realign intersection to fix skew
2044	5-11b	Sleepy Hollow Rd	Barlow Trail Rd to US 26	Add 4-foot paved shoulders

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3000	5-11a	106th Ave	OR 212 to Jennifer St	Add bikeways and pedestrian facilities
3001	5-11a	152nd Ave Phase 2	Sunnyside Rd to OR 212	Add bikeways, pedestrian facilities and turn lanes at major intersections
3002	5-11a	162nd Ave	Sager Rd north to County line	Add bikeways, pedestrian facilities, turn lanes at major intersections
3003	5-11a	172nd Ave Bridge	~140 feet south of Troge Rd	Replace bridge nearing the end of its useful life
3004	5-11a	82nd Dr	OR 212 to Gladstone	Widen to 5 lane with bikeways and pedestrian facilities
3005	5-11a	84th Ave	Sunnyside Rd to Sunnybrook Blvd	Fill in bikeways and pedestrian facilities gaps
3006	5-11a	93rd Ave	Sunnyside Rd to Sunnybrook Blvd	Add bikeways in accordance with the Active Transportation Plan
3007	5-11a	Cheldelin Rd	Foster Rd to 190th Dr	Add bikeways and pedestrian facilities
3008	5-11a	Cheldelin Rd (Clatsop St extension)	172nd Ave to Foster Rd	Construct new two lane roadway with bikeways and pedestrian facilities
3009	5-11a	Cornwell Ave	OR 213 to Fuller Rd	Add pedestrian facilities; connect to I-205 Multi-Use Path
3010	5-11a	Fuller Rd	Otty Rd to King Rd / OR 213	Construct new 2 lane extension with pedestrian facilities and bikeways
3011	5-11a	Fuller Rd	Johnson Creek Blvd to County line	Add pedestrian facilities
3012	5-11a	Hillcrest St	92nd Ave to Stevens Rd	Add pedestrian facilities
3013	5-11a	I-205 Pedestrian / Bike Overpass	Between Causey Ave and Sunnyside Rd	Construct a bike / pedestrian crossing over I-205 to connect transit services, businesses and residents in accordance with the Active Transportation Plan
3014	5-11a	Idleman Rd	92nd Ave to Westview Ct	Fill gaps in bikeways and pedestrian facilities
3015	5-11a	Jennifer St	106th Ave to 130th Ave	Add bikeways
3016	5-11a	Johnson Creek Blvd	Bell Ave to OR 213	Widen to 3 lanes from Bell Ave to 76th Ave and 5 lanes from 76th Ave to 82nd Ave ; add bikeways and pedestrian facilities
3017	5-11a	King Rd	Milwaukie City Limits to Spencer Dr	Fill gaps in pedestrian facilities in accordance with the Active Transportation Plan
3018	5-11a	Lake Rd	OR 224 west to Milwaukie city limits	Add pedestrian facilities and turn lanes at major intersections
3019	5-11a	Lake Rd	Johnson Rd to Webster Rd	Fill gaps in pedestrian facilities and bikeways
3020	5-11a	Linwood Ave Bridge over Johnson Creek	Bridge	Construct bridge with bike lanes and sidewalks in accordance with the Active Transportation Plan
3021	5-11a	Luther Rd Bridge	Bridge crossing Johnson Creek	Replace bridge
3022	5-11a	Mather Rd	Mather Rd / 122nd Ave intersection	Install traffic signal or compact roundabout
3023	5-11a	Mather Rd	122nd Ave to 132nd Ave	Construct new 2 lane roadway with pedestrian facilities and bikeways
3024	5-11a	Mather Rd	Industrial Way to 98th Ave	Maintain as pedestrian facilities and bikeway. Construct undercrossing at Sunrise Expressway.
3025	5-11a	Michael Dr	72nd Ave to Fuller Ave	Fill gaps in pedestrian facilities
3026	5-11a	Phillips Creek Multi-Use Path	Causey Ave to North Clackamas Regional Parks Trail	Construct multi-use path
3027	5-11a	Sunnyside Rd Adaptive Signal Timing	OR 213 to 172nd Ave	Add adaptive timing to traffic signals
3028	5-11a	Valley View Terrace	Sunnyside Rd to Otty Rd	Add bikeways and pedestrian facilities

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3029	5-11a	West 82nd Ave Parallel Road	King Rd to Luther Rd	Construct collector road parallel to OR 213 with bikeways and pedestrian facilities
3030	5-11b	282nd Ave	282nd Ave / OR 212 intersection	Add second right-turn lane on 282nd Ave and additional intersection improvements as needed
3031	5-11b	282nd Ave	OR 212 to Multnomah County line	Add paved shoulders
3032	5-11b	352nd Ave / Dunn Rd	Bluff Rd to Bluff Rd	Add paved shoulders
3033	5-11b	362nd Dr	Colorado Rd to Dubarko Rd	Remove or decrease horizontal and vertical curves
3034	5-11b	362nd Dr	362nd Ave / Deming Rd intersection	Remove or decrease vertical curve, relocate intersection
3035	5-11b	Barlow Trail Rd/ Lolo Pass Rd	Between communities of Timberline, Welches and Zig Zag	Add paved shoulders in accordance with the Active Transportation Plan. In the interim, install 4-foot shoulders or 4-foot shoulders at specific areas with limited sight distance or steep uphill sections.
3036	5-11b	Bluff Rd	City of Sandy to County line	Add paved shoulders in accordance with the Active Transportation Plan
3037	5-11b	Bull Run Rd	Ten Eyck Rd to Multnomah County line	Add paved shoulders and turn lanes at major intersections.
3038	5-11b	Bull Run Truss	Bull Run truss between Waterworks Rd and Bowman Rd	Replace bridge nearing the end of its useful life
3039	5-11b	Coalman Rd / Cherryville Dr	Ten Eyck Rd to US 26	Add paved shoulders. In the interim, add 4-foot paved shoulders.
3040	5-11b	Compton Rd	US 26 to 352nd Ave	Remove vertical curve near Orient Dr and relocate intersection; add paved shoulders
3041	5-11b	Coupland Rd	Estacada City limits to Divers Rd	Add paved shoulders and turn lanes at major intersections
3042	5-11b	Eagle Creek Rd	Keegan Rd to Currin Rd	Realign Eagle Creek Rd to remove or decrease downgrade
3043	5-11b	Firwood Rd	Firwood Rd / Trubel Rd intersection	Realign Trubel Rd to remove or decrease downgrade
3044	5-11b	Hayden Rd	Springwater Rd to OR 211	Add paved shoulders in accordance with the Active Transportation Plan
3045	5-11b	Howlett Rd	OR 211 to Wildcat Mountain Dr	Add paved shoulders
3046	5-11b	Kelso Rd	Richey Rd to Orient Dr	Add paved shoulders
3047	5-11b	Kelso Rd	Orient Dr to Sandy Urban Growth Boundary	Remove vertical curve, relocate intersection, add paved shoulders and turn lanes at major intersections; investigate speed zone
3048	5-11b	Lolo Pass Rd	US 26 to Barlow Trail Rd	Safety analysis; add paved shoulders in accordance with the Active Transportation Plan
3049	5-11b	Mt Hood Aerial Transportation Link	Between Ski Bowl, Government Camp Village and Timberline Lodge	Aerial transportation link
3050	5-11b	Orient Dr	US 26 north to County line	Add paved shoulders
3051	5-11b	Porter Rd Bridge over Delph Creek	~100 ft east of Wilcox Rd	Replace bridge
3052	5-11b	Salmon River Rd	US 26 to Welches Rd	Add paved shoulders. Between US 26 and Fairway Ave, add paved shoulders or multi-use path
3053	5-11b	Springwater Rd	Hayden Rd to OR 211	Add paved shoulders

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3054	5-11b	Ten Eyck Rd	Lusted Rd to City of Sandy	Remove vertical curve, relocate intersection, add paved shoulders, turn lanes at major intersections; investigate speed zone. For paved shoulders between City of Sandy and Marmot Rd, refer to the Active Transportation Plan
3055	5-11b	Tickle Creek Trail	Springwater Corridor to Sandy city limits	Construct multi-use path in accordance with the Active Transportation Plan
3056	5-11b	Welches Rd	Birdie Ln to Salmon River Rd	Add paved shoulders or add multi-use path
3057	5-11b	Wildcat Mountain Dr	OR 224 to Firwood Rd	Add paved shoulders
3058	5-11c	Aldercrest Dr	Thiessen Rd to Oatfield Rd	Add pedestrian facilities to one side of the road and bikeways
3059	5-11c	Clackamas Rd	Clackamas Rd / I-205 interchange	Construct bike/pedestrian bridge over I-205
3060	5-11c	Hill Rd	Oatfield Rd to Thiessen Rd	Add bikeways and pedestrian facilities
3061	5-11c	Johnson Rd / McKinley Rd	OR 224 to I-205 multi-use path	Bikeway and pedestrian facilities infill. From Thiessen Rd to I-205 Multi-use Path, construct in accordance to the Active Transportation Plan
3062	5-11c	McNary Rd / Mabel Ave	Oatfield Rd to Webster Rd	Add bikeways and pedestrian facilities
3063	5-11c	Naef Rd	Oatfield Rd to River Rd	Add pedestrian facilities in accordance with the Active Transportation Plan
3064	5-11c	Oatfield Rd	Oatfield Rd / Hill Rd intersection	Add left-turn lanes, install signal if warranted
3065	5-11c	Oatfield Rd	Milwaukie city limits to Gladstone city limits	Fill gaps in pedestrian facilities and bikeways
3066	5-11c	Oatfield Ridge Connection	Between Jennings Ave and Thiessen Ave over Oatfield Ridge	Construct multi-use path
3068	5-11c	Portland Ave	Jennings Ave to Hull Ave	Fill gaps in pedestrian facilities
3069	5-11c	Risley Ave	Arista Dr to Hager Rd	Fill gaps in pedestrian facilities
3070	5-11c	River Rd	Courtney Ave to Oak Grove Blvd	Add pedestrian facilities
3071	5-11c	River Rd	Risley Ave to Rinearson Rd	Add pedestrian facilities
3072	5-11c	Roethe Rd	River Rd to OR 99E (McLoughlin Blvd)	Add bikeways, pedestrian facilities and traffic calming
3073	5-11c	Rusk Rd	OR 224 South to Aldercrest Rd	Add pedestrian facilities on one side of the roadway and bikeways
3074	5-11c	Strawberry Ln	Webster Rd to 82nd Dr	Add pedestrian facilities and fill bikeway gaps
3075	5-11c	Thiessen Rd	Thiessen Rd / Hill Rd intersection	Add right-turn lane on Thiessen Rd; consider converting to two-way stop controlled or installing roundabout
3076	5-11c	View Acres Rd	Oatfield Rd to Hill Rd	Add pedestrian facilities and traffic calming
3077	5-11c	Webster Rd	Webster Rd / Jennings Ave and Webster Rd / Roots Rd intersections	Construct traffic signals, turn lanes
3078	5-11c	Webster Rd	Webster Rd / Strawberry Ln intersection	Add signal; construct southbound and westbound left-turn lane
3079	5-11d	65th Ave	Stafford Rd to Tualatin city limits	Add paved shoulders
3080	5-11d	Baker Rd	Tooze Rd to County line	Add paved shoulders

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3081	5-11d	Bell Rd	Ladd Hill Rd to Wilsonville Rd	Add paved shoulders
3082	5-11d	Bonita Rd	Carman Dr to I-5	Add bikeways and pedestrian facilities
3083	5-11d	Childs Rd	Stafford Rd to Lake Oswego city limits	Add pedestrian facilities, bikeways and turn lanes at major intersections
3084	5-11d	Graham's Ferry Rd	County line to Westfall Rd	Add paved shoulders
3085	5-11d	Graham's Ferry Rd	Wilsonville Rd to Wilsonville city limits	Add paved shoulders
3086	5-11d	Hoffman Rd / Peach Cove Rd / Riverwood Rd	Mountain Rd to Tualatin River	Add paved shoulders
3087	5-11d	Homesteader Rd	Stafford Rd to Mountain Rd	Add paved shoulders
3088	5-11d	Johnson Rd	Stafford Rd to West Linn city limits	Add paved shoulders and turn lanes at major intersections
3089	5-11d	Ladd Hill Rd	Wilsonville Rd to Washington County line	Add paved shoulders and turn lanes at major intersections
3090	5-11d	Mountain Rd	Stafford Rd to Canby Ferry	Add paved shoulders in accordance with the Active Transportation Plan
3091	5-11d	Petes Mountain Rd	West Linn city limits to Hoffman Rd	Add paved shoulders and turn lanes at major intersections
3092	5-11d	Pleasant Hill Rd / McConnell Rd / Tooze Rd	Ladd Hill Rd to Westfall Rd	Add paved shoulders
3093	5-11d	Schaeffer Rd	Mountain Rd to Petes Mountain Rd	Add paved shoulders
3094	5-11d	Schatz Rd / 55th Ave / Meridian Way	65th Ave to Stafford Rd	Add paved shoulders
3095	5-11d	Tualatin / Lake Oswego Pedestrian and Bicycle Bridge	Tualatin River Bridge	Construct bike / pedestrian bridge
3096	5-11d	Wilsonville Rd	Wilsonville Rd / Bell Rd intersection	Realign roadway and grade improvements
3097	5-11d	Wilsonville Rd	Wilsonville Rd / Edminston Rd intersection	Remove bank, remove horizontal curve, relocate intersection
3098	5-11d	Wilsonville Rd Bridge	~300 feet south of Bell Rd	Replace bridge nearing the end of its useful life
3099	5-11d	Wisteria Rd / Woodbine Rd	Rosemont Rd to Johnson Rd	Add paved shoulders
3100	5-11e	Airport Rd	Arndt Rd to Miley Rd	Add turn lanes at major intersections
3101	5-11e	Bakers Ferry Rd	Springwater Rd to OR 224	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections; remove horizontal curve and relocate intersection from Eaden Rd to OR 224
3102	5-11e	Barnards Rd	Meridian Rd to Canby-Marquam Hwy	Add paved shoulders
3103	5-11e	Barnards Rd	Needy Rd to Stuwe Rd	Reconstruct bridge and widen to 36 feet
3104	5-11e	Beavercreek Rd	Yeoman Rd/Steiner Rd to OR 211	Add paved shoulders
3105	5-11e	Bradley Rd	Redland Rd to Holcomb Blvd	Add turn lanes at major intersections
3106	5-11e	Bradley Rd	Gronlund Rd to Redland Rd	Add paved shoulders

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3107	5-11e	Buckner Creek Rd	Gard Rd to Cochell Rd	Add paved shoulders
3108	5-11e	Canby-Marquam Highway	OR 170 / Macksburg Rd intersection	Reconstruct intersection; install southbound left-turn lane and northbound right-turn lane
3109	5-11e	Canby-Marquam Highway	City of Canby to OR 211	Add paved shoulders
3110	5-11e	Carus Rd	Central Point Rd to Beaver Creek Rd	Add paved shoulders in accordance with the Active Transportation Plan
3111	5-11e	Casto Rd	Spangler Rd to Central Point Rd	Add paved shoulders and turn lanes at major intersections
3112	5-11e	Central Point Rd	Parrish Rd to Mulino Rd	Smooth curves; add paved shoulders (Parrish Rd to Bremer Rd in accordance with the Active Transportation Plan)
3113	5-11e	Clackamas River Dr	Oregon City limits to Springwater Rd	Construct bikeway in accordance with the Active Transportation Plan. Add turn lanes at Springwater Rd and Forsythe Rd.
3114	5-11e	Fellows Rd	Redland Rd to Lower Highland Rd	Add paved shoulders and turn lanes at major intersections
3115	5-11e	Ferguson Rd	Beaver Creek Rd and Henrici Rd	Reduce the speed limit and install traffic calming
3116	5-11e	Fischers Mill Rd	Redland Rd to Springwater Rd	Add paved shoulders in accordance with the Active Transportation Plan
3117	5-11e	Forsythe Rd	Oregon City line to Bradley Rd	Add paved shoulders
3118	5-11e	Forsythe Rd	Oregon City limit to Bradley Rd	Add center turn lane and paved shoulders
3119	5-11e	Forsythe Rd	Forsythe Rd / Victory Rd intersection	Realign, widen Victory Rd; remove or decrease curves along Forsythe Rd; relocate intersection
3120	5-11e	Gard Rd	~100 ft south of Old Clarke Rd	Reconstruct bridge to accommodate paved shoulders
3121	5-11e	Gronlund Rd / Hattan Rd	Bradley Rd to Springwater Rd	Add paved shoulders and turn lanes at major intersections
3122	5-11e	Henrici Rd	Between Driftwood Dr and Shore Vista Dr	Widen bridge to accommodate paved shoulders
3123	5-11e	Holcomb Blvd	Edenwild Ln to Bradley Rd	Add paved shoulders and turn lanes at Holcomb Blvd / Bradley Rd
3124	5-11e	Kamrath Rd	Carus Rd to Spangler Rd	Safety analysis at Carus Rd, add paved shoulders, remove or decrease horizontal curves north of Spangler Rd
3125	5-11e	Knights Bridge Rd Bridge	~3,200 feet east of Barlow Rd	Replace bridge (nearing the end of its useful life)
3126	5-11e	Leland Rd	Oregon City line to Beaver Creek Rd	Add paved shoulders
3127	5-11e	Leland Rd	~1,000 ft north of Warnock Rd	Reconstruct bridge to accommodate paved shoulders
3128	5-11e	Lone Elder Rd	County line to Canby-Marquam Hwy	Add paved shoulders
3129	5-11e	Lower Highland Rd	Beaver Creek Rd to Fellows Rd	Add paved shoulders and turn lanes at major intersections
3130	5-11e	Macksburg Rd	Canby Marquam Hwy to OR 213	Add paved shoulders and turn lanes at major intersections
3131	5-11e	Maplelane Rd	~1,800 ft west of Walker Rd	Add paved shoulders
3132	5-11e	Maplelane Rd	Oregon City Urban Growth Boundary to Ferguson Rd	Add paved shoulders
3133	5-11e	Mattoon Rd	Fischers Mill Rd to Redland Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections; remove vertical curves, remove horizontal curves north of Redland Rd

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3134	5-11e	Meridian Rd	Lone Elder Rd to OR 211	Add paved shoulders
3135	5-11e	Meridian Rd	Elliott Prairie Rd to Barlow Rd	Add paved shoulders; remove or decrease horizontal and vertical curves
3136	5-11e	Miley Rd	Airport Rd to Eilers Rd	Add paved shoulders
3137	5-11e	Molalla Ave	OR 213 to Molalla City limits	Add paved shoulders
3138	5-11e	New Era Rd / Haines Rd	OR 99E to Leland Rd	Add paved shoulders
3140	5-11e	Redland Rd	~900 ft west of Holly Ln	Reconstruct bridge to include shoulders and bikeways
3141	5-11e	Redland Rd	~400 ft west of Holly Ln	Reconstruct bridge to include shoulders and bikeways
3142	5-11e	Redland Rd	Henrici Rd to Oregon City limit	Add paved shoulders and bikeway in accordance with the Active Transportation Plan
3143	5-11e	Redland Rd	Henrici Rd to Springwater Rd	Add paved shoulders and turn lanes at major intersections. For the section between Mattoon Rd and Jubb Rd, see the Active Transportation Plan.
3144	5-11e	Ridge Rd	Lower Highland Rd to Redland Rd	Add paved shoulders
3145	5-11e	Rock Creek (Kropf Rd) Bridge	~3,500 ft north of Gibson Rd	Replace bridge
3146	5-11e	S Killdeer Rd	Ferguson Road and Yeoman Road	Extend S Killdeer Rd to connect with S. Ivel Rd. and provide bike/pedestrian access
3147	5-11e	South End Rd	Oregon City limits to OR 99E	Smooth curves; add paved shoulders
3148	5-11e	Spangler Rd	Casto Rd to Beavercreek Rd	Add paved shoulders and turn lanes at major intersections
3149	5-11e	Springwater Rd	Bakers Ferry Rd to Hayden Rd	Add paved shoulders and turn lanes at major intersections. For paved shoulders between Eaden Rd and Hayden Rd, see the Active Transportation Plan.
3150	5-11e	Thayer Rd/Ferguson Rd	Oregon City line to Redland Rd	Add paved shoulders
3151	5-11e	Toliver Rd	Dryland Rd to Molalla city Limits	Add paved shoulders in accordance with the Active Transportation Plan
3152	5-11e	Unger Rd	Beavercreek Rd to OR 211	Add paved shoulders and turn lanes at major intersections
3153	5-11e	Union Hall Rd	Central Point Rd to El Dorado Rd	Add paved shoulders
3154	5-11f	Bird Rd	Groshong Rd to Wilhoit Rd	Add paved shoulders and turn lanes at major intersections
3155	5-11f	Blair Rd	Groshong Rd to Maple Grove Rd	Add paved shoulders and turn lanes at major intersections
3156	5-11f	Callahan Rd S / Ramsby Rd	Dickey Prairie Rd to Fernwood Rd	Add paved shoulders and turn lanes at major intersections
3157	5-11f	Dhooghe Rd	OR 211 to Fernwood Rd	Add paved shoulders and turn lanes at major intersections
3158	5-11f	Fernwood Rd	Dhooghe Rd to Callahan Rd	Add paved shoulders and turn lanes at major intersections
3159	5-11f	Gray's Hill Rd	Green Mountain Rd to OR 211	Add paved shoulders
3160	5-11f	Maple Grove Rd	Nowlens Bridge Rd to Sawtell Rd	Add paved shoulders and turn lanes at major intersections
3161	5-11f	Nowlens Bridge Rd	OR 213 to Maple Grove Rd	Add paved shoulders and turn lanes at major intersections

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3162	5-11f	Sawtell Rd	Maple Grove Rd to Wilhoit Rd	Add paved shoulders and turn lanes at major intersections
3163	5-11f	Wildcat Rd	Wilhoit Rd to OR 213	Add paved shoulders and turn lanes at major intersections
3164	5-11f	Wright Rd	OR 211 to Callahan Rd	Add paved shoulders
3165	5-11a	Sunnyside Rd	93rd Ave to OR 212	Add pedestrian facilities and bikeways in accordance with the Active Transportation Plan
3166	5-11b	Barlow Trail Rd	Marmot Rd to Lolo Pass Rd	Add paved shoulders in accordance with the Active Transportation Plan
3167	5-11b	Marmot Rd	Ten Eyck to Barlow Trail Rd	Add paved shoulders in accordance with the Active Transportation Plan. In the interim, widen to 4-feet within Wildwood/Timberline, Zigzag, Rhododendron and Wemme/Welches.
3168	5-11c	Thiessen Rd	Webster Rd to Johnson Rd	Add pedestrian facilities and bikeways in accordance with the Active Transportation Plan
3169	5-11d	Willamette River Greenway	Lake Oswego north to County Line	Construct multi-use path in accordance with the Active Transportation Plan.
3170	5-11d	Willamette River Greenway	Canby Ferry to City of Wilsonville	Construct multi-use path in accordance with the Active Transportation Plan.
3171	5-11e	Bremer Rd	Central Point Rd to Haines Rd	Add paved shoulders in accordance with the Active Transportation Plan
3172	5-11e	Butteville Rd	Willamette River to County line	Add paved shoulders in accordance with the Active Transportation Plan
3173	5-11e	Dryland Rd	Macksburg Rd to Toliver Rd	Add paved shoulders in accordance with the Active Transportation Plan
3174	5-11e	Eaden Rd	Bakers Ferry Rd to Springwater Rd	Add paved shoulders in accordance with the Active Transportation Plan
3175	5-11e	Haines Rd	Bremer Rd to Territorial Rd	Add paved shoulders in accordance with the Active Transportation Plan
3176	5-11e	Harms Rd	Kraxberger Rd to Macksburg Rd	Construct bikeway in accordance with Active Transportation Plan
3177	5-11e	Hwy 170 / Kraxberger Rd	City of Canby to Harms Rd	Add paved shoulders in accordance with the Active Transportation Plan
3178	5-11e	Jubb Rd	Redland Rd to Springwater Rd	Add paved shoulders in accordance with the Active Transportation Plan
3179	5-11e	Kamrath Rd	Leland Rd to Carus Rd	Add paved shoulders in accordance with the Active Transportation Plan
3180	5-11e	Knights Bridge Rd / Barlow Rd / Arndt Rd	Canby boundary to Airport Rd	Add bikeway in accordance with the Active Transportation Plan
3181	5-11e	Territorial Rd	Haines Rd to OR 99E	Add bikeways in accordance with the Active Transportation plan
3182	5-11e	Willamette River Greenway	Oregon City to Canby	Construct multi-use path in accordance with the Active Transportation Plan.

