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

AGENDA

*Revised

Added III.1, IV A.1, B.1, V.1 VI.1

Thursday, January 14, 2021 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-02

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PUBLIC 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. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

II. 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. Dissolution of the Shady Dell Water Control District (Jeffery Munns, County Counsel)

III. BOARD DISCUSSION ITEMS *(The following items will be individually discussed by the Board only, followed by Board action.)*

A. Health, Housing & Human Services

1. Approval of a Revenue Contract and Business Associate Agreement with CareOregon, Inc. for Behavioral Health Services in the amount of \$1,841,558. No general funds are involved. – *Behavioral Health*
2. Approval of a Subrecipient Agreement Emergency Shelter Grant in the amount of \$137,500 (ESG CV2) with Northwest Housing Alternatives to Provide Shelter Services. No general funds are involved. – *Community Development*
3. Approval of Amendment #15 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 increasing the contract by \$709,870.63 bringing the contract total to \$11,657,373. No general funds are involved. – *Public Health*
- *4. Approval of HOME Loan Documents with Green Line Affordable Development Limited Partnership for the Fuller Station Apartments project in Happy Valley, OR

B. Department Human Resources

1. Approval of 2021 Agreement amendment with Delta Dental for Administrative Services for Clackamas County's Self-Funded Dental Benefits with an estimated fiscal impact of \$4,414,282.45 which is already in the budget due to department and retiree contributions.

IV. CONSENT AGENDA(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in 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. Business and Community Services**

- *1. Approve the Concord and Gladstone Master Plan Reports and Approve Staff to Work with the Community and Consultants to Complete Design and Engineering for the Concord Property and Gladstone Library

***B. Department of Transportation & Development**

- *1. Authorization to Purchase Quantity 11 Dodge vehicles for the Clackamas County Sheriff's Office - Procurement

***C. Health, Housing & Human Services t**

- *1. Approve Request to Apply for Rental Assistance Program Funds from Treasury Department

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. NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

- *1. Approve the Concord Master Plan Report and Approve Staff to Work with the Community and Consultants to Complete Design and Engineering for the Concord Community Center, Park, and NCPRD Administrative Offices

VI. COUNTY ADMINISTRATOR UPDATE

- *1. Permission to extend CARES funding award from the State of Oregon

VII. COMMISSIONERS COMMUNICATION

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



STAFF REPORT

January 14, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

Public Hearing regarding the Dissolution of the Shady Dell Water Control District

Purpose/Outcomes	Hold a Public Hearing on the dissolution of the Shady Dell Water Control District pursuant to the procedures under ORS 198.335 to ORS 198.365. Establishment of a Board of Trustees for the purposes of paying debts and disposing of the property of the district.
Dollar Amount and Fiscal Impact	Negligible. County Counsel staff time to prepare documents for dissolution and Finance staff time to deposit funds and pay debts of District upon dissolution.
Funding Source	General Fund.
Duration	The Public Hearing must be held no less than 21 days and no more than 30 days from the date of the Board Order.
Strategic Plan Alignment	Building public trust through good government.
Previous Board Action	September 29, 2020 the Board discussed the matter at Issues and directed staff to prepare a Financial Statement as required by ORS 198.350. December 17, 2020 Order 2020-84 set this date for the public hearing.
County Counsel Review	January 6, 2021
Procurement Review	This matter is not a procurement requiring review.
Contact Person	Jeffrey D. Munns, Assistant County Counsel (503)742-5984

BACKGROUND:

The Clackamas County Treasurer's office received notice from the State of Oregon, Secretary of State's Office, on September 8, 2020, that the Shady Dell Water Control District had not filed budget documents since the year 2016, as required by ORS 297.435, ORS 297.464 and ORS 297.465.

County Counsel's office then began to investigate the status of the Shady Dell Water Control District. We were able to make contact with the District's attorney and last elected officer. The District has ceased operations. Further, the neighboring non-profit water district, Molalla River District Improvement Company, was contacted. They did not appear to be active nor interested in assuming the duties of the Shady Dell Water Control District as allowed under ORS 198.360. The matter was presented to the Board at Issues on September 29, 2020 to initiate the dissolution procedures under ORS 198.335 to ORS 198.365, and we were directed to prepare a Financial Statement as required by ORS 198.350.

After receiving and reviewing records of the District we were able to prepare the Financial Statement, attached as "Exhibit A" to Board Order 2020-84. Under the procedures of ORS 198.355 the Board set a public hearing for the purpose of considering dissolution of the Shady Dell Water Control District.

PUBLIC HEARING:

The Public Hearing is to consider any information submitted and determine if the district should continue under the criteria in ORS 198.360, or if it should be dissolved under ORS 198.365. The criteria to continue the district under ORS 198.360:

1. It is operating as an active district; or
2. There is need for the district; or
3. There is need for the district and the functions of the district could be performed by a County Service District.

If any of these conditions are present the Board should shall continue the hearing until either the operating district files the required financial reports under ORS 294.458, and 297.405 to 297.555, or a County Service District that can perform the functions of the district should initiate proceedings to incorporate or annex the area within the district under ORS 451.410- 451.610.

If the Board finds that the district is not active and that there is no need for the district, then under ORS 198.365 the Board shall appoint a board of trustees for the purpose of paying the debts and disposing of the property of the district. Staff recommends that the board of trustees be comprised of a member of the Office of County Counsel, a representative of the Clackamas County Finance Department, and a representative of the Clackamas County Treasurer's Office. The Board should sign the attached.

RECOMMENDATION:

Staff respectfully recommends approval of a Board Order Dissolving the Shady Dell Water Control District, Appointing the Board of Trustees and Directing the Trustees to deliver the books and records of the district to the County Clerk upon the completion of their duties under ORS 198.365.

Sincerely,



Jeffrey D. Munns
Assistant County Counsel

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

In the Matter of the Dissolution of the Shady Dell Water Control District, and the Appointment of a Board of Trustees to complete the duties under ORS 198.365.

Board Order No. 2021-02

Whereas, the Clackamas County Board of Commissioners having received notice from the State of Oregon, Secretary of State's Office, on September 8, 2020, that the above named district has not filed budget documents since the year 2016, as required by ORS 297.435, ORS 297.464 and ORS 297.465.

Whereas, the Board initiated the dissolution procedures under ORS 198.335 to ORS 198.365, on September 29, 2020 and directed staff to prepare a Financial Statement as required by ORS 198.350.

Whereas, the Board approved and adopted the Financial Statement and set a public hearing on the question of dissolving the District on Thursday, January 14, 2021, at 10:00 A.M.

Whereas, the Board having held the public hearing and determined that the Shady Dell Water Control District is not operating and no evidence was provided to show that it is needed.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Board dissolves the Shady Dell Water Control District.
2. The Board establishes a board of trustees for the purpose of paying the debts and disposing of the property of the district consistent with ORS 198.365.
3. The Board Appoints as trustees a member of the Office of County Counsel, a representative of the Clackamas County Finance Department, and a representative of the Clackamas County Treasurer's Office.
4. The Board directs the Trustees to deliver the books and records of the district to the County Clerk upon the completion of their duties.

DATED this 14th day of January, 2021.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

January 14, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Revenue Contract and Business Associate Agreement with
CareOregon, Inc. for Behavioral Health Services

Purpose/Outcomes	This contract provides the funding for certain behavioral health services.
Dollar Amount and Fiscal Impact	Contract maximum payment is \$1,841,558.
Funding Source	No County General Funds are involved. State of Oregon, Oregon Health Plan (OHP) provided through CareOregon.
Duration	Effective January 1, 2021 and terminates on December 31, 2021
Previous Board Action	Board reviewed and approved 2020 revenue contract January 23, 2020, Board Agenda Item 012320-A1.
Counsel Review	Contract reviewed and approved December 22, 2020 by KR
Procurement Review	Was this item reviewed by Procurement? No. Procurement review is not required for revenue contracts.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9975

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of revenue contract with CareOregon, Inc. for the funding for certain behavioral health services. This Contract provides the funds for Intensive Care Coordination for adults and children, Substance Use Disorder Care Coordination, Wraparound Services, Choice Services, and administrative support.

This Contract is effective January 1, 2021 and continues through December 31, 2021. Maximum compensation is \$1,841,558.00. County Counsel reviewed and approved this Contract on December 22, 2020.

RECOMMENDATION:

Staff recommends Board approval of this Contract and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, H3S Deputy / for

Richard Swift, Director
Health, Housing & Human Services Department

BUSINESS ASSOCIATE AGREEMENT

CareOregon, Inc.
315 SW Fifth Avenue
Portland, Oregon 97204

THE COMPANY

Clackamas County
2051 Kaen Road
Oregon City, OR 97045

BUSINESS ASSOCIATE

This Business Associate Agreement (“BAA”) is between the Company and Business Associate.

Business Associate and the Company have entered into a Behavioral Health Services Delegation Agreement (“Agreement”) effective January 1, 2021. The parties’ activities pursuant to the Agreement sometimes may involve (i) the disclosure of PHI by the Company (or another business associate of the Company) to Business Associate, (ii) the use or disclosure by Business Associate of PHI received from the Company and (iii) the transmission by Electronic Media or the maintenance in Electronic Media of Individually Identifiable Health Information by Business Associate. Accordingly, the relationship between the Company and Business Associate is subject to provisions of the HIPAA Rules. The Company and Business Associate intend to protect the privacy of PHI and the security of electronic PHI held by Business Associate in connection with the Agreement in compliance with this BAA, the HIPAA Rules and other applicable laws.

1. Definitions

Capitalized terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Rules.

- (a) “Agent” means an agent as used and defined under the HIPAA Rules and federal common law.
- (b) “Breach” has the same meaning as in 45.C.F.R. § 164.402.
- (c) “Designated Record Set” has the same meaning as in 45 C.F.R. 164.501.

(d) “Discovery” means the first day on which a Breach is known, or reasonably should have been known, to Business Associate (including any person, other than the individual committing the Breach, who is an employee or officer of Business Associate) or any Agent or Subcontractor of Business Associate.

- (e) "Effective Date" means the date first written above.
- (f) "Electronic Media" means the same as in 45 C.F.R. § 160.103.
- (g) "Electronic Protected Health Information" or "EPHI" means the same as in 45 C.F.R. § 160.103, limited for purposes of this BAA to EPHI received by Business Associate from, or received or created by Business Associate on behalf of, the Company.
- (h) "Electronic Transactions Rules" means 45 CFR Part 162.
- (i) "Fundraising" means raising funds for the Business Associate's own benefit as governed by 45 CFR § 164.514.
- (j) "HIPAA Rules" means the Privacy Rules, the Security Rules, and the Electronic Transactions Rules.
- (k) "Individual" means a person to which specific PHI applies.
- (l) "Marketing" means the same as in 45 CFR § 164.501.
- (m) "PHI" or "Protected Health Information" means the same as in 45 CFR § 160.103, limited for purposes of this BAA to PHI received by Business Associate or its Agent or Subcontractor from, or received or created by Business Associate, its Agent or Subcontractor on behalf of, the Company.
- (n) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
- (o) "Required by Law" means the same as in 45 C.F.R. § 164.103.
- (p) "Secretary" means the Secretary of the United States Department of Health and Human Services or the Secretary's designee.
- (q) "Security Incident" means the same as in 45 CFR § 164.304.
- (r) "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR Part 164, Subpart C.
- (s) "Subcontractor" means the same as in 45 C.F.R. § 160.103.
- (t) "Unsecured PHI" means the same as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate in violation of the requirements of this BAA.

(d) Business Associate agrees to report to the Company any use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate not permitted under this BAA within five business days after Business Associate becomes aware of such disclosure.

(e) Business Associate agrees to report to the Company any Security Incident, Breach of Unsecured PHI or any use or disclosure of PHI that is not authorized by this BAA of which Business Associate becomes aware.

(f) Business Associate will ensure that any Subcontractor or Agent of Business Associate using or disclosing PHI has executed a business associate agreement containing substantially the same terms as this BAA, including the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. Business Associate will ensure that any Agent to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, the Company has executed an agreement containing substantially the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. Business Associate will provide, upon written request by the Company, a list of any such Subcontractors of Business Associate and any Agents of Business Associate using or disclosing PHI.

(g) Business Associate will ensure that any permitted disclosure will be only as minimally necessary for the purpose of the disclosure.

(h) Business Associate agrees to provide access, at the reasonable request of, and in the time and manner designated by, the Company to PHI in a Designated Record Set, to the Company or, as directed by the Company, to an Individual in order to meet the requirements under 45 CFR § 164.524. If the Company requests an electronic copy of PHI that is maintained electronically in a Designated Record Set in Business Associate's custody or control or the custody or control of a Subcontractor or Agent of Business Associate, Business Associate will provide such PHI in the electronic format requested by the Company unless the PHI is not readily produced in such format, in which case Business Associate will provide another reasonable electronic format as agreed to by the parties and the Individual requesting such PHI.

(i) Within 30 days of receiving a request by the Company, Business Associate will document disclosures of PHI and information related to such disclosures in such form as would be required for the Company to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

(j) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Company pursuant to 45 CFR § 164.526, at the request of the Company or of the Individual concerned.

(k) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Company available to the Company or, at the request of the Company, to the Secretary or other regulatory official as directed by the Company, in a time and manner requested by the Company or such official for the purpose of determining the Company's or Business Associate's compliance with the HIPAA Regulations.

(l) Business Associate agrees to implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it receives from, or creates or receives on behalf of, the Company as required by the Security Rule. Business Associate will ensure that any Agent or Subcontractor to whom Business Associate provides EPHI agrees to implement reasonable and appropriate administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of such EPHI. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations with respect to all EPHI.

(m) In conducting any electronic transaction that is subject to the Electronic Transactions Rule on behalf of the Company, Business Associate agrees to comply with all requirements of the Electronic Transactions Rule that would apply to the Company if the Company were conducting the transaction itself. Business Associate agrees to ensure that any Agent or Subcontractor of Business Associate that conducts standard transactions with PHI of the Company will comply with all of the requirements of the Electronic Transactions Rule that would apply to the Company if the Company were conducting the transaction itself.

(n) Business Associate shall not disclose PHI to any member of its workforce unless Business Associate has advised such person of Business Associate's privacy and security obligations under this BAA, including the consequences for violation of such obligations. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this BAA or applicable law.

(o) Business Associate shall notify the Company of any Breach without unreasonable delay, and in no case later than five business days after Discovery of the Breach. Business Associate will require its Subcontractors and Agents to notify the Company of a Discovery of a Breach at the same time its Subcontractors and Agents notify the Business Associate and the following shall apply:

(1) Notice to the Company shall include, to the extent possible: (i) the names of the Individual(s) affected by the Breach; (ii) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured PHI that were involved in the Breach; (iv) any steps affected Individuals should take to protect themselves from potential harm resulting from the Breach; (v) a description of what Business Associate is doing to investigate the Breach, to mitigate harm to the affected Individual(s), and to protect against further Breaches; (vi) any notice Business Associate has given pursuant to 45 CFR § 164.404 and (vii) any other information that the Company reasonably requests.

(2) After receipt of notice, from any source, of a Breach involving PHI used, disclosed, maintained, or otherwise possessed by Business Associate or any Subcontractor or Agent of Business Associate, the Company may: (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on the Company's behalf, the affected Individual(s), in accordance with the notification requirements set forth in 45 CFR § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to itself provide such notice. Business Associate shall indemnify, hold harmless, and defend the Company from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs determined to be reasonable by the Company), losses, penalties, fines, and liabilities arising from or associated with the Breach, including without limitation, the costs of the Company's actions taken to: (i) notify the affected Individual(s) of and to respond to the Breach; (ii) mitigate harm to the affected Individual(s); (iii) respond to questions or requests for information about the Breach; and (iv) fines, damages or penalties assessed against the Company on account of the Breach of Unsecured PHI.

(p) Business Associate shall not use or disclose PHI that is genetic information, or sell (or directly or indirectly receive remuneration in exchange for), any PHI in violation of 45 CFR §164.502(a)(5).

(q) Business Associate shall not use or disclose PHI for Marketing or Fundraising purposes without prior written consent from the Company, subject to any conditions of such consent.

3. Permitted Uses and Disclosures by Business Associate

(a) Subject to this BAA and applicable law, Business Associate may use or disclose PHI in connection with functions, activities or services for, or on behalf of, the Company under the Agreement, provided that such use or disclosure would not violate the HIPAA Rules or the Company's own policies and procedures concerning compliance with the "minimum necessary" standard under 45 CFR § 164.502(b) if performed by the Company.

(b) Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal obligations of Business Associate, but only if:

(1) The disclosure is required by Law; or

(2) Business Associate receives reasonable assurances from any party to whom the PHI is disclosed that: (i) the PHI will be held confidentially by that party; (ii) the PHI will be used or further disclosed by that party only as required by law or for the purpose for which it was disclosed to that party; and (iii) the party agrees to notify Business Associate of any Breaches of which the party becomes aware.

4. Obligations of the Company

(a) The Company shall provide Business Associate with its notice of privacy practices produced in accordance with 45 CFR § 164.520 and any changes to such notice while this BAA is in effect.

(b) The Company shall provide Business Associate with any changes in or revocation of permission by any Individual for use or disclosure of PHI if such change or revocation affects Business Associate's permitted or required uses and disclosures of the PHI.

(c) The Company shall notify Business Associate of any restrictions on the use or disclosure of PHI that the Company have agreed to in accordance with 45 CFR § 164.522 to the extent that such restrictions affect Business Associate's use or disclosure of PHI.

5. Term and Termination

(a) This BAA shall be effective as of the Effective Date and shall terminate when all PHI provided is destroyed or returned to the Company, or, if it is infeasible to return or destroy PHI, as long as protections are extended to such PHI in accordance with (c)(2).

(b) Upon the Company obtaining knowledge of a material breach or violation of this BAA by Business Associate, the Company shall take one of the following actions:

(1) If the Company determines that the breach or violation is curable, the Company shall provide an opportunity for Business Associate to cure the breach or end the violation within a reasonable time period set by the Company, which shall not exceed 90 days. If the breach or violation is not cured or ended within the time set by the Company, the Company may: (i) immediately terminate this BAA and the Agreement; or (ii) suspend performance by the Company under the Agreement until such breach or violation is cured.

(2) If the Company determines that the breach or violation is not curable, the Company may immediately terminate this BAA and the Agreement.

(3) If the Company determines that neither a termination of this BAA and the Agreement nor a cure of a breach or violation is feasible, the Company may take such other appropriate actions to remedy, correct or mitigate the breach or violation as the Company shall determine.

(4) In addition to the forgoing, the Company may immediately terminate this BAA and the Agreement if the Company determines that Business Associate has violated a material term of this BAA concerning the Security Rule.

(c) Effect of Termination.

(1) Except as provided in paragraph (c) (2), upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI in possession of Business Associate, its Agents or Subcontractors. Business Associate, its Agents and Subcontractors shall retain no copies of the PHI.

(2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Company notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI (including PHI held by Agents or Subcontractors of Business Associate) and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate, its Agents or Subcontractors maintain such PHI.

6. Indemnification

Business Associate agrees to indemnify and hold harmless the Company from direct losses and damages suffered as a result of Business Associate's breach of its obligations under this BAA, including but not limited to direct losses and damages relating to third party claims. The obligations under this Section 6 regarding indemnification will survive any expiration or termination of this BAA.

7. Miscellaneous

(a) A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(b) The Parties agree to take such action as is necessary to amend this BAA from time to time for the Company to comply with the requirements of the HIPAA Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, as amended.

(c) The respective rights and obligations of Business Associate under Section 5 of this BAA shall survive the termination of this BAA.

(d) Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Company to comply with the HIPAA Rules and other applicable law. The section and paragraph headings of this BAA are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

(e) Subject to the following, this BAA shall not be assigned or otherwise transferred by a party without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, no such consent shall be required for either party's assignment or transfer of this BAA in connection with a merger, sale or transfer of all or substantially all of the business or assets of the assigning party.

(f) The invalidity of any term or provision of this BAA will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this BAA will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision on the same or any other occasion.

(g) Any notices permitted or required by this BAA will be addressed to the receiving party at the address shown at the top of this BAA or at such other address as either party may provide to the other.

(h) This BAA may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

(i) To the extent of any inconsistency between any other agreement between the parties and this BAA, the provisions of this BAA shall prevail.

(j) This BAA supersedes any other business associate agreement in effect among or between the parties to this BAA.

IN WITNESS WHEREOF, the parties have caused this Business Associate Agreement to be executed on their behalf by their duly authorized representatives' signatures as of the dates set forth below.

THE COMPANY

CAREOREGON, INC.

By _____
Erin Fair Taylor

Title: Chief Strategy Officer

Date: _____

BUSINESS ASSOCIATE

CLACKAMAS COUNTY

By: _____

Name: _____

Title: _____

Date: _____

**CAREOREGON
CLACKAMAS COUNTY
BEHAVIORAL HEALTH SERVICES DELEGATION AGREEMENT**

This Behavioral Health Services Delegation Agreement (“Agreement”) is by and between CareOregon, an Oregon nonprofit corporation (“CareOregon”), and Clackamas County (“County”). The Agreement between the Parties effective January 1, 2020 is hereby amended and reinstated in its entirety effective as of January 1, 2021 (“2021 A&R Effective Date”), regardless of the date of signature. The amendment and reinstatement of this Agreement does not affect its terms and conditions for Contracted Services prior to the 2021 A&R Effective Date.

RECITALS

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

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

C. County provides distinct services that CareOregon Members may be eligible for; and

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

AGREEMENT

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

**ARTICLE I
DEFINITIONS**

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

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

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

a Member.

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

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

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

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

“Provider Qualifications” has the meaning given to that term in Section 2.8.

“Records” has the meaning given to that term in Section 2.12.2.

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

ARTICLE II OBLIGATIONS AND REPRESENTATIONS OF COUNTY

2.1 Covered Services. County will accept Members as patients and provide to Members the Covered Services listed in the attached and incorporated herein Exhibits of this Agreement that are Medically Necessary (the “Contracted Services”). County will provide those Contracted Services to Members in an amount, duration and scope that is not less than the amount, duration and scope for the same services provided by County to other individuals who receive services equivalent to those Contracted Services at locations approved by CareOregon. County will ensure that Contracted Services rendered by County: (i) are within the scope of, and in accord with, the County’s and Practitioners’ license and certifications, (ii) are within the scope of privileges granted by CareOregon or the applicable Plan Partner, and (iii) meet the community professional standards relevant to the services provided. County acknowledges that the rights of Members to receive particular services is governed by the terms of the relevant Plan covering the Members.

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

2.3 Practitioners. County will ensure that all of County’s employed and contracted professionals who provide Contracted Services to Members (the “Practitioners”): (i) comply with all of the terms and conditions of this Agreement (unless the context requires otherwise), (ii) are credentialed by County prior to providing services to Members and meet CareOregon’s credentialing and recredentialing requirements as applicable, and (iii) comply with all requests for information from CareOregon related to Practitioners’ qualifications. County will not bill for or be entitled to receive

any compensation for providing any services that are inconsistent with the privileges granted to a particular Practitioner. County will be solely responsible for payment of all wages, salary, compensation, payroll and withholding taxes, unemployment insurance, workers' compensation coverage and all other compensation, insurance and benefits with respect to its employees.

2.4 Hours of Operation. County will arrange for provision of Contracted Services during normal office hours that are not less than the hours of operation offered to County's other clients.

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

2.6 Compliance with CareOregon Policies. County agrees to comply with the policies and procedures listed in Exhibit F in order to meet the obligations under this Agreement. Such compliance obligations will become effective upon CareOregon providing these policies to County. In the event that CareOregon materially changes these policies during the term of this Agreement, CareOregon will provide notice to County before requiring compliance with these material changes.

2.7 Reporting Responsibilities. County agrees to provide any reports, information, or documents reasonably requested by CareOregon or Plan Partner in the form and format requested by CareOregon or Plan Partner within a reasonable period of time. Such reports may include without limitation, reports regarding access, capacity to serve Members, utilization, performance measures, quality metrics, Member satisfaction, coordination, expenses and savings. Provider represents and warrants that any reports and data provided pursuant to this Section 2.7 shall be accurate.

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

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

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

2.8.3 If compliance with any provision of this Agreement would result in the County's or Practitioner's loss of license, County agrees to notify CareOregon within thirty (30) days of discovery of such conflict. County shall promptly notify CareOregon of any action against County or any Practitioner's professional license to practice, including but not limited to

suspension, revocation or probation. County shall also promptly notify CareOregon if a Practitioner is convicted of a felony or County is expelled or suspended from the Medicaid program.

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

2.9.1 County has the power and authority to enter into and perform the obligations described in this Agreement;

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

2.9.3 County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession; and

2.9.4 County's Practitioners shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Covered Services.

2.10 External Quality Review; Access to Records and Facilities. County shall cooperate by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, Covered Services provided under this Agreement. If copies of such records are required, County shall provide those copies at no charge. County shall provide timely access to records and facilities and cooperate with CareOregon in the collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with this Agreement, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes. County and CareOregon agree to cooperate to ensure that the confidentiality restrictions in 42 C.F.R. Part 2-Confidentiality of Alcohol and Drug Abuse Patient Records, as may be amended from time to time ("42 C.F.R. Part 2"), are complied with prior to any review. The requirements described in this Section 2.10 shall survive termination of the Agreement.

2.11 Medical Records. County shall develop and maintain a medical record keeping system that:

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

2.11.2 Conforms to accepted professional practice; and

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

2.12 Record Retention.

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

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

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

2.13.1 County will obtain Member's written consent, as required by 42 C.F.R. Part 2 and as may be specified by CareOregon, to allow Member's patient identifying information to be disclosed by County to the Plan Partners and to CareOregon and the State of Oregon, only as such disclosure is allowed by Federal law.

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

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

2.16 Informed Consent; Dignity and Respect. County shall inform Members about

available treatment options and alternatives. County shall ensure that its personnel treat Members with respect and with due consideration for their dignity and privacy to the same extent as all of County's other patients who receive services equivalent to Covered Services.

2.17 Prior Authorization. County will comply with policies and procedures related to prior authorization included in the Provider Manual and will not be entitled to receive any compensation if the County fails to comply with those policies and procedures.

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

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

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

ARTICLE III COMPENSATION AND BILLING

3.1 Compensation. In consideration of all the work to be performed under this Agreement, CareOregon shall pay County per the schedule outlined in Exhibit E. County shall be entitled to the amounts and types of compensation described in that Exhibit for furnishing Covered Services to Members in accordance with the terms and conditions of this Agreement. County agrees to accept as payment in full for Covered Services furnished to Members the compensation described in this Agreement.

3.2 Billing. County will be solely responsible to bill and collect for the provision of Covered Services under this Agreement. The primary payer for any compensation owed to County is CareOregon. County shall bill and collect for Covered Services in accordance with the following:

3.2.1 County shall comply with all relevant policies and procedures regarding audits, documentation, and any other matter related to compensation as described in the Provider Manual.