Removed Projects:

3117: removed due to duplication with 3118

3166: removed due to duplication with 3035

Table 5-3d Regional Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4000	County-wide	TSP Refinement	State facility locations applicable where mobility target is not met in 2035	TSP Refinement to develop alternative mobility targets for state facilities consistent with Oregon Highway Plan (OHP) 1F3.	High
4001	5-11a	I-205 / Sunnyside Road interchange	I-205 / Sunnyside Road interchange	Add dual northbound right-turns; install bike signal; construct sidewalk extension / bulb to accommodate pedestrians and bicyclists around signal pole.	High
4002	5-11a	OR 212	OR 212 / 172nd Ave intersection	Add second eastbound left-turn lane	High
4003	5-11a	OR 212	SE 162nd to Anderson Rd	Add bikeways, pedestrian facilities ways, and landscape pedestrian facilities buffer; widen to 6 lanes within Happy Valley; add center turn lane within Damascus	High
4004	5-11a	OR 213	Sunnybrook Blvd to Portland City Limits	Extend fiberoptic communications, CCTV at key intersections and adaptive signal timing	High
4005	5-11a	OR 224	OR 224 / Lake Rd / Webster Rd intersection	Add turn-lanes, including second left-turn lane on westbound OR 224, second left-turn lane and right-turn lane on northbound SE Webster Rd, and second left-turn lane on southbound SE Lake Rd	High
4006	5-11a	OR 224	OR 224 / Johnson Rd intersection	Add second left-turn lane on westbound OR 224	High
4007	5-11a	OR 224	OR 224 / Hubbard Rd / 135th Ave intersection	Add intersection improvements, including right-turn lanes	High
4008	5-11a	OR 224	Springwater Rd / OR 224 intersection	Add signal and turn lanes on all approaches	High
4009	5-11a	OR 224	Rock Creek Junction to Midway St	Widen to four lanes; add bikeways.	High
4010	5-11a	Sunrise Project - Preliminary Engineering	Webster Rd/ OR 224 to 172nd Ave / OR 212	Preliminary engineering from Webster Rd to 172nd Ave	High
4011	5-11a	Sunrise Project - Right-of-Way	Webster Rd/ OR 224 to 172nd Ave / OR 212	Acquire right-of-way to accommodate 6 lane expressway plus auxiliary lanes	High
4012	5-11a	SunriseProject - Multi-use Path	122nd to Rock Creek Junction	Construct multi-use path from 122nd to Rock Creek Junction parallel to the Sunrise project consistent with FEIS.	High
4013	5-11b	OR 224	OR 224 /232nd Ave intersection	Install traffic signal or roundabout	High
4014	5-11b	OR 224	Eaglecreek Rd / OR 224 intersection	Install signal	High
4015	5-11c	OR 99E	Milwaukie city limit to Gladstone city limit	Add bikeways, pedestrian facilities ways, median enhancements, crosswalks and pedestrian facilities refuges	High
4016	5-11d	I-205	Stafford Rd to OR 99E	Work with ODOT, Metro, Oregon City, West Linn and any other effected jurisdictions to analyze and develop a solution to the transportation bottle neck on I-205 between Oregon City and I-205 / Stafford Road Interchange. Possible solutions include widening to 3-lanes in each direction.	High
4017	5-11e	I-205	Willamette River to West Linn city limit	Add southbound truck climbing lane	High
4018	5-11e	I-205	I-205 Corridor	Corridor-wide operational improvements	High
4019	5-11e	OR 211	Beavercreek Rd, Union Hall Rd to Dhooghe Rd	Widen to include shoulders, bikeways, add passing lanes where needed and turn lanes at major intersections	High
4020	5-11e	OR 213	OR 213 / Spangler Rd intersection	Install traffic signal to replace existing two-way stop	High

Table 5-3d Regional Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4021	5-11e	OR 213	OR 213 / Henrici Rd intersection	Install traffic signal or roundabout and additional intersection improvements as needed	High
4022	5-11e	OR 213	OR 213 / Leland Rd intersection	Add northbound through auxiliary lane	High
4023	5-11e	OR 213	Leland Rd / Union Hall Rd intersection	Add southbound auxiliary lane	High
4024	5-11e	OR 213	Mulino to Molalla	Perform road safety audit or transportation safety review to identify appropriate safety improvements	High
4025	5-11e	OR 99E	OR 99E / Barlow Rd intersection	Add left-turn lane on southbound Barlow Rd - To widen Barlow Rd to add a southbound left turn lane on the north approach would need to modify the existing railroad crossing warning system	High
4026	5-11a	I-205 / Johnson Creek Blvd interchange	I-205 / Johnson Creek Blvd interchange	Add loop ramp and northbound on-ramp; realign southbound off-ramp and install dual right-turn lanes	Medium
4027	5-11a	I-205 / OR 212/224 Interchange	In vicinity of Roots Rd and McKinley Ave	Connect bikeways in accordance with the Active Transportation Plan	Medium
4028	5-11a	OR 212	Rock Creek Junction to 172nd	Construct climbing lane	Medium
4029	5-11a	OR 212	OR 212 / SE 162nd Ave intersection	Add left-turn pockets and traffic signal	Medium
4030	5-11a	OR 213	Sunnyside Rd to Sunnybrook Rd	Widen to 7 lanes with boulevard treatments	Medium
4031	5-11a	OR 213	OR 213 / Harmony Rd / Sunnyside Rd intersection	Add bikeways, pedestrian facilities ways, dual northbound and southbound left-turn lanes, and lighting; convert driveways north of intersection to right-in / right-out	Medium
4032	5-11a	OR 224	OR 224 / Rusk Rd off-ramp	Extend right-turn lane on OR 224	Medium
4033	5-11a	OR 224	Milwaukie city limits to I-205	Construct multi-use path as parallel route to OR 224	Medium
4034	5-11a	OR 224	Lake Rd / Johnson Rd / Pheasant Ct	Realign Lake Rd / Johnson Rd to provide southern OR 224 access via Pheasant Ct; add turn lanes at OR 224 / Pheasant Ct intersection; close access at Lake / Webster south of OR 224	Medium
4035	5-11a	OR 99E	OR 99E / Jennings Ave intersection	Determine safe connection of Trolley Trail at OR 99E / Jennings Ave intersection	Medium
4036	5-11a	Sunrise Project	I-205 to 172nd Ave	Construct improvements to 172nd	Medium
4037	5-11b	OR 211	Hayden Rd to OR 224	Widen to rural arterial standard with shoulders, bikeways in accordance with the Active Transportation Plan and turn lanes at major intersections	Medium
4038	5-11b	US 26	Govt. Camp Loop W to OR 35	Implement Finding of Mt Hood Multimodal Study including phased safety improvements	Medium
4039	5-11b	US 26	OR 35 Junction to Wasco County line	Widen roadway to include bikeways /shoulders, add passing lanes where needed and turn lanes at major intersections	Medium
4040	5-11e	OR 211	OR 170 (Canby-Marquam Hwy) / OR 211 intersection	Install eastbound and westbound left-turn lanes, and eastbound right-turn lane; remove or decrease horizontal curve	Medium
4041	5-11e	OR 211	Marion County line to OR 170 (Canby-Marquam Hwy)	Widen to include shoulders, bikeways, add passing lanes where needed and turn lanes at major intersections	Medium
4042	5-11e	OR 99E	Barlow Rd to Marion County line	Four lane widening with median, left-turn lanes from mile post 24.05	Medium
4043	5-11e/f	OR 213	Oregon City boundary to Marion County line	Add shoulders and bikeways	Medium

Table 5-3d Regional Capital Projects

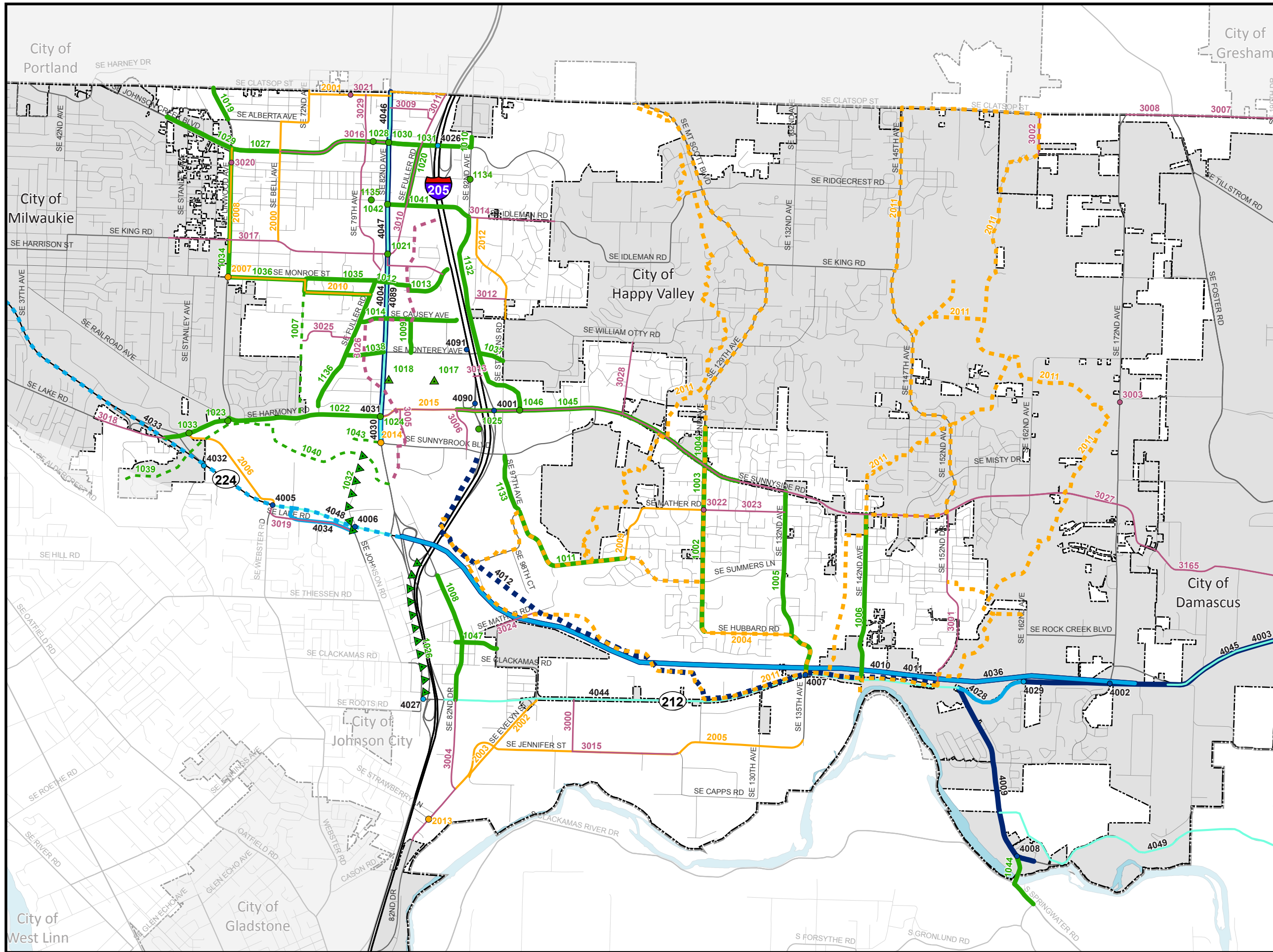
Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4044	5-11a	OR 212	I-205 to OR 224	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4045	5-11a	OR 212	Within the Damascus City Limits (Armstrong Cr to 257th)	Obtain right-of-way for future 4 lane facility with planted median and 5 lanes at major intersections; build as major development occurs and apply access management to reduce number of driveways.	Low
4046	5-11a	OR 213	Clatsop St to Sunnyside Rd	OR 213/82nd Avenue Boulevard Design Improvements - Widen to add sidewalks, lighting, central median, planting strips and landscaping; fill gaps in the bike and pedestrian facilities network. Add pedestrian crossings in the vicinity of Luther Rd, Glencoe Rd and south of Boyer Dr. Install access management median Hinkley Ave to Lindy St and Monterey Ave to Harmony Rd. Install advanced street name signs from Sunnyside Rd to Sunnyside Dr. Remove signal at north entrance of Clackamas Town Center and evaluate traffic diversion. 2014 ODOT OR 213 paving project programmed King to OR 224.	Low
4047	5-11a	OR 213 (82nd Ave)	Luther Road to Sunnybrook Blvd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4048	5-11a	OR 224	Webster Rd and 82nd Ave	Provide frontage connection on the north side of OR 244	Low
4049	5-11a	OR 224	Springwater Rd to 232nd Dr	Shoulder widening, horizontal realignment, realignment of roadway to bluff	Low
4050	5-11b	OR 211	OR 224 to eastbound US 26	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4051	5-11b	OR 211	OR 224 to Hillcockburn Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4052	5-11b	OR 211	Tickle Creek Rd/OR 211 intersection	Remove or decrease horizontal curve, relocate intersection	Low
4053	5-11b	OR 211	362nd Dr / OR 211 intersection	Remove or decrease vertical curve and remove vegetation	Low
4054	5-11b	OR 211	Eagle Creek Rd to Tickle Creek Rd	Widen to include bikeways /shoulders and add passing /climbing lanes where needed	Low
4055	5-11b	OR 211	0.14 miles east of Coop Rd to Jackknife Rd	Widen to add shoulder / bikeways; realign to remove horizontal and vertical curves	Low
4056	5-11b	OR 211	Tickle Creek Rd to 362nd Dr	Widen to include bikeways /shoulders and add passing /climbing lanes where needed	Low
4057	5-11b	OR 211	Bornstedt Rd to City of Sandy	Add shoulders and bikeways	Low
4058	5-11b	OR 224	232nd Ave to OR 211	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4059	5-11b	OR 224	Fish Creek Rd to National Forest Rd 46	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4060	5-11b	OR 224	Bakers Ferry Rd / OR 224 intersection	Add eastbound right-turn lane	Low
4061	5-11b	OR 224	Amisigger Rd / OR 224 intersection	Install traffic signal; add southbound and eastbound left-turn lanes and westbound right-turn lane	Low
4062	5-11b	OR 224	Heiple Rd / OR 224 intersection	Add southbound right-turn lane	Low
4063	5-11b	OR 224	OR 212 to Estacada city limits	Widen to include shoulders and bikeways; add passing lanes where needed	Low
4065	5-11b	US 26	US 26 / Haley Rd intersection	Develop a plan to address to address access and safety issues on US 26 at this intersection and implement that plan	Low

Table 5-3d Regional Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4066	5-11b	US 26	Kelso Rd to Duncan Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4067	5-11b	US 26	Duncan Rd to Langensand Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4068	5-11b	US 26	Firwood Rd to Sleepy Hollow Dr	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4069	5-11b	US 26	Rhododendron to OR 35	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4070	5-11b	US 26	US 26 / Firwood Rd intersection	Add eastbound right-turn lane	Low
4071	5-11b	US 26	US 26 / Brightwood Loop W	Add westbound right-turn lane	Low
4072	5-11b	US 26	US 26 / Brightwood Loop E	Add westbound right-turn lane	Low
4073	5-11b	US 26	Lolo Pass Rd to Govt. Camp Loop Rd. W	Implement Finding of Mt Hood Multimodal Study including ITS approach with variable speed signage; construct multi-use path between Lolo Pass Rd and John Lake Rd; add enhanced pedestrian crossing, sidewalks, curbs, gutters, pedestrian refuge island, pedestrian illumination and access management in Rhododendron; construct multi-use path connecting Mt. Hood Express transit stop and Pioneer Bridle Trailhead	High
4074	5-11c	OR 99E	Park Ave to Gladstone city limits	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4075	5-11d	OR 43	Lake Oswego to Portland	Develop active transportation connection in accordance with the Active Transportation Plan.	Low
4076	5-11e	OR 211	Dhooghe Rd / OR 211 intersection	Remove or decrease horizontal curve, relocate intersection	Low
4077	5-11e	OR 211	OR 170 (Canby-Marquam Hwy) to City of Molalla	Add shoulders and bikeways	Low
4078	5-11e	OR 211	Needy Rd to 0.6 miles west of Needy Rd	Remove or decrease vertical curve to allow passing zone, add passing lane in one or both directions, possible relocation of intersection	Low
4079	5-11e	OR 211	Molalla city limits to Hayden Rd	Widen to rural arterial standard (2 lanes) with shoulders and bikeways	Low
4080	5-11e	OR 211	Beavercreek Rd to Upper Highland Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4081	5-11e	OR 213	OR 213 / Carus Rd intersection	Install traffic signal to replace existing two-way stop See U339	Low
4082	5-11e	OR 213	OR 213 / Beavercreek Rd intersection	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4083	5-11e	OR 213	Carus Rd / OR 213 intersection	Install southbound left-turn and right-turn lanes	Low
4085	5-11e	OR 99E	Oregon City to Canby	Add shoulders and bikeways	Low
4086	5-11e	OR 99E	Sequoia Parkway to Lone Elder Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4087	5-11e	OR 99E	Territorial Rd to Metro boundary	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4088	5-11b	Government Camp Loop Rd	US 26 to US 26	Add bikeways through Government Camp in accordance with the Active Transportation Plan	High
4089	5-11a	OR 213	Causey Ave to King Rd	Work with TriMet and ODOT to evaluate the Business Access Transit lane and identify projects / approaches to improve safety and enhance transit operation.	High

Table 5-3d Regional Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4090	5-11a	I-205 MUP	I-205 SB Ramp / Sunnyside Rd	Travelling south on the I-205 multi-use path, install a pedestrian signal to cross the I-205 southbound / Sunnyside right turn lane. Perform traffic analysis to evaluate impacts to vehicle queuing. Modification subject to ODOT approval.	High
4091	5-11a	I-205 MUP	Monterey Ave	Install parabolic mirror and/or signage to resolve limited sight distance issues at the intersection of the I-205 MUP and the path extension at Monterey Ave.	High
4092	5-11b	US 26	Arrah Wanna Blvd to Welches Rd	Add multi-use path on north side of US 26	High
4093	5-11b	US 26	Main Park Rd to Salmon River Rd	Add multi-use path on south side of US 26	High
4094	5-11b	US 26 / Welches Rd	US 26 / Welches Rd	Pedestrian and ADA improvements at signal, including crossing improvements on the north side of the intersection.	Medium
4095	5-11b	US 26 / Arrah Wanna Blvd	US 26 / Arrah Wanna Blvd	Install a continental style crosswalk, accompanied by roadway and streetscape improvements	Medium
4096	5-11b	US 26 / Salmon River Rd	US 26 / Salmon River Rd	Install an enhanced pedestrian crossing	High



Capital Improvement Plan

Greater Clackamas Regional Center / Industrial Area

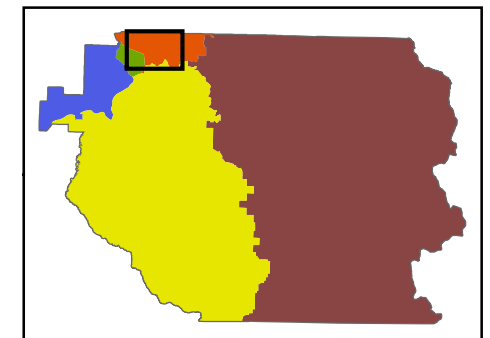
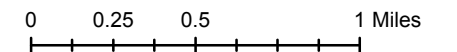
- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

Projects on Non-County Facilities

- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
- Multi-Use Path*
- Metro Urban Growth Boundary
- Incorporated City

*Symbol color consistent with Priority symbologies shown above



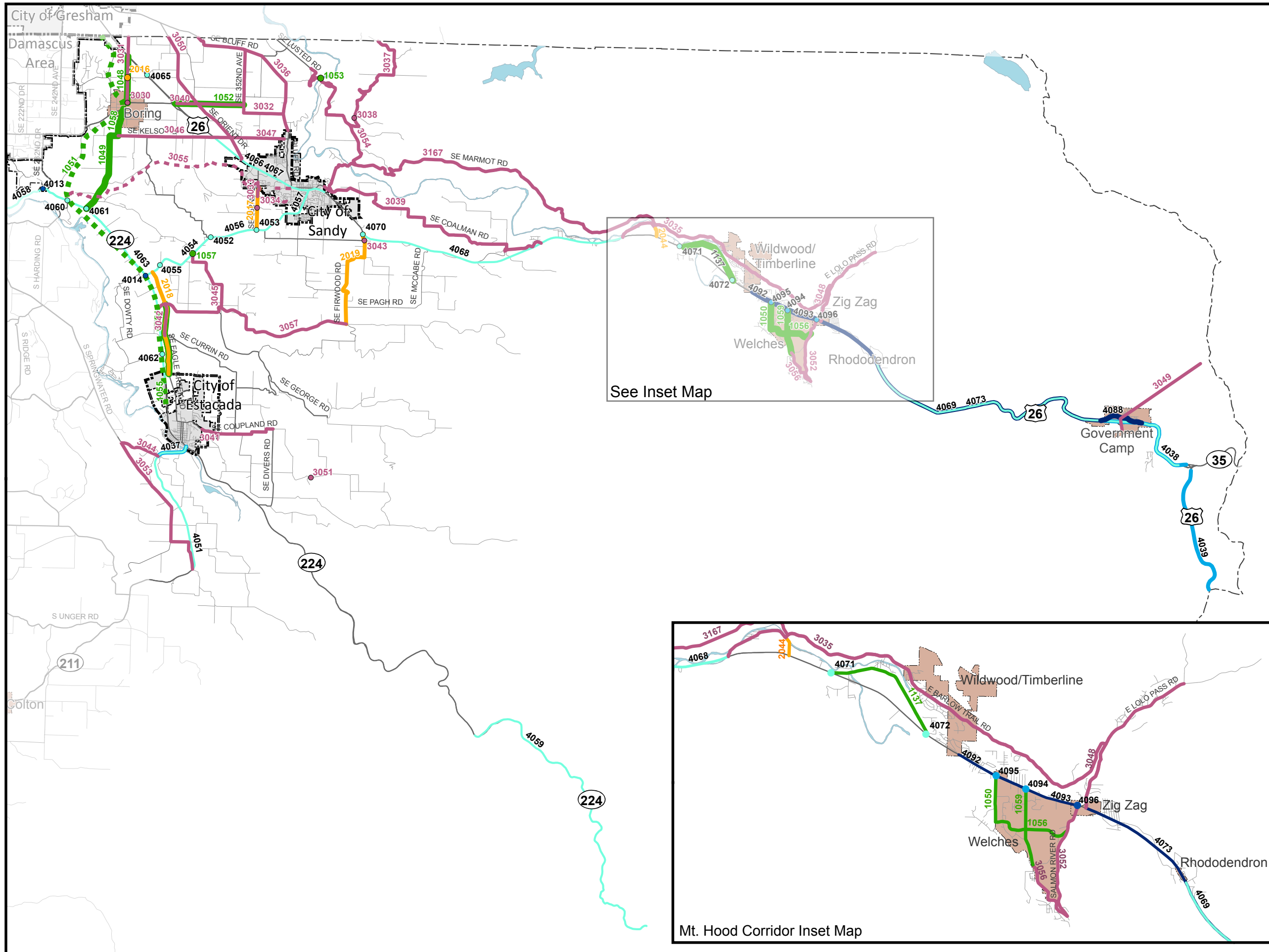
Last Amended January 18, 2017



CLACKAMAS COUNTY
Department of Transportation & Development
150 Beaver Creek Rd Oregon City, OR 97045

CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11a



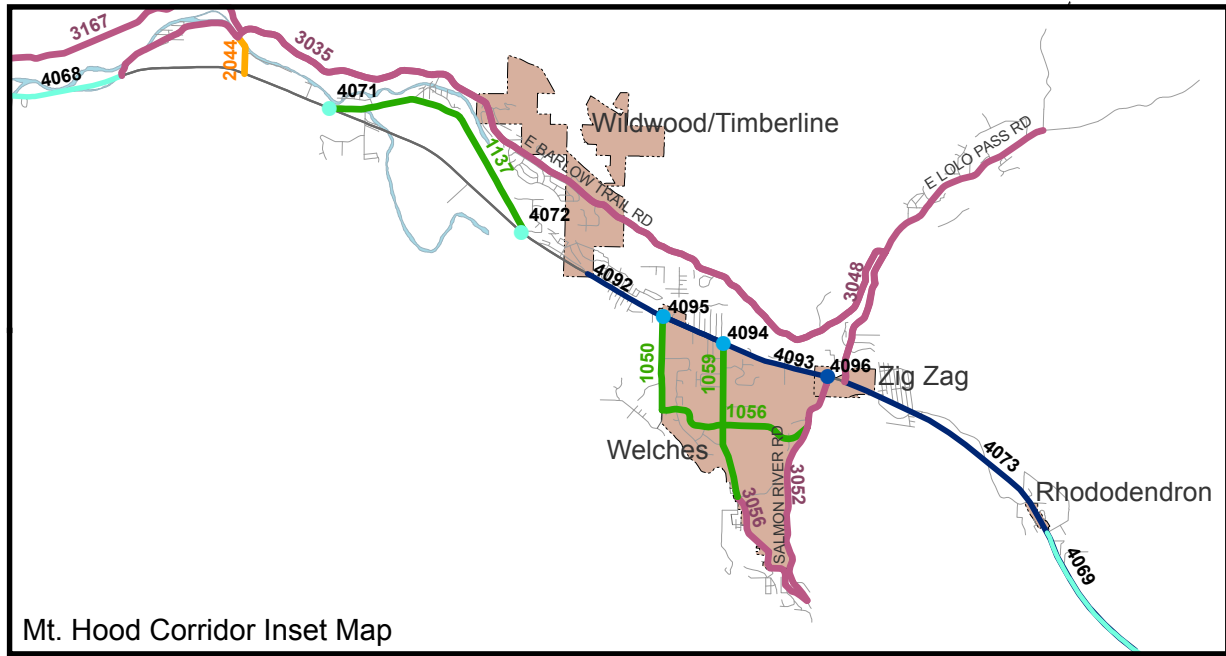
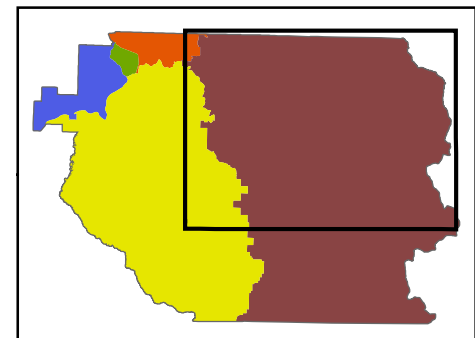
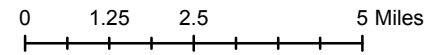
Capital Improvement Plan

East County

- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

- Projects on Non-County Facilities**
- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
 - Multi-Use Path*
 - Metro Urban Growth Boundary
 - Incorporated City
- *Symbol color consistent with Priority symbologies shown above

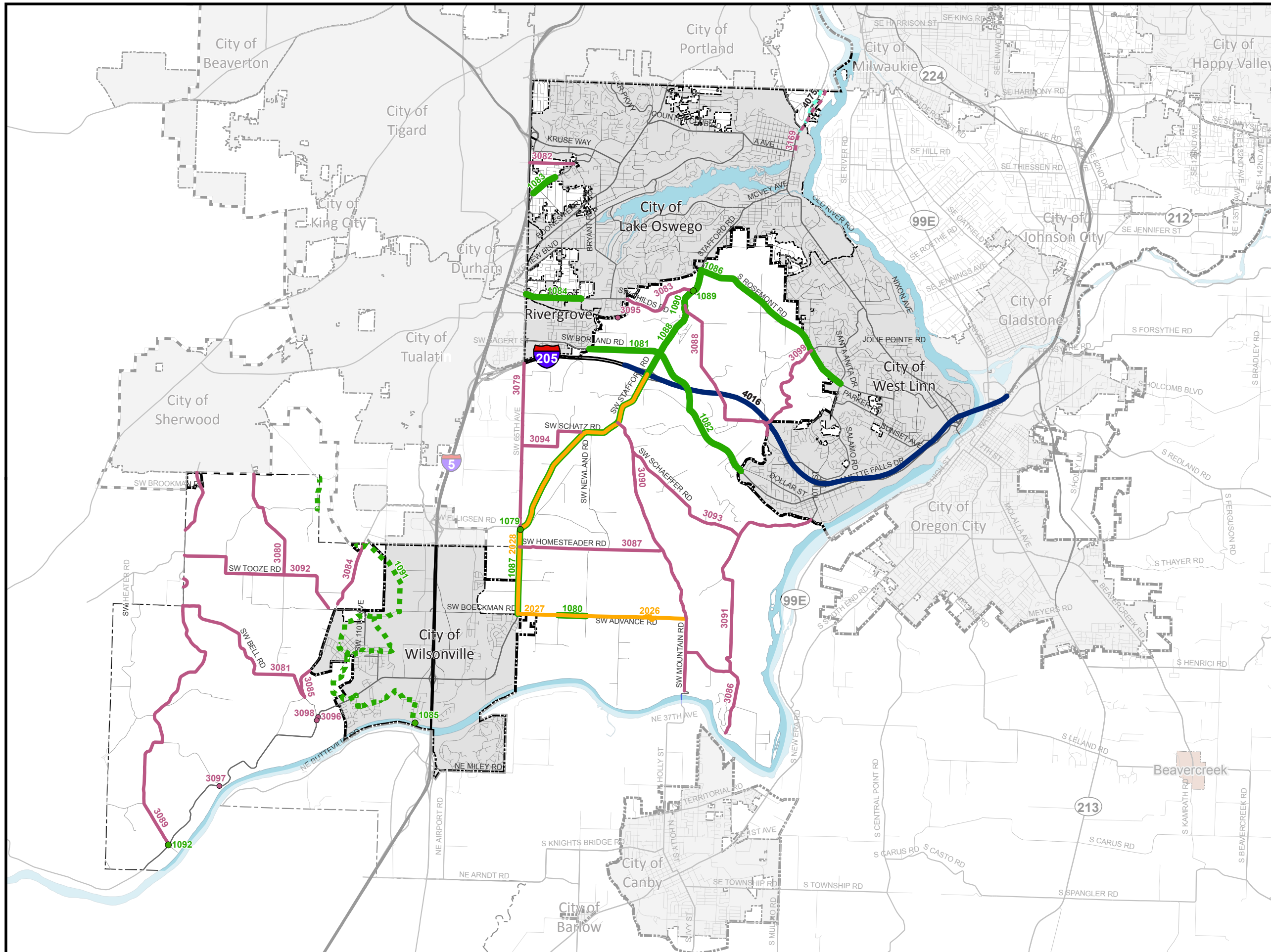


Last Amended January 18, 2017



CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11b



Capital Improvement Plan

Northwest County

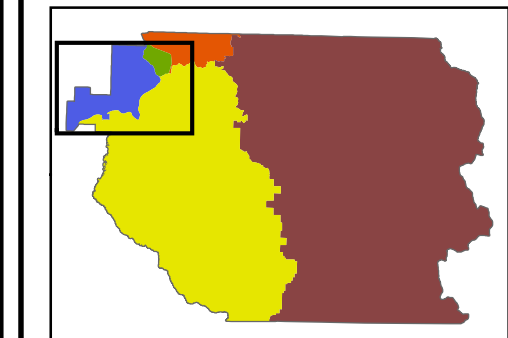
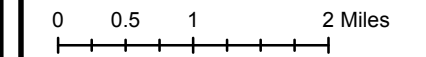
- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

Projects on Non-County Facilities

- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
- Multi-Use Path*
- Metro Urban Growth Boundary
- Incorporated City

*Symbol color consistent with Priority symbologies shown above

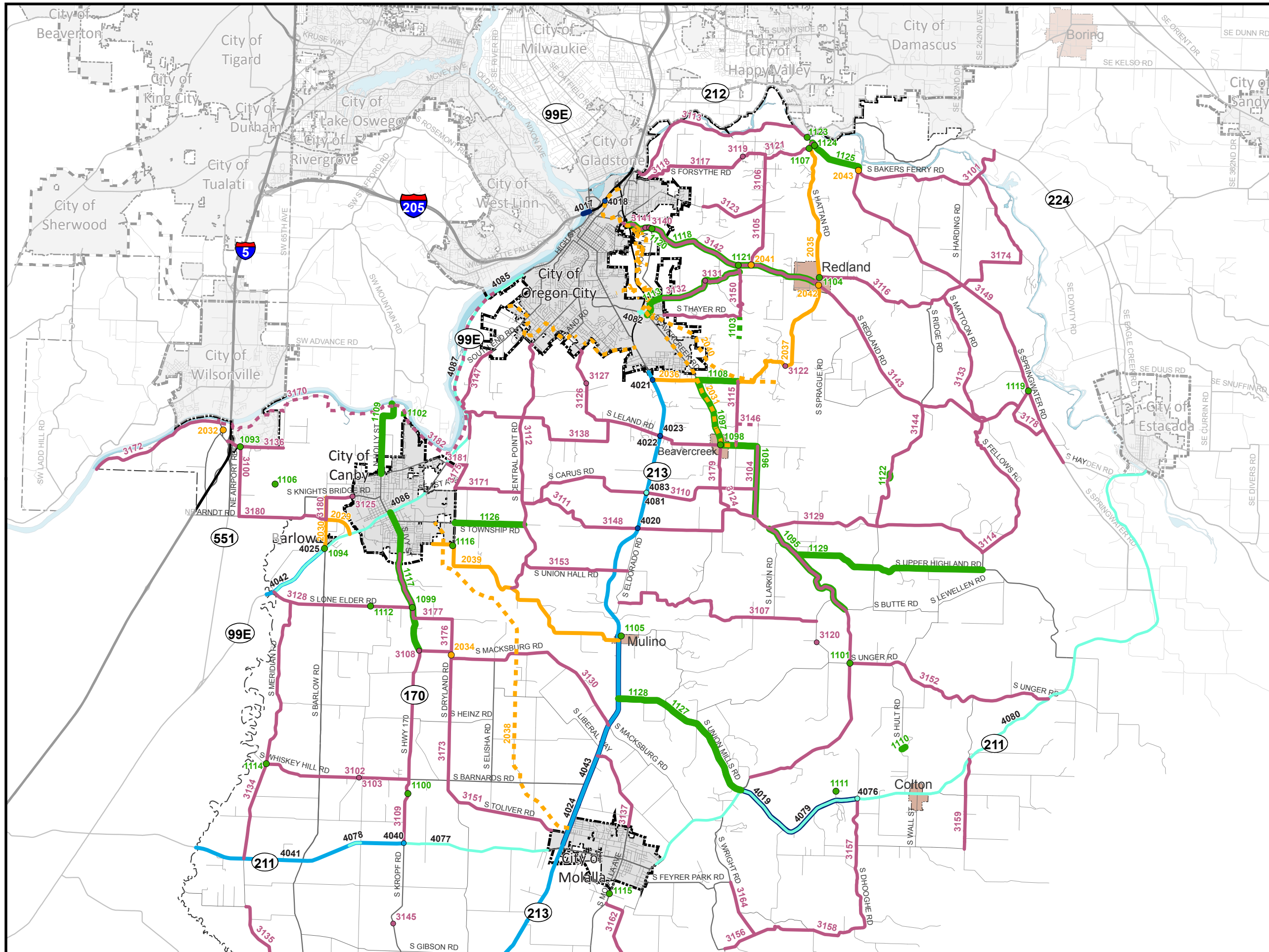


Last Amended June 1, 2015



CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11d



Capital Improvement Plan

Southwest County - Northern Portion

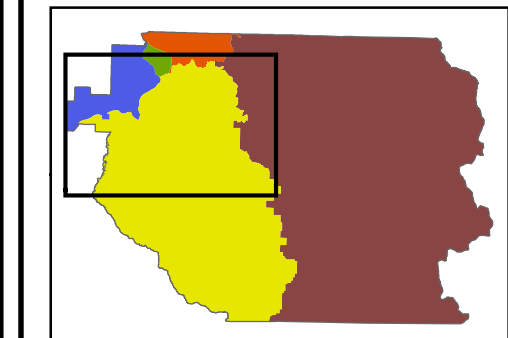
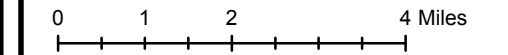
- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

Projects on Non-County Facilities

- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
- Multi-Use Path*
- Metro Urban Growth Boundary
- Incorporated City

*Symbol color consistent with Priority symbolologies shown above



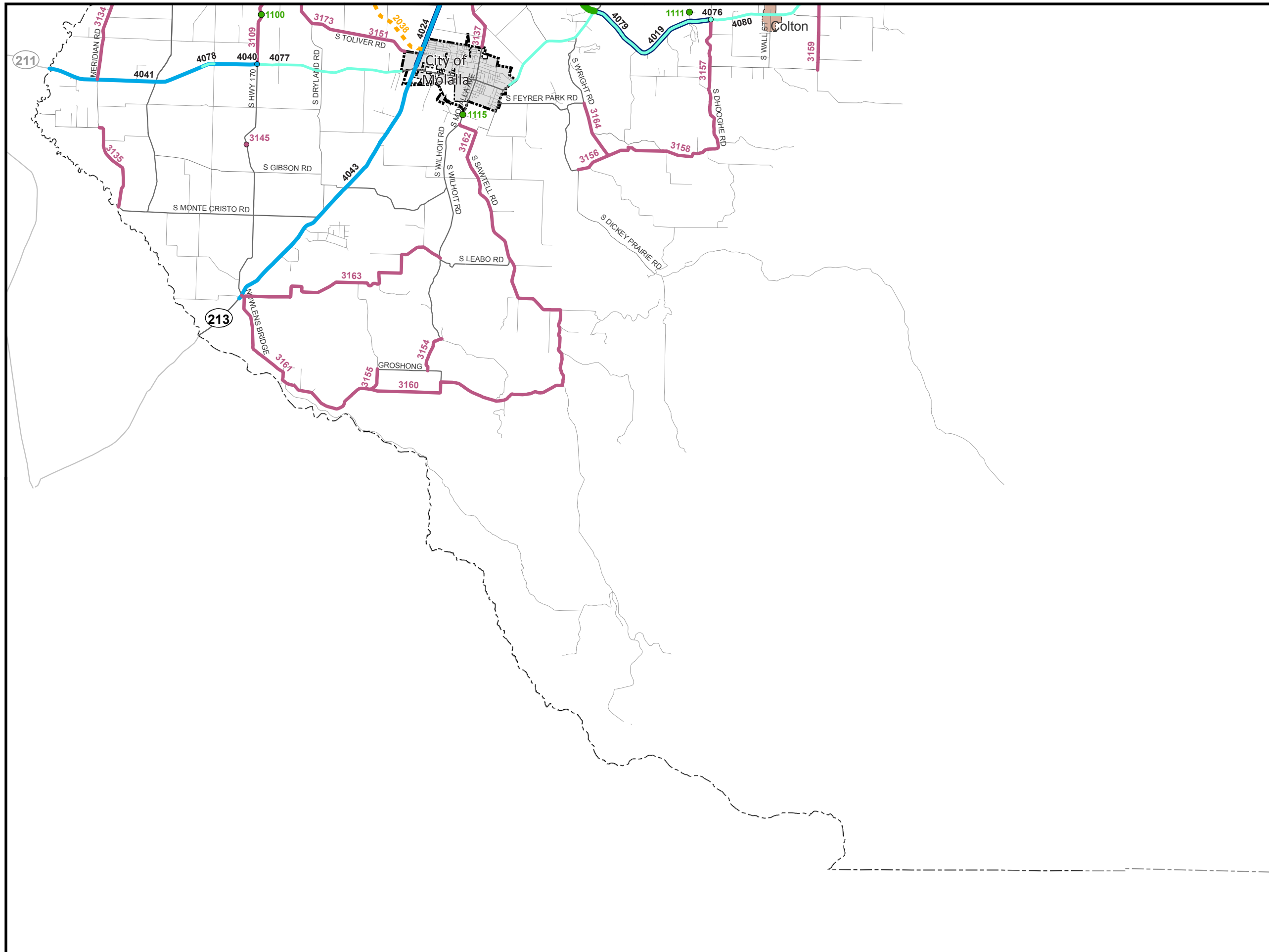
Last Amended June 1, 2015



CLACKAMAS COUNTY
Department of Transportation & Development
150 Beavercreek Rd Oregon City, OR 97045

CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11e



Capital Improvement Plan

Southwest County - Southern Portion

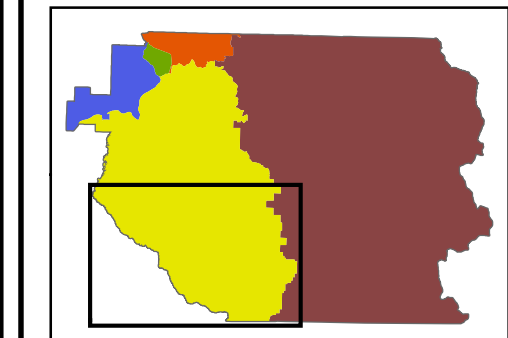
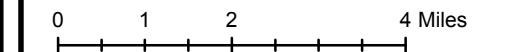
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- 20-Year Capital Projects (Table 5-3a)
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 - Long-Term Capital Project Needs (Table 5-3c)

Projects on Non-County Facilities

- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
- Multi-Use Path*
- Metro Urban Growth Boundary
- Incorporated City

*Symbol color consistent with Priority symbologies shown above



Last Amended June 1, 2015



Department of Transportation & Development
150 Beavercreek Rd Oregon City, OR 97045

CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11f

Prepared by:

Clackamas County

Department of Transportation & Development

150 Beavercreek Rd., Oregon City, OR 97045

www.Clackamas.us/transportation/

Project Team

Karen Buehrig, Transportation Planning
Supervisor

Abbot Flatt, Senior Transportation Planner

Mike Bezner, Manager
Transportation Engineering

Barbara Cartmill, Director
Department of Transportation &
Development

Board of Commissioners

Jim Bernard, Chair

Paul Savas

Martha Schrader

Ken Humberston

Sonya Fischer

Administrator: Don Krupp

June 8, 2017



Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Personal/Professional Services Contract with
Applied Pavement Technology, Inc. to Develop a
Comprehensive Transportation Asset Management Strategic Plan

Purpose/Outcome	To develop a comprehensive Transportation Asset Management Strategic Plan (TAMSP) for the Department of Transportation and Development
Dollar Amount and Fiscal Impact	The cost to develop the TAMSP is not to exceed \$199,289.00
Funding Source	DTD – Transportation Maintenance is responsible for funding the TAMSP and has funds available in budget years 2016/17 and 2017/18, under fund line 215-7433-00-431000
Duration	Effective upon signature of both parties and to expire on June 30, 2018
Previous Board Action/Review	None
Strategic Plan Alignment	County departments and customers increasingly expect to access tools, services and information easily and intuitively through various forms of technology. The TAMSP will focus on providing information for current assets, with a long term expectation that it will adopt the addition of future assets.
Contact Person	Warren Gadberry, 503-650-3988

BACKGROUND:

The Clackamas County Department of Transportation and Development (DTD) is responsible for managing a nearly 1,400 mile roadway network including nearly 2,400 intersections, 180 bridges, 100 traffic signals, over 100 miles of sidewalk and pedestrian facilities and approximately 4,700 curb ramps. Managing this complex network of assets in the most efficient and cost effective manner requires the development of a comprehensive Transportation Asset Management Strategic Plan (TAMSP). The TAMSP shall focus on asset management for all aspects of the roadway system including but not limited to roadway structural section, bridges, traffic signals, signs, pavement markings, culverts, ditches, vegetation, pedestrian facilities and curb ramps.

Currently asset information is stored in various databases and spreadsheets in use throughout DTD which are not all interoperable. A key objective of the development of the TAMSP is to assess current practices and policies in use throughout DTD to develop a comprehensive strategic plan for the management of our transportation infrastructure. From this a detailed information system needs assessment will be developed that will be used for the integration of all transportation data sets and tools to a consistent set of standards that enables interdisciplinary use of all data sets across all DTD divisions and supports fluid sharing of asset information with other county departments and external partners.

RECOMMENDATION:

Staff recommends the Board approve this personal/professional services contract.

Respectfully submitted,

Randall A. Harmon
Transportation Operations Manager
DTD Transportation Maintenance Division

Placed on the __**June 8, 2017**__ Agenda by the Procurement Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Applied Pavement Technology, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2018. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: Transportation Asset Management Strategic Plan ("Work"), further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$199,289.00, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [X] Yes [] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the net to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D, E, and F.

6. Contractor Data.

Applied Pavement Technology, Inc.

Address: 115 West Main Street, Suite 400
Urbana, Illinois 61801

Contractor Contract Administrator: Kathryn A. Zimmerman, P.E.

Phone No.: 217-398-3977

Email: kzimmerman@appliedpavement.com

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. 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.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor or at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.

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

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) 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; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) 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 notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous

amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** 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:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor 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 to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under

DRAFT

Approval of Previous Business Meeting Minutes:

April 13, 2017

April 20, 2017

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, April 13, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced that Public Hearing 2 has been removed from the agenda. It requires further staff review and will come back at a later date.

I. PRESENTATION

1. Proclaiming April as Distracted Driving Awareness Month
Barb Cartmill, Joe Marek, Dept. of Transportation & Development presented the staff report and the PowerPoint.

Chair Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we proclaim April 2017 as Distracted Driving Awareness Month in Clackamas County.

Commissioner Schrader: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

2. Transportation Maintenance Winter Weather Response Presentation
Barb Cartmill and Randy Harmon, Dept. of Transportation & Development presented the staff report.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Steven Graeper, Rhododendron – invited folks to the 8th Annual Bite of Mt. Hood at the Resort at the Mountain on April 29, 2017.
2. Les Poole, Gladstone – County budget for road funding – he shared an article from Oct. 1995 regarding a Clackamas County gas tax that failed.

~Board Discussion~

III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

1. Adoption of Previously Approved Comprehensive Plan Amendment ZD0-261 - City of Sandy UGB Amendment

Nate Boderman, County Counsel presented the staff report.

Chair Bernard asked for a motion to read ZDO-261 by title only.

MOTION:

Commissioner Savas: I move we read ZDO-261 by title only.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

Chair Bernard asked the Clerk to read ZDO-261 by title only, then asked for a motion to adopt.

MOTION:

Commissioner Humberston: I move we adopt Zoning & Development Ordinance 261, a Comprehensive Plan Amendment to amend the city of Sandy's UGB as previously approved at the March 15, 2017 land use hearing.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

IV. PUBLIC HEARINGS

1. First Reading of 3 Ordinances for Proposed Amendments to the Clackamas County Code
 - 1) **Ordinance No. 03-2017** Amendments to Title 3, Elections.
 - 2) **Ordinance No. 04-2017** Amendments to Chapter 6.06, Park Rules.
 - 3) **Ordinance No. 05-2017** Amendments to Chapter 8.02, Transient Room Tax.

Stephen Madkour, County Counsel presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion to read the Ordinances by title only.

MOTION:

Commissioner Humberston: I move we read each ordinance by title only.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

Chair Bernard asked the Clerk to assign numbers and read each ordinance by title only.

~Board Discussion~

Chair Bernard announced the second reading will be at the Thursday, May 4, 2017 regular scheduled Business meeting.

2. **REMOVED** - Reading and Adoption of ~~Board Order No. _____~~ Amending Local Contract Review Board Rules, County Code Appendix C (Stephen Madkour, County Counsel)

V. CONSENT AGENDA

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

MOTION:

- Commissioner Humberston: I move we approve the consent agenda.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of a Subrecipient Grant Agreement with Comprehensive Options for Drug Abusers, Inc. (“CODA”) to provide housing assistance and services for residents in alcohol and drug recovery – *Behavioral Health*
2. Approval of an Intergovernmental Agreement with Multnomah County for an Older Adult Behavioral Health Coordinator – *Behavioral Health*
3. Approval of Amendment #16 of the Intergovernmental Agreement #7170 with the Oregon Health Authority (“OHA”) to provide pass through funding to Children, Youth and Families’ for alcohol and drug prevention strategies with young adults – *Behavioral Health*
4. Approval of an Intergovernmental Agreement #44-0571, Amendment #4 with Multnomah County Dept. of County Human Services, Aging & Disability Services Division for care transition services – *Social Services*
5. Approval of an Intergovernmental Subrecipient Agreement, Amendment #1 with City of Sandy/Sandy Senior & Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
6. Approval of Amendment #1 to the Professional Services Agreement with Passport to Languages for interpretation services at the Clackamas County Health Centers – *Health Centers*

B. Department of Transportation & Development

1. **Board Order No. 2017-26** Approving the Vacation of a Portion of Schroeder Avenue in Oak Grove, County Road No. 2390
2. Approval of Contracts with Various Suppliers for Asphaltic Concrete Price Contracts for the Clackamas County Road Department - Procurement

C. Finance Department

1. Approval of Contract Amendment #5 with DePaul Industries Inc. for Security Screening Personnel for the Clackamas County Court System

D. Elected Officials

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

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

E. Public & Government Affairs

1. **Resolution No. 2017-27** Supporting a State Transportation Funding Package

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:05 AM

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

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, April 20, 2017 – 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Housing Authority Commissioner Paul Reynolds

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

The Board will recess as the Board of County Commissioners and convened as the Housing Authority of Clackamas County for the next item.

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the housing authority consent agenda by title, he then asked for a motion.

1. Approval of a Contract with Ballard Spahr, LLP for Bond Tax Counsel Services
2. Approval to Apply to the CareOregon Community Benefit Grant Program for Development Investments Related to the Housing Authority Redevelopment Plans

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority Consent Agenda.

Commissioner Humberston: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

The Board adjourned as the Housing Authority of Clackamas County and re-convene as the Board of County Commissioners for the remainder of the meeting.

II. PRESENTATION

1. Presentation of 2017 Point-in-Time Homeless Count and Recognition of Winter Warming Centers

Rich Swift, H3S, Brenda Durbin, Social Services presented the staff report. Brenda wanted to thank all the volunteers and organizations who assisted with the point in time homeless count and the organizations who helped with the warming centers during the winter cold weather. She introduced Nancy Ide, City of Oregon City one of the volunteers for the homeless count who shared her experience during the count. She also introduced Elaine, a 91 year old citizen who was homeless and wanted to thank the County for the resources that helped her find housing.

~Board Discussion~

III. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – importance of contacting your legislator regarding items happening in Salem, including SB 694 for the disabled Veterans tax exemption.
2. Gary McAdams, Gladstone - Military Veterans Outreach – appreciates the Board and Clackamas County for their support of Veterans in Clackamas County. He also mentioned that Mack Woods is very ill.
3. Eugene Zaharie, Milwaukie – spoke regarding the homelessness count and suggestions for the housing issue.

~Board Discussion~

IV. PUBLIC HEARING

1. **Board Order No. 2017-28** for Boundary Change Proposal CL 17-002, Final Approval of Annexation to Tri-City Service District

Chris Storey, Assistant County Counsel presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we approve the board order for boundary change proposal CL 17-002, final approval of annexation to Tri-City Service District.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

V. CONSENT AGENDA

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of a Sub-recipient Grant Agreement with the Mental Health Association of Oregon for Alcohol and Drug Peer Support – *Behavioral Health*
2. Approval of Amendment No. 16 to the 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*

B. Finance Department

1. **Resolution No. 2017-29** Approving the Submission of the Assessor's CAFFA Grant Application for Fiscal Year 2017-2018
2. Approval of a Revision to the Bylaws of the Clackamas County Audit Committee

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Community Corrections

1. Approval to Apply for a Grant with the US Department of Justice to Study Early Intervention for Opioid Users

VI. DEVELOPMENT AGENCY

1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. to Provide Design and Construction Engineering Services for the Boyer Drive Extension Project - *Procurement*

VII. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. **Resolution No. 2017-30** Approving the Purchase of Two Heavy Work Trucks for Clackamas County Service District No. 1 - *Procurement*

VIII. COUNTY ADMINISTRATOR UPDATE

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

IX. COMMISSIONERS COMMUNICATION

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

Chair Bernard wanted to send our thoughts and prayers to Mack Woods.