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

3.2.3 County and County's Practitioners will seek only to obtain compensation for Covered Services from the Members' applicable Plan Partner, and at no time will seek compensation

from Members other than for those items set forth in the Plan, such as applicable copayments, coinsurance and deductible amounts. In the event of non-payment by CareOregon or the applicable Plan Partner for any reason, County and County's Practitioners will not bill or otherwise attempt to collect any amounts owed.

3.3 Coordination of Benefits. County agrees to abide by policies and procedures for coordination of benefits, duplicate coverage and third-party liability policies as described in Exhibit A-1, attached hereto, and the Provider Manual. If any services to which Members are entitled are also covered under any other group or non-group health plan, prepaid medical plan, insurance policy or Workers' Compensation, County and the applicable Plan Partner shall cooperate in the investigation of all such benefits so that CareOregon or Plan Partner shall bear no more of the total cost than is required by this Agreement. Except as otherwise set forth herein, County agrees to accept the negotiated amount as payment in full, whether that amount is paid in whole or in part by the Member, Plan Partner or CareOregon, or by any combination of payers, including other payers which may pay before CareOregon or Plan Partner in the order of benefit determination.

ARTICLE IV RELATIONSHIP OF THE PARTIES

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

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

ARTICLE V TERM AND TERMINATION

5.1 Term of Agreement. When executed by both parties, this Agreement shall become effective as of the Effective Date and shall continue in effect until December 31, 2021 unless otherwise terminated pursuant to this Agreement

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

pursues such cure to completion.

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

5.3.1 County Practitioner does not fully meet all County Qualifications set forth in Section 2.8 of this Agreement at the time the relevant services are provided under this Agreement.

532 Any of County's contracted or employed personnel providing or assisting in the provision of Covered Services is excluded, debarred, suspended or declared ineligible to participate in any federal health care program, or in any federal procurement or non-procurement program and is not removed by County from providing Covered Services under this Agreement.

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

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

535 County's knowing or deliberate submission of false billing information to CareOregon or any Plan Partner.

536 County is found to be in violation of or has failed to comply with any of the requirements of this Agreement that are not curable by County due to their nature.

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

5.5 Change in Law. In the event state or federal laws are enacted, or state or federal regulations are promulgated which make this Agreement illegal under such laws or regulations, or this Agreement is otherwise deemed by appropriate state or federal governmental authorities to violate such laws or regulations, this Agreement shall be immediately amended to comply with such laws or regulations or be terminated.

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

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

5.6.2 Notification to Members of the effective date of the termination and ensure

orderly and reasonable transfer of Member care in progress, whether or not those Members are hospitalized;

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

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

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

ARTICLE VI INDEMNIFICATION

6.1 Indemnification by CareOregon. CareOregon hereby covenants and agrees to indemnify, protect, defend and hold County, County Commissioners, and County officers, employees, affiliates and agents (collectively, "Provider Parties") harmless from and against all claims, suits, actions, losses, liabilities, settlements, damages, costs, and expenses of any nature whatsoever (including reasonable attorneys' fees and expenses at trial, at mediation, on appeal, and in connection with any petition for review) resulting from, arising out of, or relating to the activities of CareOregon or its officers, employees, subcontractors, agents, and insurers under this Agreement.

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

ARTICLE VII INSURANCE

7.1 Insurance. County shall maintain, at County's sole expense, and keep in force, insurance policies, providing comprehensive general liability and professional liability or any other insurance as may be necessary to insure County and its officers, directors, agents and employees against any claim or claims for damages arising out of the providing of, or failure to provide, Covered Services pursuant to this Agreement. Evidence of insurance coverage required under this Section will be made available to CareOregon on request. County will provide CareOregon at least fifteen (15) days' advance written notice of revocation, suspension, reduction, limitation, probationary or other disciplinary action taken on any of County's required insurance coverage. A fully funded program of self-insurance shall address the above insurance requirements.

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

7.3 Workers' Compensation. All employers, including County, who work under this Agreement in the State of Oregon shall comply with ORS § 656.017 and provide Workers' Compensation coverage, unless such employers are exempt under ORS § 656.126.

ARTICLE VIII DISPUTES AND COMPLAINTS

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

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

83 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

84 Dispute Resolution. Before a Party initiates arbitration regarding a claim or dispute under this Agreement (a "**Dispute**"), the Parties shall meet and confer in good faith to seek resolution

of the Dispute. If a Party desires to initiate the procedures under this paragraph, the Party shall give notice (a "Dispute Initiation Notice") to the other Party providing a brief description of the nature of the Dispute, explaining the initiating Party's claim or position in connection with the Dispute, including relevant documentation, and naming an individual with authority to settle the Dispute on such Party's behalf. Within 20 days after receipt of a Dispute Initiation Notice, the receiving Party shall give a written reply (a "Dispute Reply") to the initiating Party providing a brief description of the receiving Party's position in connection with the Dispute, including relevant documentation, and naming an individual with the authority to settle the Dispute on behalf of the receiving Party. The Parties shall promptly make an investigation of the Dispute, and commence discussions concerning resolution of the Dispute within 20 days after the date of the Dispute Reply. If a Dispute has not been resolved within 30 days after the Parties have commenced discussions regarding the Dispute, either Party may submit the dispute to arbitration subject to the terms and conditions herein. Failure to comply with this paragraph shall not bar a party from submitting the Dispute to arbitration; however, a Party's failure to take advantage of this informal process may be considered by the arbitrator in making any award of attorneys' fees hereunder.

ARTICLE IX GENERAL PROVISIONS

9.1 Amendments.

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

9.1.2 Amendments Required by Law. CareOregon may modify this Agreement immediately to comply with changes in state or federal laws or regulations, as described in Section 5.5 of this Agreement. While CareOregon will strive to give advance notice of such Amendments to County, advance notice may not be possible if CareOregon is required to immediately amend this Agreement to comply with changes in Applicable Laws.

9.2 Notices and Communications between the Parties.

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

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

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

9.2.3 Confidential and Protected Health Information. If a notice or communication includes information which is confidential or proprietary to either or both parties and/or which includes

PHI as defined under HIPAA, then the following restrictions must be observed when communicating such information:

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

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

CareOregon, Inc.
315 SW 5th Avenue
Portland, Oregon 97204
Attention: Contract Department

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

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

9.3 Assignment of Contract, Successors in Interest.

9.3.1 CareOregon shall be permitted to assign or transfer its interest in this Agreement without prior consent of County.

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

9.4 Severability. If any term or provision of this Agreement is declared by a court of

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

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

9.6 Trade Secrets. Except as otherwise required by law, County agrees not to disclose to any third party any trade secrets that are disclosed to it as a result of its participation in this Agreement. "Trade Secrets" shall mean information that is defined as a trade secret under ORS 192.345(2). CareOregon considers the Rate and Payment Terms in Exhibit E to be a trade secret. County agrees that it will not make use of, disseminate, disclose or in any way circulate any trade secrets. Trade secrets may be used as necessary to perform the services required under this Agreement and may be disclosed by a party to this Agreement to its own employees that require access to such information for the purposes of this Agreement. This paragraph does not prevent disclosure in connection with an audit or survey in the normal course of business by regulatory authorities, certified public accountants, accrediting institutions and the like; provided the recipient is under a duty to protect the confidentiality of the information disclosed.

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

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

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

[Signature Page Follows]

The foregoing terms are agreed to by the parties.

CareOregon, Inc.

By: _____

Name: _____

Title: _____

Date Signed: _____

Clackamas County

By: _____

Name: _____

Title: _____

Date Signed: _____

TIN: _____

EXHIBIT A

CAREOREGON PLAN PARTNERS

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

KaiserFoundation Health Plan

Legacy Health PacificSource

OHSU Health

Providence Health & Services – Oregon

EXHIBIT A-1

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

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

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

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

Health Share

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

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

The parties further acknowledge and agree that in the event that any provision, clause or application of this Exhibit is ambiguous with respect to the delegation of CCO Contract provisions due to drafting, technical or similar issues, the parties shall interpret this Exhibit in a manner consistent with the original intention of the parties, to allow CareOregon to delegate duties and obligations to Subcontractor related to providing services that are Covered Services, as outlined in the attached scopes of work, to Members under the CCO Contract as CareOregon deems reasonably possible and appropriate in light of Subcontractor's mission and objectives.

- 3. Performance of Exhibit.** Subcontractor agrees to perform its duties and obligations under this Exhibit in accordance with the CCO Contract provisions listed in Exhibit F, applicable federal, state, and local laws, the terms and conditions of this Exhibit, and the applicable policies and

procedures adopted by CareOregon as set forth in Exhibit F and provided to County. If Subcontractor fails to comply with any provisions of this Exhibit A-1 or with CareOregon policies and procedures listed in Exhibit F, CareOregon may terminate this Agreement or Exhibit as outlined in the Termination provisions in Article V of the Agreement.

4. **Definitions.** Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, Exhibit A.
5. **Statements of Work.** Specific service level statements of work for Covered Services associated with these general requirements for delegated services under the CCO contract will be attached to this Exhibit.
 - a. **Payment Contingent on CCO Receiving Payment.** Under Exhibit B, Part 4, Section 12(d), Subcontractor understands and agrees that if CareOregon is not paid or not eligible for payment by OHA for services provided because the applicable CCO is not paid, Subcontractor will not be paid or be eligible for payment by OHA.

6. Key Deliverables

- a. **Reporting Requirements.** Subcontractor will assist in all applicable reporting requirements in the CCO Contract associated with the scope of the delegated health plan services being performed as outlined in the statement(s) of work. CareOregon will share these CCO Contract reporting requirements with Subcontractor as soon as reasonably possible so Subcontractor can adequately prepare to produce such reports. Additionally, Subcontractor will produce any additional reports as reasonably requested by CareOregon in order for it to carry out its oversight and monitoring duties.
- b. **Financial Reporting Requirements.**
 - i. Subcontractor shall follow and use Statutory Accounting Principles in the preparation of all financial statements and reports filed with CareOregon, unless CareOregon policies and procedures or written reporting instructions allow otherwise.
 - ii. Subcontractor shall maintain sound financial management procedures and demonstrate to CareOregon through proof of financial responsibility that it is able to perform the work required under this Contract efficiently, effectively and economically and is able to comply with the requirements of this Contract.
 - iii. Subcontractor shall cooperate with CareOregon to submit any information required for CareOregon to complete the reporting required under Exhibit L of the CCO Contract including but not limited to annual, quarterly, and audited financial statements as needed.
- c. **BAA required for Delegated Health Plan Services.** The services provided under this Exhibit are being delivered on behalf of CareOregon because Subcontractor is performing on contractual obligations for health plan services. This is distinct from the actual delivery of health care services as outlined in other parts of this agreement. As a result, under this Exhibit

Subcontractor is acting as the Business Associate of CareOregon and a Business Associate Agreement is required to be executed between the parties.

d. Additional Actions Required Following Notice of Termination. After providing notice of termination to CareOregon under Article V, Subcontractor shall:

- i. Submit to CareOregon a Transition Plan detailing how Subcontractor will fulfill its continuing obligations under this Exhibit and identifying an individual (with contact information) as Subcontractor's transition coordinator. The Transition Plan is subject to approval by CareOregon. Subcontractor shall make revisions to the plan as requested by CareOregon. Failure to submit a Transition Plan and obtain written approval of the Transition Plan by CareOregon may result in CareOregon extending the termination date by the amount of time necessary in order for CareOregon to provide a Transition Plan or approve the Transition Plan submitted by Subcontractor. The Transition Plan shall include the prioritization of high-needs Members for care coordination and any other Members requiring high level coordination.
- ii. Submit reports to CareOregon every thirty (30) calendar days five (5) days prior to the OHA reporting deadline, or as otherwise agreed upon in the Transition Plan, detailing Subcontractor's progress in carrying out the Transition Plan. Subcontractor shall submit a final report to CareOregon describing how Subcontractor has fulfilled all its obligations under the Transition Plan including resolution of any outstanding responsibilities.
- iii. Maintain adequate staffing to perform all functions specified in this Exhibit during any transition of care.
- iv. Cooperate with CareOregon to arrange for orderly and timely transfer of Members from coverage under this Exhibit to coverage under new arrangements authorized by CareOregon. Such actions of cooperation shall include but are not limited to Subcontractor continuing to provide care coordination until appropriate transfer of care can be arranged for those Members in a course of treatment for which change of Subcontractors could be harmful, so long as CareOregon agrees to compensate Subcontractor for such services for up to thirty (30) days after contract termination.

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

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

f. External Quality Review. Subcontractor shall cooperate with CareOregon, the applicable CCO, and OHA by providing access to records and facilities for the purpose of an annual

external, independent professional review of the quality outcomes and timeliness of, and access to Covered Services furnished under this Exhibit, pursuant to CCO Contract Exhibit B, Part 10, Section 8.

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

h. Program Integrity.

- i. **Overview of OHA Monitoring and Compliance Review.** OHA is responsible for monitoring CCO compliance with the terms and conditions of the CCO Contract and all applicable laws. If after conducting an audit or other compliance review of the CCO and CareOregon, Subcontractor's compliance cannot be determined, or if OHA determines that the CCO, CareOregon, and/or Subcontractor has breached the terms or conditions of the CCO Contract, OHA may impose Sanctions on the CCO which will be applied to CareOregon and Subcontractor in so far as the Sanctions relate to that entity's work performed under this Exhibit. A larger explanation of OHA's authority and potential sanctions are contained in Exhibit B, Part 9.
- ii. Exhibit B, Part 9, Sections 10-18 of the CCO Contract is delegated to Subcontractor. These sections require Subcontractor to (i) develop and implement Fraud, Waste, and Abuse prevention policies and procedures that ensure compliance with 42 CFR Part 455, 42 CFR Part 438, Subpart H, and OAR 410-120-1510; and (ii) annually

create a plan for implementing its policies and procedures. It is a requirement of the CCO and CareOregon to ensure that Subcontractor, as a subcontractor, complies with the terms and conditions set forth in Exhibit B, Part 9, Sections 11-18. Oversight and monitoring of these requirements may be performed at regular intervals including but not limited to at minimum an annual Delegation Oversight review.

- i. Privacy, Security and Retention of Records.** Exhibit B, Part 8, Section 2 of the CCO Contract is delegated to Subcontractor.
 - j. Participation in Health Equity Plan.** CareOregon must work with the CCO(s) to develop and implement a Health Equity Plan designed to address the cultural, socioeconomic, racial, and regional disparities in health care that exist among OHP members and the communities within the CCO(s) Service Area. In so far as the Health Equity Plan includes functions that Subcontractor is performing on behalf of CareOregon, Subcontractor will participate and contribute to the development and execution of the Health Equity Plan.
- 7. CCO Subcontractor Requirements.** As a Subcontractor of CareOregon, under the CCO Contract, Subcontractor is required to comply with Exhibit B, Part 4, Section 11; Exhibit B, Part 9, Sections 11-18; Exhibit E, Required Federal Terms and Conditions in its entirety; Exhibit D, Section 20 which requires subcontracts to include Exhibit D, Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, 31, 32, and 33.
- a. Subcontractor Requirements**

Subcontractor agrees to comply with the general Subcontractor Requirements listed in Exhibit B, Part 4, Section 11 of the CCO Contract which is summarized above in this Exhibit under Section 6(g), to the extent they apply to Subcontractor's scope of work under this Exhibit.
 - b. Program Integrity Requirements**

Subcontractor agrees to comply with the Program Integrity requirements listed Exhibit B, Part 9, Sections 11-18 which is summarized above in this Exhibit under Section 6(h), to the extent they apply to Subcontractor's scope of work under this Exhibit.
 - c. Required Federal Terms and Conditions**

Subcontractor agrees to comply with the federal requirements listed in the CCO Contract, Exhibit E to the extent they apply to Subcontractor's scope of work under this Exhibit.
 - d. Governing Law, Consent to Jurisdiction** (CCO Contract, Exhibit D, Section 1)

This Exhibit shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding collectively, the "Claim") between OHA or any other agency or department of the State of Oregon, or both, and the CCO that implicates CareOregon and its downstream Subcontractors that arises from or relates to this Exhibit shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, (a) if federal jurisdiction exists then OHA may remove the Claim to federal court, and (b) if a Claim must be brought in or is removed to a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Subcontractor agrees that a suit brought by the State of Oregon can be in the jurisdiction of any court and it is entitled to any form of defense to or immunity from any Claim whether sovereign immunity, governmental immunity,

immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. SUBCONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

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

- i. Subcontractor shall comply and cause all its Subcontractors to comply with all State and local laws, regulations, executive orders and ordinances applicable to the CCO Contract or to the performance of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of Behavioral Health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the CCO Contract and required by law to be so incorporated. OHA's performance under the CCO Contract is conditioned upon Subcontractor's compliance with the provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Subcontractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- ii. In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Contractor under this Contract to Clients or Members, including Medicaid-Eligible Individuals, shall, at the request of such Clients or Members, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision. Subcontractor shall cause all Subcontractors under this Contract to comply with the requirements of this provision.
- iii. Subcontractor shall comply with the federal laws as set forth or incorporated, or both, in the CCO Contract and all other federal laws applicable to Subcontractor's performance under this Exhibit as they may be adopted, amended or repealed from time to time.

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

- i. Subcontractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- ii. If Subcontractor is currently performing work for the State of Oregon or the federal government, Subcontractor by signature to this Contract, represents and warrants that Subcontractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes,

rules or regulations of the State of Oregon or federal agency for which Subcontractor currently performs work would prohibit Subcontractor's Work under this Contract. If compensation under this Exhibit is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.

- iii. Subcontractor is responsible for all federal and State taxes applicable to compensation paid to Subcontractor under this Exhibit and, unless Subcontractor is subject to backup withholding, CareOregon will not withhold from such compensation any amounts to cover Subcontractor's federal or State tax obligations. Subcontractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under this Exhibit, except as a self-employed individual.
- iv. Subcontractor shall perform all Work as an Independent Contractor. CareOregon reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, CareOregon may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Work.

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

- i. Subcontractor's Representations and Warranties. Subcontractor represents and warrants to CareOregon that:
 - 1. Subcontractor has the power and authority to enter into and perform this Exhibit;
 - 2. This Exhibit, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms;
 - 3. Subcontractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subcontractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Subcontractor's industry, trade or profession;
 - 4. Subcontractor shall, at all times during the Term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and
 - 5. Subcontractor prepared its Application related to this Exhibit, if any, independently from all other Subcontractors, and without collusion, Fraud, or other dishonesty.
- ii. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

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

- i. Subcontractor shall maintain, and require its Subcontractors and Participating Providers to maintain, all financial records relating to this Contract in accordance with best practices. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to this Exhibit, in such a manner as to clearly document Subcontractor's performance. All

Clinical Records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor whether in paper, electronic or any other form, that are pertinent to this Contract, are collectively referred to as "Records." Subcontractor acknowledges and agrees that CareOregon, OHA, CMS, the Oregon Secretary of State, DHHS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all Subcontractor, Participating Provider, and Subcontractor Records for the purpose of performing examinations and audits and make excerpts and transcripts, evaluating compliance with this Exhibit, and to evaluate the quality, appropriateness and timeliness of services. Subcontractor further acknowledges and agrees that the foregoing entities may, at any time, inspect the premises, physical facilities, computer systems, and any other equipment and facilities where Medicaid-related activities or Work is conducted or equipment is used (or both conducted and used).

1. The right to audit under this section exists for ten (10) years from, as applicable, the Expiration Date or the date of termination, or from the date of completion of any audit, whichever is later.
 2. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Subcontractor's personnel and the personnel of any downstream Subcontractors for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period, but shall last as long as the records are retained.
- ii. Subcontractor shall retain and keep accessible all Records for the longer of ten (10) years or:
1. The retention period specified in the CCO Contract for certain kinds of records;
 2. The period as may be required by Applicable Law, including the records retention schedules set forth in OAR Chapters 410 and 166; or
 3. Until the conclusion of any audit, controversy or litigation arising out of or related to this Exhibit.
- iii. In accordance with OAR 410-141-5080, OHA has the right to provide the Oregon Department of Consumer and Business Services with information reported to OHA by CareOregon and its Subcontractors provided that OHA and DCBS have entered into information sharing agreements that govern the disclosure of such information.

i. Information Privacy/Security/Access (CCO Contract, Exhibit D, Section 16)

If the Work performed under this Contract requires Subcontractor or, when allowed, its downstream Subcontractor(s), to access or otherwise use any OHA Information Asset or Network and Information System to which security and requirements apply, and CareOregon grants Subcontractor access to such CareOregon assigned OHA Information Assets or Network and Information Systems, Subcontractor shall comply and require any downstream Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300

through 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

- j. Assignment of Contract, Successors in Interest (CCO Contract, Exhibit D, Section 19)**
 - i. Subcontractor shall not assign or transfer its interest in this Exhibit, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of CareOregon. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA or CareOregon may deem necessary, including but not limited to Exhibit B, Part 8, Section 14. No approval by CareOregon of any assignment or transfer of interest shall be deemed to create any obligation of CareOregon in addition to those set forth in the Contract.
 - ii. The provisions of this Exhibit shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

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

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

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

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

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

- vi. Special Terms and Conditions:

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

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

The following requirements survive Exhibit expiration or termination indefinitely:

 - a. Reconciliation of Risk Corridor Payments;
 - b. Reconciliation and right of setoffs;
 - c. Recoupment of MMLR Rebates;
 - d. Reconciliation of prescription drug rebates;
 - e. Recoupment of capitation paid for Members deemed ineligible or who were enrolled into an incorrect benefit category; and
 - f. Recoupment (by means of setoff or otherwise) of any identified Overpayment.

6. Sanctions and Liquidated Damages

- a. Exhibit expiration or termination does not limit OHA's ability to impose Sanction or Liquidated Damages for the failures or acts (or both) of the CCO and its downstream Subcontractors as set out in Exhibit B, Part 9 of the CCO Contract.
- b. The decision to impose a Sanction or Liquidated Damages does not prevent OHA from imposing additional Sanctions against CCO and its downstream Subcontractors at a later date.

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

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

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

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

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

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

- i. Subcontractor shall immediately report any evidence of Child Abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, the Subcontractor shall notify the referring caseworker within 24 hours. Subcontractor shall immediately contact the local DHS Child Protective Services office if questions arise whether an incident meets the definition of Child Abuse or neglect.
- ii. Subcontractor shall comply, and shall require its employees and subcontractors to comply, with all protective services, investigation and reporting requirements described in any of the following laws:
 1. OAR 407-045-0000 through 407-045-0370 (abuse investigations by the Office of Investigations and Training);
 2. ORS 430.735 through 430.765 (persons with mental illness or developmental disabilities);
 3. ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse); and
 4. ORS 441.650 to 441.680 (residents of long term care facilities).

EXHIBIT B

DELEGATION OF CARE COORDINATION AND INTENSIVE CARE COORDINATION (ICC) FOR SPECIFIC POPULATIONS

A. Statement of Work

1. Services.

- a. Care Coordination services will be provided as outlined in Exhibit M, Section 11 of the CCO Contract, as amended by the OHA from time to time, and OAR 410-141-3860, OAR 410-141-3870, and OAR 410-141-3865.
- b. Intensive Care Coordination (ICC) services will be provided in compliance with OAR 410-141-3500, OAR 410-141-3860 and OAR 410-141-3870, the applicable sections of Exhibit B, Parts 2 and 4, and Exhibit M, Section 6, 11 and 19, of the CCO Contract, as amended by the OHA from time to time.

2. Scope.

- a. Intensive Care Coordination services for members with behavioral health and substance use disorder (SUD) diagnoses, including screening members for such services, will primarily be provided by Provider. Routine (non-intensive) care coordination services for all other populations will be provided by CareOregon. Individuals may transfer between routine and intensive care coordination depending on level of care needed. The parties understand that ICC services are provided by both Provider and CareOregon. However, CareOregon primarily provides ICC services to members with complex physical health diagnoses. Additional roles and responsibilities are outlined in the shared operational procedures between Provider and CareOregon.
- b. CareOregon may define other prioritized populations for the provider to manage and engage in ICC including but not limited to members who admit to a psychiatric unit, repeatedly use emergency departments for mental health and/or substance use needs, and who access other high levels of care including subacute, Psychiatric Residential Treatment Services (PRTS), Psychiatric Day Treatment Services (PDTS), and Crisis Stabilization.
- c. Provider shall continue ICC engagement and discharge planning when a member has been approved for long-term care services.
- d. **Non-Covered Services with Care Coordination.** Provider will coordinate services for members who require health services not covered by the Oregon Health Plan as outlined in Exhibit B, Part 2, Section 9 of the CCO Contract.
- e. **Non-Covered Services without Care Coordination.** Provider is not required to provide care coordination for services that are not covered by the Oregon Health Plan, (Non-Covered Services), as outlined in Exhibit B, Part 2, Section 10 of the CCO Contract. These include physician assisted suicide, hospice services for members residing in a skilled nursing facility, school-based health services that are Covered Services provided in accordance with the Individuals with Disabilities Education Act requirements that are reimbursed with the educational services program, and Administrative examinations under OAR 410-130-0230.

3. **Assertive Community Treatment (ACT)**

- a. For members in the ICC program, Provider shall ensure that the ACT provider or the Intensive Care Coordinator meets with the Member face-to-face to discuss ACT services and provide information to support the Member in making an informed decision regarding participation. This must include a description of ACT services and how to access them.
- b. The ACT provider or Intensive Care Coordinator shall be responsible for engaging with any ICC member who is eligible and declines to participate in ACT in an attempt to identify and overcome barriers to the Member's participation, and shall:
 - i. Document efforts to provide ACT to individuals who initially refuse ACT services and efforts to accommodate their concerns.
 - ii. Facilitate access to alternative Evidence-Based intensive services if Member continues to decline participation in ACT, which must include coordination with an Intensive Care Coordinator.
- c. Provider will track and record all referrals for ACT that the Provider screens and will report the disposition of these members assessed for ACT, to assist with CareOregon's ACT reporting requirements to OHA.

B. Miscellaneous Terms

1. **Caseload Ratio.** Target caseloads for Provider's workforce will average between 1:17 to 1:22 staff-to-member ratio on a quarterly basis. If the caseload of Provider's workforce exceeds this target range, CareOregon or Provider may initiate a meeting to discuss the continued feasibility of the agreement contained within this Exhibit and to ensure that funding paid under this Exhibit adequately reflects services provided. This could potentially lead to a decision to add more capacity, or a revision of priority populations, length of services, etc.
2. **Authorized User of GSI.** Provider will become an authorized user of GSIHealth Coordinator ("GSI") software via a contract held by CareOregon, Inc. and GSI Health. GSI is a population health management platform utilized to manage patient care by interdisciplinary care teams with a consolidated care plan. It is a cloud based, software-as-a-service ("SaaS") platform.
 - a. **Privacy Compliance.** Provider will submit evidence of regular HIPAA training of all staff who deliver services under this agreement and/or are users of GSI to CareOregon. Provider will also submit copies of their privacy compliance policies to CareOregon annually. If any breach of CareOregon or Provider's privacy policies occur as it relates to the use of GSI, the parties will coordinate an appropriate response in compliance with applicable laws.

EXHIBIT C

DELEGATION OF WRAPAROUND AND SYSTEM OF CARE GOVERNANCE

A. Statement of Work

1. Definitions.

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

2. Services. Wraparound and System of Care Governance services will be provided as outlined in Exhibit M, Section 19, subsections (m), (n), (o), and (p)(iii) of the CCO Contract.

- a. Wraparound Supports: Provider shall provide Wraparound supports to eligible Members in accordance with OAR 309-019-0324 and 309-019-0326.
 - i. Provider may contact OHA's Wraparound and System of Care Coordinator in the Child and Family Behavioral Health Unit for technical assistance with drafting its Wraparound policies and procedures.
 - ii. Caseload Ratio. Wraparound services are required to be provided in a 1:15 ratio. If the caseload of Provider's workforce exceeds a 1:15 staff to member ratio in the aggregate for 90 or more business days Provider may initiate a meeting with CareOregon to discuss the continued feasibility of the agreement contained within this exhibit. This could potentially lead to a decision to add more capacity, or a revision of priority populations, length of services, etc.
 - iii. Provider will work with CareOregon to ensure sufficient funding and resources to implement Wraparound Care Coordination Services to Fidelity for Members seventeen (17) years and younger for any of the following situations:
 1. Placement in Secure Adolescent Inpatient Program (SAIP), Secure Children's Inpatient Program (SCIP);
 2. Psychiatric Residential Treatment Services (PRTS) or the Commercial Sexually Exploited Children's residential program funded by OHA; and
 3. Children meeting local/regional Wraparound Initiative entry criteria.
 - iv. Provider shall convene and maintain a Wraparound Review Committee in accordance with OAR 309-019-0324 and OAR 309-019-0326.
 - v. Provider shall ensure the implementation of Fidelity Wraparound by hiring and training the following staff:
 1. Wraparound Care Coordinator;
 2. Wraparound supervisor;
 3. Wraparound Coach;
 - vi. Provider shall ensure Behavioral Health Providers (including day treatment, PRTS, SAIP and SCIP Providers) are trained in Wraparound values and principles and the Provider's role within the Wraparound child and Family Team. Provider may partner with other counties in offering this training.

- vii. OHA and CareOregon will review Behavioral Health data and conduct Fidelity reviews in order to determine whether the CCO, CareOregon, and Provider has complied with its Wraparound obligations under the CCO Contract Para. n, Sec. 19, Ex. M. Fidelity reviews will occur as follows: (i) in accordance with OAR 309-019-0326(15), (ii) in connection with receipt of Wraparound Fidelity Tool Index Tool (WFIEZ) used by OHA, (iii) once per biennium, and (iii) as may be requested from time to time by OHA or CareOregon. OHA and CareOregon shall have the right to request, and upon any such request, Provider shall promptly provide CareOregon and OHA with, information and documents created as a result of the provision of Wraparound Services, including, without limitation, the documentation generated as a result of assessments conducted under OAR 309-019-0326(9)-(11) and any other information and documentation related to its compliance review. OHA and CareOregon shall also have the right to conduct interviews of those families enrolled in Wraparound services, Wraparound coaches, and other third-parties involved in the provision and authorization of Wraparound services.
- b. Provider shall develop and implement Cost-Effective comprehensive, person-centered, individualized, and integrated community-based Child and Youth Behavioral Health services for Members, using System of Care (SOC) values.
 - i. Provider shall participate in the establishment and maintenance of a System of Care in its Service Area.
 - ii. Provider shall participate in a SOC governance structure
 - 1. The SOC governance structure shall consist of a Practice Level Workgroup, Advisory Committee, and Executive Council with a goal of meaningful youth and family representation.
 - 2. The Practice Level Workgroup shall review Wraparound practice barriers, remove barriers when possible, and submit system barriers that remain unresolved to the SOC Advisory Committee and/or Executive Council for resolution and/or advancement to the State System of Care Steering Committee.
 - 3. The Practice Level Workgroup must consist of representatives of Providers who supervise individuals from local public child serving agencies (Child Welfare, education, juvenile justice, OYA, Tribal communities, intellectual/developmental disabilities, Behavioral Health) and must include meaningful participation from youth and Family members.
 - 4. The Advisory Committee shall advise on policy development, implementation, review Fidelity and outcomes, and provide oversight using a strategic plan. It shall respond to system barriers which the Practice Level Workgroup cannot resolve, making recommendations to the Executive Council as needed. CareOregon shall have at least one seat on the Advisory Committee.
 - 5. The Advisory Committee must consist of representatives of Providers, local public child serving agencies (Child Welfare, education, juvenile justice, OYA, Tribal communities, intellectual/developmental disabilities,

- Behavioral Health) all of whom must have authority to make program level financial and policy changes and must include meaningful participation from youth and Family members.
6. The Executive Council shall develop and approve policies and shared decision-making regarding funding and resource development, review project outcomes, and identify unmet needs in the community to support the expansion of the service array.
 7. The Executive Council must consist of representatives of the Contractor, Providers, local public child serving agencies (Child Welfare, education, juvenile justice, OYA, Tribal communities, intellectual/developmental disabilities, Behavioral Health) all of whom must have authority to make program level financial and policy changes, and must include meaningful participation from youth and Family members. CareOregon shall have at least one seat on the Executive Council.
- iii. Provider shall, for each Contract Year, assist CareOregon with its obligation under the CCO Contract to submit an annual behavioral health report to OHA on behavioral health metrics. Provider shall collect and submit to CareOregon the information needed for the annual behavioral health report in advance of OHA's reporting deadline. CareOregon shall give Provider reasonable notice in advance of the OHA reporting deadline. In order to identify the information required for the report, Provider shall consult the Annual Behavioral Health Report Documents posted on the Oregon Health Authority CCO Contract Forms website, <https://www.oregon.gov/oha/HSD/OHP/Pages/CCO-Contract-Forms.aspx>
 - iv. Provider shall, for each Contract Year, assist CareOregon with its obligation to Health Share to create quarterly reports for the System of Care Statewide Steering Committee (Statewide.SOC@dhs.oha.state.or.us) within thirty (30) days after the end of each calendar quarter. Provider shall provide copies of its quarterly reports to CareOregon. Each report must include the following information:
 1. Barriers that were submitted by the community to the appropriate committee within the SOC governance structure;
 2. Resolved and unresolved outcomes and barriers that were sent to the Statewide SOC Steering Committee;
 3. Sources of funding within the SOC governance structure and what type of funding was used;
 4. List of system partners involved; and
 5. Data-informed priorities for the following Contract Year.
- c. Provider shall ensure a CANS Oregon is administered to all Members served through the high Fidelity Wraparound care planning as follows:
 - i. Provider shall complete a CANS Oregon within thirty (30) days of initial program enrollment, every ninety (90) days thereafter, after a significant event, and upon exit from the Fidelity Wraparound program.

B. Miscellaneous Terms

- a. Workforce.** CareOregon and Provider acknowledge that the State of Oregon is facing a widespread behavioral health workforce challenge. As a result, Provider agrees to notify CareOregon if they are facing workforce issues that impact their ability to adequately perform under the terms of this agreement.

EXHIBIT D

DELEGATION OF CCO RESPONSIBILITIES UNDER THE CHOICE PROGRAM

A. Statement of Work

1. **Services.** Provider will satisfy CCO responsibilities as it relates to the Choice Program outlined in Exhibit M, Section 13(c)-(e) of the CCO Contract which is titled, "Oregon State Hospital" as follows:
 - a. Provider shall, in accordance with OAR 309-091-0000 through 309-091-0050:
 - (1) Coordinate with applicable parties as needed regarding discharges for all adult Members with SPMI;
 - (2) Coordinate care for Members during discharge planning for the return to Home CCO or to the Receiving CCO if Member will be discharged into a different Service Area when Member has been deemed ready to transition;
 - (3) Arrange for physical, dental, and Behavioral Health care Services Care Coordination;
 - (4) Provide access to Case Management Services, Care Coordination and discharge planning for timely follow up to ensure Continuity of Care;
 - (5) Coordinate with OHA regarding Members who are presumptively or will be retroactively enrolled in Oregon Health Plan upon discharge;
 - (6) Arrange for all services to be provided post-discharge in a timely manner; and
 - (7) Facilitating access to Evidence-Based intensive services for adult Members with SPMI discharged from OSH who refuse ACT services.
 - b. Discharges from OSH shall not be to a secure residential treatment facility unless Medically Appropriate. No Member shall be discharged to a secure residential treatment facility without the expressed prior written approval of the Director of OHA or the Director's designee.
 - c. Provider shall ensure a Member discharged from OSH who is determined not to meet the level of care for ACT shall be discharged with services appropriate to meet Member's needs.

EXHIBIT E

DELEGATED SERVICES RATE EXHIBIT FOR CLACKAMAS COUNTY

A. Rate and Payment Terms

1. Not-to-Exceed Amounts. Payment for delegated services under this Agreement shall not exceed the amount set forth in this Exhibit E.
 - a. The maximum, not-to-exceed compensation payable to Provider under this Agreement for the time period of January 1, 2021 to June 30, 2021, which includes any allowable expenses, is \$1,841,558.
 - b. The maximum, not-to-exceed compensation payable to Provider under this Agreement for the time period of July 1, 2021 to December 31, 2021, will be detailed in an amendment of this Agreement to be mutually agreed upon by the parties.
2. CareOregon will pay Provider based on actual costs not to exceed the agreed upon amounts by the 20th day of the first month following the end of a quarter for the delegated services of:
 - a. Care Coordination (“CC”) and Intensive Care Coordination (“ICC”)
 - b. Wraparound System of Care Governance
 - c. CCO Responsibilities Under the Choice Program
3. Provider shall submit invoices to CareOregon on a quarterly basis. Invoices submitted by Provider to CareOregon under this Exhibit shall:
 - a. Specify actual costs and the dates for which service was provided.
 - b. Be verifiable with supporting payrolls, time records, invoices, contracts, vouchers, orders, and any other accounting documents pertaining in whole or in part to this Agreement.
 - c. Include the total amount billed to date by Provider prior to the current invoice.
 - d. Be segregated by service items.
 - e. Abide by Generally Accepted Accounting Principles (GAAP).
4. This Exhibit contains confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

EXHIBIT F

APPLICABLE POLICIES AND CCO CONTRACT PROVISIONS

A. **Applicable CareOregon Policies.** Provider agrees to comply with the following CareOregon policies:

1. Behavioral Health Integration and Care Coordination
2. Child and Youth Behavioral Health Services
3. Encounter Documentation
4. Intensive Care Coordination
5. Interpreter Services
6. Members' Rights
7. Oregon Health Plan (OHP) Member Grievance
8. Overpayment Recoveries
9. Provider Audits
10. Provision of Behavioral Health Services
11. Regional Care Team (RCT) Care Coordination
12. Seclusion and Restraint
13. Third Party Liability and Duplicate Coverage
14. Utilization Management Criteria for Behavioral Health (Prior Authorization)

B. **Policy Adoption by Provider.** Provider shall develop and maintain written policies and procedures that comply with the terms of this Agreement, the CCO Contract provisions listed in this Exhibit, and applicable federal, state, and local laws. These policies shall include the following:

1. Declaration for Mental Health Treatment
2. Fraud, Waste, and Abuse, as required by Exhibit A-1 of this Agreement
3. Informed Consent and Treatment Options
4. Mandatory Reporting of Abuse of Adults with Developmental Disabilities or Mental Illness
5. Mandatory Reporting of Child Abuse
6. Mandatory Reporting of Elder Abuse and Abuse of Persons with Disabilities
7. Nondiscrimination
8. Staff Training in Recovery Principles, Motivational Interviewing, Integration, and Foundations of Trauma.

C. **Applicable CCO Contract Provisions.** As described in Exhibits A-1, B, C, and D of this Agreement, Provider agrees to perform its duties and obligations under this Agreement in accordance with the following CCO Contract provisions:

1. Exhibit B, Part 2, Sections 9 and 10, Covered and Non-Covered Services
2. Exhibit B, Part 4, Section 11, Subcontract Requirements
3. Exhibit B, Part 8, Section 2, Privacy, Security, and Retention of Records; Breach Notification
4. Exhibit B, Part 9, Sections 10-18, Program Integrity

5. Exhibit D, Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, 31, 32, and 33, Standard Terms and Conditions
6. Exhibit E, Required Federal Terms and Conditions
7. Exhibit M, Behavioral Health



Richard Swift
Director

January 14, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG CV2) with
Northwest Housing Alternatives to Provide Shelter Services

Purpose/ Outcome	The special Emergency Solutions Grant COVID (ESG CV2) program, as authorized by the Coronavirus Aid, Relief, and Economic Securities Act (CARES Act). Special funding is to be used as a direct response to the COVID pandemic and its impacts on individuals and families.
Dollar Amount and Fiscal Impact	Emergency Solutions Grant CARES Act (ESG CV2) funds of \$137,500 as a grant.
Funding Source	U.S. Department of Housing and Urban Development ESG CARES Act funds No County General Funds are included in this Agreement
Duration	January 1, 2021 to December 31, 2021
Previous Board Action/ Review	Board members approved the allocation of these ESG CV2 funds for hotel vouchers, shelters and rapid rehousing services at the July 30, 2020 business meeting.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Subrecipient Agreement was reviewed and approved by County Counsel AN on December 7, 2020.
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is a Subrecipient Agreement that was processed through Finance Grant Management
Contact Person	Mark Sirois, Manager - Community Development: 503-655-8359
Contract No.	H3S #10017 Subrecipient Agreement 21-013

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement with Northwest Housing Alternatives (NHA) for shelter services to prevent, prepare for, and respond to the coronavirus pandemic (COVID 19) in Clackamas County. In October of 2020 NHA applied for special Emergency Solutions Grant (ESG CV2) funding to provide eligible operating and shelter services needed.

PROJECT OVERVIEW: The NHA will provide staffing, operation, food, hotel vouchers and transportation services as requested for the purpose of providing homeless shelter services to individuals and families to prevent exposure and to mitigate the impacts of COVID-19.

It is expected that the funding under this ESG CV2 agreement will assist approximately 48 homeless families with shelter services during the program year.

The Department of Health, Housing, and Human Services (H3S) Community Development group has been working with Emergency Operations Center (EOC) command staff to respond to the impacts of

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this public health crisis, which includes increases in homelessness, unemployment, and food insecurity.

RECOMMENDATION: We recommend the approval of this Subrecipient Agreement and that Richard Swift H3S Director, or Rod Cook H3S Deputy Director, be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in blue ink that reads "Rod Cook, H3S deputy / for". The signature is written in a cursive style.

Richard Swift, Director
Health, Housing Human Services

Attachments: NHA Subrecipient Agreement

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 21-013**

Project Name: **ESG CV(2) FY2020**
Project Number: **53734 / 53736 (Admin)**

This Agreement is between **Clackamas County**, Oregon, acting by and through its
Health, Housing and Human Services Department,
Community Development Division ("COUNTY")
and **Northwest Housing Alternatives, Inc.**, ("SUBRECIPIENT"),
an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: Ke'ala Adolpho	Program Manager: Amy Council
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone 503-742-5410 kadolpho@clackamas.us	Clackamas County – Community Development 2051 Kaen Road, Suite 245 Oregon City, OR 97045 Phone 971-349-2949 acouncil@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Vickie Howard	Program Representative: Peter Rosenblatt
Northwest Housing Alternatives, Inc. 2316 SE Willard Street Milwaukie, OR 97277 Phone: 503-654-1007 ext.121 Email: howard@nwhousing.org	Northwest Housing Alternatives, Inc. 2316 SE Willard Street Milwaukie, OR 97277 Phone: 503-654-1007 ext.103 Office Email: rosenblatt@nwhousing.org
DUNS: 180757437	

RECITALS

1. This Agreement is entered into between Clackamas County ("COUNTY") and **Northwest Housing Alternatives, Inc.**, ("SUBRECIPIENT") to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended and authorized by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law 116-136. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic ("COVID-19") among individuals and families who homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.
2. COUNTY has been awarded ESG funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378.

3. Funds provided by COUNTY shall be used for homelessness prevention by providing eligible individuals and families hotel vouchers provided by the **Northwest Housing Alternatives, Inc.**, in Clackamas County, OR. Special ESG Program Funds are being allocated to the county, as authorized by the CARES Act, Public Law 116-136. These special ESG funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.
4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System ("HMIS"). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.

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 becomes effective on execution. Eligible expenses for this Agreement may be charged during the period beginning **January 1, 2021 and expiring December 31, 2021**, a total of twelve (12) months.
2. **Program.** The Program is described in the 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, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E20-UW-41-0001 that is the source of the grant funding, in addition to compliance with requirements of Title IV of the *Code of Federal Regulations* ("CFR"), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E20-UW-41-0001). The maximum, not to exceed, grant amount COUNTY will pay is **\$137,500**. 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. 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 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 suspended or terminated prior to the expiration of its term by:
- a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that HUD has determined ESG funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of ESG funds shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **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.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
- a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of assistance to the homeless.
11. **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) **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 SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- c) **Cost Principles.** 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 SUBRECIPIENT. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.
- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- e) **Budget.** 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.
- f) **Indirect Cost Recovery.** SUBRECIPIENT agrees to Federal *de minimis* amount of 10% of award.
- g) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- h) **Payment.** 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.
- i) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit A (2.5).
- j) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY 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.
- l) **Specific Conditions.** None.
- m) **Grantor Recognition.** SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized

pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

- n) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- o) **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 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.
- p) **Universal Identifier and Contract Status.** 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, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- q) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. 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.
- r) **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, 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.
- s) **Audit.** 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

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, SUBRECIPIENT will also submit a copy of the audit to 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.

- t) **Monitoring.** 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. 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 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.

COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- u) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
1. Client Eligibility Determinations and documentation;
 2. Rental Assistance Agreements;
 3. Service and assistance provided;
 4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; Financial records as required by 24 CFR Part 576 Subpart F.
 5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
 6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall

continue to meet eligibility criteria and shall conform with the "changes in use" restrictions.

- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the ESG, 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 COUNTY, under those grant documents.
- x) **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 COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, terminate this Agreement and all associated amendments, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- y) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 24 CFR 85.25 generated by activities carried out with ESG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

12. Compliance with Applicable Laws

- a) **Public Policy.** 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. See Exhibit A for additional requirements.

- b) **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.
- c) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **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.
- f) **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. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by 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.
- h) **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.

13. 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 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. SUBRECIPIENT shall comply with the

procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-326.

- 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) 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.

14. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, 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 commissioners, 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, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and with coverage that are satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
- 3) **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.
- 4) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 5) **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, commissioners, 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 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. COUNTY and its 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. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. 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.

- 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.

d) **Subagreements**

- 1) **Approvals.** SUBRECIPIENT shall not enter into any subagreements with any agency or individual in the performance of this Agreement without the written consent of COUNTY prior to the execution of such agreement.
 - 2) **Monitoring.** SUBRECIPIENT will monitor all subagreements on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - 3) **Content.** SUBRECIPIENT shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subagreement executed in the performance of this Agreement.
 - 4) **Selection Process.** SUBRECIPIENT shall undertake to insure that all subagreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subagreements shall be forwarded to COUNTY along with documentation concerning the selection process.
- e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- g) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- h) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

15. Other Federal Requirements

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those

facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency ("LEP") persons.

- d) **Uniform Administrative Requirements.** The requirements of 24 CFR part 84 apply to SUBRECIPIENT except that 24 CFR 84.24 does not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- f) **Environmental review responsibilities**
 - 1) Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement ("EIS").
 - 2) SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of ESG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under ESG.

- j) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601–4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.
- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA"), and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 576.408 governing the ESG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an ESG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 576.408(c). All such assistance shall be subtracted from the ESG funds provided to SUBRECIPIENT.
- l) **Displaced Person.** For purposes of paragraph k. of this section, the term "displaced person" means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the ESG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.
- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with ESG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with COUNTY's (or SUBRECIPIENT's, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient's determination may submit a written request for review of that determination by the appropriate HUD field office.

16. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment

practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the agency setting forth the provisions of this nondiscrimination clause.

- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

17. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the agency officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

18. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.
- c) **Job Training and Employment for Low-income Residents -Section 3**
 - 1) **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreements or other disability exist which would prevent compliance with these requirements.
 - 2) SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."
 - 3) SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG-funded project is located; where feasible, priority

should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

- 4) **SUBRECIPIENT** certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.
 - 5) **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - 6) **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
19. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
 20. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
 21. **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.
 22. **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 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.

23. **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.
24. **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.
25. **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.

(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.

NORTHWEST HOUSING ALTERNATIVES, INC.

By: Trell Anderson
Trell Anderson
Executive Director

Trell Anderson, Executive Director 12/28/2020
Printed Name Date

2316 SE Willard Street
Street Address

Milwaukie, OR 97277
City / State / Zip

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Rod Cook, Assistant Director
Health, Housing & Human Service Department

Date

Approved to Form:

County Counsel

Date

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
- Exhibit A.1 SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Subrecipient Performance Reporting
- Exhibit F: Required Certifications
- Exhibit G: Final Financial Report

- Attachment A: ESG Policies

EXHIBIT A

SUBRECIPIENT STATEMENT OF PROGRAM OBJECTIVES & REQUIREMENTS

1. Scope of Cooperation

- a. **HMIS.** SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS
- b. **ESG Program Policies.** SUBRECIPIENT agrees to adhere to the Clackamas County ESG Program Policy Manual which is made part of this agreement as Attachment A.

2. Program Requirements

- a. Coordination with other targeted homeless services.
 - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR Part 576.400(b).
 - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs are included in 24 CFR Part 576.400(c).
- b. Coordinated Housing Assessment. The Continuum of Care has developed a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care's area must use that assessment system. SUBRECIPIENT must work with COUNTY to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the Continuum of Care's coordinated assessment system. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system.
- c. SUBRECIPIENT must establish and consistently apply written standards for providing ESG assistance. At a minimum these written standards must include:
 - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG;
 - ii. Standards for targeting and providing essential services related to street outreach;
 - iii. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;

- iv. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
 - v. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see § 576.400(b) and (c) for a list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
 - vi. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
 - vii. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
 - viii. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
 - ix. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance, or the maximum number of times the program participant may receive assistance.
- d. Participation in HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
- e. Evaluations. SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR § 576.400(d) and the written standards established under 24 CFR § 576.400(e).
- f. Re-evaluations for homelessness prevention and rapid re-housing assistance. SUBRECIPIENT must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each reevaluation of eligibility must establish that:
- i. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
 - ii. The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.
- g. Annual income. When determining the annual income of an individual or family, SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609.

- h. Connecting program participants to mainstream and other resources. SUBRECIPIENT must assist each program participant, as needed, to obtain:
 - i. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
 - ii. Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability. The list of programs is included in 24 CFR Part 576.400(c).
- i. Housing stability case management.
 - i. While providing homelessness prevention or rapid re-housing assistance to a program participant, SUBRECIPIENT must:
 - a) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and
 - b) Develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area.
 - (1) SUBRECIPIENT is exempt from this requirement if the Violence Against Women Act of 1994 (42 U.S.C. 13701 et seq.) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.) prohibits SUBRECIPIENT from making its shelter or housing conditional on the participant's acceptance of services.
- j. Terminating assistance.
 - i. If a program participant violates program requirements, SUBRECIPIENT may terminate the assistance in accordance with a formal process established by COUNTY that recognizes the rights of individuals affected. SUBRECIPIENT must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.
 - ii. Program participants receiving rental assistance or housing relocation and stabilization services. To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:
 - a) Written notice to the program participant containing a clear statement of the reasons for termination;
 - b) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 - c) Prompt written notice of the final decision to the program participant.
 - iii. Ability to provide further assistance. Termination under this section does not bar SUBRECIPIENT from providing further assistance at a later date to the same family or individual.
- k. Shelter and housing standards.
 - i. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.

- ii. Minimum standards for emergency shelters. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.
 - a) Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
 - b) Access. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.
 - c) Space and security. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
 - d) Interior air quality. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
 - e) Water supply. The shelter's water supply must be free of contamination.
 - f) Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
 - g) Thermal environment. The shelter must have any necessary heating/cooling facilities in proper operating condition.
 - h) Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
 - i) Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - j) Sanitary conditions. The shelter must be maintained in a sanitary condition.
 - k) Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.
- I. Minimum standards for permanent housing. The recipient or subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this section I. The recipient may also establish standards that exceed or add to these minimum standards.
 - i. Structure and materials. The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.

- ii. Space and security. Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
- iii. Interior air quality. Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- iv. Water supply. The water supply must be free from contamination.
- v. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- vi. Thermal environment. The housing must have any necessary heating/cooling facilities in proper operating condition.
- vii. Illumination and electricity. The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
- viii. Food preparation. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
- ix. Sanitary conditions. The housing must be maintained in a sanitary condition.
- x. Fire safety.
 - a) There must be a second means of exiting the building in the event of fire or other emergency.
 - b) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing impaired persons in each bedroom occupied by a hearing-impaired person.
 - c) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.
- m. Organizational conflicts of interest. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No subrecipient may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- n. Individual conflicts of interest. For the procurement of goods and services, SUBRECIPIENT must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36(b)(3). For all other transactions and activities, the following restrictions apply:
 - i. Conflicts prohibited. No person described in paragraph n of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in

- the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
- ii. Persons covered. The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT.
 - iii. Exceptions. Upon the written request of the recipient, COUNTY, in conjunction with HUD, may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the nature of the conflict and the factors listed below:
 - a) Threshold requirements. COUNTY and HUD will consider an exception only after the recipient has provided an opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
 - b) Factors to be considered for exceptions. In determining whether to grant a requested exception after SUBRECIPIENT has satisfactorily met the threshold requirements, HUD must conclude that the exception will serve to further the purposes of the ESG program and the effective and efficient administration of SUBRECIPIENT's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (2) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (3) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
 - (4) Whether the interest or benefit was present before the affected person was in the position in which the conflict of interest may have occurred;
 - (5) Whether undue hardship results to SUBRECIPIENT, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
 - (6) Any other relevant considerations.
 - iv. Contractors. All contractors of SUBRECIPIENT must comply with the same requirements that apply to subrecipients under this section.
 - o. Homeless Participation.
 - i. SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of SUBRECIPIENT, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG.
 - ii. If SUBRECIPIENT is unable to meet the homeless participation requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. The plan must be submitted to COUNTY to be included in the annual action plan required under 24 CFR 91.220.
 - iii. To the maximum extent practicable, SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG.

EXHIBIT A.1

SUBRECIPIENT SCOPE OF WORK

I. Scope of Work for: Northwest Housing Alternatives Annie Ross House Shelter Services

SUBRECIPIENT agrees to accomplish the following work under this contract:

These special ESG funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. SUBRECIPIENT agrees to accomplish the following work under this contract:

A. Provide emergency shelter services to homeless families including:

- Hotel and motel vouchers

B. It is expected that the funding under this ESG Agreement will assist approximately 48 homeless families with shelter services during the January 1, 2021 to December 31, 2021 program year.