MEETING ADJOURNED – 7:23 PM

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June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Clackamas County Resolution Services as the Eligible Grantee for
Community Dispute Resolution Funding as Determined by the
Oregon Office for Community Dispute Resolution

Purpose/Outcome	The purpose of this item is to formally approve grant funding for Clackamas County Resolution Services; the eligible program as selected by the Oregon Office for Community Dispute Resolution (OOCDR) competitive grant award process.
Dollar Amount and Fiscal Impact	Clackamas County Resolution Services is projected to receive approximately \$98,389 in grant funding.
Funding Source	The State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon for the University of Oregon School of Law. No County General fund is required.
Duration	July 1, 2017 to June 30, 2019
Previous Board Action/Review	On March 23, 2017 the Clackamas County Board of Commissioners approved Board Order 2017-17 confirming the County's intent to participate in the OOCDR grant program. Clackamas County has opted to participate in this program since its inception. The Community Dispute Resolution program has received funding since 1992.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Grow a vibrant economy • Ensure safe, healthy and secure communities
Contact Person	Laurel Butman, Deputy County Administrator – (503) 655-8893

BACKGROUND:

The Oregon Legislature created the Oregon Dispute Resolution Commission in the early 1990s with the intent to promote alternative dispute resolution through the Community Dispute Resolution Program (CDRP) rather than the use of litigation to resolve conflicts. A role was created for County Commissioners, if they chose to participate, in the selection of service providers to receive grant funds. The Clackamas County Board of Commissioners has opted to participate in this program since its inception.

The Oregon Legislature has charged the State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon for the University of Oregon School of Law, to act as Grantor for the CDRP with the responsibility to foster the development of community mediation programs by making grant monies available to participating counties. The funding for these grants will be allocated as provided for in OAR 571-100. Contracts for the provision of services are made directly between the selected service providers and the OOCDR.

On March 23, 2017 Clackamas County approved Board Order 2017-17, authorizing participation in the OOCDR Community Dispute Resolution program. The County published legal notice in the March 31, 2017 Daily Journal of Commerce and on the County web page on March 11, 2017 calling for Requests for Proposal to be submitted to the OOCDR by April 28, 2017. The OOCDR selected Clackamas County Resolution Services as the eligible program in Clackamas County to receive funding. In compliance with OOCDR rules, the Board of County Commissioners is required to officially select the eligible grantee.

Assuming that funding for 2017– 2019 is reauthorized by the 2017 Legislature at the same level as the prior biennium, Clackamas County Resolution Services is projected to receive approximately \$98,389 in grant funding for the period July 1, 2017 to June 30, 2018.

RECOMMENDATION:

Staff respectfully recommends Board's adoption of a board order approving Clackamas County Resolution Services as the eligible grantee for Community Dispute Resolution funding as determined by the Oregon Office for Community Dispute Resolution.

Respectfully submitted,

Laurel Butman
Deputy County Administrator

In the Matter of Participation
In Funding Activities of the
Oregon Office for Community
Dispute Resolution

Order No.

This matter coming regularly before the Board of County Commissioners, and it appearing that the settlement of disputes by mediation is supported by this Board; and

It further appearing that the Oregon Legislature has charged the State of Oregon acting by and through the State Board of Higher Education on behalf of the University of Oregon for the University of Oregon School of Law (Grantor) with the responsibility to foster the development of community mediation programs by making grant monies available to participating Counties; and

It further appearing that any County wishing to participate in the selection and allocation process must formally notify the Grantor of its intent to participate as an entity capable of and willing to provide dispute resolution services in accordance with Oregon Administrative Rule Chapter 571, Division 100.

NOW, THEREFORE IT IS HEREBY ORDERED that this resolution serve as notification to the Grantor of Clackamas County's desire to be a participant in the selection and expenditure of funds for community dispute resolution funds within the County and that Clackamas County agrees to engage in a selection process and to select as funding recipients those entities both qualified by the standards and guidelines adopted by the Grantor and capable and willing to provide community dispute resolution services according to the rules adopted by the Grantor.

DATED this 8th day of February, 2017.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Board Authorization to Sell Real Property Received
Via the City of Damascus Disincorporation

Purpose/Outcomes	To sell real property located on Damascus Lane to CCFD#1 for a new fire station
Dollar Amount and Fiscal Impact	Revenue to County of \$235,000
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	Discussion in multiple Board executive sessions
Strategic Plan Alignment	Build Public Trust Through Good Government – improving public services in an unincorporated area and receiving funding to meet other public service priorities
Contact Person	Laurel Butman, Deputy County Administrator Chris Storey, Assistant County Counsel

BACKGROUND

When the City of Damascus disincorporated, several parcels of real property were conveyed automatically to County ownership. One such property is the former City of Damascus annex property located on Damascus Lane (“Damascus Lane”). The Damascus Lane property has been appraised to have a market value of \$235,000 pursuant to a mutually-agreed appraisal paid for by Clackamas County Fire District #1 (“CCFD#1”).

The County was approached by CCFD#1 about obtaining the Damascus Lane property for use as a new fire station, a need previously identified and discussed with the City of Damascus prior to disincorporation. Staff has had conversations with CCFD#1 about potential joint uses or swapped uses of that property and others held by CCFD#1. Ultimately the cleanest and most efficient approach was to have CCFD#1 purchase the Damascus Lane site for fair market value, and use the proceeds to address any loss of functionality from removing the site from County possession. A discussion regarding the use of proceeds from the sale, if approved, would be subsequent to closing.

CCFD#1 desires to close quickly on the purchase of the Damascus Lane property to assist in utilizing this summer construction season in bringing online a new fire station in the Damascus community to better serve the area. The fire district has indicated a strong willingness to work with affected county departments, such as the Sheriff, in ensuring a smooth transition in work sites.

A proposed purchase and sale agreement has been drafted by county staff, and is attached. It provides for a purchase price of Two Hundred Thirty-Five Thousand and no/100 Dollars (\$235,000.00) to be paid to the County for the Damascus Lane property. This agreement is being reviewed by CCFD#1 staff currently. Due to the timing of public meetings, CCFD#1's board and the Board of County Commissioners are meeting at the same time to consider the same document. Since it is possible that one or both elected bodies may request changes in the document, staff is recommending that the BCC authorize the County Administrator or Deputy County Administrator to negotiate and finalize the purchase and sale agreement in conjunction with County Counsel and said persons be authorized to sign on behalf of the County with respect to this transaction in lieu of adoption of the specific draft agreement.

RECOMMENDATION

Staff respectfully recommends that the Board of County Commissioners authorize the County Administrator or Deputy County Administrator to, in conjunction with County Counsel, negotiate and finalize the purchase and sale agreement substantially in the form attached hereto, and further to execute any and all documents necessary to effectuate the sale of the Damascus Lane property to CCFD#1.

Respectfully Submitted,

Laurel Butman
Deputy County Administrator

INTERGOVERNMENTAL AGREEMENT
REGARDING REAL PROPERTY
BETWEEN
CLACKAMAS COUNTY
AND
CLACKAMAS COUNTY FIRE DISTRICT #1

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”), is entered into this 8th day of June, 2017, by and between Clackamas County Fire District #1 (the “District”), and Clackamas County (the “County”).

WHEREAS, the District provided fire protection services in the area covered by the former city of Damascus (“City”); and

WHEREAS, the County assumed ownership of the City’s assets upon its dissolution in July 2016; and

WHEREAS, the District desires to own certain real property located at 19750 SE Damascus Lane, as more specifically described on Exhibit A attached hereto (the “Damascus Lane Property”) and is willing to purchase it; and

WHEREAS, the County is willing to sell the Damascus Lane Property and desires to work with the District in a cooperative manner to support and provide services to the former City area;

NOW, THEREFORE, the District and County each covenant and agree to the following:

Section 1 Obligations of the District

- 1.1 Property Payment. District shall pay a purchase price of Two Hundred Thirty-Five Thousand and no/100 Dollars (\$235,000.00) in cash (the “Consideration”) in return for fee simple ownership of the Damascus Lane Property. The earnest money deposit shall be Ten Thousand and no/100 Dollars (\$10,000.00) (the “Earnest Money”). The parties agree that the Consideration is good and fair value for said property.
- 1.2 Survey. The parties acknowledge that the District is having a survey done on the Damascus Lane Property. The District shall provide the results of such survey to the County, which shall have fifteen (15) days to review the same. If there is no objection from the County to the survey, then said survey shall serve as an approved amended Exhibit A to this Agreement without further action or approval necessary from the parties. If not approved by the County, the parties shall work in good faith to reach agreement on the appropriate description and boundaries of the Damascus Lane Property.

Section 2 Obligations of the County

- 2.1 Conveyance of Property. The County shall convey to the District via bargain and sale deed ownership of the Damascus Lane Property, subject only to those title exceptions existing as of the beginning of the County's ownership thereof.
- 2.2 Development Support. The County acknowledges that the Damascus Lane Property contains road right of way, and that the District may seek to vacate such right of way. The County agrees conceptually with the appropriateness of such an action and will support such a vacation through the normal process if pursued by the District. Further, the County agrees that it will, to the extent feasible, support fast tracking reviews and permits in support of redevelopment of the Damascus Lane Property in order to help the District realize efficiencies.

Section 3 Closing

- 3.1 Closing Documents. The County shall deposit into a mutually-agreed escrow company a fully executed bargain and sale deed required under Section 2.1. The District shall deposit the Consideration into escrow at the same time. The cost of escrow shall be split equally between the parties. The cost of any title insurance and recordation of the deed shall be paid by the District.
- 3.2 Closing Timing. As soon as reasonably possible after all closing documents have been deposited into escrow pursuant to Section 3.1 above, authorized representatives of the parties shall execute all necessary documents relating to the closing. In no event shall the closing take place later than July 20th, 2017 unless the survey has not been agreed to pursuant to Section 1.2.
- 3.3 Diligence Opt Out. The District is conducting certain due diligence activities with respect to the Damascus Lane Property. The District may choose not to proceed with the purchase of the property without penalty by giving notice of the same to the County prior to the July 11th, 2017, at which point the escrow will close and the Earnest Money shall be conveyed to the District less the cost of the escrow. If the District chooses to not purchase the Damascus Lane Property and does not give timely notice of same, then the escrow shall close and the Earnest Money shall be conveyed to the County less the cost of the escrow.

Section 4 General Provisions

- 4.1 Term & Termination. This Agreement shall commence upon execution and shall not be terminated unless there is a breach of a material term or a party fails to perform as agreed.
- 4.2 Amendment. This Agreement may only be amended in writing by both parties.

- 4.3 Indemnification. Each party shall release, defend, indemnify and/or hold harmless the other, its officers, elected officials, employees, and agents, from and against all damages, claims, injuries, costs, or judgments that may in any manner arise as a result of the party's performance under this Agreement, subject to Oregon Tort claims limitations.
- 4.4 Governing Law. This Agreement shall be construed and governed in all respects in accordance with laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 4.5 Savings. Should any portion of this Agreement or amendment there to be adjudged by a Court of appropriate final jurisdiction to be in violation of any local, state or federal law, then such portion or portions shall become null and void, and the balance of the Agreement shall remain in effect. All Parties shall immediately renegotiate any part of this Agreement found to be in such violation by the Court and to bring it into compliance with said laws.
- 4.6 Notices. Formal notices, demands and communications between the Parties shall be deemed given three (3) business days after being sent by registered or certified mail, postage prepaid, return receipt requested to the principal offices of the party hereto, or upon confirmation of receipt via facsimile, electronic transmission, or hand delivery. Such written notices, demands and communication may be sent in the same manner to such other addresses and to such other persons and entities as either party may from time to time designate by mail as provided in this section.
- 4.7 No Personal Liability. No member, official, agent, or employee of the County or the District shall be personally liable to the other or any successor-in-interest thereto in the event of any default or breach by such entity.
- 4.8 No Agency. Neither anything in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 4.9 Further Action. The parties hereto shall, without additional consideration, acknowledge, execute, and deliver from time to time such further instruments as a requesting party may reasonably require to accomplish the purposes of this Agreement.
- 4.10 Non-Waiver of Rights. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach of any provision of this Agreement shall not constitute a waiver of any provision of this Agreement or limit the party's right thereafter to enforce any provision or exercise any right.

- 4.11 Time is of the Essence. A material consideration of the parties entering into this Agreement is that the parties will perform all obligations under this Agreement in a timely manner. Time is of the essence as to each and every provision of this Agreement.
- 4.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 4.13 Enforcement of Terms. The Parties acknowledge that monetary damages may not be sufficient or readily calculable, and agree that for both parties that specific performance, including with respect to the Easement, is an appropriate remedy for any breach.

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

CLACKAMAS COUNTY
By: _____
Title:
ATTEST:

CLACKAMAS COUNTY FIRE DISTRICT #1
By: _____
Title:
ATTEST:

Exhibit A

LEGAL DESCRIPTION of Damascus Lane Property:

Real property in the County of Clackamas, State of Oregon, described as follows:

PARCEL I:

Part of Section 5, Township 2 South, Range 3 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the intersection of the center line of the Sunnyside Road with the Westerly line of the Foster Road at a point which is North 89°47' West 515.24 feet distant from the Southeast corner of Section 5, Township 2 South, Range 3 East of the Willamette Meridian; running thence North 150°19' West 653.17 feet tracing the Westerly line of the Foster Road to an iron pipe marking the Northeast corner of that certain tract of land conveyed to Elwood and Lois Ashmore as recorded in Volume 294, page 454, Clackamas County Deed Records; running thence West 424.2 feet to the true point of beginning of the tract hereinafter described; running thence North 208 feet to a point; thence West 209.4 feet, more or less, to a point on the West line of that certain tract of land conveyed to J.A. Wescott and Mabel I. Wescott, husband and wife, as recorded in Book 381, Page 159; thence South tracing the Westerly line of said Wescott property, a distance of 208.0 feet to a point; thence East 209.4 feet, more or less, to the true point of beginning.

PARCEL II:

A tract of land in Section 5, Township 2 South, Range 3 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

A tract of land 50 feet in width from North to South and 209.4 feet long from East to West, having as its West boundary the West boundary of the Wescott property described in Book 381, Page 159 and line adjacent to the North boundary of that tract of land conveyed by Mabel I. Wescott to Damascus Water District by Deed recorded on June 1, 1962 in Deed Book 604, Page 461, Deed Records.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

Transfer of a Remnant Parcel of Land Located in the Vicinity of Sunnyside and
162nd Avenue to Suntime Inc.

Purpose/Outcome	Transfer of a parcel of land to Suntime Inc.
Dollar Amount and Fiscal Impact	\$10,000 purchase price to be applied to the County Road Fund.
Funding Source	Not applicable
Duration	Indefinitely
Previous Board Action/Review	None
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Nate Boderman, 503-655-8364
Contract No.	None

BACKGROUND:

In 2008, Clackamas County, through the Department of Transportation and Development, acquired a parcel of land from Foxwood Village, LLC to facilitate the Sunnyside Road Phase 3B project. After construction of this project, a remnant piece, approximately 6,700 square feet remained under the ownership of Clackamas County.

The remnant serves no public purpose, is currently landlocked and has an assessed value of \$0. Therefore, staff has proposed a sale of the property. ORS 275.225 permits a private sale of property where the parcel has an assessed value of less than \$15,000, and is unsuitable for the placement of a dwelling under applicable zoning and building codes. This remnant parcel meets the criteria set forth in ORS 275.225.

Notice of the availability of the parcel was published in the Clackamas Review and Oregon City News on April 26, 2017 pursuant to ORS 275.225(2). Staff evaluated the responses to the advertisement and determined that the offer submitted by Suntime Inc. to purchase the property for \$10,000 was the best offer and is a reasonable price for the remnant parcel.

RECOMMENDATION:

Staff recommends the Board authorize the Chair to execute the attached Bargain and Sale deed and direct staff to close the transaction.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nate Boderman". The signature is stylized and cursive.

Nate Boderman
Assistant County Counsel

Attachment: Bargain and Sale Deed

MAIL TAX STATEMENTS TO:

Suntree Inc.
12778 SE Geneva Way
Happy Valley, OR 97086

AFTER RECORDING RETURN TO:

Suntree Inc.
12778 SE Geneva Way
Happy Valley, OR 97086

GRANTOR'S ADDRESS:

2051 Kaen Road
Oregon City, OR 97045

GRANTEE'S ADDRESS:

12778 SE Geneva Way
Happy Valley, OR 97086

STATUTORY BARGAIN AND SALE DEED

Clackamas County, an Oregon political subdivision, acting by and through its Department of Transportation and Development "**Grantor**," conveys to Suntree Inc., a corporation duly organized and existing under the laws of the state of Oregon, "**Grantee**," the real property described in **Exhibit "A"**, which is attached hereto and incorporated herein.

The true and actual consideration paid for this conveyance is Ten Thousand Dollars (\$10,000).

The following is the notice as required by Oregon law: "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 _____, 2017.

Clackamas County

By _____
Chair

STATE OF OREGON)
County of Clackamas) ss.

This instrument was acknowledged before me on _____, 2017, by
_____ as Chair of the Clackamas County Board of County Commissioners.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT "A"

Sunnyside Road Property
Owner: Clackamas County

Map No. 23E06B00602
April 19, 2017
Page 1 of 1

DESCRIPTION

A parcel of land lying in the Northwest One-Quarter of Section 6 in Township 2 South, Range 3 East of the Willamette Meridian, Clackamas County, Oregon described in Warranty Deed 2008-051815 to Clackamas County, recorded July 21, 2008 Clackamas County Deed Records, More particularly described as follows:

All of Parcel 1 (Remainder Parcel) as described in said Warranty Deed 2008-051815, Clackamas County Deed Records.

Containing 6,743 sq.ft, more or less.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

Board Resolution Allowing Ministerial Signatures by Authorized Signors

Purpose/Outcomes	Improve efficiency in contract execution
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Continual unless revoked by BCC via further resolution
Previous Board Action	Adoption of LCRB delegations
Strategic Plan Alignment	Build Public Trust Through Good Government – improving efficiency in contract processing
Contact Person	Chris Storey, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

The Board of County Commissioners (“Board”) has delegated to certain job titles in Local Contract Review Board (“LCRB”) Rules Section C-050-0100(2), as codified in Exhibit C of the County Code, the authority to sign contracts with a value that does not exceed \$150,000 in the aggregate for any one project or for any one contractor in a single fiscal year (the “Authorized Signors”). Contracts in excess of that delegated authority are brought before the Board in a public meeting for approval. If approved, such contracts are typically presented to the Board Chair for personal signature as required to enter into a valid contract. Several departments would like to handle the execution of the document themselves to increase turnaround time and to reduce the administrative burden on the Board. The Board Chair has indicated a willingness for this to take place.

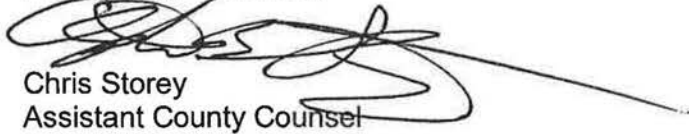
Attached is a draft resolution that would authorize those job titles who currently have delegated authority to sign contracts up to a certain amount (the “Authorized Signors”) to, as a purely ministerial act, sign contracts that have been reviewed and approved by the Board in a public meeting or otherwise consistent with applicable law. This would give the Board and/or the Departments the choice of which approach would be most efficient or appropriate in a given situation. The resolution does not increase or change the scope of delegation of authority, but merely clarifies that such persons can sign on behalf of the County or its component districts or areas if the contract has been approved by the Board. This resolution as drafted does not cover

the Housing Authority of Clackamas County as the governing body of that entity is larger than just the Board, and a separate resolution adopted by that body would be required.

RECOMMENDATION:

Consistent with the request of several departments and a reported willingness from the Board Chair, staff respectfully requests the attached resolution be approved.

Respectfully submitted,



Chris Storey
Assistant County Counsel

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

In the Matter of Approving Certain
Job Titles to Sign on Behalf of the
Board of County Commissioners
For Matters that Have Been Approved
At a Business Meeting by a Vote of
The Board of County Commissioners



RESOLUTION NO. _____
Page 1 of 2

WHEREAS, it appearing before the Board of County Commissioners of Clackamas County, Oregon (the "Board") that it has delegated to certain job titles in Local Contract Review Board ("LCRB") Rules Section C-050-0100(2), as codified in Exhibit C of the County Code, the authority to sign contracts with a value that does not exceed \$150,000 in the aggregate for any one project or for any one contractor in a single fiscal year (the "Authorized Signors"); and

WHEREAS, contracts in excess of such delegated authority are reviewed and approved by the Board of County Commissioners, acting in one of its several governing capacities over the County or its districts, authorities or entities, including any future entities that would be considered within the consolidated entity of the County, and at this point specifically including Clackamas County Extension and 4-H District, Clackamas County Service District No. 1, Clackamas County Service District No. 5, Development Agency of Clackamas County (including all plan areas), Enhanced Law Enforcement District, Library District of Clackamas County, North Clackamas Parks and Recreation District, Surface Water Management Agency of Clackamas County, Tri-City Service District, and Water Environment Services as a municipal partnership; and

WHEREAS, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

WHEREAS, typical practice is to have the Board Chair personally execute such contracts, whether approved by hearing or consent agenda, after approved by the full Board consistent with the requirements of applicable law; and

WHEREAS, in the interests of efficiency the Board desires to specifically authorize the Authorized Signors to sign, as a purely ministerial act, contracts on its behalf that have been approved by the full Board at a public meeting or otherwise pursuant to applicable law;

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve:

1. Authorized Signors may sign contracts that have been approved by the Board at a public meeting or otherwise pursuant to applicable law as a ministerial act for the Board's convenience and to improve administrative efficiency. The Board

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

In the Matter of Approving Certain
Job Titles to Sign on Behalf of the
Board of County Commissioners
For Matters that Have Been Approved
At a Business Meeting by a Vote of
The Board of County Commissioners



RESOLUTION NO. _____
Page 2 of 2

Chair may choose to sign any documents he/she wishes. Authorized Signors must coordinate to ensure that all such fully executed contracts are properly recorded and archived in the records of the Board. The Board in making this authorization is maintaining and reserving for itself all authority to review and approve all contracts in excess of the delegated authority in the LCRB Rules and nothing herein shall be construed in any way to change the scope or limits of such delegation.

2. This Resolution is effective immediately upon passage.

DATED this 8th day of June, 2017.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
 2121 KAEN ROAD | OREGON CITY, OR 97045

June 8, 2017

Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of Amendment No. 5 Intergovernmental Agreement
 With Multnomah County for Assessment and Evaluation Beds**

Purpose/ Outcomes	This Amendment continues the purchase of assessment and evaluation beds Clackamas County purchases from Multnomah County.
Dollar Amount and Fiscal Impact	This contract is funded by general fund (\$43,785), an allocation received from the 2015-16 Budget Committee as a Policy Level Funding; and revenue received from Title IVE funds (\$73,971).
Funding Source	General Fund and Title IVE Funds
Duration	Effective from July 1, 2017 through June 30, 2018.
Previous Board Action	September 11, 2014 Agenda E.1.; October 1, 2015 Agenda D.2.; January 28, 2016 Agenda B.1.; and June 29, 2016 Agenda G.1.
Strategic Plan Alignment	Ensure safe, healthy, and secure communities. These beds provide stabilization for youth that have failed previous placements or are exhibiting at risk behaviors in the community. This resource increases community safety by removing the youth from the community and providing assessment and evaluation that will aid in seeking more appropriate resources and services for the youth.
Contact Person	Christina L. McMahan, Director – Juvenile Department – 503-655-8342 ext. 3171
Contract No.	N/A

BACKGROUND:

Attached is Amendment No. 5 to the Intergovernmental Agreement between Clackamas and Multnomah County to provide assessment and evaluation (A&E) beds for youth at the Multnomah County A&E Program. This IGA was originally approved in September 2014, increased in 2015, renewed in 2016, and is currently being requested to be increased and renewed.

County Counsel has reviewed and approved this Amendment on May 17, 2017.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Amendment No. 5 Intergovernmental Agreement.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 5
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 5

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2017 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with strikethrough is being deleted; wording in ***bold italics*** is being added.)

A. ARTICLE II – AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is ~~June 30, 2017~~ ***June 30, 2018.***

C. Article III – CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of \$152.94 per bed day, up to a maximum of ~~\$248,925~~ ***\$336,681***. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

The maximum amount of ~~\$248,925~~ ***\$336,681*** shall be divided as follows:

September 15, 2014 – June 30, 2015 Amount to be paid: \$43,785

July 1, 2015 – June 30, 2016 Amount to be paid: \$87,570

July 1, 2016 – June 30, 2017 Amount to be paid: \$87,570

July 1, 2017 – June 30, 2018 Amount to be paid: \$117,756

MULTNOMAH shall be paid the current BRS rate. If the BRS rate changes during the term of the Contract, County shall be notified of the rate change via letter. The contents of the letter(s) shall become a part of this Contract as if fully set forth herein.

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

**CONTRACTOR: BOARD OF COMMISSIONERS
CLACKAMAS COUNTY**

County Chair or Designee: *Jay Munns* *cc - Scott Taylor*
Date: *5/24/17*

Dept Director or Designee: _____
Date: _____

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney */s/Jacque Weber*
Date: *May 18, 2017*

Signature: _____
Print Name: Jim Bernard
Title: Chair
Date: _____

Recording Secretary _____ Date _____

Approved as to form by: */s/ Jeffrey Munns*
Date: *May 17, 2017*

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 4
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 4

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2016 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with strikethrough is being deleted; wording in **bold italics** is being added.)

A. ARTICLE II – AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is ~~June 30, 2016~~ **June 30, 2017**.

C. Article III – CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of ~~\$145.58~~ **\$152.94** per bed day, up to a maximum of ~~\$434,355~~ **\$218,925**. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

The maximum amount of ~~\$434,355~~ **\$218,925** shall be divided as follows:
September 15, 2014 – June 30, 2015 Amount to be paid: \$43,785
July 1, 2015 – June 30, 2016 Amount to be paid: \$87,570
July 1, 2016 – June 30, 2017 Amount to be paid: \$87,570

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee: Reginald S. S. Taylor
Date: 6/14/16

Dept Director or Designee: _____
Date: _____

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney n/a
Date: _____

CONTRACTOR: BOARD OF COUNTY COMMISSIONERS

Signature: [Signature]
Print Name: John Ludlow, Chair
Title: Chair
Date: 6-29-16 G-1.

Approved as to form
by: /s/ Jeffrey Munns
Date: County Counsel
6/15/2016

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 3
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 3

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with strikethrough is being deleted; wording in ***bold italics*** is being added.)

C. Article III – CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of \$145.58 per bed day, up to a maximum of ~~\$87,570~~ ***\$131,355***. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

The maximum amount of \$131,355 shall be divided as follows:
September 15, 2014 – June 30, 2015 Amount to be paid: \$43,785
July 1, 2015 – June 30, 2016 Amount to be paid: \$87,570

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee:

Jay M. Pisan for Scott Taylor

Date:

01/17/16

Dept Director or Designee:

N/A

Date:

2/10/16

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney

N/A

Date:

2/10/16

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS
CLACKAMAS COUNTY

Signature:

Chair

Title:

Mary Raethke
Recording Secretary

Date:

1-28-16 B.1.

Approved as to form
by:

Jmm

Date:

1/13/16

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 2
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 2

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strike through~~ is being deleted; wording in **bold italics** is being added.)

C. Article III – CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of ~~\$137.53~~ ***\$145.58*** per bed day, up to a maximum of ~~\$43,785~~ ***\$87,570***. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee:

John Ludlow ^{for Scott Taylor}

Date:

9/15/15

Dept Director or Designee:

n/a

Date:

2/10/16

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney

n/a

Date:

CONTRACTOR:

Signature:

John Ludlow
John Ludlow, Chair

Print Name:

Signature:

Mary Raetke
Recording Secretary

Date:

10-1-15 D.2

Approved as to form
by:

email by Kim Ybarra

Date:

9/15/2015

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 1
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 1

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strike through~~ is being deleted; wording in ***bold italics*** is being added.)

A. ARTICLE II - AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is ~~June 30, 2015~~ ***June 30, 2016***.

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee: Deborah Kadocery / ~~Janet Taylor~~
Date: 6/4/15
Dept Director or Designee: N/A
Date: 2/10/16

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney n/a
Date: _____

CLACKAMAS COUNTY, OREGON:

Signature: [Signature]
Print Name: John Ludlow, Chair

Signature: [Signature]
Recording Secretary

Date: 10-13-15 E.1

Approved as to form by: [Signature]
Date: 9/18/15

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND
MULTNOMAH COUNTY

This Agreement is entered into between Clackamas County, a political subdivision of the State of Oregon, on behalf of its Juvenile Department hereinafter referred to as COUNTY and Multnomah County, on behalf of its Juvenile Services Division of the Department of Community Justice, hereinafter referred to as MULTNOMAH.

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;

WHEREAS COUNTY desires MULTNOMAH'S services on the project entitled "A&E beds", in accordance with the SCOPE OF WORK attached hereto as Exhibit "A";

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I - SCOPE OF WORK

MULTNOMAH agrees to perform for COUNTY the services described in Exhibit A hereto, which incorporated herein by reference.

ARTICLE II - AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is June 30, 2015.

ARTICLE III - CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of \$137.53 per bed day, up to a maximum of \$43,785. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

Payment shall be made according to the following schedule:

MULTNOMAH will submit an invoice for the previous month's services within 30 days of the end of the month. Invoice shall include a roster of youth including intake and exit dates.

Invoices for work shall be submitted to COUNTY:

Crystal Wright
Administrative Services Manager
Clackamas County Juvenile Dept
2121 Kaen Road
Oregon City OR 97045
503-655-8342 ext 7112
FAX: 503-655-8448

Payment shall be sent to MULTNOMAH:

Attn: Business Services
Multnomah County Department of Community Justice
501 SE Hawthorne Blvd., Suite 250
Portland OR 97214
Phone: 503-988-3701

ARTICLE IV - NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addressee:

If to COUNTY:

Ellen Crawford
Department Director
Clackamas County Juvenile Dept.
2121 Kaen Rd.
Oregon City, OR. 97045

If to MULTNOMAH:

Christina McMahon
Division Director
Multnomah County Juvenile Services Division
Department of Community Justice
1401 NE 68th Ave
Portland, OR 97213

ARTICLE V - PERFORMANCE / REPORTING REQUIREMENT

MULTNOMAH is responsible for the performance of work and will provide progress reports of findings, if any, as stated in Exhibit A, SCOPE OF WORK. MULTNOMAH shall maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. MULTNOMAH shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, MULTNOMAH shall maintain all other records pertinent to this Agreement in such a manner as to clearly document MULTNOMAH performance hereunder.

ARTICLE VI - CONFIDENTIALITY

Subject to the limitations and conditions of the Oregon Public Records law, MULTNOMAH agrees to keep confidential any COUNTY proprietary information that COUNTY designates as such and supplies to MULTNOMAH during the course of research performed under this Agreement. Such information

will not be included in any published material without prior approval by COUNTY. MULTNOMAH agrees to provide any proposed publication to COUNTY thirty (30) days prior to submission, to review for the inclusion of COUNTY-owned confidential information, and to determine whether patentable inventions or discoveries are disclosed therein.

MULTNOMAH understands that COUNTY client information collected under this Agreement is confidential and the use or disclosure of such information, when not directly connected with the administration of MULTNOMAH's responsibilities with respect to research performed under this Agreement, is prohibited unless consent is obtained from COUNTY's client and, in the case of a minor, that of a responsible parent/guardian.

ARTICLE VIII - GENERAL CONDITIONS

Insurance. The parties understand that each is self-insured with respect to tort liability and each subject to the Oregon Tort Claims Act, ORS 30.260 - 30.300. Each party agrees to accept that coverage as adequate insurance of the other party with respect to personal injury and property damage.

Indemnification. MULTNOMAH agrees to hold and save harmless COUNTY, its officers, commissioners, employees and agents from and against any third-party liability which may arise under this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through ORS 30.300) to the extent of liabilities arising out of the acts of MULTNOMAH, its officers or agents. MULTNOMAH shall not be required to indemnify or defend COUNTY for any liability arising out of the acts or negligence of employees or agents of COUNTY. COUNTY agrees to defend and hold harmless MULTNOMAH, its officers, commissioners, employees and agents from and against any third-party liability which may arise under this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through ORS 30.300) to the extent of liabilities arising out of the acts of COUNTY, its officers or agents.

ARTICLE IX - COMPLIANCE WITH LAWS

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur, if in the State courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

ARTICLE X - ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

ARTICLE XIII - TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Payment to MULTNOMAH shall be prorated to and include the day of termination

ARTICLE XV - 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 there for. Any provisions herein that would conflict with law are deemed inoperative to that extent.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND COUNTY AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

MULTNOMAH COUNTY

By Deborah Kelsey / or Scott Taylor

Date: 8/22/14

CLACKAMAS COUNTY

By John Ludlow
Chair, John Ludlow

Date: 9-11-14 E.I.

Mary Rastake
Recording Secretary Date 9-11-14

Exhibit "A"
Scope of Work
Assessment and Evaluation Program

The Program Description:

The Assessment and Evaluation program will be a voluntary program for male and female youth, ages 13-17, who require a staff secured, out of home placement for assessment/evaluation, stabilization and transition planning. The average length of stay is estimated to be 45 days, but youth may be enrolled for up to 90 days based on individual needs. Participants will receive a comprehensive Global Appraisal of Individual Needs (GAIN) tool, as well as a service plan that will be developed by the Mental Health Consultant, parent (guardian) and the youth. The service plan will reflect how the program will address the youth's issues, describe anticipated outcomes, and will be reviewed and approved by the youth and the parent/guardian. Additional assessments (alcohol and drug, psychological, psychiatric, psychosexual) may be provided as indicated. Services will also include individual and group counseling in a culturally responsive environment, skill building, family counseling and parent training.

Programming services included:

Individual and family counseling
Daily goal setting and review
Aggression Replacement Training skill development
Emotional regulation skills
Thinking errors and pro-social thinking
Basic life skills
Year round on-site school provided by Multnomah Education Service District
Case management and collaboration with Juvenile Counselors
Recreational and cultural activities
Community service
Outings and field trips
Parent training
Psychological and psychiatric consultation
Medical and medication management
Mentorship
Women's Health (girls only)
Trauma Group

Eligibility:

Male and female youth 13 to 17 year of age
Client is under the supervision of Clackamas County Juvenile Department
Client is unable to be appropriately serviced in the community-based program
Client is medically, cognitively, and psychiatrically able to participate

Referral:

The Juvenile Counselors will make referrals to the program through the Treatment Expeditor, to be identified by Multnomah County Department of Community Justice.

Screening:

The Treatment Expeditor will screen youth who are referred.

**Youth who represent imminent risk to self or others may be considered inappropriate

Information required at the screening:

Social history

Legal history

Family history

Educational history

Psychiatric and/or psychological concerns

Suicidal history

Probation case plan

Pending court dates

Medication history

Other pertinent information that may provide a better understanding of the client's needs.

Curriculum

6 service hours are required per week

Cognitive Group – Evidence-based curriculum that targets criminal thinking errors.

Mindfulness skills – Evidence-based curriculum that teaches emotional regulation skills.

Aggression Replacement Therapy (ART) – Evidence-based curriculum which uses role playing to teach youth different pro-social skills.

Life Skills – Teaches basic life skills (hygiene, cooking, STD prevention, etc.)

Goal Setting and Day Review – Youth will identify one goal in each of the three areas: behavior, accomplish and skill practice. At the end of the day they will review their goals and rate themselves on how they did.

Alcohol and Other Drugs (AOD) Education – Teaches the effects of AOD on the mind and body

Truthought – Teaches problem solving and decision making.

Program Summary:

The program will be designed to serve youth who have a history of failing community programs, not in school, run histories, or family issues which keeps youth from returning home. The program will be staffed with two (2) licensed mental health professionals and one (1) Multnomah Juvenile Counselor in addition to nine (9) Custody Services Specialists. The program will incorporate trauma-informed practices and will provide individual case management, parenting skills training (as needed), on-site schooling, on-site psychiatric services, comprehensive mental health and AOD evaluations, and behavioral skills training as youth prepare to transition into a treatment program or into the community. The program will provide a staff secure placement for youth exhibiting a myriad of behavioral and treatment issues and will quickly assess their needs. Additionally, the

program will enhance the current service array for Latino youth by providing family therapy and transition planning through bilingual staff with 7 day per week coverage. Community agencies will be included in the service delivery as appropriate to be responsive in meeting the individual needs of each youth.



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
 2121 KAEN ROAD | OREGON CITY, OR 97045

June 8, 2017

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment No. 7 to Intergovernmental Agreement No. 0607133 with Multnomah County for Secure Custody Detention Beds for Juvenile Offenders

Purpose/Outcomes	This is Amendment No 7 to an Intergovernmental Agreement (IGA) with Multnomah County to purchase 17 secure custody detention beds at Donald E. Long Detention Facility. There is an increase of approximately 3.69% per bed per day (based on the CPI-W), which equates to \$11.08 per bed day.
Dollar Amount and Fiscal Impact	The maximum contract value is \$1,861,500.00
Funding Source	General fund; Juvenile Crime Prevention Basic and Diversion; CCSO
Safety Impact	This IGA amendment is for 17 secure juvenile detention beds in Multnomah County. These beds will be utilized by juvenile and Ballot Measure 11 offenders. These beds are used as a means to ensure public safety and as accountability for youth offenders.
Duration	Effective July 1, 2017 through June 30, 2018
Previous Board Action	Amendment No. 6 April 28, 2016 Agenda E.1.
Contact Person	Christina L. McMahan, Director – Juvenile Department – 503-655-8342 ext. 3171
Contract No.	Multnomah County Contract Number 0607133

BACKGROUND:

Attached is an Amendment No. 7 to IGA No 0607133. This IGA is to purchase 17 secure custody detention beds from Multnomah County. Since 1981 Clackamas County has contracted annually with Multnomah County for access secure custody for juveniles awaiting process in the juvenile court system.

County Counsel has reviewed and approved this Amendment on May 18, 2017.

RECOMMENDATION:

Staff recommends the Board approval of Amendment No. 7 to Intergovernmental Agreement No. 0607133.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

**MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT**
(Amendment to change Contract provisions during contract term.)

Contract Number 0607133 Amendment #7

This is an amendment to Multnomah County's Contract referenced above effective **July 1, 2017**, between Multnomah County, Oregon, hereinafter referred to as County, and **Clackamas County**, hereinafter referred to as Contractor.

The parties agree:

- I. The following changes are made to Agreement No. 0607133:

(**Note:** Wording with strikethrough is being deleted; wording in ***bold italics*** is being added.)

- A. Amend Section V.A., AGREEMENT TERM AND TERMINATION, to read as follows:

A. The term of this Agreement shall be from July 1, 2007 through June 30, ~~2017~~ ***2018***, with an option to renew for an additional two (2) years applying an annual increase based on the CPI-W calculated on the second half of the preceding fiscal year unless modified or terminated according to the terms of this Agreement.

- B. Amend Section III.C., Compensation Rates and Mode of Payment, §2., to read as follows:

2. Based upon the four (4) year **phase-in cost** and the 3% per year inflation, Clackamas and Multnomah agree that the bed day rates per year for seventeen beds (17) will not exceed the amounts listed below for each year of this Agreement. However, should the Actual Operating Cost per bed day be less than the **phase-in cost** projected below, Multnomah will charge Clackamas the lower Actual Operating Cost as calculated by Multnomah. Clackamas will pay the full cost of all seventeen (17) beds in each year regardless of whether or not they are utilized.

<u>Fiscal Year</u>	<u>Bed Day Rate</u>	<u>Annual Cost 14 Beds</u>
2007-2008	\$196.18	\$1,005,226.32
2008-2009	\$225.61	\$1,152,867.10
2009-2010	\$259.45	\$1,325,789.50
2010-2011	\$277.15	\$1,416,236.50
2010-2011 (four additional beds)	\$125.00	\$136,500.00
2011-2012	\$282.69	\$1,448,503.56
2012-2013	\$282.69	\$1,444,545.90
2013-2014	\$282.69	\$1,444,545.90
2014-2015	\$288.06	\$1,787,412.30 (17 beds)
2015-2016	\$288.06	\$1,792,309.32
2016-2017	\$288.92	\$1,792,748.60
<i>2017-2018</i>	<i>\$300.00</i>	<i>\$1,861,500.00 (17 beds)</i>

C. Amend Section III.C., §3., to read as follows:

2. Clackamas may utilize more than seventeen (17) beds under this Agreement without charge so long as Clackamas's individual bed use does not exceed nineteen (19) beds or combined with that of Washington County does not exceed ~~thirty-seven (37)~~ **thirty-eight (38)** beds, and providing Multnomah does not reach its budgeted capacity of male or female beds. If the combined capacity of male or female beds changes, Clackamas shall be notified by letter.

II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

**CONTRACTOR: BOARD OF COMMISSIONERS
CLACKAMAS COUNTY**

County Chair or Designee: Deborah Kutoury /SMK/ST
Date: 4/20/17

Dept Director or Designee: Jay MR Sir Scott Taylor
Date: 4/20/17

Signature: _____
Print Name: Jim Bernard
Title: Chair
Date: _____

REVIEWED:

JENNY M. MORF
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney /s/ Jacqueline Weber
Date: April 12, 2017

Recording Secretary _____ Date _____

Approved as to form by: /s/ Jeffrey Munns
Date: May 18, 2017

**MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT**
(Amendment to change Contract provisions during contract term.)

Contract Number 0607133 Amendment #6

This is an amendment to Multnomah County's Contract referenced above effective **July 1, 2016**, between Multnomah County, Oregon, hereinafter referred to as County, and **Clackamas County**, hereinafter referred to as Contractor.

The parties agree:

- I. The following changes are made to Agreement No. 0607133:

(Note: Wording with strikethrough is being deleted; wording in **bold italics** is being added.)

- A. Amend Section V.A., AGREEMENT TERM AND TERMINATION, to read as follows:

A. The term of this Agreement shall be from July 1, 2007 through June 30, ~~2016~~ **2017**, with an option to renew for an additional two (2) years applying an annual increase based on the CPI-W calculated on the second half of the preceding fiscal year unless modified or terminated according to the terms of this Agreement.

- B. Amend Section III.C., Compensation Rates and Mode of Payment, §2., to read as follows:

2. Based upon the four (4) year **phase-in cost** and the 3% per year inflation, Clackamas and Multnomah agree that the bed day rates per year for seventeen beds (17) will not exceed the amounts listed below for each year of this Agreement. However, should the Actual Operating Cost per bed day be less than the **phase-in cost** projected below, Multnomah will charge Clackamas the lower Actual Operating Cost as calculated by Multnomah. Clackamas will pay the full cost of all seventeen (17) beds in each year regardless of whether or not they are utilized.

<u>Fiscal Year</u>	<u>Bed Day Rate</u>	<u>Annual Cost 14 Beds</u>
2007-2008	\$196.18	\$1,005,226.32
2008-2009	\$225.61	\$1,152,867.10
2009-2010	\$259.45	\$1,325,789.50
2010-2011	\$277.15	\$1,416,236.50
2010-2011 (four additional beds)	\$125.00	\$136,500.00
2011-2012	\$282.69	\$1,448,503.56
2012-2013	\$282.69	\$1,444,545.90
2013-2014	\$282.69	\$1,444,545.90
2014-2015	\$288.06	\$1,787,412.30 (17 beds)
2015-2016	\$288.06	\$1,792,309.32
2016-2017	\$288.92	\$1,792,748.60

II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee:

Jay Moran for Scott Taylor

Date:

4/12/16

Dept Director or Designee:

Jay Moran for Scott Taylor

Date:

4/12/16

REVIEWED:

JENNY M. MORF
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney

N/A

Date:

CONTRACTOR: BOARD OF COUNTY COMMISSIONERS

Signature:

[Signature]

Print Name:

John Ludlow, Chair

Chair

Date:

4-28-16 E1

Wendy Rastak
Recording Secretary Date

Approved as to form
by:

Clackamas County Counsel

Date:

[Signature]
4/19/16

**MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT**
(Amendment to change Contract provisions during contract term.)

Contract Number 0607133 Amendment #5

This is an amendment to Multnomah County's Contract referenced above effective **July 1, 2015**, between Multnomah County, Oregon, hereinafter referred to as County, and **Clackamas County**, hereinafter referred to as Contractor.

The parties agree:

- I. The following changes are made to Agreement No. 0607133:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in ***bold italics*** is being added.)

- A. Amend Section V.A., AGREEMENT TERM AND TERMINATION, to read as follows:

A. The term of this Agreement shall be from July 1, 2007 through June 30, ~~2015~~ ***2016***, with an option to renew for an additional two (2) years applying an annual increase based on the CPI-W calculated on the second half of the preceding fiscal year unless modified or terminated according to the terms of this Agreement.

- B. Amend Section III.C., Compensation Rates and Mode of Payment, §2., to read as follows:

2. Based upon the four (4) year ***phase-in cost*** and the 3% per year inflation, Clackamas and Multnomah agree that the bed day rates per year for seventeen beds (17) will not exceed the amounts listed below for each year of this Agreement. However, should the Actual Operating Cost per bed day be less than the ***phase-in cost*** projected below, Multnomah will charge Clackamas the lower Actual Operating Cost as calculated by Multnomah. Clackamas will pay the full cost of all seventeen (17) beds in each year regardless of whether or not they are utilized.

<u>Fiscal Year</u>	<u>Bed Day Rate</u>	<u>Annual Cost 14 Beds</u>
2007-2008	\$196.18	\$1,005,226.32
2008-2009	\$225.61	\$1,152,867.10
2009-2010	\$259.45	\$1,325,789.50
2010-2011	\$277.15	\$1,416,236.50
2010-2011 (four additional beds)	\$125.00	\$136,500.00
2011-2012	\$282.69	\$1,448,503.56
2012-2013	\$282.69	\$1,444,545.90
2013-2014	\$282.69	\$1,444,545.90
2014-2015	\$288.06	\$1,787,412.30 (17 beds)
<i>2015-2016</i>	<i>\$288.06</i>	<i>\$1,792,309.32</i>

- C. Amend Section III.C., §3., to read as follows:

2. Clackamas may utilize more than seventeen (17) beds under this Agreement without charge so long as Clackamas's individual bed use does not exceed nineteen (19) beds or ***combined with that of***

Washington County does not exceed the combined allowable total of Washington and Clackamas County contracted beds per day **thirty-seven (37) beds**, and providing Multnomah does not reach its budgeted capacity of male or female beds. If the combined capacity of male or female beds changes, Clackamas shall be notified by letter.

II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee:

Jenny Morf ^{SE} *Scott Taylor*
Date: 3/6/15

Dept Director or Designee:

Date:

REVIEWED:

JENNY M. MORF
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney

/s/ Jacquie Weber

Date: 3/3/2015

CONTRACTOR:

Signature:

John Ludlow
Print Name: John Ludlow, Chair

Print Name:

Title:

Chair

Date:

3-26-15 E.I.

Nancy Raetnke
Recording Secretary

3-26-15
Date

Approved as to form

by:

Kim Ybarra

Date:

3/4/2015

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT
(Amendment to change Contract provisions during contract term.)

EXECUTED

Contract Number 0607133 Amendment #4

This is an amendment to Multnomah County's Contract referenced above effective **July 1, 2014**, between Multnomah County, Oregon, hereinafter referred to as County, and **Clackamas County**, hereinafter referred to as Contractor.

The parties agree:

- I. The following changes are made to Agreement No. 0607133:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in ***bold italics*** is being added.)

- A. Amend Section III.C., Compensation Rates and Mode of Payment, §2., to read as follows:

2. Based upon the four (4) year **phase-in cost** and the 3% per year inflation, Clackamas and Multnomah agree that the bed day rates per year for ~~fourteen beds (14)~~ ***seventeen beds (17)*** will not exceed the amounts listed below for each year of this Agreement. However, should the Actual Operating Cost per bed day be less than the **phase-in cost** projected below, Multnomah will charge Clackamas the lower Actual Operating Cost as calculated by Multnomah. Clackamas will pay the full cost of all ~~fourteen (14)~~ ***seventeen (17)*** beds in each year regardless of whether or not they are utilized.

<u>Fiscal Year</u>	<u>Bed Day Rate</u>	<u>Annual Cost 14 Beds</u>
2007-2008	\$196.18	\$1,005,226.32
2008-2009	\$225.61	\$1,152,867.10
2009-2010	\$259.45	\$1,325,789.50
2010-2011	\$277.15	\$1,416,236.50
2010-2011 (four additional beds)	\$125.00	\$136,500.00
2011-2012	\$282.69	\$1,448,503.56
2012-2013	\$282.69	\$1,444,545.90
2013-2014	\$282.69	\$1,444,545.90
2014-2015	<i>\$288.06</i>	<i>\$1,787,412.30</i> <i>(17 beds)</i>

- B. Amend Section III.C., §3., to read as follows:

2. Clackamas may utilize more than ~~fourteen (14)~~ ***seventeen (17)*** beds under this Agreement without charge so long as Clackamas's individual bed use does not exceed ~~sixteen (16)~~ ***nineteen (19)*** beds or ~~combined with that of Washington County does not exceed~~ ***the combined allowable total of Washington and Clackamas County contracted beds*** per day, and providing Multnomah does not reach its budgeted capacity of male or female beds. ***If the combined capacity of male or female beds changes, Clackamas shall be notified by letter.***

II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee: Deborah Kabory / Jayson Scott Taylor

Date: 8/13/14

Dept Director or Designee: Jayson Scott Taylor

Date: 8/13/14

REVIEWED:

JENNY M. MORF
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By /s/ Jacquie Weber
Assistant County Attorney

Date: 5/15/14

CONTRACTOR: Clackamas County

Signature: [Signature]

Print Name: John Ludlow, Chair

Title: Chair

Date: 6-26-14

Mary Raetnke E.I.
Recording Secretary Date

Kim Ybarra
County Counsel for Clackamas County

Approved as to form by: /s/ Kim Ybarra

Date: 6/10/2014

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT #0607133 AMENDMENT #3

This is an Amendment to Multnomah County Contract, referenced above, effective **July 1, 2013**, between Multnomah County, hereinafter referred to as County, and **Clackamas County**, hereinafter referred to as Contractor.

The parties agree:

I. The following changes are made to Agreement No. 0607133:

(Note: Wording with strikethrough is being deleted; wording in **bold italics** is being added.)

A. Amend Section V.A., AGREEMENT TERM AND TERMINATION, to read as follows:

A. The term of this Agreement shall be from July 1, 2007 through June 30, ~~2013~~ **2015**, with an option to renew for an additional two (2) years applying an annual increase based on the CPI-W calculated on the second half of the preceding fiscal year unless modified or terminated according to the terms of this Agreement.

B. Amend Section III.C., Compensation Rates and Mode of Payment, §2., to read as follows

2. Based upon the four (4) year **phase-in cost** and the 3% per year inflation, Clackamas and Multnomah agree that the bed day rates per year for fourteen (14) beds will not exceed the amounts listed below for each year of this Agreement. However, should the Actual Operating Cost per bed day be less than the **phase-in cost** projected below, Multnomah will charge Clackamas the lower Actual Operating Cost as calculated by Multnomah. Clackamas will pay the full cost of all fourteen (14) beds in each year regardless of whether or not they are utilized.