These services will be provided to households experiencing homeless as a direct response to the Coronavirus public health pandemic and the economic impacts resulting in loss of personal income and household stress of businesses and services being closed in response to the epidemic.

EXHIBIT B

SUBRECIPIENT PROGRAM BUDGET

- A. The total compensation under this contract shall not exceed \$137,500 with payments to be made as outlined in the body of the contract.
- B. Adjustments to the budget may only be made with the approval of both Parties.

Program Costs	Total Budget Amount	Total ESG Amount	Source of Funds
Shelter Staffing Costs			
Shelter utilities			
Hotel vouchers		125,000	ESG
Administration		12,500	ESG
Total Expenses			
Total ESG:		137,500	

EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE

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

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


If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Northwest Housing Alternatives	
Organization Name	Award Number or Project Name
Trell Anderson, Executive Director	
Name and Title of Authorized Representative	
	12/28/2020
Signature	Date

**Exhibit D
 REQUEST FOR REIMBURSEMENT**

**Note: This form derives from the approved budget in your grant Agreement.
 Please follow instructions for completing this form as outlined in Exhibit D.1.**

Subrecipient Northwest Housing Alternatives, Inc.	Grant Number: 21-013
Address: _____	Report Period: _____
Contact Person: _____	Contract #: _____
Phone Number: _____	Federal Award #: E20-UW-41-0001
E-mail: _____	CFDA(s): 14.231

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Grant Funds Requested	\$ -	\$ -	\$ -	\$ -

ATTACH ALL RECEIPTS AND REQUIRED CLIENT DOCUMENTATION.

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

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by: _____
Authorized Signer: _____
Date: _____

Department Review
Project Officer Name: _____
Department: _____

Signature: _____ **Date:** _____

EXHIBIT D.1: REIMBURSEMENT INSTRUCTIONS

Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to SUBRECIPIENT of eligible expenses. Each invoice shall be accompanied with a detailed Request for Reimbursement (Exhibit D) which shall include appropriate documentation. This documentation shall include signed and approved timecards for personnel expenses and itemized invoices or billings for materials and services.

- COUNTY must provide HUD with specific household demographic information for each household served by ESG funds. The household information will be collected from SUBRECIPIENT and must accompany the first SUBRECIPIENT invoice for each household.
- The request for reimbursement shall also include a summary of expenses incurred for each household along with source documentation. In addition, an HMIS report documenting the type and amount of financial assistance for each household shall accompany the invoice.
- Information on the request for reimbursement form, the household demographics, the source documentation and the summary of expenses incurred for each specific household from the HMIS reports must all correlate. See Attachment B.

EXHIBIT E: PERFORMANCE REPORTING REQUIREMENTS

Reporting Requirements. SUBRECIPIENT will comply with:

- All current HMIS Policy & Procedures;
- HMIS Participation Agreement;
- All ESG HMIS reporting requirements developed by COUNTY;
- SUBRECIPIENT will provide documentation to COUNTY annually on the project activities completed in accordance with this Agreement.

EXHIBIT F

Required Certifications

ESG Certifications

The Emergency Solutions Grants Program SUBRECIPIENT certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, SUBRECIPIENT will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, SUBRECIPIENT will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – SUBRECIPIENT will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Confidentiality – SUBRECIPIENT has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment

services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, SUBRECIPIENT will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities SUBRECIPIENT undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – SUBRECIPIENT will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

HMIS – SUBRECIPIENT will comply with HUD's standards for participation in the local Homeless Management Information System and the collection and reporting of client level information.

The requirement that SUBRECIPIENT involve, to the maximum possible extent practicable and where appropriate, homeless individuals and families in policy making, renovating, maintaining, and operating facilities assisted under the ESG program is met in the following manner:

Trell Anderson

12/28/2020

Signature/Authorized Official

Date

Trell Anderson, Executive Director

Title

Project Name: ESG CV(2) FY2020	Agreement #: 21-013
Federal Award #: E20-UW-41-0001	Date of Submission: XX/XX/XX
Subrecipient: NORTHWEST HOUSING ALTERNATIVES, INC.	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

EXHIBIT G: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

ATTACHMENT A: ESG POLICIES

(emailed upon request)

January 14th, 2021

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Amendment #15 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

Purpose/Outcomes	Amendment #15 adds funding to Program Element 01-05 – COVID-19 Local Active Monitoring.
Dollar Amount and Fiscal Impact	Contract is increased by \$709,870.63. Bringing the contract maximum value to \$11,657,373.
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective October 1, 2020 and terminates on June 30, 2021
Previous Board Action	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3, December 12, 2019, Agenda item 121219-A2, January 8, 2020, Agenda item 010920-A8, March 26, 2020, Agenda Item 032620-A5, April 23, 2020, June 25, 230, Agenda item 062520-A8, October 22, 2020, Agenda item 102220-A1
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on November 05, 2020 Andrew Naylor
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	9329-15

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #15 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #15 adds funding to Program Element 01-05 – COVID-19 Local Active Monitoring. Contract is increased by \$709,870.63. Bringing the contract maximum value to \$11,657,373.

This contract is effective October 1, 2020 and continues through June 30, 2021.

Page 2 Staff Report
November 25, 2020
Agreement #9329-15

RECOMMENDATION:

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

Respectfully submitted,

Handwritten signature in blue ink, appearing to read "Richard Swift, H3S deputy / for".

Richard Swift, Director
Health, Housing, and Human Services



**FIFTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH 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.

This Fifteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, ("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 Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

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. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Section 1 of Exhibit C of the Amended and Restated Agreement entitled "Financial Assistance Award" for FY20 is hereby superseded and replaced in its entirety by Attachment A, entitled "Financial Assistance Award (FY20)", attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C of the Amended and Restated Agreement.
3. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
4. Exhibit J of the Amended and Restated Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment D, attached hereto and incorporated herein by this reference.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

- 7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 8. The parties expressly ratify the Agreement as herein amended.
- 9. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

10. Signatures.

By: _____
 Name: /for/ Carole L. Yann
 Title: Director of Fiscal and Business Operations
 Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
 Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
 Name: Derrick Clark (or designee)
 Title: Program Support Manager
 Date: _____

**Attachment A
Financial Assistance Award (FY20)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 4	
1) Grantee Name: Clackamas County		2) Issue Date October 09, 2020	This Action AMENDMENT FY 2020	
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
	Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01-01	State Support for Public Health	506,554	0	506,554
PE01-04	COVID19 Response	250,307	0	250,307
PE01-05	COVID-19 Local Active Monitoring	652,369	-14,117	638,252
PE02	Cities Readiness Initiative	37,499	0	37,499
PE07	HIV Prevention Services	128,846	-14,099	114,747
PE12	Public Health Emergency Preparedness and Response (PHEP)	171,924	0	171,924
PE12-02	COVID-19 Response	217,535	0	217,535
PE13-01	Tobacco Prevention and Education Prgram (TPEP)	292,768	0	292,768
PE27-03	PDOP - Gap Funding (OSTR/PDO)	28,497	0	28,497
PE27-04	PDOP Naloxone Project (SOR)	48,753	0	48,753
PE27-05	PDOP Bridge (PDO/SOR)	41,665	0	41,665
PE27-06	PDOP Planning	41,667	0	41,667
PE40-01	WIC NSA: July - September	188,990	0	188,990
PE40-02	WIC NSA: October - June	566,969	0	566,969
PE40-03	BFPC: July - September	17,325	0	17,325
PE40-04	BFPC: October - June	51,975	0	51,975
PE40-05	Farmer's Market	2,699	0	2,699
PE42-03	MCAH Perinatal General Funds & Title XIX	11,060	0	11,060

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 4	
1) Grantee Name: Clackamas County		2) Issue Date October 09, 2020		This Action AMENDMENT FY 2020
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE42-04 MCAH Babies First! General Funds	35,342	0	35,342	
PE42-06 MCAH General Funds & Title XIX	20,752	0	20,752	
PE42-07 MCAH Title V (July-Sept)	29,663	0	29,663	
PE42-08 MCAH Title V (Oct-June)	88,988	0	88,988	
PE42-09 MCAH Oregon Mothers Care Title V (July-Sept)	2,283	0	2,283	
PE42-10 MCAH Oregon Mothers Care Title V (Oct-June)	6,849	0	6,849	
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	92,462	0	92,462	
PE43-03 Hepatitis A Outbreak Prevention Project (HOPP)	29,533	0	29,533	
PE43-04 HOPP Incentives (Hepatitis A Outbreak Prevention Project)	1,000	0	1,000	
PE44-01 SBHC Base	300,000	0	300,000	
PE44-02 SBHC - Mental Health Expansion	376,500	0	376,500	
PE46-02 RH Community Participation & Assurance of Access (July - Mar)	0	0	0	
PE46-03 RH Community Participation & Access (State Funds)	41,893	0	41,893	
PE46-04 RH Community Participation & Access Federal Funds (July-Mar)	1,638	0	1,638	
PE50 Safe Drinking Water (SDW) Program (Vendors)	147,475	0	147,475	
PE51-01 LPHA Leadership, Governance and Program Implementation	215,498	0	215,498	
	4,647,277	-28,215	4,619,061	
5) Foot Notes:				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		

State of Oregon Oregon Health Authority Public Health Division		Page 3 of 4
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045	2) Issue Date October 09, 2020	This Action AMENDMENT FY 2020
		3) Award Period From July 1, 2019 Through June 30, 2020
4) OHA Public Health Funds Approved		
Program	Award Balance	Increase/ (Decrease)
New Award Bal		
PE01-04 1	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020. Must submit a budget and narrative within 30 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from FY20 to FY21. R/E report due by August 20, 2020.	
PE01-05 1	6/2020: LPHA must use budget guidance and submit budget plan within 60 days of receiving award.	
PE12-02 1	4/2020: SFY20 COVID-19 Funding 3/21/2020-6/30/2020. Must submit a budget and narrative within 60 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from SFY20 to SFY21. R/E report due by August 20, 2020.	
PE13-01 1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd	
PE13-01 2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.	
PE40-02 1	SFY2020 Q4 reconciliation	
PE40-04 1	WIC BFPC SFY2020 Q4 reconciliation	
PE40-05 1	7/2019: Funding available SFY2020 July - December 2019	
PE42-07 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE42-08 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE42-09 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE42-10 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE43-03 1	10/2019: Funding is for Oct. 1, 2019 – June 30, 2020 – Funds to be used on Hepatitis A Outbreak Prevention.	
PE43-04 1	10/2019: Funding is for Oct. 1, 2019 – June 30, 2020 – Funds to be used on Hepatitis A Outbreak Prevention Incentives.	
PE46-03 1	7/2019: Funding is for July 15, 2019 - June 30, 2020	
PE46-04 1	7/2019: Funding for July 1-14, 2019	
PE51-01 1	9/2019: Funding is for period of October 1, 2019-June 30, 2020	
6) Comments:		
PE01-04	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020	
PE01-04	9/2020a: SFY20 Move funds from State Funds to Federal CARES Act funds	
PE01-04	9/2020b: Moving \$37,548.67 of SFY20 award from federal funds (CARES Act) to state funds to cover reported expenses from 1/1/2020-3/31/2020, this period is not eligible for CARES Act funding.	
PE01-05	6/2020: Funding period is 3/27/2020-12/30/2020. Unspent funds from SFY20 are eligible for carry forward to SFY21 after submitting FY20 Q4 Revenue & Expenditure report.	

State of Oregon Oregon Health Authority Public Health Division	Page 4 of 4
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1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045	2) Issue Date October 09, 2020	This Action AMENDMENT FY 2020
		3) Award Period From July 1, 2019 Through June 30, 2020

4) OHA Public Health Funds Approved	Award Balance	Increase/ (Decrease)	New Award Bal
Program			
PE01-05 9/2020: Rollover \$565,749.49 of unspent SFY20 award to SFY21			
PE01-05 10/2020: SFY20 Rollover of additional \$14,116.83 of unspent funds from FY20 to FY21 after revised FY20 Q4 R/E Report			
PE02 7/2019: Adding program element as result of Washington County relinquishing CRI lead agency status			
PE07 Initial SFY20: \$39,628 is for the period of 7/1/19 to 12/31/19 and must be spent by 12/31/19.			
PE07 7/2019: Funding period 07/01/19 - 12/31/19 - \$64,422. A minium of \$39,627 must be spent by 12/31/19. Funding period 01/01/20 - 06/30/20 - \$64,422			
PE07 10/2020: SFY20 Deobligate \$14,098.61 of unspent funds			
PE12 11/2019: \$1,651 award increase for scholarship funding for Oregon Prepared or OR-Epi			
PE12-02 4/2020: PHEP COVID-19 Funding 3/21/2020-6/30/2020. Unspent SFY20 funds may be carried over to SFY21.			
PE13-01 8/2019: Amending to add 2 months of funding (total award is now for July-November 2019)			
PE13-01 11/2019: Amending award total of \$292,768 for SFY20 (July 2019-June2020) All previous footnotes and comments are void and replaced by this one.			
PE27-03 Initial SFY20: \$28,496.83 in FY20 is available 7/1/19-8/31/19 ONLY. This is the balance of Gap Funding from PDO Year 4 for OSTR funded LPHA's.			
PE27-04 9/2019: \$48,753 in SFY20. Funding Period 10/1/19-6/30/20.			
PE27-05 8/2019: \$41,665 in FY20 Available 9/1/19-1/31/20.			
PE27-06 12/2019: Award of \$41,666.65 in SFY20 Available 2/1/20-6/30/20			
PE40-01 Initial SFY20: spend \$37,798 Nutrition Education, \$7,618 Breastfeeding Promotion by 9/30/19			
PE40-02 Initial SFY20: spend \$113,394 Nutrition Education, \$22,855 Breastfeeding Promotion by 6/30/20			
PE40-02 SFY2020 Q4 reconciliation			
PE44-02 7/2019: MH Expansion funding increase			
PE46-02 7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04			
PE46-03 7/2019: State Funding for July 15, 2019 – June 30, 2020			
PE46-04 7/2019: Federal Funding for July 1 – July 14, 2019 only			

7) 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

**Attachment B
Financial Assistance Award (FY21)**

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Thursday, October 1, 2020		This Action Existing Award FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$506,554.00	\$0.00	\$506,554.00
PE01-04	COVID19 Response	\$0.00	\$0.00	\$0.00
PE01-05	COVID-19 Local Active Monitoring	\$2,089,564.37	\$709,870.63	\$2,799,435.00
PE02	Cities Readiness Initiative	\$35,546.00	\$0.00	\$35,546.00
PE07	HIV Prevention Services	\$127,562.00	\$0.00	\$127,562.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$165,988.00	\$0.00	\$165,988.00
PE13-01	Tobacco Prevention and Education Prgram (TPEP)	\$275,286.00	\$0.00	\$275,286.00
PE27-04	PDOP Naloxone Project (SOR)	\$16,248.00	\$0.00	\$16,248.00
PE27-05	PDOP Bridge (PDO/SOR)	\$30,000.00	\$0.00	\$30,000.00
PE40-01	WIC NSA: July - September	\$191,491.00	\$0.00	\$191,491.00
PE40-02	WIC NSA: October - June	\$574,475.00	\$0.00	\$574,475.00
PE40-03	BFPC: July - September	\$18,191.00	\$0.00	\$18,191.00
PE40-04	BFPC: October - June	\$54,574.00	\$0.00	\$54,574.00
PE40-05	Farmer's Market	\$53.00	\$0.00	\$53.00

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Thursday, October 1, 2020		This Action Existing Award FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-03	MCAH Perinatal General Funds & Title XIX	\$11,118.00	\$0.00	\$11,118.00
PE42-04	MCAH Babies First! General Funds	\$35,527.00	\$0.00	\$35,527.00
PE42-06	MCAH General Funds & Title XIX	\$20,860.00	\$0.00	\$20,860.00
PE42-11	MCAH Title V	\$119,462.00	\$0.00	\$119,462.00
PE42-12	MCAH Oregon Mothers Care Title V	\$9,482.00	\$0.00	\$9,482.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$92,240.00	\$0.00	\$92,240.00
PE43-06	CARES Flu	\$52,376.00	\$0.00	\$52,376.00
PE44-01	SBHC Base	\$300,000.00	\$0.00	\$300,000.00
PE44-02	SBHC - Mental Health Expansion	\$376,500.00	\$0.00	\$376,500.00
PE46-05	RH Community Participation & Assurance of Access	\$43,532.00	\$0.00	\$43,532.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$176,970.00	\$0.00	\$176,970.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$287,331.00	\$0.00	\$287,331.00
PE62	Overdose Prevention-Counties	\$123,545.00	\$0.00	\$123,545.00
		\$5,734,475.37	\$709,870.63	\$6,444,346.00

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Thursday, October 1, 2020	This Action Existing Award FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
5) Foot Notes:				
PE62	8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.			
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.			
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.			
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.			
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.			
PE40-04	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report			
PE40-03	Initial SFY21: July - September 2020 (PE40-03) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-04)			
PE40-02	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report.			
PE40-01	Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02).			
PE27-05	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.			

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Thursday, October 1, 2020		This Action Existing Award FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE27-04	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.			
PE01-05	9/2020: SFY21 Funds can be spent from 7/1/20-12/30/2020 only. CARES Act funding. Indirect expenses are not allowed.			
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.			
6) Comments:				
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.			
PE01-04				
PE01-05	9/2020a: SFY21 Rollover of unspent funds \$565,749.49 from FY20 to FY21. Must be spent by 12/30/20. 9/2020b. Case investigation FFS 3/27-7/31/20 \$1,523,814.88; 10/2020 Rollover add FY20 unspent funds of \$14,116.83 to FY21; Case Investigation FFS through 8/31/20 \$695,753.80			
PE02				
PE07	08/2020: PE language updated to reflect change in systems for data entry associated with HIV testing and to update expired links throughout document. Initial SFY21: \$39,233 FF available for use 07/01/20-12/31/20; \$39,233 FF available for use 01/01/21-06/30/21; \$49,096 GF available for use 07/01/20-06/30/21			
PE12	08/2020: Amending to revise PE12 language			

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Thursday, October 1, 2020		This Action Existing Award
		3) Award Period From July 1, 2020 through June 30, 2021		FY 2021
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE13-01				
PE27-04	Initial SFY21: \$16,248 available 7/1/2020 - 9/29/2020.			
PE27-05	Initial SFY21: \$30,000 in FY21 available 7/1/2020 - 9/29/2020.			
PE40-01	Initial SFY21: Spend \$38,298 on Nutrition Ed; \$7,605 on BF Promotion			
PE40-02	Initial SFY21: Spend \$114,895 on Nutrition Ed; \$22,815 on Breastfeeding Ed			
PE40-03	Initial SFY21: Award amount to be spent by 9/30/2020			
PE40-04				
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020			
PE42-03				

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee		2) Issue Date		This Action
Name: Clackamas County		Thursday, October 1, 2020		Existing Award
Street: 2051 Kaen Rd., Suite 637				FY 2021
City: Oregon City		3) Award Period		
State: OR Zip: 97045-4035		From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-04				
PE42-06				
PE42-11				
PE42-12				
PE43-01				
PE43-06				
PE44-01				
PE44-02				
PE46-05				

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Thursday, October 1, 2020	This Action Existing Award FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE50				
PE51-01				
PE62	8/2020: \$123,545 in FY21 is from OD2A YR 2, Funding Available 10/1/20-6/30/21			

7) 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	

Attachment C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200
Fiscal Year 20

PE01-05 COVID-19 Local Active Monitoring
Funding Information Table

Federal Award Identification Number (FAIN):	CARES Act	State Funds
Federal Award Date:	3/1/2020	
Performance Period:	3/27/2020-12/30/2020	
Federal Awarding Agency:	N/A	
CFDA Number:	21.019	
CFDA Name:	CARES Act	
Total Federal Award:	\$94,200,000	
Project Description:	CARES Act	
Awarding Official:	N/A	
Indirect Cost Rate:	N/A	
Research and Development (Y/N):	No	
PCA:	50248	50244
INDEX:	50109	50100

Agency/Contractor	DUNS	Amount	Amount	Total FY 2020
Clackamas	96992656	\$638,252	\$0	\$638,252

PE07 HIV Prevention Services
Funding Information Table

Federal Award Identification Number (FAIN):	NU62PS924543	NU62PS924543	State Funds
Federal Award Date:	12/11/2018	12/6/2019	
Performance Period:	01/01/2019-12/31/2019	01/01/20-12/31/20	
Federal Awarding Agency:	CDC	CDC	
CFDA Number:	93.940	93.940	
CFDA Name:	HIV Prevention Activities, Health Department Based	HIV Prevention Activities, Health Department Based	
Total Federal Award:	\$2,500,170	\$625,043	
Project Description:	Integrated HIV Prevention & Surveillance	Integrated HIV Prevention & Surveillance	
Awarding Official:	Arthur Lusby	Arthur Lusby	
Indirect Cost Rate:	17.86%	17.86%	
Research and Development (Y/N):	No	No	
PCA:	53241	53275	53313
INDEX:	50403	50403	50403

Agency/Contractor	DUNS	Amount	Amount	Amount	Total FY 2020
Clackamas	96992656	\$35,292	\$35,292	\$44,164	\$114,747

Fiscal Year 21

PE01-05 COVID-19 Local Active Monitoring

Federal Award Identification Number:	N/A	N/A	N/A	N/A	N/A	N/A
Federal Award Date:	3/1/20	3/1/20	3/1/20	3/1/2020	3/1/20	3/1/2020
Performance Period:	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020
Awarding Agency:	CARES Act	CARES Act	CARES Act	CARES Act	CARES Act	CARES Act
CDFA Number:	21.019	21.019	21.019	21.019	21.019	21.019
CFDFA Name:	CARES Act	CARES Act	CARES Act	CARES Act	CARES Act	CARES Act
Total Federal Award:	94,200,000	94,200,000	94,200,000	94,200,000	94,200,000	94,200,000
Project Description:	CARES Act	CARES Act	CARES Act	CARES Act	CARES Act	CARES Act
Awarding Official:	N/A	N/A	N/A	N/A	N/A	N/A
Indirect Cost Rate:	N/A	N/A	N/A	N/A	N/A	N/A
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
PCA:	50248	50251	50248	50251	50248	50251
Index:	50109	50109	50109	50109	50109	50109

Agency	DUNS No.	Amount	Amount	Amount	Amount	Amount
Clackamas	096992656	\$2,799,435.00	\$0.00			\$2,799,435.00

January 7, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of HOME Loan Documents with
Green Line Affordable Development Limited Partnership
for the Fuller Station Apartments project in Happy Valley, OR**

Purpose/Outcomes	HUD HOME program funds will assist in the development of 100 affordable rental housing units in the Fuller Station Apartment project.
Dollar Amount and Fiscal Impact	Total HOME funds is \$950,000 <ul style="list-style-type: none"> • \$950,000 long-term loan, 0.0% interest deferred, 60-year term. • No County General Funds are involved.
Funding Source	The fund source is the FY16, FY 17, FY 18 and FY19 HOME Investment Partnerships Program allocations which the County receives annually from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
Duration	The term of the loan is 60 years, beginning at closing in January 2021 and ending in September 2082. The HOME Period of Affordability is 20 years from date of project completion.
Previous Board Action	No previous Board action on proposed new HOME project. BCC reviewed (April 9 th) and approved (April 30 th) the 2020-21 HUD Action Plan to provide HOME Multi-family Housing projects.
Strategic Plan Alignment	Increasing housing choice and housing opportunity for low to moderate income households.
County Counsel	Loan documents final review approved by Andrew Naylor, County Counsel on 12/16/20.
Contact Person	Pamela Anderson, Manager, Community Development - (971) 804-3464
Contract No.	H3S 9795

BACKGROUND:

HUD HOME program funds will be provided to assist in the creation of one multi-family housing apartment building: Fuller Station Apartments. It will include 100-units of multi-family, transit-oriented, mixed-income housing at the Fuller Road Station Park & Ride. The Fuller Road Affordable Housing project will be on 2.15 acres. The development will be located at 9608 SE Fuller Road, Happy Valley, Oregon.

Healthy Families. Strong Communities.

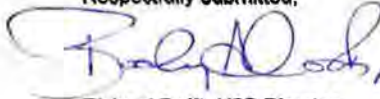
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677
www.clackamas.us

**Approval of a HOME Loan Documents with
Green Line Affordable Development Limited Partnership
for the Fuller Station Affordable Housing in Happy Valley, OR**

RECOMMENDATION:

We recommend the approval of this HOME Loan Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

 H3S Deputy / for

Richard Swift, H3S Director

Attachments: Loan Agreement
Promissory Note
Trust Deed
Declaration of Land Use Restrictive Covenants

AGREEMENTS/CONTRACTS

X New Agreement/Contract
Amendment/Change Order Original Number _____

ORIGINATING COUNTY

**DEPARTMENT: Health, Housing Human Services
Community Development**

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Greenline Affordable Development Limited Partnersh

BOARD AGENDA ITEM

NUMBER/DATE:

DATE: 1/7/2021

PURPOSE OF

CONTRACT/AGREEMENT: HUD HOME funds will be provided to assist in the creation of one multi-family housing apartment building: Fuller Station Apartments. It will include 100- units of multi-family, transit-oriented, mixed-income housing at the Fuller Road Station Park & Ride. The Fuller Road Apartmnet project will be on 2.15 acres. The development will be located at 9608 SE Fuller Road, Happy Valley, Oregon.

H35 CONTRACT NUMBER: 9795

**LOAN AGREEMENT
CLACKAMAS COUNTY HOME PROGRAM**

Name of Project: Fuller Station Apartments

This Loan Agreement ("Agreement") is entered into between Green Line Affordable Development Limited Partnership, an Oregon limited partnership ("Owner"), of which GM Fuller Station LLC, an Oregon limited liability company (the "General Partner"), is the sole general partner, and Clackamas County ("County"), a Participating Jurisdiction under the HOME Investment Partnerships Program ("HOME").