<u>Fiscal Year</u>	<u>Bed Day Rate</u>	<u>Annual Cost 14 Beds</u>
2007-2008	\$196.18	\$1,005,226.32
2008-2009	\$225.61	\$1,152,867.10
2009-2010	\$259.45	\$1,325,789.50
2010-2011	\$277.15	\$1,416,236.50
2010-2011 (four additional beds)	\$125.00	\$136,500.00
2011-2012	\$282.69	\$1,448,503.56
2012-2013	\$282.69	\$1,444,545.90
2013-2014	\$282.69	\$1,444,545.90

2014-2015

The rate of the juvenile detention beds will increase based on the Consumer Price Index (CPI-W) calculated on the second half of the preceding fiscal year, within a range of 0-3%, unless modified or terminated according the terms of the agreement.

II. All other terms and conditions of the contract shall remain the same.

SIGNATURES

MULTNOMAH COUNTY, OREGON

Department Director or Designee:

Signature for Scott Taylor
Print Name: Scott Taylor

Date: May 9, 2013

CLACKAMAS COUNTY, OREGON

Board of County Commissioners

Signature:

Signature of John Ludlow
Print Name: John Ludlow, Chair

Print Name:

Title:

Chair

Date:

6-20-13

D.I.

REVIEWED:

JENNY M. MORF,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Deputy County Attorney

/s/ Jacquie Weber

Date: May 8, 2013

Approved as to form by:

K Ybarra by email

Date:

6/4/2013

Signature of Mary Raethke
Recording Secretary

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT 2

(Amendment to change Contract provisions during contract term.)

Contract Number 0607133

This amendment to Multnomah County's Contract referenced above effective July 1, 2011 between Multnomah County, Oregon, hereinafter referred to as County, and Clackamas County, hereinafter referred to as Contractor.

The parties agree: (NOTE: Wording with ~~strikethrough~~ is being deleted; wording in ***bold italics*** is being added.)

1. The following changes are made to Contract No. 0607133:

A. Amend Section III Services to be provided: C. Compensation Rates and Mode of Payment

Fiscal Year	Bed Rate	Annual Cost of 14 beds.
2011-2012	Actual Operating Cost defined in II. A. above as calculated by Multnomah will be provided to Clackamas by Multnomah no later than February 1, 2011.	
2011-2012	\$282.69	1,448,503.56
2012-2013	Actual Operating Cost defined in II. A. above as calculated by Multnomah will be provided to Clackamas by Multnomah no later than February 1, 2012.	

B. The rate of the juvenile detention beds for FY 2012-2013 will increase based on the Consumer Price Index (CPI-W) second half of 2011 within a range of 0-3%.

C. Amend Section V, Agreement Term and Termination

The term of this Agreement shall be from July 2, 2007 through June 30, 2013, ***with an option to renew for an additional two years with annual increase based on the CPI-W second half of the preceding fiscal year, within a range of 0-3%*** unless modified or terminated according to the terms of the agreement.

2. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or Designee:

Jay M Resan for Scott Taylor
Date: 8/18/11

Signature:

Charlotte Lehan

Print Name:

Charlotte Lehan

Dept Director or Designee:

Jay M Resan for Scott Taylor
Date: 8/18/11

Title:

Chair

Date:

9-8-2011 F.I.

REVIEWED:

HENRY H. LAZENBY, JR,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney

Jacque Weber

Approved as to form
by:

JAC

Date:

8/16/2011

Date:

9/26/11

INTERGOVERNMENTAL AGREEMENT #0607133
FOR DELIVERY OF DETENTION SERVICES
AND FACILITY OPERATION AND MAINTENANCE

This Agreement is made and entered into by and between **Clackamas County**, hereinafter referred to as "Clackamas" and **Multnomah County**, a home-rule subdivision of the State of Oregon, hereinafter referred to as "Multnomah", for the delivery of juvenile detention services by Multnomah to Clackamas as described below, and for operation and maintenance costs of the physical Premises.

I. RECITALS

- A. Multnomah operates and maintains a juvenile detention facility known as the Juvenile Justice Complex (JJC) designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Clackamas wishes to utilize bed space within the JJC for the detention of juveniles referred to the juvenile justice system and in need of secure custody, and space presently exists in JJC for use by Clackamas.
- B. Clackamas and Multnomah entered into a Sublease Agreement in October 1993, to sublease ten (10) bed spaces in JJC to Clackamas for a guaranteed period of 20 years. Pursuant to the Sublease, Clackamas made a lump sum payment of \$750,000 for guaranteed use of ten (10) bed spaces for the full term of the Sublease. In addition, Clackamas agreed to pay a per bed cost for Operation and Maintenance of the facility, not to exceed 7.81 % of the actual cost of operating and maintaining the Premises. The Sublease further provides that delivery of detention services by Multnomah for the bed spaces will be provided for by a separate Intergovernmental Agreement (IGA) between the parties. The Actual Operating Cost per bed day covered by this IGA is in addition to and does not replace the rent payments specified in the replacement Sublease described above.
- C. Exhibit B of the Sublease Agreement specifying the pro rata amount of the lump sum payment Multnomah would return to Clackamas in the event the parties did not agree on an IGA for delivery of detention services is attached hereto as Exhibit 1 to this IGA.
- D. The parties agree that it is in the best interests of both parties to combine the Operation and Maintenance payment provided for in the Sublease described in section I.B. with the payment for detention services into a single per bed day rate that represents the Actual Operating Cost per day per bed space.
- E. ORS Chapter 190 provides for intergovernmental agreements for the performance of functions and activities of either party by the other in the interest of further economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.100 shall be liberally construed.

II. DEFINITIONS

- A. **Actual Operating Cost** as used in this IGA means the cost of operation and maintenance services including management, repair, replacement and maintenance, security service, janitor service, grounds keeping, power, gas, lighting, heating, air conditioning, water, other utility services, garbage collection, and insurance, plus the cost of delivery of detention services including, but not limited to, admission, supervision, and release services. Actual Operating Cost does not include Administration and Support.

- B. **Mental Health Screening** as used in this IGA means that every youth upon admission to Donald E. Long Home (DELH) receives a brief mental health assessment, including risk for suicidal and violent behavior, by Juvenile Custody Services Specialists. Youth with significant depression or suicidal risk are referred to a Qualified Mental Health Professional for follow-up care.
- C. **Premises** as used in this IGA means the detention beds subleased from Multnomah pursuant to the Sublease Agreement referenced in Section I.B. of this IGA.
- D. **Administration and Support** as used in this IGA means a proportionate share of Department of Community Justice (DCJ) departmental and Juvenile Services Division overhead, including: DCJ Director's Office, Finance and Budget, Contracts, Human Resources and Training, Research and Evaluation, Employee, Community and Clinical Services (ECCS) Assistant Director's Office, JSD Assistant Director's Office, and Juvenile Business Integration Support Team.

III. SERVICES TO BE PROVIDED

A. **Multnomah County shall perform as follows:**

1. Admission Services

- a) Any youth subject to the jurisdiction of the Clackamas County court shall be admitted by Multnomah to the Juvenile Justice Complex only upon authorization for secure custody communicated by an appropriate agent of the Clackamas County Juvenile Court as defined in this Agreement or upon order of any Clackamas County Court of competent jurisdiction to require detention of such juvenile, all subject to the conditions hereinafter provided.
- b) Acting through its on-duty intake supervisor, Multnomah shall have discretion to refuse acceptance of any juvenile referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with the requirements for detention set forth in ORS 419C, or where Multnomah lacks adequate bed space in excess of those reserved spaces provided herein, or when it appears that the physical condition of the referred juvenile requires immediate medical attention.
- c) Fourteen (14) bed spaces shall be available for the exclusive use of Clackamas on a continuous 24-hour a day basis for the full term of this Agreement.
- d) Any requirement of Clackamas for bed space in excess of sixteen (16) shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this Agreement.
- e) Clackamas may rent one additional bed in both the residential alcohol and drug treatment program (RAD), and the sex offender residential treatment program unit (SRTP), if there is space available. The charge will be the same as Multnomah's cost for these beds, so long as Multnomah receives the same level of federal funding for a Clackamas juvenile as for other juveniles in RAD or SRTP.

- f) In the event a juvenile resident of Clackamas is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Clackamas County Court, and is delivered to the Juvenile Justice Complex, admission shall be as in the case of any local juvenile resident of Multnomah until and unless an appropriate referral for ongoing custody is made by Clackamas in accordance with this Agreement.
- g) Multnomah shall not be required to provide notice to parents or guardians of juveniles referred upon admission or otherwise pursuant to this Agreement, unless the conditions are appropriate as outlined in Section III. A.1.f) above.
- h) Multnomah shall provide Clackamas a daily roster indicating all juveniles held by Multnomah pursuant to this Agreement. Multnomah shall include with that roster a listing of those juveniles accepted by Multnomah who are subject to the juvenile court jurisdiction of Clackamas County but who are not admitted pursuant to the terms of the Agreement.

2. Supervision Services

- a) An admitted Clackamas juvenile shall be placed in a detention unit deemed by Multnomah appropriate to the sex, age, and circumstance of the juvenile, consistent with the existing facility population and the best interest of the total facility population and operation, and shall receive the same level of care and supervision as any other juvenile detainee including mental health screening.
- b) Multnomah's Custody Services Manager will ensure that for each juvenile referred under this Agreement, Clackamas is advised of the juvenile's progress toward disposition, and that agreed arrangements are implemented incident to the expeditious release or coordinated planning for disposition of the referred juvenile. Counseling services customarily provided in preparation for an adjudicative or dispositional process will be provided to the referred juvenile by Clackamas.
- c) In the event it is determined that a referred juvenile is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of consultation between Multnomah and Clackamas, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Clackamas shall reimburse Multnomah for any expense connected therewith including security costs inside and outside the JJC as set forth in Section III.B.4. Multnomah shall provide Clackamas with immediate notice of those services provided without prior notice.

3. Release Services

- a) Multnomah shall release Clackamas juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized agent of the Clackamas County Juvenile Court. That notice may be by telephone, in person, or in writing, but any non-written communication will be confirmed by a written authorization for release. Multnomah shall release Clackamas juveniles to individuals or agencies included in the notification of release.

- b) Multnomah shall notify Clackamas of any referred juvenile Multnomah reasonably believes is being detained in excess of statutory authority, and Clackamas shall, immediately upon notification, take all necessary steps to release the juvenile as specified in a) above, or provide Multnomah with the statutory authority for continued detention of the juvenile. If Clackamas does not act upon the notification by Multnomah within the same business day of notification, Multnomah may act to release the juvenile.
- c) No provision of this Agreement is intended to relieve Clackamas of the duty to monitor the number, identity, and appropriate periods of detention for those juveniles detained in Multnomah pursuant to this Agreement. Clackamas shall defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or on behalf of any juvenile referred under this Agreement, except for actions attributable to Multnomah County negligence.

B. Clackamas shall perform as follows:

1. Clackamas shall provide Multnomah current information identifying those Clackamas Juvenile Court agents authorized to refer juveniles to Multnomah as provided herein.
2. Clackamas shall provide or arrange all non-emergency transportation of juveniles referred under this Agreement.
3. Clackamas shall provide Multnomah written evidence of authorization to detain or release any juvenile referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention or release.
4. Except as provided in Section IV-B of this Agreement, Clackamas shall compensate Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or psychological services, including transportation therefore and supervision outside JJC, on behalf of any referred juvenile pursuant to this Agreement.
5. Clackamas shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred juvenile which exceed the level of care and supervision customarily furnished to detained juveniles, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices. Except in circumstances constituting a medical emergency, Multnomah may not incur these expenses without prior authorization from Clackamas.
6. Clackamas shall be responsible for providing any of the court counseling and/or probation services required for referred juveniles under this Agreement.
7. Clackamas shall provide Multnomah timely, actual, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred juveniles.

C. Compensation Rates and Mode of Payment

1. The parties agree that the Actual Operating Cost per bed day for the services provided by Multnomah under this agreement is \$246.24 for fiscal year 2006-2007. The parties also agree that a 3% per year inflation rate for these services is reasonable. The parties further agree to a **phase-in cost** per bed day rate over four (4) years, adjusted each year of the phase-in for 3% inflation, as listed in C.2., below.
2. Based upon the four (4) year **phase-in cost** and the 3% per year inflation, Clackamas and Multnomah agree that the bed day rates per year for fourteen (14) beds will not exceed the amounts listed below for each year of this Agreement. However, should the Actual Operating Cost per bed day be less than the **phase-in cost** projected below, Multnomah will charge Clackamas the lower Actual Operating Cost as calculated by Multnomah. Clackamas will pay the full cost of all fourteen (14) beds in each year regardless of whether or not they are utilized.

Fiscal Year	Bed Day Rate	Annual Cost 14 Beds
2007-2008	\$196.18	\$1,005,226.32
2008-2009	\$225.61	\$1,152,867.10
2009-2010	\$259.45	\$1,325,789.50
2010-2011	\$277.15	\$1,416,236.50
2011-2012	Actual Operating Cost as defined in II. A. above as calculated by Multnomah will be provided to Clackamas by Multnomah no later than February 1, 2011.	
2012-2013	Actual Operating Cost as defined in II. A. above as calculated by Multnomah will be provided to Clackamas by Multnomah no later than February 1, 2012.	

3. Clackamas may utilize more than fourteen (14) beds under this Agreement without charge so long as Clackamas' individual bed use does not exceed sixteen (16) beds, or combined with that of Washington County does not exceed thirty-two (32) beds per day, and providing Multnomah does not reach its budgeted capacity of male or female beds.
4. In computing daily populations, the day of admission shall be considered a full day, the day of release shall not be counted, each irrespective of the time of day on which the event occurs.
5. Those expenses for excess bed space or emergency services which may be incurred shall be billed to Clackamas by Multnomah on a monthly basis and shall be paid by Clackamas to Multnomah on a monthly basis.
6. For the duration of this agreement Clackamas agrees to pay Multnomah each year the total annual cost of the 14 beds set forth in C.2. above in three (3) equal installments, due on October 1, February 1, and June 1. Multnomah will notify Clackamas no later than

September 1 of each year of the Actual Operating Cost per bed day if it is less than the projected amounts set forth in C.2. above.

IV. CONSTRAINTS

- A. It is understood and agreed that any and all employees of the Juvenile Justice Complex are not employees, agents, or representatives of Clackamas for any purpose.
- B. Clackamas and Multnomah, each as to the other, shall indemnify, save harmless, and defend the other county, its officers, agents, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county's employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Clackamas harmless for responsibility or any liability arising from operation of the Juvenile Justice Complex and shall indemnify Clackamas for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees; Clackamas shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Clackamas to properly monitor the detention periods for juveniles referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.
- C. 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.

V. AGREEMENT TERM AND TERMINATION

- A. The term of this Agreement shall be from July 1, 2007 through June 30, 2013, unless modified or terminated according to the terms of this Agreement.
- B. This Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:
 - 1. Clackamas may terminate this Agreement on six months written notice.
 - 2. In the event that Clackamas does not intend to renew this Agreement at the end of the term of this Agreement, Clackamas shall notify Multnomah on or before January 1, 2013, of its intent not to renew. In the event Clackamas fails to so notify Multnomah of an intent not to renew this Agreement and thereafter does not renew this Agreement, Clackamas shall reimburse Multnomah at the base guaranteed fourteen (14) bed rate for a period extending six months from the date of receipt by Multnomah of written notice of said intent to discontinue or not renew this Agreement. Clackamas shall have continued use of the guaranteed beds as agreed for the duration of this Agreement through June 30, 2013.
 - 3. In the event Multnomah does not intend to renew this Agreement at the end of the term of this Agreement, Multnomah shall notify Clackamas on or before January 1, 2013, of its intent not to renew. In the event that Multnomah fails to so notify Clackamas of its intention not to renew this Agreement and thereafter does not renew this Agreement,

Multnomah shall continue to provide services under terms of this Agreement at the same rate as provided by this Agreement for six months following the date Clackamas received notice of Multnomah's intent not to renew this Agreement.

VI. MISCELLANEOUS PROVISIONS

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Chair of Multnomah County and the Board of County Commissioners of Clackamas.
- B. This Agreement supersedes and cancels all and any prior agreements or contracts between Multnomah and Clackamas for similar services.
- C. Clackamas will annually review Multnomah's detention operations and related costs and provide recommendations to Multnomah regarding cost-saving measures identified in that review. Multnomah shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Multnomah shall maintain any other records pertinent to this Agreement in such manner as to clearly document Multnomah's performance hereunder. Multnomah acknowledges and agrees that Clackamas and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of Multnomah that are pertinent to this Agreement. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Multnomah and kept accessible for a minimum of three years, except as required longer by law, following final 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. All subcontracts shall comply with these provisions.

IN WITNESS THEREOF, the parties have hereto caused this Agreement to be executed on this 21 day of JUNE, 2007, by their duly-authorized officers as of the day and year first written above.

Multnomah County

By: Ted Wheeler / [Signature]
Ted Wheeler, Chair

Date: 6/4/07

Department of Community Justice

Approved By:
Steve Liday / [Signature]
Steve Liday, Interim Director

Date: May 30, 2007

Reviewed By:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON
Jacquie A. Weber
Jacquie A. Weber, Assistant County Attorney
Date: May 24, 2007

Clackamas County

By: [Signature]
Clackamas County Chair

Date: 6-21-07 E.I.

Reviewed By:
[Signature]
Clackamas County Attorney
Date: 6/12/07

Exhibit I
#0607133

EXHIBIT "B"
MULTNOMAH AND CLACKAMAS COUNTY
SUBLEASE AGREEMENT

DR 2410
CK REV

<u>DATE</u>		<u>AMOUNT</u>
JULY 1,	1994	712,500
JULY 1,	1995	675,000
JULY 1,	1996	637,500
JULY 1,	1997	600,000
JULY 1,	1998	562,500
JULY 1,	1999	525,000
JULY 1,	2000	487,500
JULY 1,	2001	450,000
JULY 1,	2002	412,500
JULY 1,	2003	375,000
JULY 1,	2004	337,500
JULY 1,	2005	300,000
JULY 1,	2006	262,500
JULY 1,	2007	225,000
JULY 1,	2008	187,500
JULY 1,	2009	150,000
JULY 1,	2010	112,500
JULY 1,	2011	75,000
JULY 1,	2012	37,500



Gary Barth
Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building
150 Beaver Creek Road Oregon City, OR 97045

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Conservation and Access Agreement with Portland Water Bureau
on Clackamas County Property

Purpose/Outcomes	Provides for the sale of a conservation easement to Portland Water Bureau for the purposes of preserving, protecting and restoring approximately 30 acres of unimproved park and timberland property in Barlow Park to benefit fish, wildlife and plant ecosystems within the Bull Run Watershed.
Dollar Amount and Fiscal Impact	Selling price of \$210,425
Funding Source	N/A
Duration	50 years
Strategic Plan Alignment	1. Build Public Trust through Good Government 2. Honor, Utilize, Promote and Invest in our Natural Resources
Previous Board Action	April 25, 2017 Executive Session to review terms and conditions of the proposed Conservation and Access Agreement
Contact Person	Rick Gruen, County Parks & Forest Manager, x4345

BACKGROUND:

Clackamas County Parks owns property along the Sandy River, commonly referred to as the Barlow Wayside Park. Portland Water Bureau has offered to purchase a conservation easement from the County over a portion of the park's unimproved forested area along Little Joe Creek to preserve, protect and restore the area's natural resources to meet mitigation objectives as part of its Habitat Conservation Plan (HCP) in the Bull Run Watershed. An independent appraisal was obtained which values the timber in the conservation area at \$210,425. The appraisal was reviewed and approved by the County Forester. The easement rights last for fifty (50) years, and grant the Bureau access and rights to do work consistent with the purpose of the easement in the conservation area. The Board reviewed the terms and considerations of the conservation easement agreement on April 25, 2017 and directed staff to finalize the Agreement with Portland Water Bureau.

County Counsel has reviewed and approved the language of this Conservation and Access Agreement.

RECOMMENDATION:

Staff recommends the Board approve the Conservation and Access Agreement with Portland Water Bureau and ask that the Board issue an order approving the sale of the easement rights to the Portland Water Bureau and further authorizes the Director/Deputy Director of Business and Community Services to enter into the conservation easement agreement with the Bureau.

Respectfully submitted,

Gary Barth, Director
Business and Community Services Director

After Recording Return to:
Portland Water Bureau
1120 SW Fifth Avenue #600
Attn: ROW & Survey Section
Portland Oregon 97204

(SPACE ABOVE THIS LINE FOR USE OF COUNTY RECORDER'S OFFICE)

CONSERVATION AND ACCESS EASEMENT
CLACKAMAS COUNTY PROPERTY

GRANTOR: Clackamas County
Attn: Clackamas County Parks
150 Beavercreek Road, Room 419
Oregon City, OR 97045

GRANTEE: PORTLAND WATER BUREAU
Attn: ROW and Survey Section
1120 SW Fifth Avenue #600
Portland Oregon 97204

I. RECITALS

WHEREAS, Clackamas County (hereafter "Grantor") owns in fee simple that certain real property (the "Property") in Clackamas County, Oregon, conveyed to the Grantor by the following Recorder's Fee Documents: Book 366 of DEEDS, Page 677 and Book 324 of DEEDS, Page 749.

WHEREAS, the City of Portland acting by and through its Portland Water Bureau (hereafter "Grantee", or "City"), whose primary mission is to provide high quality drinking water while simultaneously assuming stewardship responsibilities for both fiscal and natural resources;

WHEREAS, the City is authorized by its Charter to acquire such real property and interests in real property, within and without the City limits, as Portland City Council deems necessary or convenient for the operation of the Portland Water Bureau;

WHEREAS, Grantor has agreed to grant to the City a conservation easement (the "Conservation Easement") over the portion of the property legally described in Exhibit "A" (the "Conservation Area") and depicted in the attached Exhibit "B" respectively, to enhance, preserve, and protect the conservation values of the Property;

WHEREAS, the Conservation Area is within the boundaries listed within the City of Portland's Bull Run Water Supply Habitat Conservation Plan, which protects natural resource values while at the same time allowing the City to maintain and operate its potable water supply system;

WHEREAS, Grantor has agreed, in order to achieve the purposes of the Conservation Easement to grant to the City a general right of access over, upon, and through the Property (hereafter "Access Easement"). Said Access Easement shall consist of the general right to use existing roads and trails, or substitute roads and trails should existing roads or trails be relocated, or to traverse the area on foot to gain access to the Conservation Area;

WHEREAS, the Conservation Area possesses natural resource values of great importance ("Conservation Values") to the City, the people of Clackamas County, and the people of the State of Oregon-- the most important of these values being floodplain and the preservation of natural habitat resources;

WHEREAS, the parties agree that the Conservation Values of the Conservation Easement can be enhanced and improved by the implementation by the City of a Vegetation Restoration Plan;

WHEREAS, the City believes the Conservation Area provides habitat benefits for Lower Columbia River Chinook Salmon (Spring and Fall) *Oncorhynchus tshawytscha*, Lower Columbia River Steelhead *Oncorhynchus mykiss*, Lower Columbia River Coho Salmon *Oncorhynchus kisutch*, Columbia River Chum Salmon *Oncorhynchus keta*, and/or Pacific Eulachon *Thaleichthys pacificus*, species classified as a threatened or candidate species under the Endangered Species Act (16 U.S.C. 1531 et. seq.) and believes restrictions on uses of the Conservation Area may benefit the species;

WHEREAS, Grantor intends to convey to the City the right to preserve the Conservation Values within the Conservation Area for 50 years, and the City is willing to honor such intentions and protect such values;

NOW, THEREFORE, Grantor conveys to the City the Conservation Easement on, over, and across the Conservation Area and the Access Easement on, over, and across the Property (collectively, the "Easements") of the nature and to the extent set forth in this agreement.

The above Recitals are contractual and are incorporated herein by this reference.

II. CONVEYANCE AND CONSIDERATION

A. Grantor conveys to the City the following easements:

1. Conservation Easement for the riparian land along Little Joe Creek and the Sandy River on the Property, on land described and depicted in Exhibits A and B;
2. Access Easement for the general right of access over, upon, and through the Property as described in the Recitals above;

The term of the easement is provided herein and described in the Recitals above. The Easements represent a conveyance of an interest in real property.

- B. The City shall pay to the Grantor a total of \$210,425 (two hundred and ten thousand four hundred and twenty five dollars) in consideration of the conveyance of the Easements.

III. PURPOSE OF EASEMENTS

The purpose of the Easements is to enhance and maintain the Conservation Area as “a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem” (as that phrase is used in 26 U.S.C. § 170(h)(4)(A)(ii), as amended and in regulations promulgated under this law), and to prevent any use of or activity on the Conservation Area that will significantly impair or interfere with the Conservation Values within the Conservation Area (the “Purpose”). This Conservation Easement confines the use of and activity on the Conservation Area to those consistent with the Purpose.

IV. TERM OF EASEMENTS

The term of the Conservation Easement and the Access Easement shall be 50 years from the date it is first executed by all parties. The Easements shall run with the land, and be enforceable by the City against the Grantor and Grantor’s representatives, successors, assigns, lessees, agents and licensees.

V. LAND USE RESTRICTIONS ON CONSERVATION AREA

Except as provided herein, the Conservation Area may be used only for the Purpose stated in Section III. Uses in the Conservation Area must comply with applicable zoning regulations.

Any activity on or use of the Conservation Area by the Grantor, its agents, or by persons acting with the Grantor’s consent in a manner materially inconsistent with the Purpose is prohibited.