This Agreement includes the following attachments:

- | | |
|-----------------------------|--|
| A. Legal Description | E. HOME Affordability Requirements |
| B. Sources and Uses | F. Affirmative Marketing and MBE/WBE Outreach Requirements |
| C. Schedule of Tasks | G. Project Completion documentation |
| D. HOME Match Contributions | H. VAWA Notification and Certification |

The parties, in consideration of the mutual promises and obligations set forth below, agree as follows:

1. **DEFINITIONS.** Capitalized terms in this Agreement and in the other Loan Documents have the following definitions:
- a. **Annual Income.** Annual income as defined at 24 CFR 5.609.
 - b. **Affordability Requirements.** The Affordability Requirements refer to the restrictions on rents and tenant incomes set forth in Section 10 below.
 - c. **CHDO.** Community Housing Development Organization. This is a HOME specific designation. There is no CHDO designated for this project.
 - d. **Effective Date.** Effective Date has the meaning set forth in Section 32 of this Agreement.
 - e. **HOME-Assisted Units or HOME Unit.** HOME-Assisted units ("HOME units") are those units in the Project which were partially or totally rehabilitated, constructed, or otherwise assisted with the use of HOME Funds. The HOME-Assisted units are designated in Section 4 below.
 - f. **HOME Funds.** HOME Funds means the total amount of HOME Program dollars being provided by the County to the Project under this Agreement. See Section 2 below.
 - g. **HOME Program and HOME Regulations.** The federal HOME Investment Partnership Program (HOME Program) is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990. HUD's regulations and requirements for the HOME Program are located in 24 CFR Part 92. Should anything in this Agreement or the other Loan Documents conflict with the HOME regulations, the HOME regulations shall prevail.
 - h. **HUD.** The United States Department of Housing and Urban Development
 - i. **Loan Documents.** The Loan Documents are this Agreement, the Promissory Note, the Trust Deed, and the Declaration of Land Use Restrictive Covenants, all of which are incorporated into this Agreement by reference.
 - j. **Low-Income and Very Low-Income.** A Low-Income household is one whose total income does not exceed 80% of the County's Median Income. A Very Low-Income household is one whose total income does not exceed 50% of the County's Median Income.
 - k. **Median Income.** Median Income means the median income for Clackamas County, adjusted for family size, as published by HUD, from time to time.
 - l. **Owner.** The initial Owner and any subsequent Project owner, subject to the County consenting to any transfer under Section 30 33 below.

- m. **Period of Affordability.** See Section 9 below.
- n. **Project.** The project, Fuller Station Apartments, will consist of 100 newly constructed multi-family residential rental apartment units in one building. Upon completion, the project will provide a total of 17 one bedroom units, 62 two bedroom units, 20 three bedroom units and 1 two bedroom manager's unit. Of the total units, HOME funds will be utilized for 5 of the two bedroom units and 5 of the three bedroom units. The purpose of the project is to provide a high-quality affordable housing option in a transit-oriented, services and employment rich environment that supports households as they work to stabilize their lives. The legal description of the property (the "Property") comprising the Project is set forth in **Attachment A**.
- o. **Project Completion Date.** The later of the date when (a) the construction of the Project is completed, (b) the final HOME drawdown has been disbursed to the Project, and (c) the County has entered the project completion information into HUD's disbursement and information system. County must enter the project completion information into the HUD system, or otherwise provide it to HUD, within 120 days following the final project drawdown. This date will start the HOME Period of Affordability (see Section 9 below).
- p. **Transfer.** For purposes of this Agreement, "Transfer" shall mean any sale, assignment or transfer, whether voluntary or involuntary, of (i) any rights and/or obligations under the Loan Documents and/or (ii) any interest in the Property (including the Project and any other improvement thereon); provided, however, that "Transfer" shall not mean the transfer of the Property to a limited partnership of which Owner (or a limited liability company of which Owner or an affiliate thereof is the sole member) is the general partner or to a limited liability company of which Owner or an affiliate thereof is the managing member. County shall approve other Transfers requested by Owner if the proposed transferee has the necessary qualifications and experience to construct the Project and/or own, operate and maintain the Project, as applicable, as contemplated by this Agreement, as reasonably determined by the County. For purposes of this Agreement, "Transfer" shall not include any transfer by Owner's limited partner as described in Section 5.01(8) of the Trust Deed.

2. HOME FUNDS: LOAN TERMS

- a. **Amount and Purpose:** County shall loan HOME funds in the amount of ~~\$950,000~~ to the Owner for the Project. The HOME funds will be used for the development of the Project as specified in **Attachment B**. Eligible activities include construction, engineering and architectural services and other related activities. Use of the HOME funds for any other purpose, without the express written consent of the County, is prohibited and may constitute a breach of this agreement. Pursuant to 24 CFR 92.504, Owner may not request disbursement of funds until funds are needed for payment of eligible costs and documentation to substantiate costs is provided to County.
- b. **Loan Terms:**
 - i. The HOME Funds will be provided as a **0.0% interest deferred payment loan, with a maturity date of 60 years from the Effective Date**. Loan repayment, satisfaction, or conveyance shall not relieve Owner of any performance, affordability or programmatic obligations and requirements of the HOME program.
 - ii. Notwithstanding the loan terms described above, and subject to available sale or refinance proceeds, the entire amount of the loan (\$950,000) together with any accrued interest or fees, shall be paid in full upon the refinance, sale, assignment or other transfer of title to the Property without the County's consent; or the date Owner or its agents or subcontractors is otherwise in default under any of the Loan Documents (including but not limited to the failure to meet the Affordability Requirements of Sections 9 & 10 below, failure to acquire title to the Property, or failure to execute the Trust Deed and Declaration of Land Use Restrictive Covenants within 30 days of acquiring title to the Property) and such default continues beyond any applicable notice, grace or cure periods.
- c. **Loan Documents:** The loan shall be evidenced by this Agreement, a Promissory Note, and a Declaration of Land Use Restrictive Covenants, and secured by a Trust Deed executed by Owner in favor of the County all of which together are incorporated by reference into this Agreement and are referred to collectively as the "Loan Documents."
- d. **Recording Requirement:** The Owner agrees to execute and record, or cause to be recorded, the Trust Deed and the Declaration of Land Use Restrictive Covenants, within 30 days after signing and acquiring title to the Property.

- e. **Commitment:** The Owner shall acquire the Property and title must be transferred to Owner within sixty days of the Effective Date of this Agreement.

3. PAYMENT OF OBLIGATION.

- a. The outstanding principal balance of the loan shall be repaid in full on the maturity date set forth in Section 2(b)(i) above. Except as provided in Section 2(b)(ii) above, payments of principal shall not be required prior to such maturity date. No late fees will be charged.
- b. Payments shall be made at such place as County may designate in writing and shall be in the manner and amount as is described in the Promissory Note between the parties relating to this Project.

4. HOME-ASSISTED UNITS

- a. Ten (10) units in the Project are HOME-Assisted Units. The total number of HOME-Assisted units has been calculated on the total amount of HOME funds invested in the Project, including, but not limited to, this loan. The HOME units are as follows:

Bedroom Size	TOTAL UNITS	Low-Home Units	High Home Units	Total HOME-Assisted
1-bedroom (tenant) unit:	17			0
2-bedroom (tenant) unit:	62	3	2	5
3-bedroom (tenant) unit:	20	2	3	5
One 2 bedroom managers unit	1			
TOTALS	100	5	5	10

- b. Fixed/Floating: The HOME-Assisted units are designated as **FLOATING HOME** units as defined at 24 CFR 92.252 (j).
- c. See Section 10 below and Attachment E for rent and income limits for the HOME-Assisted Units.
- d. Special Needs Set-aside. A minimum of 5% of the units in the Project (but not less than one) must be accessible to individuals with mobility impairment, and an additional 2%, at a minimum, of the units (but not less than one unit) must be accessible to individuals with sensory impairments. 5 units will be accessible to individuals with physical/mobility impairment; and 2 units will be accessible to individuals with sensory impairments.

5. SOURCES AND USES OF FUNDS; SCHEDULE OF TASKS

- a. All sources and uses of funds for the Project are set forth in **Attachment B**. The Uses Statement shall specify by line item the source of funds for each such line item. Owner certifies that (i) it has, or will obtain, commitments of the funds from each of the sources identified, (ii) the sources of funds are sufficient to fund the Project in full, and (iii) HOME funds shall only be used for HOME-eligible costs (see 24 CFR 92.206 and 92.214).
- b. The Schedule of Tasks to be undertaken in order to complete the Project is set forth in **Attachment C**.

6. MATCH REQUIREMENT

Attachment D documents the Project-related eligible sources of matching contributions as allowed by 24 CFR 92.218 through 92.222.

7. HOME REGULATIONS

The Owner agrees to comply with the HOME Regulations and with the other requirements of the Loan Documents.

8. ENVIRONMENTAL REVIEW (§92.352)

- a. The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities in 24 CFR Parts 50 and 58.
- b. The County is responsible for environmental review, decision-making, and action for each activity that it carries out with HOME funds, in accordance with 24 CFR part 58. The County will not commit any HOME funds toward construction of the Project before completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR Part 58.

- c. HOME Funds cannot be used for acquisition or construction in identified special flood hazard areas unless the Project is subject to the mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973, as amended from time to time.
- d. In the event that changes or modifications to the approved HOME activities are necessary, the Owner must, prior to any additional commitment or expenditure of funds, submit all necessary supplemental environmental review information and data to the County for the purpose of updating the environmental review record.

9. PERIOD OF AFFORDABILITY

- a. **The Initial Period of Affordability is the HUD-required Period of Affordability. This shall be 20 years for all new HOME units**, without regard to the term of the loan or the transfer of ownership, except as noted in subsection d below. The Initial Period of Affordability begins on the Project Completion Date entered into HUD IDIS.
- b. **The Extended Period of Affordability**, begins at the end of the Initial Period of Affordability and continues for an additional 40 years or until such time as the loan is deemed paid in full.
- c. The Period of Affordability includes both the Initial and the Extended Periods of Affordability.
- d. **Termination of Period of Affordability.** In accordance with 24 CFR 92.252(e), the Period of Affordability shall be terminated automatically upon foreclosure or transfer in lieu of foreclosure under any mortgage or trust deed encumbering the Property that is not subordinate to the Trust Deed, but shall be revived according to the original terms if during the original Period of Affordability, the Owner of record before the foreclosure or deed in lieu of foreclosure, or any entity that includes the former Owner or any partner or those with whom the former Owner has or had family or business ties, obtains an ownership interest in the Project or Property.

10. AFFORDABILITY REQUIREMENTS (RENTS AND TENANT INCOMES (§92.252))

- a. Owner shall ensure that the Property is occupied by households that are eligible as low-income families meeting the requirements of 24 C.F.R. 95.252 within six months of the date of the Project's completion.
- b. To ensure compliance with the HOME "Program Rule", at initial occupancy all of the HOME-Assisted Units must be rented to tenants whose incomes at the time of the tenant's initial occupancy, are less than or equal to 60% of the Median Income.
- c. **Low-HOME Units.** If the number of HOME-Assisted Units is 5 or more, at least 20% of the HOME-assisted units must be occupied initially and throughout the Period of Affordability by tenants, who at the time of their initial occupancy are very-low-income tenants and the initial rents for those units must not exceed the Low HOME rents shown in **Attachment E**. These rents are subject to periodic adjustment by HUD. If the unit receives federal or state project-based rental assistance, the Low-HOME rent shall not exceed the allowable rent under the rental assistance program.
- d. **High-HOME Units.** After initial occupancy as indicated in paragraph (a) above, the remaining HOME-Assisted Units must be rented during the Period of Affordability to tenants, who at the time of their initial occupancy are low-income tenants and the initial rents for these units must not exceed the High HOME rents shown in **Attachment E**. These rents are subject to periodic adjustments by HUD.
- e. Increases in Tenant's Income:
 - i. Low-HOME rent units
 1. If the income of a tenant in a Low-HOME rent unit rises above 50% of Median Income, but does not exceed 80% of Median Income, then the next available HOME-Assisted Unit (for fixed-unit projects) or the next available comparable unit (for floating-unit projects) must be rented to a very-low-income tenant. The unit occupied by the tenant whose income so increased becomes a High-HOME unit and the High-HOME rent must be charged, provided that in no event shall the rent of a tenant of a HOME-assisted unit that has been allocated federal low-income housing tax credits ("LIHTC") increase beyond the maximum applicable LIHTC rent for such unit.
 2. The rent for the unit occupied by the tenant whose income has increased above 80% of Median Income will be set in accordance with subparagraph iii below.

- ii. High-HOME rent units
 - 1. The income of a tenant in a High-HOME rent unit can increase to 80% of Median Income with no change in the status as a HOME-Assisted Unit or in the tenant's rent.
 - 2. If the income of a tenant in a High-HOME rent unit rises above 80% of Median Income, then the next available HOME-Assisted Unit (for fixed-unit projects) or the next available comparable unit (for floating-unit projects) must be rented to a tenant whose income does not exceed 80% of Median Income.
 - 3. The rent for the unit occupied by the tenant whose income has increased above 80% of Median Income will be set in accordance with subparagraph iii below.
- iii. Project-based Rent Subsidy In accordance with 24 CFR 92.252 (a) (1,2) & (b)(1,2), if the unit receives federal or state project-based rental subsidy, the maximum rent is the rent allowable under the federal or state project-based rental subsidy program.
- iv. Over-income Tenants In accordance with 24 CFR 92.252(i), a tenant who no longer qualifies as a low-income household must pay as rent 30 percent of the household's adjusted gross income, except that:
 - 1. In no event shall the tenant of a HOME-assisted unit that has been allocated LIHTCs be charged rent in excess of the maximum applicable LIHTC rent for such unit.
 - 2. If the HOME-assisted unit is a floating unit, a tenant who no longer qualifies as a low-income household is not required to pay as rent an amount that exceeds the market rent for a comparable unassisted unit in the neighborhood.
- f. Certification and Recertification of Tenant Income: Owner must certify each tenant's household income initially, and must recertify such income annually in accordance with HOME regulations using the Section 8 (Part 5) income calculation.
- g. The maximum monthly allowances for utilities and services, excluding telephone, are attached hereto as **Attachment E**. These maximum monthly allowances are updated annually, and Owner is responsible for contacting County to ensure compliance with the maximum monthly allowance amounts.

11. TENANT SELECTION CRITERIA; LEASE REQUIREMENTS (§92.253)

- a. Owner shall adopt written tenant selection policies and criteria, which must be pre-approved by the County. The criteria must: (i) be consistent with the purpose of providing housing for very-low-income and low-income households, (ii) be reasonably related to program eligibility and the applicant's ability to perform the lease obligations, (iii) provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as practicable, and (iv) give prompt written notification to any rejected applicant of the grounds for any rejection.
- b. Tenants must be offered renewable lease agreements with an initial duration of at least one year, unless a shorter time period is mutually agreed upon by the tenant and the landlord.
- c. Owner shall comply with all terms and conditions of 24 C.F.R. 92.253, regardless of whether specified herein.
- d. In compliance with 24 CFR 92.253(d), neither the Owner nor General Partner may discriminate against rental assistance subsidy holders.
- e. Tenant leases may not contain any of the prohibited provisions set forth in 24 C.F.R. 92.253 including, but not limited to:
 - i. Agreement by the tenant to be sued, to admit guilt, or to have a judgment entered in favor of Owner in a lawsuit brought in connection with the lease;
 - ii. Except as allowed by Oregon law, agreement by the tenant to allow Owner to take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties;
 - iii. Agreement by the tenant not to hold Owner or its agents legally responsible for any action or failure to act;
 - iv. Agreement by the tenant that Owner may institute a lawsuit without notice to the tenant;

- v. Agreement by the tenant that Owner may evict tenant or household members without instituting a civil court proceedings in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- vi. Agreement by the tenant to waive any right to a trial by jury, to waive the tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease; or
- vii. Agreement by the tenant to pay attorney fees or costs even if the tenant wins in a court proceeding against the Owner. The tenant may, however, be obligated to pay costs and attorney fees if the tenant loses.
- viii. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

The Owner may not terminate the tenancy or refuse to renew the tenant's lease except for serious or repeated violation of the terms of the lease, for violation of law, for completion of the tenancy period for transitional housing, or for other good cause. To terminate or refuse to renew tenancy, Owner must serve written notice on the tenant specifying the grounds for the action at least 30 days before the termination of the tenancy.

12. Labor (592.354)

If the Project involves construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds, Owner shall comply with the Davis-Bacon Act (40 U.S.C. 3141) and all regulations related to the same, and shall pay all laborers and mechanics employed in the development of any part of the housing not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141). Owner shall further comply with the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).

Owner shall comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations at 29 CFR Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States), which are incorporated by reference into this Agreement. Owner shall include this clause in any contract with a contractor or subcontractor. A breach of the contract clause above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

13. Construction

If the Project involves construction such that it meets the definition of a federally assisted construction contract, the following shall apply:

During performance of this Agreement, Owner agrees as follows:

- a. Owner hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Owner agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Owner further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14. PROPERTY STANDARDS (§92.251)

- a. Owner shall comply with, and the Project must meet, all applicable property standards set forth in 24 CFR 92.251. Pursuant to 24 CFR 92.504(d), County staff will periodically inspect the Project during construction and after completion to assure compliance with the property standards set forth in 24 CFR 92.251.
- b. Upon project completion and throughout the Period of Affordability, the Project must be maintained so that it continues to meet the property standards set forth in 24 CFR 92.251.

15. INDEMNIFICATION, INSURANCE, AND CONDEMNATION

Owner agrees to indemnify, defend and hold harmless the County and its elected officials, officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands, except when due to the County's sole negligence or willful misconduct, arising from performance of this Agreement. This includes, but is not limited to, any and all claims by HUD for repayment as result of the funds dispersed hereunder being used for an ineligible purpose under the HOME Program, HOME Regulations, or applicable law, or because the Project does not meet requirements of the HOME Program, HOME Regulations, or other applicable law.

Owner shall maintain all-risk property insurance in the amount of the full replacement value of the property, commercial general liability insurance in the minimum amount of \$2,000,000 per occurrence, \$4,000,000 aggregate, and Rent Loss insurance in an amount equal to 12 months rental income. Owner shall provide County proof of insurance in the required amounts upon execution of this Agreement, and again upon request of the County. Owner shall give county no less than 30 days' notice if there is a cancellation, nonrenewal or material change of Owner's insurance. See paragraph 1.12 of the Trust Deed for additional insurance requirements.

Owner shall diligently undertake to repair or restore the Property if damaged or destroyed, with such work commencing no later than 120 days after the damage or 30 days following receipt of the insurance proceeds and completed within one-year of the damage, and that the Owner is responsible to make up any insufficiency in insurance proceeds.

Article II of the Trust Deed shall control in the event that any part of or interest in the Property is taken or damaged by reason of any public improvement, eminent domain, condemnation proceeding, or in any similar manner (a "Condemnation").

16. EVENTS OF DEFAULT

An event of default under the Loan Documents includes the following; provided that the party declaring a default has first provided to the other party thirty days' written notice specifying the alleged default and giving such other party the opportunity to cure the alleged default during that 30 day period, or during such longer period as is agreed to by the non-defaulting party in writing; provided that, in the event the Owner is diligently and continuously pursuing cure in good faith, the Owner shall be provided such length of time as is necessary to cure such default, except that such extended cure period shall not exceed ninety (90) days:

- Noncompliance with the term and conditions of the Loan Documents
- Owner shall file a voluntary petition in bankruptcy or such a petition shall be filed against Owner
- Non-payment of judgments within 30 days
- Suspension of business
- Dissolution or liquidation of Owner
- Liens against the Property not paid in 60 days (except for liens listed in Exhibit B of the Trust Deed or otherwise permitted under the Loan Documents)
- Noncompliance with the Affordability Requirements at any time during the term of this Loan
- Construction abandoned for more than 30 consecutive days for cause not beyond reasonable control of Owner
- Construction stopped by governmental authority or entitlement withdrawn or suspended
- Prohibited Transfer

- Material misrepresentation made by Owner to County
- A default is declared against Owner under any other loans secured by the Property and such default is not cured prior to the expiration of any applicable notice, grace or cure periods
- Foreclosure proceedings are initiated, or a receiver is appointed, with respect to the Property
- Failure to execute the Trust Deed and Declaration of Land Use Restrictive Covenants within 30 days of obtaining title to the Property
- Failure to obtain title to the Property within 60 days of executing this Agreement.

The following shall also be an event of default under the Loan Documents:

- a. **Securing all Funding.** The Owner must secure all fund sources identified in Attachment B, as evidenced by a commitment letter or similar agreement, within 12 months from the Effective Date identified in Section 32.
 - b. **Full Occupancy requirement.** Within 18 months from the date of project completion, the project must achieve full occupancy. HOME assisted units must be occupied by HOME eligible households.
 - c. **Noncompliance with the Affordability Requirements** at any time during the term of this Agreement.
17. County agrees that any cure of any default made or tendered by the General Partner or the Limited Partner of the Owner shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner.

18. REMEDIES FOR DEFAULT

- a. In the event of default, either party may pursue any legal or equitable remedy available to it. Without limiting the foregoing, County may (i) declare the entire amount of the Loan due and payable at once, or (ii) extend the Period of Affordability for a period equal to the length of the period during which noncompliance with the Affordability Requirements existed, (iii) in accordance with 2 CFR 200.338, suspend or terminate this Agreement if Owner fails to materially comply with any term of this Agreement, (iv) permit the Agreement to be terminated in whole or in part in accordance with 2 CFR 200.339, (v) pursue any other remedy available at law, under contract, or in equity.
- b. The County and any tenant or applicant who meets the income limitation applicable under 24 CFR 92 (whether prospective, present or former occupant) shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Owner and/or Recipient of its obligations under this Agreement in state court.

19. AFFIRMATIVE MARKETING (§92.351)

If the Project contains five or more HOME-Assisted Units, the Owner must comply with 24 C.F.R. 92.351 and 24 C.F.R. 253, and must implement and follow the adopted Affirmative Marketing Plan of the County, **Attachment F** (the "Plan"). The Recipient must cause the Owner to maintain records evidencing compliance with the Plan.

20. MINORITY/WOMEN'S BUSINESS

In accordance with Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), the County has adopted procedures and requirements for HOME projects for the purpose of encouraging the use of minority and women's business enterprises. The Owner certifies that it will follow and implement the adopted procedures and requirements in **Attachment F**.

21. NON-DISCRIMINATION (§92.350)

- a. The Owner must comply with all applicable federal, state, and local laws prohibiting discrimination on the basis of age, sex, marital status, familial status, religion, race, creed, color, sexual orientation, nationality, the presence of any sensory, mental or physical handicap, or other protected class. These requirements apply to both employment opportunities and the provision of housing and are specified in
 - i. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 200d et seq.);
 - ii. Title VI; Civil Rights Act of 1968, Title VIII, as amended;
 - iii. Equal Employment Opportunity, Executive Order 11246, as amended;
 - iv. Section 3 of the Housing and Urban Development Act of 1968 as may be amended;

- v. Section 504 of the Rehabilitation Act of 1973 as may be amended;
 - vi. The Fair Housing Act of 1988 as may be amended (42 U.S.C. 3601-3620);
 - vii. Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259);
 - viii. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); and
 - ix. Americans with Disabilities Act of 1990 as may be amended (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225).
- b. Owner shall maintain data on the extent to which each racial and ethnic group and single-headed household (by gender of head of household) have applied for and rented units in the Project.

22. DISBURSEMENT OF FUNDS

- a. County will disburse HOME funds for eligible costs when the following conditions are satisfied:
 - i. All the Loan Documents are signed;
 - ii. Receipt of all necessary funds from the funding sources identified in Attachment B.
 - iii. Owner has acquired title to the Property no later than 60 days from the date of this Agreement;
 - iv. The Trust Deed and Declaration of Land Use Restrictive Covenants are signed and recorded no later than 30 days from acquisition of the Property; and
- b. Draw Request
 - i. Owner agrees to complete and return a new vendor packet to set up payment location. This will be provided by the County, once loan documents have been signed.
 - ii. Owner agrees to request funds under this Agreement only when they are needed for payment by Owner of specific allowable and eligible costs and only in amounts needed to pay such costs.
 - iii. The County shall verify requested amounts for satisfactory completion prior to payment. Payments shall be based upon work completed and approved by the County.
 - iv. Draw Documentation: Borrower shall initiate each request for a disbursement of HOME funds by delivering the following documentation to the County. Completed HOME Disbursement Request Form (**Attachment H**) must be accompanied by detailed source documentation for actual expenses that reflected on payment request section of Disbursement Request Form.
 - v. Review of Draw Requests by County. The County will review each HOME Disbursement Request Form packet that will be funded in whole or in part with HOME dollars. In the event that the County has any objection to any such draw request, County will provide notice via email to Owner within eight (8) business days after the date on which the County received the draw documentation with respect to such draw request and shall specify in detail the basis for each of the objections and requirements for correction of each such objection.
- c. Other Submittals and Approvals
 - i. Cost certification audit (this item should be submitted within 30 days of completion of construction and lease up, and is required to receive IRS Form 8609
 - ii. Annual operating budget 60 days prior to beginning of the fiscal year for the Project
 - iii. Replacement reserve withdrawals within 30 days of such withdrawals.
 - iv. Operating reserve withdrawals within 30 days of such withdrawals.
 - v. Annual project financial statements/audit within 90 days of the end of the Project's fiscal year
 - vi. Green Line Affordable Development Limited Partnership financial statements/audit, within 90 days of the end of their fiscal year (January thru December).
- d. Five percent (5%) of HOME funds will be withheld until the Owner provides the County with the documentation outlined in **Attachment G**.
- e. The Owner must submit Form HUD-40097 (Project Completion Report - Part C, household characteristics for each HOME-assisted unit) within 120 days of the request for final disbursement.
- f. HOME funds may be used only for eligible costs permitted under applicable law. Those costs may include architectural, engineering, or related professional services to prepare plans, drawings, specifications, or work write-up. These costs are eligible if they were incurred not more than 24 months before the later of

dates that HOME funds are committed to the project, Project/Construction Close date, or acquisition of property.

23. CONTRACTOR DEBARMENT AND SUSPENSION

In order to comply with the requirements of 24 CFR Part 24, the Owner must obtain a certification guaranteeing that no participants in lower tier covered transactions, having to do with the Project financed in whole or in part by the HOME Funds, are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal projects.

24. SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development Act of 1968, as amended, applies to:

- Projects for which HUD's share of the project cost exceeds \$200,000; and
- Contracts and subcontracts awarded on projects for which HUD's share of project costs exceeds \$200,000 and the contract or subcontract exceeds \$100,000.

Section 3 requires that to the greatest extent feasible opportunities for training and employment in connection with planning and carrying out the Project be given to low-income residents of the Project area, and contracts for work in connection with the Project be awarded to business concerns, including but not limited to individuals for firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the Project area.