Without limiting the generality of the foregoing, except as specifically permitted hereby, and except as part of or as required by the City’s Vegetation Restoration Plan (hereafter, the “Plan”), the following activities on or uses of the Conservation Area by Grantor or the City or their agents or representatives are expressly prohibited:

- A. Legal or “de facto” division, subdivision, or partitioning;
- B. Agricultural, commercial, or industrial activity;
- C. The above-ground installation of new utility systems or extensions of existing utility systems, including, without limitation, water, power, fuel, and communication lines and related facilities;

- D. The placement, construction, or expansion of any buildings, structures, or other improvements of any kind (including without limitation, pipelines, wells, septic systems, drain fields, fences, and parking areas);
- E. The construction of new roads or trails or any other rights of way or the enlargement of existing roads or trails; provided, that the Grantor may repair or replace existing trails, roads and bridges along their current alignment and at their current size if they are damaged by acts of nature, provided further that the Grantor may, with the City's review and written consent, repair or replace existing trails, roads and bridges damaged by acts of nature by relocating them if they cannot be repaired or replaced along their current alignment;
- F. The alteration of the surface of the land, including, without limitation, the excavation, fill or removal of soil, sand, gravel, rock, peat, or sod, or changing the topography of the land; except as necessary in pursuit of activities allowed pursuant to section V.E. above;
- G. The draining, filling, dredging, ditching, or diking of the Conservation Area or Construction Area, the alteration or manipulation of water courses, or the creation of new wetlands, water impoundments, or water courses;
- H. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters;
- I. The disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material;
- J. The placement of mobile homes, commercial signs, billboards, or other advertising material;
- K. Trapping, except as provided below and except to the extent determined necessary by the City to preserve, protect or enhance the Conservation Values of the Conservation Area. Feral domestic mammals and individuals from the Muridae of the order Rodentia (old world rats and mice), mountain beaver (*Aplodontia rufa*), and American Beaver (*Castor canadensis*) may be trapped or killed without approval of the City if done in a manner that does not adversely affect native plants and animals;
- L. The exploration for, or development and extraction of, minerals and hydrocarbons on or below the surface of the Conservation Area;
- M. The disruption of native wildlife activities, except for incidental effects from activities specifically allowed under this easement such as recreational activities and trail maintenance;
- N. Herbicide or pesticide use except for : (1) City use of herbicides or pesticides in the Conservation Area to achieve conservation purposes or (2) other herbicide or pesticide use by mutual consent of the City and the Grantor;

- O. The relocation, harvesting, pruning, mowing, cutting down, or other destruction or removal of live and dead trees and other vegetation except for purposes of maintenance of existing trails and roadways; provided, however, that Grantor may request permission from the City, to cut or remove vegetation, including trees, when reasonably required for the safety of persons, property, or structures on Grantor's Property;
- P. The introduction of nonnative plants and nonnative invasive species.
- Q. Neither Grantor nor the City shall obstruct the roads in the Access Easement as they exist now or as they may be relocated. Should a road or trail become blocked as the result of natural events such as wind throw or land movement either Grantor or the City may take reasonable steps to open the area to passage.

VI. RIGHTS OF GRANTOR

- A. The Conservation Area may be used only in a manner consistent with the Purpose set forth in Section III, except as provided in Section V or this Section VI to the contrary.
- B. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns all rights not granted hereby, including the right to engage in or permit or invite others to engage in (a) all uses of the Property outside the limits of the Conservation Area except those that would substantially and unreasonably interfere with the City's rights under the Access Easement and (b) all uses of the Conservation Area that are not expressly prohibited herein or inconsistent with the Purpose.
- C. Grantor may designate and provide, at Grantor's expense, replacement access roads across the Property outside the Conservation Area if the replacement access is located and developed to provide equivalently convenient City access to the Conservation Area.

VII. RIGHTS OF THE CITY

- A. To accomplish the Purpose, Grantor hereby conveys to the City and its agents the following rights, and no others, on the Conservation Area:
 - 1. To preserve, protect, restore and to enhance the Conservation Values of the Conservation Area and to achieve the Purpose as set forth in the Easements;
 - 2. To create, amend, and implement a Vegetation Restoration Plan ("the Plan") for the Conservation Area to achieve the Purpose set forth herein;
 - 3. To enter upon the Conservation Area for purposes of inspection, protection, restoration, monitoring and maintenance of the Conservation Area and to exercise all other rights granted to the City under the Conservation Easement, including the right to implement the Plan;

4. Except as provided herein to the contrary, to prevent any activity on or use of the Conservation Area that is inconsistent with the Purpose and to require restoration of such areas or features of the Conservation Area that are damaged by any prohibited activity or use; provided that should the City deem it necessary to take legal action against a third party who threatens to damage or has damaged the resources of the Conservation Area, the Grantor shall reasonably cooperate with the City in those efforts, but at no material cost to Grantor;
 5. To restore the natural attributes of the Conservation Area through the implementation of the Plan. As part of the Plan, the Conservation Values may be protected by undertaking a variety of activities including, but not limited to, removal of invasive plant species, planting of native species, and removal of rubbish. The City shall share the Plan with Grantor 90 days before it intends to commence work on the Plan implementation and shall consider Grantor's comments prior to implementation;
 6. To restore areas or features of the Conservation Area;
- B. To accomplish the Purpose, Grantor hereby conveys to the City and its agents the following rights, and no others, on the Access Easement: To use the existing roads and existing trails in the Access Easement or their substitutes to access the Conservation Area; the City may, if it deems necessary, use motorized vehicles such as all terrain vehicles on trails and shall reasonably repair any damage caused thereby so as to protect the general health of vegetation on the land and to prevent erosion that would harm the water quality of the Sandy River; and, if no roads or trails are available, to traverse the Access Easement by foot in order to reach the Conservation Area.
- C. Rights conveyed to the City herein do not constitute obligations. The exercise of the conveyed rights is subject to the City's sole discretion and no claim shall be asserted against the City in connection with the City's failure to exercise such rights.

VIII. REPAIR AND MAINTENANCE OF ACCESS EASEMENT AREA

- A. Both Grantor and the City may use the access roads in the Access Area if they exist at the time these easements are created, or their substitutes. Grantor shall be responsible to repair and maintain the roads in a condition at least equivalent to what existed upon the date of execution of this easement (lightly improved gravel to provide reasonable passage by passenger cars, light trucks, and other similar vehicles).
- B. Should the City damage the access roads or trails in the Access Easement, it shall repair the damage within a reasonable period, not to exceed 30 days, so that Grantor's use of the area is not unreasonably limited or restricted. If Grantor gives notice to the City of damaged conditions arising from the City's use, the City shall repair any damage it caused at the City's expense within no more than 30 days from receipt of the notice.

IX. NOTICE AND APPROVAL

A. Notice.

Except in the case when emergency action is required to remove City-caused access blockages or as provided in subsection C below, any notice from Grantor seeking approval of activities under Sections V.E. or V.O. shall be provided to the City in writing not less than 30 days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit the City to make an informed judgment as to its consistency with the Purpose and the Easements.

The City shall provide notice to the landowners one day in advance of visiting the property for work. Work hours for City staff and contractors will be between the hours of 7 am and 5 pm, Monday through Friday.

B. Approval.

Where approval by one of the parties is required hereunder, such approval shall be granted or denied in writing within 45 days of receipt of a written request for approval, and such approval shall not be unreasonably withheld. Electronic mail communications (e-mail) are deemed communications in writing.

C. Emergencies

If Grantor must undertake emergency action to protect health or safety or must act by and subject to immediate compulsion of any governmental agency, Grantor may proceed with such action without the City's approval only if Grantor notifies or reasonably attempts to notify the City prior to taking such action and the City cannot provide its approval, with or without conditions, within such time as is reasonable under the circumstances.

D. Addresses.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as either party designates by written notice to the other:

To Grantor: Clackamas County
Attn: Clackamas County Parks Manager
150 Beaver Creek Road, Room 419
Oregon City, OR 97045
Rgruen@co.clackamas.or.us

To the City: Portland Water Bureau
Attn: Manager, Bull Run Habitat Conservation Plan
1120 SW Fifth Ave., Room 600
Portland, Oregon 97204
(503) 823-6976
Steve.kucas@portlandoregon.gov

X. REMEDIES

- A. If the City or the Grantor determines that a violation of the terms hereof has occurred or is threatened, the party making such determination shall give written notice to the other party of such violation and may demand corrective action sufficient to cure the violation. Where a violation involves injury to the Conservation Easement resulting from any use or activity by or at the direction of or with the permission of either party inconsistent with the Purpose, the party so violating the terms hereof shall take corrective action sufficient to restore the portion of the Conservation Area so injured. If such party fails to cure the violation within 30 days after receipt of notice thereof (or, if the violation cannot reasonably be cured within a 30-day period, if such party fails to begin curing the violation within such period), or fails to continue diligently to cure such violation until finally cured, the party providing such notice shall have the following rights and remedies, in addition to all other rights under the Easement:
1. To bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of the Easement;
 2. To enjoin the violation, as necessary, by temporary or permanent injunction;
 3. To recover any damages to which it may be entitled for violation of the terms of the Easement or injury to any of the Conservation Values; and
 4. To require the restoration of the Conservation Area and/or Access Easement Area to the condition that existed prior to any such injury.
- B. Notwithstanding anything to the contrary in the Conservation Easement, if the City, or the Grantor, in its sole discretion, determines that immediate action is required to prevent or mitigate significant damage to the Conservation Values, such party may pursue its remedies under this section without prior notice to the other party and without waiting for the cure period to expire. The rights of the City and the Grantor under this section shall apply equally in the event of either actual or threatened violations of the terms of the Conservation Easement. Should the City or the Grantor elect to proceed under this section, they will provide notice as soon as reasonably possible.

- C. All rights and remedies described herein are cumulative and in addition to any other remedy either party may have by agreement, at law, or in equity. Partial exercise of or forbearance by either party in exercising any right or remedy shall not limit or restrict the City's subsequent exercise of such right or remedy or contemporaneous or subsequent exercise of any other right or remedy, nor shall it be construed to be a waiver by either party of any term of the Easement.
- D. Forbearance by the City or the Grantor to exercise its rights under the Easement in the event of any breach of any terms of the Easement by either party or either party's agents, employees, contractors, family members, invitees or licensees shall not be deemed or construed to be a waiver by the forbearing party of such term or any of either party's rights under the Easement. No delay or omission by the either party in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver.
- E. Grantor acknowledges that it has carefully reviewed the Easements and has been advised by the City to consult with counsel regarding its terms and conditions.
- F. Nothing contained herein shall be construed to entitle the City to bring any action against Grantor to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, natural changes, fire, flood, storm, or earth movement, or from acts of trespassers, that Grantor could not reasonably have anticipated or prevented or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms hereof are violated by acts of trespassers that the Owner could not reasonably have anticipated or prevented, the Grantor agrees, at the City's option, to join in any suit, to assign its right of action to the City, or to appoint the City its attorney in fact, for the purpose of pursuing action against the responsible parties, at no material cost to the Grantors. Nothing in this clause or agreement is intended to transfer to the City any right of the owner to pursue trespassers for damage to owner's retained rights.

XI. GENERAL PROVISIONS

- A. This easement does not limit the rights of access by the public to any portion of the Property.
- B. Except as provided herein to the contrary, Grantor retains all responsibilities for and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive liability insurance coverage (which can be part of a homeowners policy), except for those costs reasonably incurred by the City in designing, implementing, and monitoring the success of the Plan and those costs reasonably incurred to maintain the desired natural conditions on the Conservation Area. Grantor shall keep the Conservation Area free of any liens arising out of work performed for, materials furnished to, or obligations incurred by Grantor. Likewise, the City shall keep the Conservation Area free of any

liens arising out of work performed for, materials furnished to, or obligations incurred by the City.

- C. Within the liability limits stated in the Oregon Tort Claims Act, each party to this Agreement shall defend, indemnify and hold the other party harmless against all liability, loss, or expenses, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property to the extent caused by or resulting from any act, error or omission by the indemnifying party or its agents and employees in connection with the performance of this Agreement and acting within the scope of their official duties.

XII. SUBSEQUENT PROPERTY TRANSFERS

A. Grantor agrees to:

1. Incorporate the terms of the Easements by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest;
2. Describe the Easements in and append them to any executory contract for the transfer of any interest in the Property;
3. Give written notice to the City of the transfer of any interest in all or a portion of the Property no later than 45 days prior to the date of such transfer. Such notice to the City shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative.
4. The failure of Grantor to perform any act required by this subsection shall not impair the validity of the Easements or limit their enforceability in any way.

B. City Assignment

The City may assign its interest in the Property to another governmental entity or non-profit corporation with similar environmental objectives, without the consent of Grantor, on notice to Grantor. In the event that an assignee assumes the obligations of the City hereunder, then the City shall have no further liability with respect to this easement.

XIII. AMENDMENT

If circumstances arise under which an amendment to or modification of the Easements would be appropriate, Grantor and the City are free to jointly amend the Easements; provided that no amendment shall be allowed that will affect the qualification of the Easements or the status of the City under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable). Any such amendment shall be consistent with the Purpose and shall be recorded in the official records of Clackamas County, Oregon, and any other jurisdiction in which such recording is required.

XVI. SCHEDULE OF EXHIBITS

A. Legal Description of Conservation Easement Areas "A".

B. Exhibit of Conservation Easement Areas "B".

TO HAVE AND TO HOLD unto the City, its successors, and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this instrument as shown below:

Grantor:

By:

Gary Barth, Director
Clackamas County Business and Community Services Department

State of OREGON

County of _____

This instrument was acknowledged before me on _____, 2017, by Gary Barth, Director
Clackamas County Business and Community Services Department.

Notary Public for Oregon

Grantee:

By:

Michael Stuhr, P.E.
Administrator, City of Portland Water Bureau

State of OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 2017, by Michael Stuhr,
Administrator of the City of Portland Water Bureau.

Notary Public for Oregon

City of Portland Auditor's Office

By: _____
Mary Hull Caballero
City Auditor

State of OREGON
County of Multnomah

This instrument was acknowledged before me on _____, 2017, by Mary Hull Caballero,
City of Portland Auditor.

Notary Public for Oregon

APPROVED AS TO FORM

Senior Deputy City Attorney

EXHIBIT A

LEGAL DESCRIPTION

FOR A

HABITAT CONSERVATION EASEMENT

TO THE CITY OF PORTLAND, WATER BUREAU

FROM CLACKAMAS COUNTY

MAY 3, 2017

A Habitat Conservation Easement across a portion of the property conveyed to Clackamas County in Book 366 of DEEDS at Page 677 and Book 324 of DEEDs at Page 749, Clackamas County Deed Records, Clackamas County, Oregon and located in the west half of Section 23, Township 2 South, Range 6 East, Willamette Meridian, said Clackamas County, more particularly described as follows:

Commencing at the Quarter Corner common to Sections 22 and 23, said township and range, being marked by a 3.25" brass cap in a cast iron monument box set in Sleepy Hollow Drive; thence North 00°40'16" East 786.16 feet along the west line of said Section 23 to the intersection with the southerly right-of-way line of Barlow Trail Road (Clackamas County Road # 1691) and the beginning of a non-tangent curve concave southerly from which the radius point bears South 30°33'58" East 266.48 feet; thence easterly 18.34 feet along said curve through a central angle of 03°56'39", the long chord of which bears North 61°24'21" East 18.34 feet to the Point of Beginning of this description, marked by a 5/8" X 30" iron rod with a yellow plastic cap stamped "City of Portland Water Bureau"; thence continuing easterly 147.04 feet along the said southerly right-of-way line and 266.48-foot radius curve through a central angle of 31°36'57", the long chord of which bears North 79°11'10" East 145.18 feet to a 5/8" X 30" iron rod with a yellow plastic cap stamped "City of Portland Water Bureau"; thence South 85°00'22" East 152.71 feet along said right-of-way line to the beginning of a 552.96-foot radius curve concave southerly, marked by a 5/8" X 30" iron rod with a yellow plastic cap stamped "City of Portland Water Bureau"; thence easterly 190.12 feet along said curve through a central angle of 19°42'00", the long chord of which bears South 75°09'22" East 189.19 feet to a 5/8" X 30" iron rod with a yellow plastic cap stamped "City of Portland Water Bureau"; thence South 65°18'22" East 190.08 feet along said right-of-way line to the beginning of a 592.96-foot radius curve

Exhibit A - Legal Description for a Habitat Conservation Easement

Grantor: Clackamas County

Grantee: City of Portland

concave northerly, marked by a 5/8" X 30" iron rod with a yellow plastic cap stamped "City of Portland Water Bureau"; thence easterly 185.08 feet along said curve through a central angle of 17°53'00", the long chord of which bears South 74°14'52" East 184.33 feet to a 5/8" X 30" iron rod with a yellow plastic cap stamped "City of Portland Water Bureau"; thence South 83°11'22" East 265.11 feet along said right-of-way line to the beginning of a 552.96-foot radius curve concave southerly, marked by a 5/8" X 30" iron rod with a yellow plastic cap stamped "City of Portland Water Bureau"; thence easterly 125.94 feet along said curve through a central angle of 13°03'00", the long chord of which bears South 76°39'52" East 125.67 feet to a 5/8" X 30" iron rod with a yellow plastic cap stamped "City of Portland Water Bureau"; thence South 70°08'22" East 145.20 feet along said right-of-way line to the beginning of a 266.48-foot radius curve concave southwesterly, marked by a 5/8" X 30" iron rod with a yellow plastic cap stamped "City of Portland Water Bureau"; thence easterly 142.61 feet along said curve through a central angle of 30°39'44", the long chord of which bears South 54°48'30" East 140.91 feet to a 5/8" X 30" iron rod with a yellow plastic cap stamped "City of Portland Water Bureau"; thence leaving said right-of-way line the following twenty (20) courses and distances:

- 1) South 09°05'36" West 36.56 feet to a 6.00 foot carsonite post; thence
- 2) South 09°05'36" West 100.89 feet to a 6.00 foot carsonite post; thence
- 3) South 00°26'09" West 92.65 feet to a 6.00 foot carsonite post; thence
- 4) South 01°40'07" East 61.53 feet to a 6.00 foot carsonite post; thence
- 5) South 00°28'58" East 97.41 feet to a 6.00 foot carsonite post; thence
- 6) South 01°24'50" East 103.94 feet to a 6.00 foot carsonite post; thence
- 7) South 05°14'47" East 78.41 feet to a 6.00 foot carsonite post; thence
- 8) South 02°32'06" East 58.89 feet to a 6.00 foot carsonite post; thence
- 9) South 00°17'57" West 72.67 feet to a 6.00 foot carsonite post; thence
- 10) South 64°53'13" East 164.34 feet to a 6.00 foot carsonite post; thence
- 11) South 66°07'46" East 109.62 feet to a 6.00 foot carsonite post; thence
- 12) South 68°08'28" East 97.73 feet to a 6.00 foot carsonite post; thence
- 13) South 59°28'19" East 139.01 feet to a 6.00 foot carsonite post; thence
- 14) South 56°41'46" East 116.74 feet to a 6.00 foot carsonite post; thence
- 15) South 61°09'31" East 195.97 feet to a 6.00 foot carsonite post; thence
- 16) South 62°54'51" East 88.81 feet to a 6.00 foot carsonite post; thence

Exhibit A - Legal Description for a Habitat Conservation Easement

Grantor: Clackamas County

Grantee: City of Portland

17) South 62°57'34" East 92.01 feet to a 6.00 foot carsonite post; thence
18) South 89°02'07" East 55.29 feet to a 6.00 foot carsonite post; thence
19) South 66°38'03" East 165.75 feet to a 6.00 foot carsonite post; thence
20) South 39°37'34" East 37.47 feet to the north-south centerline of said Section 23,
marked by a 5/8" X 30" iron rod with a yellow plastic cap stamped "City of Portland Water
Bureau," from which the Center Quarter Corner of said Section 23, marked by a 3.25" BLM
brass cap, bears North 01°27'55" East 778.31 feet; thence South 01°27'55" West 150.00
feet along said north-south centerline to a 5/8" X 30" iron rod with a yellow plastic cap
stamped "City of Portland Water Bureau"; thence continuing South 01°27'55" West 32 feet,
more or less, to the Ordinary High Water Line on the northerly bank of the Sandy River;
thence northwesterly 2,952 feet, more or less, along said Ordinary High Water Line to the
west line of said Section 23; thence North 00°40'16" East 31 feet, more or less, along said
west line to the southwest corner of that certain tract of land described in the Deed
Document to Portland General Electric recorded in Book 625, Page 396, Clackamas County
Official Records, said Clackamas County, marked by a 5/8" X 30" iron rod with a yellow
plastic cap stamped "City of Portland Water Bureau"; thence South 75°47'32" East 181.09
feet along the south line of the said Portland General Electric tract to the southeast corner
thereof, marked by a 5/8" X 30" iron rod with a yellow plastic cap stamped "City of Portland
Water Bureau"; thence North 00°46'28" East 247.50 feet along the east line of said Portland
General Electric tract to the northeast corner thereof, marked by a 5/8" iron rod with
yellow plastic cap stamped "Morris PLS 401"; thence North 75°47'32" West 165.09 feet
along the north line of the said Portland General Electric tract to an angle point, marked by
a 5/8" X 30" iron rod with a yellow plastic cap stamped "City of Portland Water Bureau,"
from which a 5/8" iron rod with yellow plastic cap stamped "Morris PLS 401" bears North
75°47'32" West 16.22 feet; thence North 00°40'16" East 163.96 feet to the Point of
Beginning.

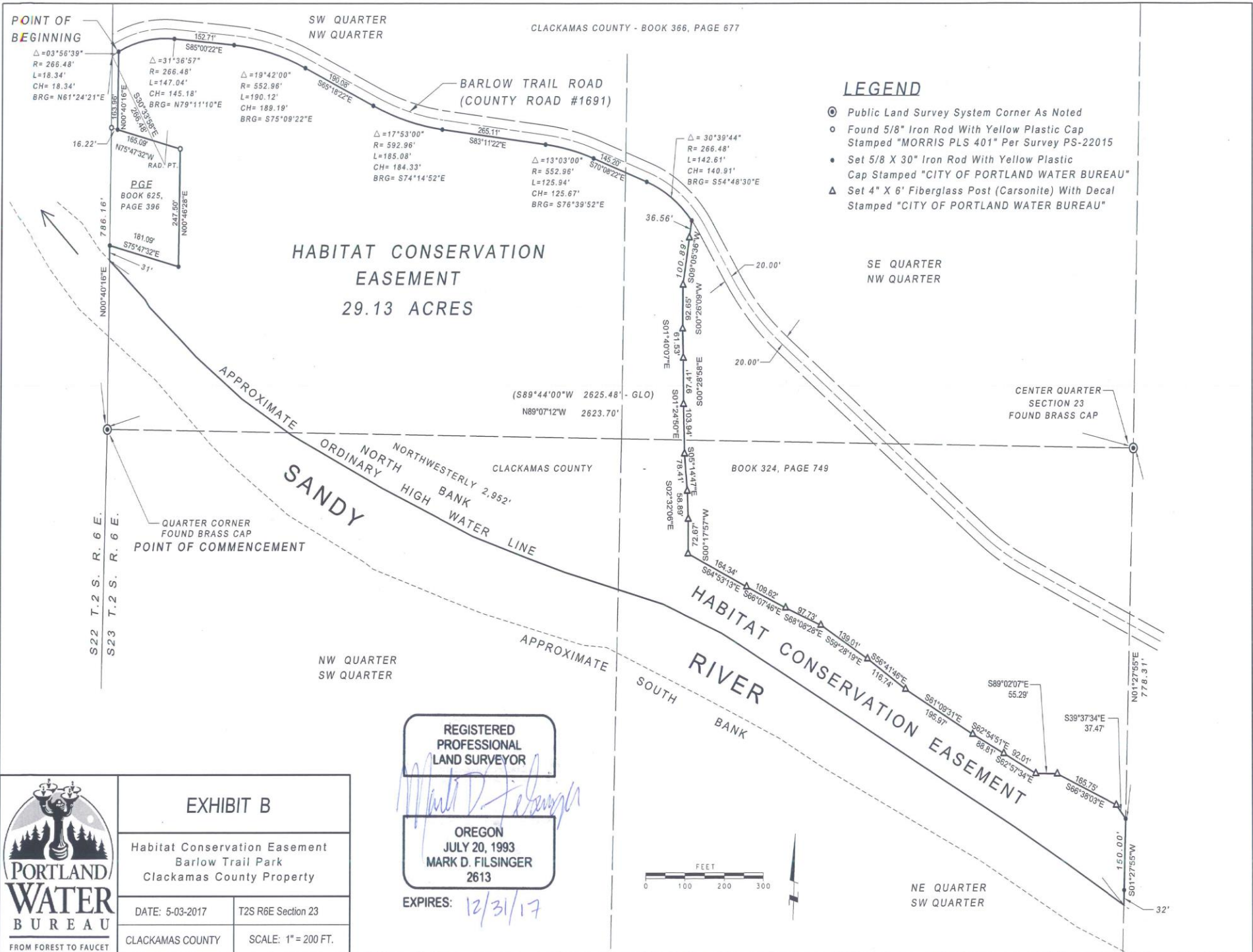
Containing 29.13 acres, more or less.

The basis of bearings for this description is the Oregon State Plane Coordinate System,
North Zone.

End of Description.



EXPIRES: 12/31/17



LEGEND

- Public Land Survey System Corner As Noted
- Found 5/8" Iron Rod With Yellow Plastic Cap Stamped "MORRIS PLS 401" Per Survey PS-22015
- Set 5/8 X 30" Iron Rod With Yellow Plastic Cap Stamped "CITY OF PORTLAND WATER BUREAU"
- ▲ Set 4" X 6" Fiberglass Post (Carsonite) With Decal Stamped "CITY OF PORTLAND WATER BUREAU"

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Mark D. Filsinger
OREGON
JULY 20, 1993
MARK D. FILSINGER
2613

EXPIRES: 12/31/17

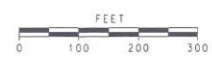


EXHIBIT B	
Habitat Conservation Easement Barlow Trail Park Clackamas County Property	
DATE: 5-03-2017	T2S R6E Section 23
CLACKAMAS COUNTY	SCALE: 1" = 200 FT.