25. LEAD BASED PAINT AND HAZARDOUS MATERIALS (\$92.355)

- a. For all units in the Project (not just HOME-Assisted Units) and for common areas, the Owner shall comply with the HUD Lead-Based Paint Regulations (24 C.F.R. 92.355, 24 CFR Part 35 and 24 CFR 982.401(j)) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821 et. seq.) as amended requiring prohibition of the use of lead-based paint whenever HOME Funds are used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.
- b. For purposes of this Section 23, "Environmental Law" means any federal, state, or local law, statute, ordinance, or regulation pertaining to Hazardous Substances, health, industrial hygiene, or environmental conditions, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 USC 9601-9675, and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, 42 USC 6901-6992. For the purposes of this Section 23, "Hazardous Substance" includes, without limitation, any material, substance, or waste that is or becomes regulated or that is or becomes classified as hazardous, dangerous, or toxic under any federal, state, or local statute, ordinance, rule, regulation, or law.
- c. If, at any time, County has reason to believe that any release, discharge, or disposal of any Hazardous Substance affecting the Project, the Property, or any improvements thereon in violation of Environmental Law has occurred or is threatened, or if County has reason to believe that a violation of an Environmental Law has occurred or may occur with respect to the Property, the Project, or improvements thereon, County may require Owner to obtain or may itself obtain, at Owner's expense, an environmental assessment of such condition or threatened condition by a qualified environmental consultant. Owner shall promptly provide to County a complete copy of any environmental assessment obtained by Owner.
- d. In the event that any investigation, site monitoring, containment, cleanup, removal, restoration, or other remedial work of any kind or nature (the "Remedial Work") is required under any applicable Environmental Law, any judicial order, or by any governmental agency or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a Hazardous Substance on, under, or about all or any portion of the Property, or the contamination (whether presently existing or occurring after the date of this Trust Deed) of the buildings, facilities, soil, groundwater, surface water, air, or other elements on or under any other property as a result of Hazardous Substances emanating from the Property, Owner shall, within 30 days after written demand by County for Owner's performance under this provision (or such shorter period of time as may be required under any applicable law, regulation, order, or agreement), commence and thereafter diligently prosecute to completion, all such Remedial Work. All costs and expenses of such Remedial Work shall be paid by Owner including, without limitation, County's reasonable professional fees and costs incurred in connection with monitoring or review of the legal aspects of such Remedial Work. In the event Owner shall fail to timely

commence, or cause to be commenced, such Remedial Work, County may, but shall not be required to, cause such Remedial Work to be performed. In that event, all costs and expenses incurred in connection with the Remedial Work shall become part of the Obligations secured by the Trust Deed and shall bear interest at a rate of 8.0% per annum compounded annually until paid.

Owner shall hold County, its elected officials, directors, officers, employees, agents, successors, and assigns, harmless from, indemnify them for, and defend them against any and all losses, damages, liens, costs, expenses, and liabilities directly or indirectly arising out of or attributable to any violation of any Environmental Law, any breach of Owner's warranties in this Section 23, or the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under, or about the Property, the Project, or any improvements thereon, including without limitation the costs of any required repair, cleanup, containment, or detoxification of the Property, the Project, or any improvements thereon, the preparation and implementation of any closure, remedial or other required plans, reasonable attorney fees and costs (including but not limited to those incurred in any proceeding and in any review or appeal), fees, penalties, and fines; provided however that, notwithstanding the foregoing, Owner shall have no obligation to indemnify or provide contribution to any person or party for, from or against any losses, damages, liens, costs, expenses or liabilities directly or indirectly arising out of or attributable to the negligence or willful misconduct of such person or party.

- a. To the best of Owner's knowledge, Owner represents and warrants to County that:
 - i. Neither the Property (including the Project and any other improvement thereon) nor Owner is in violation of any Environmental Law or subject to any existing, pending, or threatened investigation by any governmental authority under any Environmental Law.
 - ii. Owner has not and is not required by any Environmental Law to obtain any permit or license other than those it has obtained to construct or use the Improvements.
 - iii. To the best of Owner's knowledge, no Hazardous Substance has ever been used, generated, manufactured, produced, stored, released, discharged, or disposed of on, under, or about the Property in violation of any Environmental Law.
- b. All representations, warranties, and covenants in this Section 23 shall survive the satisfaction of Owner's payment obligations under the Loan Documents, the re-conveyance of the Property, or the foreclosure of the Trust Deed by any means.

26. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT (§92.353)

Owner shall comply with all the regulations and laws regarding displacement, relocation, acquisition and replacement of housing, including those contained in 24 CFR 92.353 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 USC 4601-4655).

27. CONFLICT OF INTEREST §92.356

Owner shall comply with all requirements set forth in 24 C.F.R. 92.356. Unless an exception is granted by the County pursuant to 24 CFR 92.356(f)(2), no developer, owner or sponsor of the Project, or officer, employee, agent or consultant of the Recipient, developer or sponsor, may occupy a HOME-Assisted Unit in the Project. This section does not apply to an employee or agent who occupies a HOME-Assisted Unit as the project manager or maintenance worker.

28. VAWA REQUIREMENTS § 92.359

Owner shall comply with all requirements of the Violence Against Women Act (VAWA) set forth in 24 CFR part 5, subpart L and all other requirements set forth in 24 CFR § 92.359. VAWA notice and certification form is located in Attachment I.

29. FAITH BASED ACTIVITIES

- a. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.

- b. An organization that participates in the HOME program shall not, in providing program assistance, discriminate against a program beneficiary, or prospective program beneficiary, on the basis of religion or religious belief.
- c. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOME funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part.

30. RECORDS

- a. Owner must keep such records as are necessary to demonstrate compliance with all parts of this Agreement, including but not limited to the affordability requirements, tenant lease provisions, property standards, affirmative marketing, anti-discrimination, Section 3, MBE/WBE, environmental review, relocation/displacement/property acquisition, labor requirements, lead-based paint, conflict of interest, debarment and suspension, unit substitution and filling vacancies, financial and intergovernmental review.
- b. Owner must annually provide tenant eligibility records to the County.
- c. Record Retention Periods
 - i. Except as stated in this subparagraph, records must be retained for five years following the Project Completion Date.
 - ii. Owner shall maintain records pertaining to each tenant's income verifications, project rents and project inspections for at least the most recent five year period, until five years after the Period of Affordability has expired.
 - iii. Written agreements must be retained for five years after the Agreement terminates.
 - iv. Records covering displacement and acquisition must be retained for five years after the date by which all persons displaced from the Property and all persons whose property is acquired for the Project have received the final payment to which they are entitled under 24 CFR 92.353.
 - v. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- d. Access to Records. HUD, the Comptroller General of the United States of America, the County, and any of their respective, properly identified representatives, have the right of access to and the right to inspect, copy audit, and examine all books, records and other documents relating directly to the Recipient's and/or Owner's receipt and disbursement of the HOME Funds, as well as access to the Project, all during normal business hours and upon reasonable notice of not less than 48 hours, subject to safety and security policies employed at the Property and uniformly applied and to the rights of tenants in lawful possession. Upon request, the Recipient must assist, or must cause Owner to assist, the County by serving notice to affected tenants, as required under Oregon Law.

31. MONITORING

- a. Within 60 days of project completion and subject to the application of Section 27(d) above, the County staff will make an on-site visit to monitor compliance with the HOME rent and occupancy standards.
- b. The County will monitor Project performance to ensure compliance with the requirements of this Agreement. During the initial Period of Affordability, the monitoring will be conducted in accordance with applicable law including, but not limited to, 24 CFR 92.251 and 24 CFR 92.504(d), and will include on-site inspections and a review of all records required in and made in accordance with Section 0 above.

32. WAIVER

Failure by either party to enforce any right under this Agreement or any of the Loan Documents shall not be deemed to be a waiver of that right or of any other right.

33. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the heirs, successors, and assigns of each party, provided that written consent is obtained from the other party.

34. AUTHORITY TO SIGN

Each party signing this Agreement, and the other Loan Documents, represents that it has full power and authority to enter into this Agreement and all other documents contemplated thereby, and the persons signing this Agreement for such party, if such party is not an individual, have full power and authority to sign for such party and to bind it to this Agreement, and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with the Loan Documents. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

35. EFFECTIVE DATE AND TERM

The Effective Date of this Agreement shall be the date this Agreement is signed by both parties. This Agreement is effective through the affordability period required under Section 9 of this Agreement and 24 CFR 92.252.

36. ADDITIONAL TERMS AND CONDITIONS

- a. Program income: "program income," as defined under 24 CFR 92.2, shall be remitted to the County.
- b. Owner must comply with all applicable uniform administrative requirements as described in 24 CFR 92.505 or other applicable law.
- c. Owner shall carry out each activity under this Agreement in compliance with all applicable Federal laws and regulations described in subpart H of 24 CFR Part 92.
- d. Reversion of assets: upon expiration of this Agreement, OWNER MUST TRANSFER TO County any HOME funds on hand at the time of expiration and any accounts receivable attributable to use of HOME funds.
- e. Repayment: any repayment or recapture of HOME funds must be remitted to the County.
- f. Fees: Owner shall not charge service, origination, or other fees for the costs of administering the HOME program, except as permitted by 24 CFR 92.214(b)(1).
- g. Owner shall comply with the project requirements of 24 CFR Part 92, Subpart F.
- h. Owner shall comply with all other applicable requirements and restrictions set forth in 24 CFR Part 92, whether or not specifically described herein.

37. **COMPLIANCE AND FURTHER ASSURANCES.** Owner shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Owner agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement and the other Loan Documents including, but not limited to, executing all additional documentation necessary for County to comply with applicable Federal requirements.

38. **GOVERNING LAW.** This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Owner that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Owner, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

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

40. **TIME IS OF THE ESSENCE.** Owner agrees that time is of the essence in the performance of this Agreement.

41. **NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

42. **LIMITATION OF LIABILITIES.** This Agreement and the other Loan Documents are expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and are contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
43. **MERGER.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS 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. OWNER, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT, AND OWNER AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

PROJECT OWNER:

GREEN LINE AFFORDABLE DEVELOPMENT LIMITED PARTNERSHIP,
an Oregon limited partnership

By: GM Fuller Station LLC,
an Oregon limited liability company,
its General Partner

By: Guardian Development LLC,
an Oregon limited liability company,
its Manager

By: Guardian Real Estate Services LLC,
an Oregon limited liability company,
its Manager

By: Guardian Holding, Inc.,
an Oregon corporation,
its Manager

By: 

Thomas B. Brenneke
President

DUNS#111677038 (Green Line Affordable
Development Limited
Partnership)

12/22/2020

Date

CLACKAMAS COUNTY

Chair: Tootie Smith
Commissioner: Sonya Fischer
Commissioner: Mark Shull
Commissioner: Paul Savas
Commissioner: Martha Schrader

Date of Board of County Commissioners meeting:
January 7, 2021

Signing on Behalf of BCC:

(signature)
Printed Name: Richard Swift
Title: Director, Health, Housing and Human
Services

Date

Attachment A. Legal Description

PARCEL 1
PARTITION PLAT NO. 2020-098
LEGAL DESCRIPTION

PARCEL 1, PARTITION PLAT NO. 2020-098, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON.

ALSO BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1, PARTITION PLAT NO. 2020-098, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, SAID CLACKAMAS COUNTY; THENCE, ALONG THE WEST, NORTH, EAST AND SOUTH LINES OF SAID PARCEL 1 THE FOLLOWING SIX COURSES; NORTH 12°52'03" EAST A DISTANCE OF 172.23 FEET; THENCE, SOUTH 87°33'25" EAST A DISTANCE OF 490.03 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT 32.16 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°59'55" (THE CHORD OF WHICH BEARS SOUTH 47°44'41" EAST A DISTANCE OF 18.81 FEET) AN ARC DISTANCE OF 19.08 FEET; THENCE, SOUTH 09°17'39" EAST A DISTANCE OF 122.04 FEET; THENCE, SOUTH 02°28'43" WEST A DISTANCE OF 38.28 FEET; THENCE, NORTH 87°30'52" WEST A DISTANCE OF 560.44 FEET TO THE POINT OF BEGINNING.

Attachment B. Sources and Uses of Funds

Sources of funding for project: as of updated pro-forma data provided on 11/16/2020. See "Cash Flow" tab on proforma for specific cost estimates and timing.

Source of Funding	Amount	Use of Funds summary (list proforma line item details for use and timing)
HOME	\$950,000	Funded at 1/28/21 closing and paying architectural, engineering, and inspections.
OHCS 4% LIHTC (Equity)	\$15,535,475	10% at 1/28/21 closing, 10% at 2/28/22 CO with remainder funded at 9/2/22 stabilization/conversion
OHCS Weatherization	\$332,381	Funded at stabilization at 9/2/22 to reimburse for energy efficient construction items
Metro Bond Funds (HACC)	\$10,000,000	\$2.75M at 1/28/21 closing with remainder to fund on-site construction draws between 1/1/21-5/30/21
Metro TOD	\$500,000	Funded at 1/28/21 closing
JPMC Perm Loan	\$15,655,000	Funded at stabilization at 9/2/22
Deferred Development fee	\$2,958,821	Funded at stabilization at 9/2/22
Special limited partner	\$100	Funded at 1/28/21 closing
Total Proposed Development Cost	\$45,931,777	

Attachment C. Schedule of Tasks
As of December 3, 2020

	PROPOSED DATE (month/year)*	REVISED DATE (month/year)*	COMPLETED DATE (month/year)*
SITE			
Option/Contract executed			Oct. 5, 2018
Site Acquisition			Aug 27, 2020
Zoning Approval			Sept 10, 2019
Site Analysis			Dec 5, 2018
Building Permits & Fees	Dec. 2020		
Off-site Improvements	Feb. 2021		
PRE-DEVELOPMENT			
Plans Completed (permit)			April 2, 2020
Final Bids			July 7, 2020
Contractor Selected			Nov 2019
FINANCING			
CONSTRUCTION LOAN:			
Proposal			Sept. 2020
Firm Commitment (submittal)			Sept. 2020
Closing/Funding of Loan	Jan 2021 closing thru Sept 2022 conversion		
PERMANENT LOAN			
Proposal			Sept. 2020
Firm Commitment			Sept. 2020
Closing/funding of Loan	Sept. 2022		
DEVELOPMENT			
Syndication Agreement	Jan 2021		
** Construction Begins	Jan 2021		
Construction Completed	March 2022		
Certificate Of Occupancy	March 2022		
MARKETING			
Lease up begins	March 2022		
Lease up completed	Sept 2022		
Absorption (units per month)	33.33 units		
** Construction to start within twelve months of the agreement date		*Submitted permit, sent to County	

Attachment D. Home Match Contribution Form

PROJECT: Fuller Station Affordable Housing

Total number of units in project: 100
Number of HOME-assisted units: 10
Applicable match credit percentage*: 10%

MATCH SOURCE*	ELIGIBLE MATCH TYPE	ELIGIBLE MATCH AMOUNT	MATCH CREDIT
METRO Transit Oriented Development & Multifamily Energy	5	\$500,000	1.01%
METRO Affordable Housing Bond	5	\$10 million	21.77%
Total match:		\$10,500,000	22.8%

Eligible forms of match as defined in 24 CFR 92.220(a):

- (1) Cash Contribution from Non-federal Source
- (2) Foregone Taxes, Fees and Charges
- (3) Donated Land or Other Real Property
- (4) On-site or Off-site Infrastructure
- (5) Proceeds from Affordable Housing Bonds
- (6) Donated Site Preparation and Construction Materials
- (7) Donated Site Preparation and Construction Equipment
- (8) Donated or Voluntary Labor or Professional Services
- (9) Sweat Equity (homeownership only)
- (10) Supportive Services (for rental projects only)

*24 CFR 92.219 states that 100% of the matching contribution can be recognized if "...at least 50 percent of the housing units in the project are HOME-assisted."

Attachment E. HOME Affordability Requirements

1. HOME Rent Schedule & Utility Allowance

Rent Schedule -

US Department of Housing and Urban Development
PMSA: Portland-Vancouver-Hillsboro, OR-WA MSA
Effective: July 1, 2020

	Low HOME	High HOME
1 Bedroom	\$863	\$1,103
2 Bedroom	\$1,036	\$1,326
3 Bedroom	\$1,197	\$1,522

Utility Allowance-

- The gross rents must be reduced if the tenant pays for any utilities besides telephone.
- The utility allowances prepared by the County Housing Authority shall be used when adjusting rents (<https://dochub.clackamas.us/documents/drupal/e94b93b6-29dc-457f-838b-f3d28fad110e>).
- Utility adjustments may be proposed by Recipient for the Project, but must be approved by the County.
- Fuller project specifics - residents will pay their own electricity. A utility allowance will cover electric heating, lighting and cooking. Water and sewer will be paid by the owner, along with garbage and natural gas to heat the hot water. The utility allowances are \$50 for a 1 bedroom; \$64 for a 2 bedroom, and \$78 for a 3 bedroom, per month.

Notes – throughout the Period of Affordability rents plus utility standards for the Project will not be set at amounts less than those shown in this initial table.

2. HOME Tenant Income Limits

US Department of Housing and Urban Development
Effective: July 1, 2020

HOUSEHOLD SIZE	50% OF MEDIAN	60% OF MEDIAN	80% OF MEDIAN
1 Person	\$32,250	\$38,700	\$51,600
2 Person	\$36,850	\$44,220	\$59,000
3 Person	\$41,450	\$49,740	\$66,350
4 Person	\$46,050	\$55,260	\$73,700
5 Person	\$49,750	\$59,700	\$79,600
6 Person	\$53,450	\$64,140	\$85,500
7 Person	\$57,150	\$68,580	\$91,400
8 Person	\$60,800	\$72,960	\$97,300

All HUD data included in these tables are updated from time to time and Developer will need to make HUD adjustments.

ATTACHMENT F.

AFFIRMATIVE MARKETING

For housing containing five or more HOME-assisted units, the HOME regulations at 24 CFR Part 92.351 require project Owner to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing.

The Project Owner must:

- 1) Display the Equal Housing Opportunity statement or logo on all project signs.
- 2) Use the Equal Housing Opportunity statement or logo on all advertisements and publications. Advertising media may include newspapers of general circulation, radio, television, brochures, or flyers.
- 3) Display a Fair Housing Poster in a place visible to tenants and prospective tenants and in common area(s) of housing assisted with HOME funds.
- 4) Solicit applications for vacant units from persons in the housing market who are least likely to apply for the HOME-assisted housing without the benefit of special outreach efforts.

In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the newly constructed or rehabilitated building is located shall be considered those least likely to apply.

For outreach purposes, the Owner may utilize the housing authority, community action agencies, community development corporations, other community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, Clackamas County's Social Services' Information and Referral, the Community Connections website, or medical service centers to publicize unit vacancies or otherwise provide information to potential tenants.

- 5) Maintain file records containing all marketing efforts including, but not limited to, copies of newspaper advertisements, file memorandums documenting phone inquiries, copies of inquiry letters and related responses, etc. *These records shall be made available to County for inspection during normal working hours.*

During the rent-up and initial marketing phase, County will assess the efforts of Owner through the use of certifications of compliance by the Owner or Property Manager. Thereafter, County will annually assess the efforts and the success of the affirmative marketing actions by the project Manager.

In the event Owner fails to comply with the affirmative marketing requirements, County will require corrective actions which include, but are not limited to, requiring the Owner to conduct extensive outreach efforts on all future vacancies using appropriate contacts such as those outlined above in order to achieve occupancy goals. County may require other corrective actions as necessary.

**OUTREACH TO MINORITY-OWNED AND WOMEN-OWNED
BUSINESSES ENTERPRISES (MBE/WBE)**

Clackamas County Community Development Division (CCCDD) will take the following steps to ensure, to the maximum extent possible, that small and minority-owned business enterprises and women-owned business enterprises (MBE/WBE) are used whenever possible and economically feasible:

- ◆ Include language in all notices and advertisements related to the HOME Program which states that MBE/WBE are encouraged to apply for such funds and to participate as suppliers, contractors, professional service providers, etc. on projects assisted with HOME funds. All informational and documentary materials will also include this language.
- ◆ Include qualified MBE/WBE on any contractor or solicitation lists.
- ◆ Coordinate with the Oregon Office of Minority, Women and Emerging Small Business to maintain a list of eligible MBE/WBE. This list will be made available to HOME recipients.
- ◆ When necessary and appropriate, utilize the services and assistance of the US Department of Commerce's Small Business Administration and Minority Business Development Agency.
- ◆ Through contractual agreement, ensure that recipients of HOME program funds solicit MBE/WBE whenever they are potential sources.
- ◆ When feasible, divide total requirements into smaller tasks or quantities to permit maximum participation by MBE/WBE.
- ◆ When feasible, establish delivery schedules which will encourage participation by MBE/WBE.
- ◆ In conjunction with HOME-Assisted Projects, CCCDD will:
 - ◆ Encourage project sponsors, developers and Recipients to include, to the maximum extent feasible, the use of MBE/WBE in providing supplies, professional and construction services.
 - ◆ Request that project sponsors/developers maintain statistical data and identify jobs which have been bid by MBE/WBE. CCCDD may inspect the project site to confirm the percentage of minority and women laborers working at the site.

Monitor project sponsors, developers and Recipients to determine their compliance efforts in promoting the use of MBE/WBE in specific procurement areas, i.e. supplies, professional services, and construction services.

ATTACHMENT G.

1. **Monthly Progress Reports.**

During the construction phase, the Owner or its representative must submit a progress report each month that describes:

- a. Work completed during the reporting period; and
- b. Any decisions that have been made in the field, including changes to the scope of work, schedule and resolution to problems or disputes.

2. **Final disbursement of HOME Funds at Project Completion.**

Five percent of HOME funds will be withheld until:

- a. The County inspects the completed project to verify that the HOME-Assisted Units meet the property standards set for at 24 CFR 92.251; and
- b. The Owner or its representative submits all of the following documentation:
 - i. Documentation that relocation (if any) was conducted in accordance with Section 24 of this Agreement;
 - ii. Certification statement that the completed project meets the accessibility requirements of 24 CFR 92.251(a)(2)(i);
 - iii. Certificate of Occupancy;
 - iv. Final Sources and Uses or Cost Certification that identifies the actual cost and funding source of each line item on the development budget;
 - v. Documentation for each source of match;
 - vi. Contractor information:
 - (1) Copy of construction contract between Owner and General Contractor.
 - (2) Certification that neither the General Contractor nor participants in lower tier covered transactions having to do with the project are currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federal projects.
 - (3) Forms and Assurances from General Contractor:
 - (a) Affidavit of Payment of Debts and Claims;
 - (b) Affidavit of Release of Liens from General Contractor and all Subcontractors;
 - (c) Consent of Surety Company to Final Payment (if bonded);
 - (d) Section 3 Summary Report (form HUD-60002); and
 - (e) Contractor/Subcontractor Activity form (form HUD-2516).
 - vii. Copy of the Management Agreement;
 - viii. Copy of HOME tenant lease;
 - ix. Copy of the written tenant selection criteria; and
 - x. Form HUD-40097 (Project Completion Report - Part C, household characteristics for each HOME-Assisted Unit) must be submitted within 120 days of the request for final disbursement.

**CLACKAMAS COUNTY COMMUNITY DEVELOPMENT DIVISION
HOME PROGRAM
MONTHLY PROGRESS REPORT**

Date of Report: _____	Project Name: _____
Contact Person: _____	Telephone #: _____
Reporting Period: From: _____	To: _____

1. Description of activities accomplished this period:

2. During this reporting time, were there any decisions made in the field, including changes to the scope of work, schedule and resolution to problems or disputes?

CERTIFICATION:

I, the undersigned, do hereby certify that the information contained in this report is true and correct and accurately reflects the progress and status of the project.

Signed: _____ Date: _____

Please e-mail the Progress Report form to the Clackamas County Community Development Division
(cdgeneral@clackamas.us)
Attn: Home Program Manager

ATTACHMENT I. VAWA NOTIFICATION AND CERTIFICATION

[insert Name of Housing Provider¹]

Notice of Occupancy Rights under the Violence Against Women Act²

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.³ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **[insert name of program or rental assistance]** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.*

Protections for Applicants

If you otherwise qualify for assistance under **[insert name of program or rental assistance]**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **[insert name of program or rental assistance]**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or

¹ The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

occupancy rights under [insert name of program or rental assistance] solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence,

dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

For Additional Information

You may view a copy of HUD's final VAWA rule at **[insert Federal Register link]**.

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **[insert name of program or rental assistance contact information able to answer questions on VAWA]**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **[insert contact information for relevant local organizations]**.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **[insert contact information for relevant organizations]**

Victims of stalking seeking help may contact **[insert contact information for relevant organizations]**.

Attachment: Certification form HUD-5382 **[form approved for this program to be included]**

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

PROMISSORY NOTE
CLACKAMAS COUNTY HOME PROGRAM

Name of Project: Fuller Station Apartments

\$950,000.00

01/05, 2021

For value received, Green Line Affordable Development Limited Partnership, an Oregon limited partnership ("Borrower"), promises to pay to the order of Clackamas County ("Lender"), the sum of **NINE HUNDRED FIFTY THOUSAND and No/100 DOLLARS (\$950,000.00)**, or so much thereof as may be advanced, together with interest thereon at the rate of **zero percent (0.0 %)** **deferred payment per year, compounded annually**. The loan is evidenced by this Promissory Note the ("Note"), a Loan Agreement, a Trust Deed, and a Declaration of Land Use Restrictive Covenants (together, the "Loan Documents"). Unless otherwise defined herein, capitalized terms have the meaning assigned to them in the Loan Agreement.

This Note is subject to the terms of the Loan Agreement and the following terms and conditions. To the extent there may be a conflict between the terms of this Note and the Loan Agreement, the terms of the Loan Agreement shall control:

1. **Payment of Obligation**. Lender makes this loan for the development and construction of Fuller Station Affordable Housing (the "Project"), under Title II, Section 216 and 217 of the National Affordable Housing Act of 1990, and 24 CFR Part 92 (the "HOME" program).
 - a. The loan shall bear interest at a rate of **zero percent (0.0 %)** **deferred payment per year, compounded annually**.
 - b. The term of the loan is 60 years.
 - c. The Maturity Date is 60 years from the date on this Note shown above.
 - d. The loan shall be repaid in full upon the earlier of the Maturity Date, the sale, assignment or other transfer of title to the Property on which the Project will be constructed without Lender's consent, or the date Borrower or its agents or subcontractors is otherwise in default under any of the Loan Documents including, but not limited to, failure to acquire title to the Property on which the Project will be constructed or failure to record the Trust Deed or Declaration of Restrictive Covenants within 30 days of acquiring title to the Property on which the Project will be constructed.
 - e. Payments shall be made at such place as Lender may designate in writing.
 - f. The outstanding principal balance of the loan shall be repaid in full on the Maturity Date set forth in Section 1(c) above. Except as provided in Section 1(d) above, payments of principal shall not be required prior to such Maturity Date.
2. **Governing Law**. This Note shall be governed by and construed in accordance with the laws of Oregon without giving effect to the conflict of law provisions thereof.
3. **Security**. This Note shall be secured by a trust deed from Borrower as grantor to Lender as beneficiary in the Project.
4. **Non-Recourse Provision**. Notwithstanding anything herein or in any of the other Loan Documents to the contrary, this Note shall be non-recourse to the Borrower and its partners.

If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

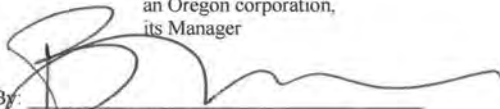
PROJECT OWNER
GREEN LINE AFFORDABLE DEVELOPMENT
LIMITED PARTNERSHIP,
an Oregon limited partnership

By: GM Fuller Station LLC,
an Oregon limited liability company,
its General Partner

By: Guardian Development LLC,
an Oregon limited liability company,
its Manager

By: Guardian Real Estate Services LLC,
an Oregon limited liability company,
its Manager

By: Guardian Holding, Inc.,
an Oregon corporation,
its Manager

By: 
Thomas B. Brenneke
President

CLACKAMAS COUNTY
Chair: Tootie Smith
Commissioner: Sonya Fischer
Commissioner: Mark Shull
Commissioner: Paul Savas
Commissioner: Martha Schrader

Date of Board of County Commissioners meeting:
January 7, 2021

DUNS#111677038 (Green Line Affordable
Development Limited Partnership)

Signing on Behalf of BCC:

(signature)
Printed Name: Richard Swift
Title: Director, Health, Housing and Human
Services

Date

STATE OF OREGON)
County of _____) ss.

On _____, 2021, before me personally appeared Thomas B. Brenneke, who being duly sworn, stated that he is the authorized representative of the sole manager of GM Fuller Station, LLC, an Oregon limited liability company, the sole General Partner of Green Line Affordable Development Limited Partnership, an Oregon limited partnership ("Borrower"), and acknowledged the foregoing instrument to be the voluntary act and deed of the Borrower, signed by authority of such General Partner on behalf of Borrower.

Notary Public for Oregon
My commission expires: _____

See attached Jurat Form
WJ

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 5th
day of January, 2021, by Thomas B. Brenneke

_____ ,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature _____

A handwritten signature in blue ink, appearing to be 'Thomas B. Brenneke', written over a horizontal line.

AFTER RECORDING RETURN TO:
Clackamas County Community Development Division
2051 Kaen Road
Oregon City, OR 97045

STATUTORY NOTICE:
The name and address of the entity holding a lien or other interest created by this instrument are set forth below, and the tax account number of the property subject to the lien or in which the interest is created is: Clackamas County Community Development Division

Legal Description - Exhibit "A" Attached

DECLARATION OF LAND USE RESTRICTIVE COVENANTS

CLACKAMAS COUNTY HOME PROGRAM

Name of Project: Fuller Station Apartments

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS ("Declaration") dated _____, 2021 by Green Line Affordable Development Limited Partnership, an Oregon limited partnership, and its successors and assigns ("Owner") is given as a condition precedent to the award of HOME Investment Partnership ("HOME") Program funds by Clackamas County, a political subdivision of the State of Oregon ("County") together with any successor to its rights, duties, and obligations, and is made in favor of the Clackamas County Community Development Division, who will administer compliance hereunder for and on behalf of the County under the HOME Program.

Owner has applied to the County and entered into a HOME Loan Agreement ("Agreement") for an award to the Fuller Station Apartments project in an amount not to exceed \$950,000.00. As used in this Declaration, "Project" shall mean the Fuller Station Apartments project and the real property described in Exhibit A, attached hereto and incorporated by this reference herein, upon which the Project is being constructed. Pursuant to the terms of the Agreement, Owner has represented to the County restrictions regarding rents and tenant eligibility that Owner will maintain for the Period of Affordability specified in the Agreement. County has entered into agreements with Owner pursuant to which Owner assumes all responsibilities of the Project pursuant to the Agreement. This Declaration is subject to the terms and conditions of the Loan Agreement.

In consideration of the promises and covenants set forth below and of other valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner and the County agree as follows:

SECTION 1 - DEFINITIONS

All the words and phrases used in this Declaration shall have the same meaning as when used in the Agreement and in 24 CFR 92 ("HUD HOME Regulations") unless the context requires otherwise.

SECTION 2 - RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

- (A) Promptly after this Declaration is signed by Owner and County, Owner shall record or cause to be recorded this Declaration and all amendments and file in the official public land deed records of Clackamas County, and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the County a signed original or certified copy of the recorded Declaration showing the date, deed book and page numbers of record.
- (B) The Owner intends, declares, and covenants, on behalf of itself and all future Owners and operators of the Project during the term of this Declaration, that, subject to Section 4(B) below, this Declaration, and the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Project: (1) shall be and are covenants running with the Project, encumbering the Project for the term of this Declaration, binding upon the Owner's successors in title and all subsequent Owners and Operators of the Project; (2) are not merely personal covenants of the Owner; and (3) shall bind the Owner (and the benefits shall inure to the County and any past, present or prospective tenant of the Project) and its respective successors and assigns during the term of this Declaration. The Owner agrees that, subject to Section 4(B) below, any and all requirements of the laws of the State of Oregon to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements of privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Project. For the term of this Declaration, each and every contract, deed or other instrument hereafter signed conveying the Project or portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, the covenants contained herein shall survive and be effective regardless of

whether such contract, deed, or other instrument hereafter signed conveying the Project or portion thereof provides that such conveyance is subject to this Declaration.

- (C) The Owner covenants to obtain the consent of any prior recorded lienholder on the Project to this Declaration.

SECTION 3 - REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE OWNER

The Owner represents, covenants, and warrants as follows:

- (A) The Owner (1) is qualified to transact business under the laws of the State of Oregon, (2) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (3) has the full legal right, power and authority to sign and deliver this Declaration.
- (B) The execution and performance of this Declaration by the Owner (1) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (2) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Project is bound, and (3) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- (C) The Owner will, within 180 days of execution and delivery of this Declaration, have good and marketable title to the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Declaration, any Loan Documents relating to the Project or encumbrances permitted under the Loan Documents).
- (D) There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, overtly threatened in writing against or affecting it, or any of its properties or rights, which if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Declaration) or would materially adversely affect its financial condition.
- (E) The Project constitutes or will constitute a qualified low-income building or qualified low-income project, as applicable, as defined in 24 CFR Part 92 and applicable regulations.
- (F) **Ten units in the Project are HOME-Assisted Units.**

During the term of this Declaration:

- 50% of the HOME-Assisted Units must be leased, rented or made available to members of the general public whose incomes are less than or equal to 50% of the median income (Very Low-Income as defined in the Loan Agreement). 50% of the HOME-Assisted Units must be leased, rented or made available to members of the general public whose incomes are less than or equal to 80% of the median income (Low-Income as defined in the Loan Agreement); for a total of 10 floating HOME units.
- Rents for the HOME-Assisted Units will not exceed the gross rent allowable under 24 CFR 92.252(b)(1) except that, in accordance with 24 CFR 92.252(b)(2), "If the unit receives Federal or State project-based rental subsidy and the very low-income family pays as a contribution toward the rent not more than 30 percent of the family's adjusted income, then the maximum rent (i.e. tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program."

The determination of whether a tenant meets the income requirement shall be made by the Owner or its designated agent at least annually in accordance with 24 CFR 92.252(h).

- (G) During the term of this Declaration, Owner will maintain the Project and each HOME-Assisted unit in accordance with the Property Standards requirements of 24 CFR 92.251.
- (H) Subject to the requirements of 24 CFR Part 92 and this Declaration, the Owner may sell, transfer or exchange the entire Project at any time, but the Owner shall notify in writing and obtain the prior agreement of any buyer or successor or other person acquiring the Project or any interest therein that such acquisition is subject to the requirements of this Declaration and to the requirements of 24 CFR Part 92 and applicable regulations. This provision shall not act to waive any other restriction on sale, transfer, or exchange of the Project or any low-income portion of the Project. The Owner agrees that the County may void any sale, transfer, or exchange of the Project if the buyer or successor or other person fails to assume in writing the requirements of this Declaration and the requirements of 24 CFR Part 92; provided, however, the foregoing shall not apply to any sales, transfers or exchanges made in connection with a foreclosure under any mortgage or trust deed encumbering the Project or any transfers in lieu of foreclosure.

In addition, the withdrawal, or removal of the General Partner of the Owner for cause pursuant to the terms of the Owner's Amended and Restated Agreement of Limited Partnership shall not constitute a default hereunder or under the Agreement, provided that the substitute General Partner is reasonably acceptable to the County and is admitted to Owner within ninety days thereafter.

- (I) The Owner will notify the County in writing prior to any sale, transfer, or exchange of the entire Project or any low-income portion of the Project.
- (J) The Owner shall not demolish any material part of the Project, substantially subtract from any real or material personal property of the Project (excepting obsolete personal property or personal property that has reached the end of its reasonably expected economic life) unless such personal property is replaced by personal of like kind, or permit the use of any residential rental unit for any purpose other than rental housing during the term of this Declaration unless required by law or unless the County has given its prior written consent, which consent shall not be unreasonably conditioned, delayed or withheld.

- (K) The Owner represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged, destroyed, shall be condemned, or acquired for public use, the Owner will use its best efforts, subject to the rights of any mortgagee, to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Declaration.
- (L) The Owner warrants that it has not and will not sign any other Declaration with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith except to the extent applicable law requires otherwise.

SECTION 4 - TERM OF DECLARATION

- (A) This Declaration applies immediately upon recordation, and Owner shall comply with all restrictive covenants contained herein during the term of this Declaration ("Terms of Affordability"). The Terms of Affordability shall include an initial and extended period of affordability. The initial period of affordability shall be 20 years for all new HOME units. The initial period of affordability begins on the Project completion date entered into HUD Integrated Disbursement and Information System (IDIS). The extended period of affordability begins at the end of the initial period of affordability and continues for an additional 40 years or until such time as the loan is deemed paid in full. The Terms of Affordability include both the initial and the extended periods of affordability, for a total of 60 years.
- (B) Pursuant to 24 CFR 92.252(e), as amended, this Declaration and the Terms of Affordability shall remain in effect for not less than the period described in section (A) above without regard to the term of the mortgage or other underlying security and without regard to any transfer of ownership; provided however, that the requirements herein, shall be terminated upon foreclosure or transfer in lieu of foreclosure, but shall be revived according to the original terms if during the original term, the owner of record before the foreclosure or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property.

SECTION 5 – COUNTY'S RIGHT TO INSPECT; OWNER'S OBLIGATION TO REPORT

- (A) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized and properly identified representative of the County, to inspect any books and records of the Owner regarding the Project with respect to the incomes of Low-Income tenants which pertain to compliance with the County's Occupancy Restrictions specified in this Declaration.
- (B) The Owner shall submit any other information, documents, or certifications requested by the County which the County shall deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of the County's Occupancy Restrictions specified in this Declaration.

SECTION 6 - ENFORCEMENT OF 24 CFR 92 AFFORDABLE HOUSING AND INCOME TARGETING REQUIREMENTS

- (A) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of 24 CFR Part 92 and applicable regulations of this Declaration. Moreover, Owner covenants to take any lawful action (including amendment of this Declaration as may be necessary, in the reasonable opinion of the County) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed and published by HUD from time to time pertaining to Owner's obligations under 24 CFR Part 92 and affecting the Project.
- (B) The Owner acknowledges that the primary purpose for requiring compliance by the Owner with restrictions provided in this Declaration is to assure compliance of the Project and the Owner with 24 CFR 92 and the applicable regulations, AND BY REASON THEREOF, THE OWNER, IN CONSIDERATION FOR RECEIVING HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS FOR THIS PROJECT, AGREES AND CONSENTS THAT THE COUNTY AND ANY TENANT WHO MEETS THE INCOME LIMITATION APPLICABLE UNDER 24 CFR 92 (WHETHER PROSPECTIVE, PRESENT OR FORMER OCCUPANT) SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS DECLARATION IN A STATE COURT OF COMPETENT JURISDICTION. The Owner further specifically acknowledges that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.
- (C) The Owner agrees that the representations and covenants set forth herein may be relied upon by the County and all persons interested in Project compliance under 24 CFR Part 92 and the applicable regulations.
- (D) The Owner agrees to take any and all actions reasonably required by the County to substantiate the Owner's compliance with occupancy restrictions of 24 CFR Part 92 as now constituted or subsequently amended and other occupancy restrictions of the County as now constituted or subsequently adopted.

- (E) This Declaration and the Agreement of which it is a part may be enforced by the County or its designee in the event the Owner fails to satisfy any of the requirements herein. In addition, this Declaration shall be deemed a contract enforceable by one or more Tenants as third-party beneficiaries of the Declaration and Agreement.

SECTION 7 - MISCELLANEOUS

- (A) Severability. The invalidity of any clause, part, or provision of this Declaration shall not affect the validity of the remaining portions thereof.
- (B) Notices. All notices to be given pursuant to this Declaration shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

TO THE COUNTY: Community Development Manager
Clackamas County Community Development
2051 Kaen Road, Oregon City, OR 97045

TO THE OWNER: Green Line Affordable Development Limited Partnership
c/o GM Fuller Station LLC
760 SW 9th Avenue, Suite 2200
Portland, OR 97205

WITH COPIES TO: CREA Fuller Station Affordable Housing LLC
30 South Meridian Street, Suite 400
Indianapolis, IN 46204

AND: Geller Silvis & Associates, Inc.
8370 SE Causey Ave., Suite B
Happy Valley, OR 97086

The notice parties identified above may, by notice given hereunder to the other notice parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

- (C) Amendment. The Owner agrees that it will take all actions necessary to effect amendment of this Declaration as may be necessary to comply with 24 CFR Part 92, any and all applicable rules, regulations, policies, procedures, rulings, or other official statements pertaining to the HOME assistance. The County, together with Owner, may sign and record any amendment or modification to this Declaration and such amendment or modification shall be binding on third-parties granted rights under this Declaration.
- (D) Governing Law. This Declaration shall be governed by the laws of the State of Oregon, and, where applicable, the laws of the United States of America, without giving effect to the conflict of law provisions thereof.
- (E) Survival of Obligations. The obligations of the Owner as set forth herein and in the HOME Agreement application shall survive the reservation of HOME funds and shall not be deemed to terminate or merge with the awarding of the funds.

Owner has caused this Declaration to be signed by its duly authorized representatives, as of the day and year first written above.

PROJECT OWNER:


GREEN LINE AFFORDABLE DEVELOPMENT LIMITED PARTNERSHIP, an Oregon limited partnership

By: GM Fuller Station LLC, an Oregon limited liability company, its General Partner

By: Guardian Development LLC, an Oregon limited liability company, its Manager

By: Guardian Real Estate Services LLC, an Oregon limited liability company, its Manager

By: Guardian Holding, Inc., an Oregon corporation, its Manager

By: 
Thomas B. Brenneke
President

DUNS#111677038 (Green Line Affordable Development Limited Partnership)

12/22/2020

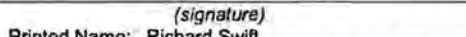
Date

CLACKAMAS COUNTY

Chair: Tootie Smith
Commissioner: Sonya Fischer
Commissioner: Mark Shull
Commissioner: Paul Savas
Commissioner: Martha Schrader

Date of Board of County Commissioners meeting:
January 7, 2021

Signing on Behalf of BCC:


(signature)
Printed Name: Richard Swift
Title: Director, Health, Housing and Human Services

Date

[Please conform to the Promissory Note notary form.]

STATE OF OREGON)

County of Multnomah) ss.

On December 22, 2020, before me personally appeared Thomas B. Brenneke who being duly sworn, stated that he/she is the authorized representative of Green Line Affordable Development Limited Partnership and acknowledged the foregoing instrument to be the voluntary act and deed of the Borrower, signed by authority of Borrower.




Notary Public for Oregon
My commission expires: January 15, 2023

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

PARCEL 1
PARTITION PLAT NO. 2020-098
LEGAL DESCRIPTION

PARCEL 1, PARTITION PLAT NO. 2020-098, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON.

ALSO BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1, PARTITION PLAT NO. 2020-098, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, SAID CLACKAMAS COUNTY; THENCE, ALONG THE WEST, NORTH, EAST AND SOUTH LINES OF SAID PARCEL 1 THE FOLLOWING SIX COURSES; NORTH 12°52'03" EAST A DISTANCE OF 172.23 FEET; THENCE, SOUTH 87°33'25" EAST A DISTANCE OF 490.03 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT 32.16 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°59'55" (THE CHORD OF WHICH BEARS SOUTH 47°44'41" EAST A DISTANCE OF 18.81 FEET) AN ARC DISTANCE OF 19.08 FEET; THENCE, SOUTH 09°17'39" EAST A DISTANCE OF 122.04 FEET; THENCE, SOUTH 02°28'43" WEST A DISTANCE OF 38.28 FEET; THENCE, NORTH 87°30'52" WEST A DISTANCE OF 560.44 FEET TO THE POINT OF BEGINNING.

AFTER RECORDING RETURN TO:
Clackamas County Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

STATUTORY NOTICE:
The name and address of the entity holding a lien or other
interest created by this instrument are set forth below, and
the tax account number of the property subject to the lien or
in which the interest is created is: Clackamas County
Community Development Division

Legal Description – Exhibit "A" Attached

**TRUST DEED, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
CLACKAMAS COUNTY HOME PROGRAM**

Name of Project: Fuller Station Apartments

THIS TRUST DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (this "Trust Deed") is made as of _____, 2021 by Green Line Affordable Development Limited Partnership, an Oregon limited partnership ("**Grantor**" or "**Borrower**"), having its office at 760 SW 9th Avenue, Suite 2200, Portland, OR 97205, to Fidelity National Title, 900 SW 5th Avenue, Portland Oregon 97204 c/o Lori Medak ("**Trustee**" or "**Title Company**"), for the benefit of Clackamas County, a political subdivision of the State of Oregon, through its Community Development Division, having its office at 2051 Kaen Road, Oregon City, OR 97045 ("**Beneficiary**" or "**County**").

County has made a **zero percent (0.0%) interest deferred payment** loan to Borrower in the sum of **NINE HUNDRED FIFTY THOUSAND and No/100 DOLLARS (\$950,000.00)** under Title II of the National Affordable Housing Act of 1990, as amended, 42 U.S.C. 12701 et seq., and 24 CFR Part 92 (the "HOME" program). The loan is evidenced by this Trust Deed, a Promissory Note, a Loan Agreement and a Declaration of Land Use Restrictive Covenants, as they may be amended or supplemented from time to time, together referred to as the "**Loan Documents**." Capitalized terms have the meaning set forth in the Loan Agreement, except as otherwise defined in this Trust Deed. The purpose(s) of the loan are set forth in the Loan Agreement entered into between the parties.

The loan is due and payable in full at the earliest of: (i) the Maturity Date which is exactly **sixty (60) years from the executed date of this Trust Deed** except as otherwise provided in the Loan Agreement, (ii) the date the property is sold, (iii) title is transferred, or (iv) the Borrower defaults on any of its obligations under the Loan Documents (see Article 5.01 below). The Initial HUD-required Period of Affordability shall be 20 years, without regard to the term of the loan or the transfer of ownership.

As a condition to the making of the loan to Borrower, Borrower has agreed to sign, deliver and record or cause to be recorded this Trust Deed.

For good consideration, receipt and sufficiency of which are acknowledged, and for the purpose of securing the Obligations described in Section 1.01 below, Borrower irrevocably grants, bargains, sells, conveys, assigns, and transfers to Title Company in trust for the benefit and security of the County, with power of sale and right of entry and possession, all of Borrower's right, title, and interest in and to the real property located in Clackamas County, Oregon, described as:

See Exhibit A attached hereto and incorporated herein.

Together with all the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, (the "Property"); together with all rights, titles and interests of Grantor, now owned or hereafter acquired, in and to any and all buildings and other improvements of every nature now or hereafter located on the Property and all fixtures now or hereafter attached to or used in connection with the Property and all appurtenances and additions to and substitutions and replacements of them (the "Improvements"). All of the above is sometimes referred to below as the "Trust Property."

PROVIDED ALWAYS, that if all the Obligations (as defined in Section 1.01 below) shall be paid, performed, and satisfied in full, then the lien and estate granted by this Trust Deed shall be re-conveyed.

BORROWER COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I

Particular Covenants and Warranties of Borrower

1.01 Obligations Secured. This Trust Deed secures the prompt payment of all indebtedness and other monetary obligations, including but not limited to principal and interest, and the prompt performance of all covenants and obligations of Borrower, under this Trust Deed and the other Loan Documents, whether such payment and performance is now due or becomes due in the future (the "Obligations").

1.02 Property. Borrower warrants that within 180 days of execution of the document, it will hold good and merchantable title to the Property, free and clear of all liens, encumbrances, reservations, restrictions, easements, and adverse claims except those specifically listed in **Exhibit B**. Borrower covenants that it shall forever defend County's and Title Company's rights under this Trust Deed against the adverse claims and demands of all persons.

1.03 [Reserved]

1.04 Further Assurances; Filing; Refiling; Etc.

- 1) Borrower shall sign, acknowledge, and deliver, from time to time, such further instruments as County or Title Company may require to accomplish the purposes of this Trust Deed.
- 2) Borrower, immediately upon the signing and delivery of this Trust Deed, and thereafter from time to time, shall cause this Trust Deed, any supplemental security agreement, mortgage, or deed of trust and each instrument of further assurance, to be recorded and re-recorded in such manner and in such places as may be required by any present or future law in order to perfect, and continue perfected, the lien and estate of this Trust Deed.
- 3) Borrower shall pay all filing and recording fees, and all expenses incident to the signing, filing, recording, and acknowledgment of this Trust Deed; any security agreement, mortgage, or deed of trust supplemental hereto and any instrument of further assurance; and all federal, state, county, and municipal taxes, assessments and charges arising out of or in connection with the signing, delivery, filing, and recording of this Trust Deed, any supplemental security agreement, mortgage, or deed of trust and any instrument of further assurance.

1.05 Compliance with Laws. Borrower represents, warrants, and covenants that:

- 1) The Property has been or will be developed, and all improvements, if any, have been or will be constructed and maintained, in full compliance with all applicable laws, statutes, ordinances, regulations, and codes of all federal, state, and local governments, including the HOME requirements to the extent applicable (collectively "Laws"), and all covenants, conditions, easements, and restrictions affecting the Trust Property (collectively "Covenants"); and
- 2) Borrower and its operations upon the Trust Property currently comply, and will comply in all material respects with all applicable Laws and Covenants.

1.06 Definitions; Environmental Covenants; Warranties and Compliance

- 1) For purposes of this section, "Environmental Law" means any federal, state, or local law, statute, ordinance, or regulation pertaining to Hazardous Substances, health, industrial hygiene, or environmental conditions, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 USC §9601-9675, and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, 42 USC §6901-6992.
- 2) For the purposes of this section, "Hazardous Substance" includes, without limitation, any material, substance, or waste that is or becomes regulated or that is or becomes classified as hazardous, dangerous, or toxic under any federal, state, or local statute, ordinance, rule, regulation, or law.
- 3) Borrower will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Property or the Property's groundwater, or transport to or from the Property, any Hazardous Substance and will not permit any other person to do so, except for such Hazardous Substances that may be used in the ordinary course of Borrower's business and in compliance with all Environmental Laws, including but not limited to those relating to licensure, notice, and record keeping.
- 4) Borrower will keep and maintain the Property in compliance with, and shall not cause or permit all or any portion of the Property, including groundwater, to be in violation of any Environmental Law.
- 5) Borrower shall give prompt written notice to County of:
 - (a) Any proceeding, inquiry, or notice by or from any governmental authority with respect to any alleged violation of any Environmental Law or the presence of any Hazardous Substance on the Property or the migration of any Hazardous Substance from or to other premises;
 - (b) All known claims made or threatened by any person against Borrower or with respect to the Property or Improvements relating to any loss or injury resulting from any Hazardous Substance or the violation of any Environmental Law;
 - (c) The existence of any Hazardous Substance on or about all or any portion of the Property in violation of Environmental Law; or
 - (d) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could in Borrower's judgment cause any restrictions on the ownership, occupancy, transferability, or use of the Property under any Environmental Law.
- 6) Borrower shall promptly provide to County copies of all reports, documents, and notices provided to or received from any agency administering any Environmental Laws. County shall have the right to join and participate, in its own name if it so elects, in any legal proceeding or action initiated with respect to the Property or Improvements in connection with any Environmental Law and have its reasonable attorney fees in connection with such an action

paid by Borrower, if County determines that such participation is reasonably necessary to protect its interest in the Trust Property.

- 7) If, at any time, County has reason to believe that any release, discharge, or disposal of any Hazardous Substance affecting the Property or Improvements in violation of Environmental Law has occurred or is threatened, or if County has reason to believe that a violation of an Environmental Law has occurred or may occur with respect to the Property or Improvements, County may require Borrower to obtain or may itself obtain, at Borrower's expense, an environmental assessment of such condition or threatened condition by a qualified environmental consultant. Borrower shall promptly provide to County a complete copy of any environmental assessment obtained by Borrower.
- 8) In the event that any investigation, site monitoring, containment, cleanup, removal, restoration, or other remedial work of any kind or nature (the "Remedial Work") is required under any applicable Environmental Law, any judicial order, or by any governmental agency or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a Hazardous Substance on, under, or about all or any portion of the Property, or the contamination (whether presently existing or occurring after the date of this Trust Deed) of the buildings, facilities, soil, groundwater, surface water, air, or other elements on or under any other property as a result of Hazardous Substances emanating from the Property, Borrower shall, within 30 days after written demand by County for Borrower's performance under this provision (or such shorter period of time as may be required under any applicable law, regulation, order, or agreement), commence and thereafter diligently prosecute to completion, all such Remedial Work. All costs and expenses of such Remedial Work shall be paid by Borrower including, without limitation, County's reasonable professional fees and costs incurred in connection with monitoring or review of the legal aspects of such Remedial Work. In the event Borrower shall fail to timely commence, or cause to be commenced, such Remedial Work, County may, but shall not be required to, cause such Remedial Work to be performed. In that event, all costs and expenses incurred in connection with the Remedial Work shall become part of the Obligations secured by this Trust Deed and shall bear interest at a rate of 8.0% per annum compounded annually until paid.
- 9) Borrower shall hold County, its elected officials, directors, officers, employees, agents, successors, and assigns, harmless from, indemnify them for, and defend them against any and all losses, damages, liens, costs, expenses, and liabilities directly or indirectly arising out of or attributable to any violation of any Environmental Law, any breach of Borrower's warranties in this Section 1.06, or the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under, or about the Property, including without limitation the costs of any required repair, cleanup, containment, or detoxification of the Property, the preparation and implementation of any closure, remedial or other required plans, reasonable attorney fees and costs (including but not limited to those incurred in any proceeding and in any review or appeal), fees, penalties, and fines; provided however that, notwithstanding the foregoing, Borrower shall have no obligation to indemnify or provide any contribution to any person or party for, from or against any losses, damages, liens, costs, expenses, and liabilities directly or indirectly arising out of or attributable to the negligence or willful misconduct of such person or party.
- 10) To the best of Borrower's knowledge, Borrower represents and warrants to County that:
 - (a) Neither the Property nor Borrower is in violation of any Environmental Law or subject to any existing, pending, or threatened investigation by any governmental authority under any Environmental Law.
 - (b) Borrower has not and is not required by any Environmental Law to obtain any permit or license other than those it has obtained to construct or use the Improvements.
 - (c) To the best of Borrower's knowledge, no Hazardous Substance has ever been used, generated, manufactured, produced, stored, released, discharged, or disposed of on, under, or about the Property in violation of any Environmental Law.
- 11) All representations, warranties, and covenants in this Section 1.06 shall survive the satisfaction of the Obligations, the re-conveyance of the Trust Property, or the foreclosure of this Trust Deed by any means.