Gary Barth
Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building
150 Beaver Creek Road Oregon City, OR 97045

June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

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

Purpose/Outcomes	Clackamas County Parks & Forest manages the Dump Stoppers program, which provides illegal dumping prevention and cleanup services on county and federal forest lands.
Dollar Amount and Fiscal Impact	\$30,000 of USDA Forest Service funds will be added to existing grant agreement number 13-SA-11060600-013. Matching funds of \$8,040 will come from FY17/18 Forest Management fund budget.
Funding Source	USDA Forest Service
Duration	Through May 15, 2018 as was stated under the original agreement, signed on May 20, 2013
Previous Board Action	Original grant agreement was approved on May 15, 2013 by the delegated authority of the BCC to BCS Director Gary Barth
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Enhance Park and Forest Health.
Contact Person	Rick Gruen, Manager County Parks & Forest
Contract No.	13-SA-11060600-013 - Modification No. 004

BACKGROUND: The Dump Stoppers program was created in 2003 to address the chronic and growing problem of waste dumping on forested lands in Clackamas County. The program goals are to: 1) clean up identified dump sites on 790,000 acres of program partner lands; 2) enforce anti-dumping laws; and 3) educate the public about the negative consequences of illegal dumping. Federal funds through the USDA Forest Service Retained Receipts provide for 72 combined days of Dump Stoppers staff labor and vehicle operation costs related to dump site cleanup. Matching funds of \$8,040 will provide for Clackamas County Sheriff patrols and enforcement support for the program.

RECOMMENDATION:

Staff recommends Board approval of Modification #4 to the USDA Forest Service Grant 13-SA-11060600-013 and authorizes Gary Barth, BCS Director or Laura Zentner, BCS Deputy Director, to sign on behalf of Clackamas County.

Respectfully submitted,

Gary Barth, Director
Business and Community Services



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	1

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 13-SA-11060600-013	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 004
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Mt. Hood National Forest 16400 Champion Way Sandy, OR 97055	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Clackamas County 150 Beaver Creek Road Oregon City, OR 97045	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: An additional \$30,000.00 is hereby added for continuation of the project. All funding previously obligated or remaining is available for use.
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: The Forest Service Administrative Contact has been changed from Anne Doolin to Jessica Clark, Gifford Pinchot NF, 987 McClellan Rd (physical) 501 E 5th St #404 (mailing), Vancouver, WA 98661, 360-891-5168, jessicaaclark@fs.fed.us
<input type="checkbox"/>	OTHER (Specify type of modification):

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

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

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

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

PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$30,000.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the County's invoice. Each invoice from the County must display the total project costs for the billing period, separated by U.S. Forest Service and the County share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the County's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. The County's name, address, and telephone number.
2. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and the County's share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement."
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.



The invoice shall be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Gwen Collier, gcollier@fs.fed.us

The following provisions are hereby added or revised:

SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).

The County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

10. ATTACHED DOCUMENTATION (Check all that apply):

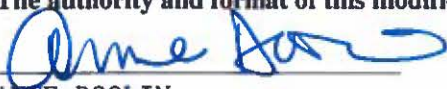
<input type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Clackamas County's Technical Proposal

11. SIGNATURES

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

11.A. SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): GARY BARTH		11.F. NAME (type or print): JIM DEMAAGD	
11.G. TITLE (type or print): Director, Clackamas County Business and Community Services		11.H. TITLE (type or print): Acting Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:  ANNE DOOLIN U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 9/15/17
---	------------------------------

FS. Agr. No. 13-SA-11060600-013



Burden Statement

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

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

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

Attachment:

USFS Agreement No.:
 Cooperator Agreement No.:
 Project Name:

Mod. No.:

Note: This Financial Plan may be used when:
 (1) No program income is expected and
 (2) The Cooperator is not giving cash to the FS and
 (3) There is no other Federal funding

Agreements Financial Plan (Short Form)

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

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$1,530.45	\$28,458.00	\$8,040.00	\$0.00	\$38,028.45
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$1,542.00	\$0.00	\$0.00	\$1,542.00
Other					\$0.00
Subtotal	\$1,530.45	\$30,000.00	\$8,040.00	\$0.00	\$39,570.45
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$137.74				\$137.74
Total	\$1,668.19	\$30,000.00	\$8,040.00	\$0.00	
Total Project Value:					\$39,708.19

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 79.75%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 20.25%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

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

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
FS Program Manager		\$306.09	5.00	\$1,530.45
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Salaries/Labor	\$1,530.45
-----------------------------	-------------------

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

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

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

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

Supplies/Materials			
Standard Calculation			
Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			

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

Printing			
Standard Calculation			
Paper Material	# of Units	Cost/Unit	Total
			\$0.00
Non-Standard Calculation			

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

Other Expenses			
Standard Calculation			
Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			

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

Subtotal Direct Costs	\$1,530.45
------------------------------	-------------------

Forest Service Overhead Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
9.00%	\$1,530.45		\$137.74
Total FS Overhead Costs			\$137.74

TOTAL COST	\$1,668.19
-------------------	-------------------

Non-Standard Calculation

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

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

Non-Standard Calculation

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

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

Non-Standard Calculation

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

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

Other Expenses				
Standard Calculation				
Item		Miles	Cost/Unit	Total
Vehicle Operation		3855.00	\$0.40	\$1,542.00
Fuel, tires, rental, etc.				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other	\$1,542.00
--------------------	-------------------

Subtotal Direct Costs	\$30,000.00
------------------------------	--------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$30,000.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$30,000.00
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WORKSHEET FOR

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

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Dump Stoppers Deputy		\$335.00	24.00	\$8,040.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Salaries/Labor				\$8,040.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Travel				\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

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

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

Non-Standard Calculation

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

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

Non-Standard Calculation	\$0.00
---------------------------------	--------

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

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation	\$0.00
---------------------------------	--------

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

Subtotal Direct Costs	\$8,040.00
------------------------------	-------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	\$8,040.00			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$8,040.00
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**Revised Appendix B - Technical Proposal for
Dump Stoppers: Illegal Dumping Education, Enforcement, and Cleanup**

**Additional Information for Modification of Agreement 13-SA-11060600-013
Adding \$30,000 of Retained Receipts Funding through Stewardship Contracting**

Modification 4 Requested April 19, 2017

Program Overview and Description of Partnerships

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

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

Additional program partners come through volunteers. For 2017 and early 2018, we anticipate organizing some large cleanup projects with some organized user groups such as target shooters and off-highway vehicle riders in a coordinated fashion with USFS staff organizational help. We also plan to work with students and staff from Timber Lake Job Corps Center. We will support two large cleanup projects with Molalla Riverwatch in the Molalla River Corridor. We also plan to work with Community Corrections crews about once per month on cleanup projects.

Cascade Towing in Estacada has given Dump Stoppers a discount on vehicle towing and has assisted the program with some very difficult vehicle extrication projects. In 2011, Molalla Discount Tire decided to donate disposition of tires at no cost to the program. For most years donated tire disposition is worth somewhere between \$500 and \$1,000+. These donations/discounts are not accounted for in Appendix D due to the unknown quantities that will be donated.

Program Funding

Between 2003 and 2011, Dump Stoppers funded by the two Title II grants (one each through the USFS Hood-Willamette Resource Advisory Committee and the BLM Salem Resource Advisory Committee) and some matching funds from Clackamas County Parks & Forest. After a steep decline in availability of Title II funds for 2012, we looked for additional sources of funding. Starting in 2012 the Forest Service has contributed funding from retained receipts from stewardship contracting on the Mt. Hood National Forest, upon recommendation for approval from the Clackamas Stewardship Partners Group and the Clackamas River Ranger District. For 2017 we were approved to receive an additional \$30,000 in retained receipts funding from the Mt. Hood National Forest which Clackamas County will match with at least \$8,040 of funding to pay the Dump Stoppers Deputy. This is in addition to other funding sources which include other funding from Clackamas County plus USFS and BLM Title II grants.

Approximately \$28,458 of the \$30,000 in retained receipts from stewardship contracting will be used to pay the Field Operations Coordinator and Field Operations Assistant for Dump Stoppers for a period of 18 weeks. The Coordinator will work full-time and the Assistant will work ½ time during these 4 months. The remaining \$1,542 will be used to cover the costs of operating the dump truck and support vehicle for things like fuel, tires, rental costs of the support vehicle, etc. In the interest of clarity and to avoid specific restrictions on expenditure of retained receipts dollars, the retained receipts funding will only be used to fund staff time while they are performing cleanup activities. Cleanup activities are performed both on USFS lands and on lands managed by other program partners. **USFS lands comprise almost 70% of the land base upon which Dump Stoppers operates (545,000 of the 790,000 total partner acres), and BLM lands comprise about an additional 10% (75,000 of the 790,000 total partner acres), which means that federal lands comprise almost 80% of the land base that Dump Stoppers works on, meaning that only about 20% of the lands the program operates on are non-federal lands.** The \$8,040 of matching funds from Clackamas County will be used to pay for 24 10-hour days of salary for the Dump Stoppers Deputy.

Our plan is to have the Dump Stoppers program in operation for approximately nine months in 2017. In recent years the program has been shut down during the winter months as one of many cost-saving measures. Any funds not necessary for 2017 program operation would be used to fund field operations of the program in 2018 up to the agreement termination date of May 15, 2018. The stewardship funding granted in 2017 plus the corresponding matching funds are equivalent to about three months of total program operation costs.

Dump Site Cleanup

Field operations consist of a field operations coordinator and an assistant (both temporary/seasonal employees) cleaning up dump sites that have been reported either by the public or program partners or that they have located while on patrol. Staff will perform more frequent patrols in areas that are known to experience high levels of dumping. Many of these routes go through several ownerships of Dump Stoppers program partners. Staff will also periodically check both the Dump Stoppers web site and the phone tip line where members of the public can report dump sites. For large projects such as heavily-used target shooting areas or extensive dump sites, the field operations coordinator will schedule cleanup project days with Community Corrections crews or large volunteer groups like Timber Lake Job Corps students. All volunteer groups are given a safety talk prior to project work. At times, additional County Forest staff may pitch in to help clean up larger more difficult sites. The Field Operations Coordinator will generally work four 10-hour days Monday through Thursday with some flexing of time for occasional Friday or Saturday cleanup projects with volunteers or Corrections Crews. Due to less availability of other program funding, the Field Operations Assistant will work approximately 20 hours per week. In terms of utilization of local work force, both the current field operations coordinator and the assistant are residents of Clackamas County, as is the Dump Stoppers Deputy.

Cleanup methods are what one would expect. Larger items such as abandoned furniture are lifted into a dump truck. Small items are picked up either using tools such as grabbers, rakes, and shovels or by gloved hands. Regular garbage is bagged in heavy-duty garbage bags when necessary. Non-hazardous waste is taken to one of two transfer sites within Clackamas County. Potentially hazardous materials are left in their containers and/or may be put into appropriate containers to prevent leakage (plastic buckets, tubs, etc.) and disposed of at the HazMat disposal area of the Metro Transfer Site in Oregon City. Items such as batteries and computer waste are separated out to be disposed of properly at the transfer stations. Abandoned vehicles are towed, and other recreational vehicles such as boat or trailers are either towed or broken down to be hauled to a transfer station. Where possible, scrap metal is salvaged and taken to a scrap metal yard. Tires are taken to Molalla Discount Tire for proper disposal/recycling.

Aquatic Resource Protection and Improvement

Dumping is a widespread problem across land ownerships in central and eastern Clackamas County. The Clackamas, Molalla, and Sandy river watersheds provide drinking water for several hundred thousand people as well as habitat for federally listed fish. Dumping of items such as household waste, tires, appliances, demolition debris, electronics, oil, vehicles, and pesticides contributes to fish and wildlife habitat degradation through contamination of soil and water and destruction of vegetation. Contaminants from hazardous materials such as battery acids, refrigerants, heavy metals contained in computer and other electronic components, pesticides, oils, paints, and other pollutants that are dumped in the forest can leach into the soil and enter the aquatic environment



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

in and near dump sites and be transported further via surface and groundwater movement. Dump sites are often located along or near streams, floodplains, drainageways, swales, and in ditch lines where running water can easily transport contaminants downstream, potentially impacting water quality for threatened and endangered fish and wildlife species as well as humans.



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

In May 2016 the Forest Service established a permanent Ecosystem Restoration policy (Forest Service Manual 2020). This policy defines restoration as the process of assisting the recovery of ecosystems that have been degraded, damaged, or destroyed. The Dump Stoppers program certainly contributes to ecosystem restoration. Cleanup and proper disposal of pollutants also helps the Forest Service meet the requirements of the Clean Water Act and other federal and state laws and regulations which require the Forest Service to deal with pollutants. Some of these laws and regulations include the Toxic Substances Act, Pollution Prevention Act, Safe Water Drinking Act, and Executive Order 12088 which discusses federal compliance with pollution control standards.

Enforcement

The Dump Stoppers deputy will not be funded via any stewardship retained receipts dollars, but will be funded through Clackamas County matching dollars, Title II funds, and some additional funding we have received from the BLM. The Deputy is an integral part of the program. The deputy will patrol all partner ownerships, concentrating more on areas that are known problem dumping spots. This year the deputy will likely work 27-30 hours per week, Thursday-Saturday. When sufficient evidence is located within a dump, the deputy will investigate, make contact with suspected perpetrators, and take appropriate enforcement action. Enforcement actions may include writing a citation and/or requiring dump site cleanup. The deputy will regularly communicate with partner agency law enforcement officers, including Forest Service and BLM officers.

The Dump Stoppers deputy makes contact with many of the forest recreationists he encounters, chatting with them about being responsible while they are enjoying their recreational activity and the potential negative consequences of illegal or dangerous behavior. The objective of this is to deter negative behaviors such as dumping and destructive target shooting and to simply add more law enforcement presence in the forest. The presence of the deputy certainly prevents some dumping activity.

An addition to our enforcement actions in the past few years is the use of motion-sensitive game cameras to improve identification of both the dumping activity itself and the people who are doing it. Cameras are routinely placed at high-traffic dumping areas which take pictures of vehicles and/or people. When the pictures allow identification of potential dumping activity and suspects, the Dump Stoppers deputy will contact the suspect and take appropriate enforcement action. Camera placement and data collection and review are performed by Dump Stoppers or County Forest staff and this work will not be funded through retained receipts dollars.

Education

While stewardship retained receipt funding is not used to pay for educational activities, education is still one of our primary objectives. The Dump Stopper deputy talks with forest visitors he encounters about proper disposal of waste brought out to the woods. Dump Stoppers has periodically written articles about our program and problems associated with illegal dumping in the *Clackamas County Citizen News*, a quarterly publication that is sent to every household within Clackamas County. Usually once or twice a year we are either contacted by or reach out to local media such as *The Oregonian*, *Estacada News*, and local television news programs to do stories related to the Dump Stoppers program.

We also distribute a map showing the major forest land ownerships (Dump Stoppers partners) in the central portion of the county. This is distributed along with a handout summarizing the recreational use policies of each of the agencies/companies. The fact that dumping is illegal on any ownership is highlighted. These are distributed to forest users by the Dump Stoppers deputy, Dump Stoppers staff, and by Dump Stoppers partners.

Monitoring and Reporting – Quality Control

Dump sites that have evidence are given case numbers and entered into a database that is maintained by program staff. Dump site location, description, and pertinent information such as photos, evidence, and a record of deputy investigation and enforcement actions are recorded in this database.

Dump Stoppers staff also record in spreadsheet format by date material that is cleaned up and disposed of, including pounds of solid waste, scrap metal, and hazardous waste as well as numbers of tires and vehicles towed. This spreadsheet also records the major river watershed that the waste came from. The Dump Stoppers deputy has also started to record address information for the visitors encountered and for people who receive citations to give us a better idea of where people are coming from who dump in our forest lands.

This information is shared with Dump Stoppers partners each year at an annual Dump Stoppers partners meeting. This meeting provides a forum for program partners to discuss program operations and address any concerns or suggestions for improvement. The 2016 Dump Stoppers Partners Meeting took place on June 16 and several Mt. Hood National Forest staff attended. The Dump Stoppers Partners Meeting this year will also likely take place in May.

We assume that the program certainly has a deterrence effect which reduces the amount of dumping and the potentially negative consequences to aquatic and terrestrial forest health, but we have not devised a good way to measure this.

A program accomplishment report can be provided at any point in time covering operations from 2003 to present date. An accomplishment report summarizing the program operations for CY 2016 has been provided to the USFS Mt. Hood National Forest.

For questions regarding this technical proposal, please contact Molly McKnight of the Clackamas County Forest Program at either 503-742-4424 or mollymck@co.clackamas.or.us



June 8, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement between
Clackamas Education Service District and Clackamas County
for Internet Service**

Purpose/Outcome	Continued provision of internet service to Library District member libraries.
Dollar Amount and Fiscal Impact	Funds budgeted at \$9,000.00 annually.
Funding Source	General fund (BCS Library Systems).
Duration	Upon execution through June 30, 2018
Previous Board Action	IGA dated 8/16/2012 between Clackamas Educational Service District (CESD) and Clackamas County for Data Center Hosting and Computing Services.
Strategic Plan Alignment	Build Public Trust through Good Government (efficient use of available County resources).
Contact Person	Greg Williams, Library Network Manager Laura Zentner, BCS Deputy Director

Background:

Clackamas County is responsible for the provision of internet service to Library District member libraries. Since 2012, Clackamas County has contracted with the Clackamas Educational Service District (CESD) to provide these services. CESD also provides optional data backup services.

Business and Community Services seeks to continue obtaining internet services from CESD.

The intergovernmental agreement has been reviewed and approved by County Counsel.

Recommendation:

Staff recommends the Board of County Commissioners of Clackamas County approve the Intergovernmental Agreement between Clackamas Education Service District and Clackamas County for Data Center Hosting and Computing Services and authorize Gary Barth, BCS Director or Laura Zentner, BCS Deputy Director, to sign the agreement.

Attachments:

- Intergovernmental Agreement between Clackamas Education Service District and Clackamas County for Internet Service.

Respectfully Submitted,

Laura Zentner, Deputy Director
Business and Community Services



STANDARD INTERGOVERNMENTAL AGREEMENT (IGA)
Library Information Network of Clackamas County – Internet Service

This agreement (“Agreement”) is between **CLACKAMAS EDUCATION SERVICE DISTRICT** (“CESD”) and **CLACKAMAS COUNTY** (“COUNTY”), (collectively, the “Parties”).

Service Description

The Parties agree as follows:

Term of Agreement. The initial Agreement term will be **July 1, 2017** through **June 30, 2018**, when the Scope of Work concludes, or one or both Parties terminate this Agreement, whichever occurs first. If no termination notice is received by the end of Agreement term date, then this contract, automatically renews for a period of one (1) year.

Scope of Work; Payment. CESD will provide services as described below. As compensation for such services, CESD will invoice the COUNTY for charges at the stated rates (Section 2) below. Charges will be invoiced **annually** for services, unless otherwise noted and payable to CESD thirty (30) days after receipt of invoice.

The **CESD** shall be responsible for the following:

Providing services as described in SECTION II

The **COUNTY** shall be responsible for the following:

Providing technical staff or needed equipment as needed to utilize service as described in SECTION II

STANDARD TERMS AND CONDITIONS

Subcontracts and Assignment. Neither party will assign any part of the Agreement without the prior written approval of the other party, and any purported assignment without written approval will be void. Despite this prohibition on assignment, CESD may subcontract, in whole or in part, its performance under this Agreement.

Termination. This Agreement may be terminated (a) by mutual agreement at any time or (b) by either party upon not less than **ninety** (90) calendar days’ advance written notice. Upon termination, COUNTY agrees to pay CESD a pro-rata amount based on the charge listed in Section 2 (Fee) through the date of termination along with any expenses directly attributable to the termination.

Access to Records. Each party will have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

Compliance with Applicable Law. Each party will comply with all applicable laws, statutes, codes, ordinances, rules, regulations and lawful orders.

COUNTY's Defense and Indemnification. COUNTY agrees to indemnify, hold harmless, reimburse and defend CESD, and its officers, agents and employees, from, for and against all claims, suits, actions, damages, and expenses, related to or arising out of this Agreement, but only to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of COUNTY, its employees, subconsultants, or anyone for whose acts COUNTY is responsible.

CESD's Defense and Indemnification. CESD agrees to indemnify, hold harmless, reimburse and defend COUNTY, and its officers, elected officials, agents and employees, from, for and against all claims, suits, actions, damages, and expenses, related to or arising out of this Agreement, but only to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of CESD, its employees, subconsultants, or anyone for whose acts CESD is responsible.

Governing Law. The provisions of this Agreement will be construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

Entire Contract. This Agreement constitutes the entire, legally-binding contract between the Parties regarding its subject matter. This Agreement supersedes any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written, not specified herein.

Waiver; Severability. The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision of this Agreement. If any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.

Modification. No waiver, consent, modification or change of terms of this Agreement will bind either party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given.

Notices. Any notice or other communication regarding this Agreement will be served in one of the following manners: (1) email delivery, (2) facsimile transmission or (3) personal delivery or by courier or messenger service that maintains records of its deliveries.

Signatures. This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A facsimile, PDF or other electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of CESD and COUNTY, respectively.

SECTION II

Service Description and Fees
LINCC – Internet & Data Center Service

Service Description:

CESD agrees to provide to COUNTY Internet service of no less than 100 megabits per second (Mbs) with bursting up to the limit of the physical or logical connection. Under the condition and subject to the terms of this agreement and provided there is no negative impact to the overall health of CESD's network.

CESD also agrees to provide to COUNTY disk-to-disk backup service with a client access web portal for self restores and deduplication & compression prior to storage.

Fee:

COUNTY agrees to pay CESD the fees and rates listed below:

Internet Usage Fee Schedule*:
(Per month, billed annually)

<u>Fee (per Mb/Month)</u>	<u>Monthly Total</u>	<u>Annual Total</u>
\$10	\$650	\$7,800.00

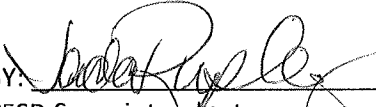
*Usage determined by 95th Percentile average monthly usage collected by Cacti and audited by CESD Network staff.

Disk-to-disk Service Fee Schedule*:
(Per month, billed annually)

<u>Fee (per GB stored)</u>	<u>Monthly Total</u>	<u>Annual Total</u>
\$.20	Varies	Varies

CLACKAMAS EDUCATION SERVICE DISTRICT

CLACKAMAS COUNTY

BY: 

CESD Superintendent

BY: _____
Authorized Signature

Date: 5/30/17

Date: _____



June 8, 2017

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of an Amendment to the Metro Nature and Neighborhoods Capital Grant
Contract Number 932554, Spring Park Natural Area Enhancement Project

Purpose/Outcomes	Provides recreational and natural area benefits to meet goals at Spring Park Natural Area.
Dollar Amount and Fiscal Impact	Contract maximum value is unchanged, at \$125,000.
Funding Source	Grant funds with minimal North Clackamas Parks and Recreation District funds. No County General Funds are involved.
Duration	Effective March 2014 and expired on November 30, 2016. Requesting extension through May of 2017
Previous Board Action	Previous item, requesting extension of grant agreement end date.
Strategic Plan Alignment	1. Honor, utilize, promote and invest in our natural resources. 2. Build public trust through good government.
Contact Person	Gary Barth, BCS Director 503-742-4299 Laura Zentner, BCS Deputy Director 503-742-4351
Contract No.	932554

BACKGROUND:

Metro's Nature in Neighborhood (NIN) grant team has awarded North Clackamas Parks and Recreation District (NCPRD) a \$125,000 capital improvement grant for enhancements to Spring Park Natural Area. This grant contract had an expiration date of November 30th, 2016. The project elements continued through the 3rd quarter of FY 16-17 with planting and volunteer events. NCPRD would like include these expenses in our reimbursement request to Metro as match to the grant.

This amendment of time will allow for funding as stated in the original contract.

This request is solely to extend the expiration date of this contract from November 30, 2016 to May 31, 2017.

This grant contract has a maximum contract value of \$125,000. County Counsel reviewed the contract in the spring of 2014. No County General Funds are involved. It was effective March, 2014 and we are requesting a new termination date of May 31, 2017.

RECOMMENDATION:

Staff recommends the Board approve this amendment and authorizes Gary Barth, BCS Director or Laura Zentner, BCS Deputy Director to sign Amendment #1 on behalf of Clackamas County.

Respectfully submitted,

Laura Zentner, Deputy Director
Business and Community Services

Amendment



AMENDMENT NO. 01

CONTRACT NO. 932554

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and Noth Clackamas Parks and Recreation District, hereinafter referred to as "Grant recipient."

This amendment is a change order to the original Scope of Work as follows:

The contract expiration date is extended from November 30, 2016 to May 31, 2017 to complete the scope of work.

Grant Recipient shall ensure that the current Certificate of Insurance on file with Metro covers this time extension.

To request reimbursement of allowable expenses, Grant Recipient will complete Metro's Reimbursement Request Form and submit an itemized statement of work completed and an accounting of all expenses incurred during the current reimbursement period. A progress report shall accompany all reimbursement requests. The form, statement, and report shall be sent to:

METRO
Attn: Oriana Quackenbush
600 NE Grand Ave.
Portland, OR 97232-2736

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

GRANT RECIPIENT

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____