1.07 Maintenance and Improvements. Borrower shall not permit all or any part of the Improvements to be removed, demolished, or materially altered without County's prior written consent which consent shall not be unreasonably conditioned, withheld or delayed; provided, however, that Borrower may remove, demolish, or materially alter such Improvements as become obsolete in the usual conduct of Borrower's business, if the removal or material alteration does not materially detract from the operation of the Borrower's business and if all Improvements that are demolished or removed are promptly replaced with Improvements of like value and quality if such Improvements are necessary to the operations of the Property. Borrower shall maintain every portion of the Property and Improvements in good repair, working order, and condition, so that it continues to meet the property standards set forth in 24 CFR 92.251, and shall at County's election (subject to the rights of any superior mortgagee or trust deed beneficiary as provided in Section 6.10 below), and Borrower's cost, restore, replace, or rebuild all or any part of the Improvements now or hereafter damaged or destroyed by any casualty (whether or not insured against or insurable) or affected by any Condemnation (as defined in Section 2.01 below) pursuant to Sections 1.14 and 2.01, as applicable. Borrower shall not commit, permit, or suffer any waste, strip, or deterioration of the Trust Property, reasonable wear and tear accepted.

1.08 Liens; Other Financing. Subject to subparagraph 1.09(2), Borrower shall pay when due all claims for labor, materials, or supplies that if unpaid might become a lien on all or any portion of the Trust Property. Subject to subparagraph 1.09(2), Borrower shall not create, or suffer, or permit to be created, any mortgage, deed of trust, lien, security interest, charge, or encumbrance upon the Trust Property prior to, on a parity with, or subordinate to the lien of this Trust Deed, except as specifically provided in **Exhibit B**. Without limiting the immediately foregoing sentence, County understands, acknowledges and agrees that the Property and the Improvements are to be financed with proceeds of the following sources of funds (collectively, the "Other Financing Sources"), all of which are in addition to the HOME financing provided by County, and to which County consents: (i) tax-exempt bond financing to be provided by the State of Oregon by and through the Oregon Housing and Community Services Department ("OHCS"), (ii) multifamily energy program funding provided by OHCS which may be made available to Borrower by way of a sponsor loan made by its GM Fuller

Station LLC, an Oregon limited liability company ("General Partner"), (iii) federal low income housing tax credits to be administered by OHCS, (iv) a loan made by Metro from its voter-approved bond funding program, and (v) a transportation oriented development grant by Metro which may be made available to Borrower by way of a sponsor loan made by its General Partner.

1.09 Impositions

- 1) Borrower shall pay or cause to be paid, when due and before any fine, penalty, interest, or cost attaches, all taxes, assessments, fees, levies, and all other governmental and nongovernmental charges assessed or levied against any part of the Trust Property (the "Impositions"); provided, however, that if such Imposition may be paid in installments, Borrower may pay the same in installments, together with accrued interest on the unpaid balance, as the same become due, before any fine, penalty, or cost attaches.
- 2) Borrower may, at its expense and with notice to County, contest by appropriate legal, administrative, or other proceedings conducted in good faith and with due diligence, the amount, validity, or application of any Imposition or lien on the Trust Property or any claim of any laborer, material man, supplier, or vendor or lien, and may withhold payment of the same pending completion of such proceedings if permitted by law, provided that (a) such proceedings shall suspend collection from the Trust Property; (b) no part of or interest in the Trust Property will be sold, forfeited, or lost if Borrower pays the amount or satisfies the condition being contested, and Borrower would have the opportunity to do so in the event of Borrower's failure to prevail in the contest; (c) neither County nor Title Company shall, by virtue of such permitted contest, be exposed to any risk of liability for which Borrower has not furnished additional security as provided in clause (d) below; and (d) Borrower shall have furnished to County cash, corporate surety bond, or other additional security in the amount determined by County with respect to the claim being contested or the loss or damage that may result from Borrower's failure to prevail in such contest in an amount sufficient to discharge the Imposition and all interest, costs, attorney fees, and other charges that may accrue in connection with the Imposition. Borrower shall promptly satisfy any final, non-appealable judgment.
- 3) Borrower shall furnish to County, promptly upon request, satisfactory evidence of the payment of all Impositions. County is authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of all Impositions.

1.10 Books and Records; Inspection of the Property. Borrower shall keep complete and accurate records and books of account with respect to the Trust Property and its operation in accordance with generally accepted accounting principles consistently applied, and in accordance with the record-keeping requirements of the Loan Agreement. Borrower shall permit County, the Secretary of HUD and the Comptroller General of the United States of America, and their respective authorized and properly identified representatives to enter and inspect the Property and the Improvements, and to examine and make copies or extracts of the records and books of account of the Borrower with respect to the Property and the Improvements, at reasonable times during normal business with prior notice of not less than 48 hours, subject to all safety and security policies uniformly employed at the Property and rights of tenants in lawful possession.

1.11 Limitations of Use. Borrower shall not initiate, join in, or consent to any rezoning of the Property or any change in any Covenant or other public or private restrictions limiting or defining the uses that may be made of all or any part of the Property and the Improvements without the prior written consent of County.

1.12 Insurance

- 1) Property and Other Insurance. Borrower shall obtain and maintain in full force and effect during the term of this Trust Deed:
 - (a) Causes of Loss – Special Form property insurance together with endorsements for replacement cost, inflation adjustment, malicious mischief, and sprinkler damage coverages, all in amounts not less than the full replacement cost of all Improvements, without reduction for co-insurance;
 - (b) Commercial general liability insurance, including liabilities assumed under contract, with limits, coverages, and risks insured acceptable to County, and in no event less than \$2,000,000 per occurrence and \$4,000,000 aggregate coverage; and
 - (c) Unless County otherwise agrees in writing, rent loss or business interruption insurance in an amount no less than the total annual rents provided for in all leases for the Trust Property.
- 2) Insurance Companies and Policies. Insurer must be authorized to do business in Oregon. All insurance shall be written by a company or companies reasonably acceptable to County with a rating of A VIII or better as provided in Best's Rating Guide; shall contain a long form mortgagee clause in favor of County with loss proceeds under any policy payable to County, subject to the terms of this Trust Deed and the rights of any superior mortgagee or trust deed beneficiary or as provided in Section 6.10 below; shall require 30 days' prior written notice to County of cancellation or reduction in coverage; shall contain waivers of subrogation and endorsements that no act or negligence of Borrower or any occupant, and no occupancy or use of the Property for purposes more hazardous than permitted by the terms of the policy will affect the validity or enforceability of such insurance as against County; shall be in full force and effect on the date of this Trust Deed; and shall be accompanied by proof of premiums paid for the current policy year. County shall be named as additional insured on all liability policies. Borrower shall forward to County, upon request, certificates evidencing the coverages required under this Trust Deed and copies of all policies.
- 3) Blanket Policy. If a blanket policy is issued, a certified copy of such policy shall be furnished together with a certificate indicating that the Trust Property and County are insured under such policy in the proper designated amount.
- 4) Insurance Proceeds. All proceeds from any insurance on the Trust Property shall be used in accordance with the provisions of Section 1.14.

1.13 Assignments of Policies upon Foreclosure. In the event of foreclosure of the lien of this Trust Deed or other transfer of title, or assignment of the Trust Property in whole or in part, all right, title, and interest of Borrower in and to all policies of insurance procured under Section 1.12 shall inure to the benefit of and pass to the successors in interest of Borrower or the purchaser or grantee of all or any part of the Trust Property.

1.14 Casualty/Loss Restoration

- 1) After the occurrence of any casualty to the Property, whether or not required to be insured against as provided in this Trust Deed, Borrower shall give prompt written notice of the casualty to County, specifically describing the nature and cause of such casualty and the extent of the damage or destruction to the Trust Property. County may make proof of loss if it is not made promptly and to County's satisfaction by Borrower.
- 2) Subject to the rights of any superior mortgagee or trust deed beneficiary as provided in Section 6.10 below, Borrower assigns to County all insurance proceeds that Borrower may be entitled to receive with respect to any casualty. All insurance proceeds shall be held by County as collateral to secure performance of the Obligations secured by this Trust Deed. Provided that Borrower is not in default under this Trust Deed, County shall permit such amounts of the insurance proceeds to be used by Borrower for repair or restoration of the Improvements (subject to disbursement procedures established by County) if Borrower can demonstrate, to County's satisfaction, that subsequent to such repair or restoration, the Trust Property shall have a value of not less than 100% of the then-outstanding balance of the indebtedness secured by this Trust Deed. Any excess insurance proceeds shall be applied by County toward payment of all or part of the indebtedness secured by this Trust Deed in such order as County may determine.

1.15 Actions to Protect Trust Property; Reserves

- 1) If Borrower shall fail to obtain the insurance required by Section 1.12, make the payments required by Section 1.09 (other than payments that Borrower is contesting in accordance with Section 1.09(2)), or perform or observe any of its other covenants or agreements under this Trust Deed, County may, without obligation to do so, obtain or pay the same or take other action that it deems appropriate to remedy such failure; provided that County shall first give notice to Borrower of such failure and a reasonable opportunity of not less than 30 days to cure such failure. All sums, including reasonable attorney fees, so expended or expended to maintain the lien or estate of this Trust Deed or its priority, or to protect or enforce any of County's rights, or to recover any indebtedness secured by this Trust Deed, shall be a lien on the Trust Property, shall be secured by this Trust Deed, and shall be paid by Borrower upon demand, together with interest at the rate provided in the Note. No payment or other action by County under this section shall impair any other right or remedy available to County or constitute a waiver of any default.
- 2) If Borrower fails to promptly perform any of its obligations under Section 1.09 or 1.12 of this Trust Deed, County may require Borrower thereafter to pay in an escrow maintained with an independent, third party escrow agent reasonably acceptable to County reserves for payment of such obligations. In that event, Borrower shall pay into such escrow each month a sum estimated by County to be sufficient to produce, at least 20 days before due, an amount equal to the Impositions and/or insurance premiums. If the sums so paid are insufficient to satisfy any Imposition or insurance premium when due, Borrower shall pay any deficiency upon demand. T.

1.16 Insurance Warning. Unless Borrower provides County with evidence of the insurance coverage required by the Loan Documents, County may purchase insurance at Borrower's expense to protect County's interest.

This insurance may, but need not, also protect Borrower's interest. If the Trust Property becomes damaged, the coverage County purchases may not pay any claim Borrower makes or any claim made against Borrower. Borrower may later cancel this coverage by providing evidence that Borrower has obtained property coverage elsewhere.

Borrower is responsible for the cost of any insurance purchased by County. The cost of this insurance may be added to Borrower's loan balance. If the cost is added to Borrower's loan balance, the interest rate of 8.0% per annum compounded annually will apply to this added amount. The effective date of coverage may be the date Borrower's prior coverage lapsed or the date Borrower failed to provide proof of coverage.

The coverage County purchases may be considerably more expensive than insurance Borrower can obtain on its own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

1.17 Estoppel Certificates. Borrower, within five days of the request, shall furnish Title Company and County a written statement, duly acknowledged, of the amount of the Obligations secured by this Trust Deed and whether any offsets or defenses exist against such Obligations.

1.18 Financial Information. Borrower shall furnish to County within (i) 90 days after the end of each of Borrower's fiscal years a complete copy of Borrower's internally-prepared financial statement for such year, and (ii) 180 days after the end of each of Borrower's fiscal years a copy of Borrower's annual audited or certified public accountant reviewed financial statements (including balance sheet, income statement, and statement of changes in financial position). Borrower shall promptly furnish to County any and all such other financial information related to Borrower as County shall reasonably request from time to time.

**ARTICLE II
Condemnation**

2.01 Condemnation

- 1) Should any part of or interest in the Trust Property be taken or damaged by reason of any public improvement, eminent domain, condemnation proceeding, or in any similar manner (a "Condemnation"), or should Borrower receive any notice or other information regarding such action, Borrower shall give immediate notice of such action to County.

- 2) Subject to the rights of any superior mortgagee or trust deed beneficiary as provided in Section 6.10 below, County shall be entitled to all compensation, awards, and other payments or relief ("Condemnation Proceeds") up to the full amount of the Obligations, and shall be entitled, at its option, to commence, appear in, and prosecute any Condemnation proceeding in its own or Borrower's name and make any compromise or settlement in connection with such Condemnation. In the event the Trust Property is taken in its entirety by condemnation, all Obligations secured by this Trust Deed, at County's election, shall become immediately due and collectible.
- 3) All condemnation proceeds shall be held by County as collateral to secure performance of the Obligations secured by this Trust Deed. Provided that Borrower is not in default under this Trust Deed, County shall permit such amounts of the condemnation proceeds to be used by Borrower for repair or restoration of the Improvements (subject to reasonable disbursement procedures established by County) if Borrower can demonstrate, to County's reasonable satisfaction, that subsequent to such repair or restoration, the Trust Property shall have a value of not less than 100% of the then-outstanding balance of the indebtedness secured by this Trust Deed. Any excess condemnation proceeds shall be applied by County toward payment of all or part of the indebtedness secured by this Trust Deed in such order as County may determine.

ARTICLE III

Assignment of Leases, Rents, Issues, and Profits

3.01 Assignment. Borrower assigns and transfers to County (1) all leases, subleases, licenses, rental contracts, and other agreements, whether now existing or hereafter arising, and relating to the occupancy or use of all or any portion of the Trust Property, including all modifications, extensions, and renewals thereof (the "Leases"), and (2) all rents, revenues, issues, profits, income, proceeds, and benefits derived from the Trust Property and the lease, rental, or license of all or any portion thereof, including but not limited to lease and security deposits (collectively, the "Rents"). Borrower certifies that the Rents have not been currently assigned to any third party other than the beneficiaries under any mortgages or trust deeds identified on **Exhibit B**. This assignment is intended by Borrower and County to create a present and unconditional assignment to County subject only to the license set forth in Section 3.04 below.

3.02 Rights of County. Subject to the provisions of Section 3.04 below giving Borrower a revocable, limited license, County shall have the right, power, and authority to:

- 1) Notify any and all tenants, renters, licensees, and other obligors under any of the Leases that the same have been assigned to County and that, subject to the rights of the applicable beneficiary under any superior mortgage or trust deed specifically permitted under **Exhibit B**, all Rents are to be paid directly to County, whether or not County shall have foreclosed or commenced foreclosure proceedings against the Trust Property, and whether or not County has taken possession of the Trust Property;
- 2) Discount, settle, compromise, release, or extend the time for payment of, any amounts owing under any of the Leases and any Rents, in whole or in part, on terms acceptable to County;
- 3) Collect and enforce payment of Rents and all provisions of the Leases, and to prosecute any action or proceeding, in the name of Borrower or County, with respect to any and all Leases and Rents; and
- 4) Exercise any and all other rights and remedies of the lessor in connection with any of the Leases and Rents.

3.03 Application of Receipts. County shall have the right, power, and authority to use and apply any Rents received under this Trust Deed (1) for the payment of any and all costs and expenses incurred in connection with enforcing or defending the terms of this assignment or the rights of County, and in collecting any Rents, including reasonable internal personnel costs; and (2) for the operation and maintenance of the Trust Property and the payment of all costs and expenses in connection therewith, including but not limited to the payment of utilities, taxes, assessments, governmental charges, and insurance. After the payment of all such costs and expenses and after County shall have set up such reserves as it shall deem necessary in its sole discretion for the proper management of the Trust Property, County shall apply all remaining Rents collected and received by it to the reduction of the Obligations in such order as County shall determine. The exercise or failure by County to exercise any of the rights or powers granted in this assignment shall not constitute a waiver of default by Borrower under this Trust Deed, the Note, or any of the other Loan Documents.

3.04 License. County grants to Borrower a revocable license to collect and receive the Rents. Such license may be revoked by County, without further notice to Borrower, other than the notice required by Article 5.01, if Borrower defaults under Article III or any other term of the loan documents and such default continues beyond any applicable notice, grace or cure period. Unless and until a license is revoked, Borrower agrees to apply the proceeds of Rents to ownership obligations, taxes, assessments, governmental charges, insurance premiums, and other obligations associated with the Trust Property, and to maintenance of the Trust Property, before using Rent proceeds for any other purpose.

Borrower agrees:

- 1) To observe and perform all of its obligations as lessor under Leases;
- 2) To enforce, or secure the performance of, every obligation required of lessees and other parties under the Leases;
- 3) To appear in and defend any action or proceeding arising out of, or connected with, the Leases or Rents, at Borrower's sole expense; and
- 4) To obtain County's prior written approval of the form and content of all future Leases, which approval shall not be unreasonably withheld, conditioned or delayed.

Upon request of County, Borrower agrees:

- 1) To collect Rents no earlier than 30 days in advance of the day when they are due, and
- 2) Not to accept any payments under the Leases other than Rent, except for bona fide security deposits up to an amount equivalent to two months' rent.

3.05 Limitation of County's Obligations. Notwithstanding the assignment provided for in this Article III, County shall not be obligated to perform or discharge, and County does not undertake to perform or discharge, any obligation or liability with respect to the Leases or the Rents. This assignment shall not operate to place responsibility for the control, care, maintenance, or repair of the Trust Property upon County, or to make County responsible for any condition of the Property. County shall be accountable to Borrower only for the sums actually collected and received by County pursuant to this assignment. Borrower shall hold County fully harmless from, indemnify County for, and defend County against any and all claims, demands, liabilities, losses, damages, and expenses, including reasonable attorney fees, arising out of any of the Leases, with respect to any of the Rents, or in connection with any claim that may be asserted against County on account of this assignment or any obligation or undertaking alleged to arise therefrom, other than such claims resulting from the negligence or willful misconduct of County.

3.06 Termination. The assignment provided for in this Article III shall continue in full force and effect until all the Obligations have been fully paid and satisfied. At such time, this assignment and the authority and powers herein granted by Borrower to County shall cease and terminate.

3.07 Attorney-in-Fact. Borrower irrevocably constitutes and appoints County as its true and lawful attorney-in-fact, with power of substitution, to undertake and sign any and all of the rights, powers, and authorities described in this Article III with the same force and effect as if undertaken or performed by Borrower.

ARTICLE IV

Security Agreement and Fixture Filing

4.01 Security. To secure the Obligations, Borrower grants to County a security interest in the following: (1) the Trust Property to the extent the same is not encumbered by this Trust Deed, subordinate only to those liens previously approved by the County (including, but not limited to, those liens referenced on **Exhibit B**); (2) [Reserved]; (3) all personal property that is now or will be placed on or in the Trust Property or Improvements; (4) all personal property that is derived from or used in connection with the use, occupancy, or enjoyment of the Trust Property; (5) all property defined in the Uniform Commercial Code as adopted in the state of Oregon, as accounts, equipment, fixtures, and general intangibles, to the extent the same are used at, or arise in connection with the ownership, maintenance, or operation of, the Trust Property; (6) all causes of action, claims, security deposits, advance rental payments, utility deposits, refunds of fees or deposits paid to any governmental authority, refunds of taxes, and refunds of insurance premiums relating to the Trust Property; and (7) all present and future attachments, accessions, amendments, replacements, additions, products, and proceeds of every nature of the foregoing. This Trust Deed shall constitute a security agreement and "fixture filing" under the Uniform Commercial Code Secured Transactions statutes of the State of Oregon. The mailing address of Borrower and the address of County from which information may be obtained are set forth in the introductory paragraph of this Trust Deed.

ARTICLE V

Events of Default; Remedies

5.01 Events of Default. Each of the following shall constitute an event of default under the Loan Documents; provided that the party declaring a default has first provided to the other party thirty days written notice specifying the alleged default and giving such other party the opportunity to cure the alleged default during that 30-day period, or during such longer period as is agreed to, provided that, so long as Borrower is diligently and continuously pursuing in good faith cure of any event of default, Borrower shall be provided such length of time as is necessary to cure such default, except that such extended cure period shall not exceed ninety (90) days. Any such written notice and opportunity to cure provided to the Borrower must also be provided to the General Partner, GM Fuller Station LLC, at 760 SW 9th Avenue, Suite 2200, Portland, Oregon 97205 with a copy to Borrower's Limited Partner, CREA Fuller Station Affordable Housing LLC, at 30 South Meridian Street, Suite 400, Indianapolis, IN 46204. County agrees that any cure of any default made or tendered by General Partner or Limited Partner shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

- 1) Nonpayment. Failure to pay any amount due under the Loan Documents, before the due date.
- 2) Failure of Owner to comply with the Affordability Requirements at any time during the Period of Affordability.
- 3) Breach of Other Covenants. Material failure to perform or abide by any other condition of the Loan Documents.
- 4) Misinformation. Falsity when made in any material respect of any representation, warranty, or information furnished in the Loan Documents or in the application for HOME funds.
- 5) Other Default. The occurrence of any other event of default under the Loan Documents after the expiration of all applicable notice, grace and cure periods.
- 6) Cross-Defaults. Owner's default, after expiration of any applicable notice and cure periods, under any other documents related to the Project, including but not limited to the documents which evidence the Other Financing Sources.
- 7) Bankruptcy. The occurrence of any of the following with respect to Borrower or any guarantor of the Obligations: (a) appointment of a receiver, liquidator, or Title Company for any such party or any of its properties; (b) adjudication as a bankrupt or insolvent; (c) filing of any petition by or against any such party under any state or federal bankruptcy, reorganization, moratorium or insolvency law; (d) institution of any proceeding for dissolution or liquidation; (e) inability to pay debts when due; (f) any general assignment for the benefit of creditors; or (g) abandonment of the Trust Property.
- 8) Transfer; Due-on-Sale. Any sale, conveyance, contract for conveyance, transfer, assignment, encumbrance, pledge, or grant of a security interest in all or any part of the Property, or any interest therein, either voluntarily, involuntarily, or by the operation of law (a "Transfer"), without County's prior written consent, shall constitute an event of default. In the case of an LIHTC project, this section shall not apply to a transfer to an affiliate of General Partner or Limited Partner of the Borrower to a successor or assignee of General Partner or the removal of General Partner of the Borrower by Limited Partner for cause in accordance with Borrower's Second Amended and Restated Agreement of Limited Partnership Agreement, as may be further amended. If General Partner of

Borrower is so removed, County shall not unreasonably withhold, condition or delay its consent to the substitute general partner, provided that County's consent shall not be required if the Limited Partner or an entity which is directly or indirectly owned and/or controlled by Borrower is the substitute general partner. Additionally, any transfer by Limited Partner of its partnership interests in Borrower from time to time as and to the extent permitted in Borrower's Second Amended and Restated Agreement of Limited Partnership Agreement, as may be further amended, shall not require consent of County.

5.02 Remedies in Case of Default. If an Event of Default shall occur, subject to any applicable cure period, County or Title Company may exercise any one or more of the following rights and remedies, in addition to any other remedies that may be available by law, in equity, or otherwise:

- 1) **Extend Period of Affordability.** If Borrower fails to provide the required rents, fails to rent to eligible tenants, or fails to maintain the units according to applicable Property Standards, County may extend the Period of Affordability for the period during which such failure existed.
- 2) **Acceleration.** County may declare all or any portion of the Obligations immediately due and payable.
- 3) **Receiver.** County may have a receiver appointed for the Trust Property. County shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Trust Property exceeds the amount of the indebtedness secured by this Trust Deed. Employment by Title Company or County shall not disqualify a person from serving as receiver. Borrower consents to the appointment of a receiver at County's option and waives any and all defenses to such an appointment.
- 4) **Possession.** County may, either through a receiver or as lender-in-possession, enter and take possession of all or any part of the Trust Property and use, operate, manage, and control it as County shall deem appropriate in its sole discretion. Upon request after an Event of Default, Borrower shall peacefully relinquish exclusive possession and control of the Trust Property to County or any receiver appointed under this Trust Deed.
- 5) **Rents.** County may revoke Borrower's right to collect the Rents and may, either itself or through a receiver, collect the same. County shall not be deemed to be in possession of the Property solely by reason of exercise of the rights contained in this subsection (5). If Rents are collected by County under this subsection(), Borrower irrevocably appoints County as Borrower's attorney-in-fact, with power of substitution, to endorse instruments received in payment thereof in the name of Borrower and to negotiate such instruments and collect their proceeds. After payment of all Obligations, any remaining amounts shall be paid to Borrower and this power shall terminate.
- 6) **Power of Sale.** County may direct Title Company, and Title Company shall be empowered, to foreclose the Property by advertisement and sale under applicable law.
- 7) **Foreclosure.** County may judicially foreclose this Trust Deed and obtain a judgment foreclosing Borrower's interest in all or any part of the Property.
- 8) **Fixtures and Personal Property.** With respect to any Improvements and other personal property subject to a security interest in favor of County, County may exercise any and all of the rights and remedies of a secured party under the Uniform Commercial Code.
- 9) **Abandonment.** County may abandon all or any portion of the Trust Property by written notice to Borrower.

5.03 Sale. In any sale under this Trust Deed or pursuant to any judgment, the Trust Property, to the extent permitted by law, may be sold as an entirety or in one or more parcels and in such order as County may elect, without regard to the right of Borrower, any person claiming under Borrower, or any guarantor or surety to the marshalling of assets. The purchaser at any such sale shall take title to the Trust Property or the part thereof so sold, free and clear of the estate of Borrower, the purchaser being discharged from all liability to see to the application of the purchase money. Any person, including County, its elected officials, officers, agents, and employees, may purchase at any such sale. County and each of its officers are irrevocably appointed Borrower's attorney-in-fact, with power of substitution, to make all appropriate transfers and deliveries of the Trust Property or any portions thereof so sold and, for that purpose, County and its officers may sign all appropriate instruments of transfer. Nevertheless, Borrower shall ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be signed and delivered, to County or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of County, for such purpose.

5.04 Cumulative Remedies. All remedies under this Trust Deed are cumulative and not exclusive. Any election to pursue one remedy shall not preclude the exercise of any other remedy. An election by County to cure under Section 1.15 shall not constitute a waiver of the default or of any of the remedies provided in this Trust Deed. No delay or omission in exercising any right or remedy shall impair the full exercise of that or any other right or remedy or constitute a waiver of the default.

5.05 Receiver or Trustee-in-Possession. Upon taking possession of all or any part of the Trust Property, Title Company, County, or a receiver may:

- 1) **Management.** Use, operate, manage, control, and conduct business with the Trust Property and make expenditures for such purposes and for such maintenance and improvements as are deemed reasonably necessary.
- 2) **Rents and Revenues.** Collect all rents, revenues, income, issues, and profits from the Trust Property and apply such sums to the reasonable expenses of use, operation, management, maintenance, and improvements.
- 3) **Construction.** At its option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors, and make any changes in plans and specifications as it deems appropriate.
- 4) **Additional Indebtedness.** If the revenues produced by the Trust Property are insufficient to pay expenses, County, Title Company, or the receiver may borrow or advance such sums upon such terms as it deems

reasonably necessary for the purposes stated in this section. All advances shall bear interest, unless otherwise provided, at the rate set forth in the Note, and repayment of such sums shall be secured by this Trust Deed.

5.06 Application of Proceeds. All proceeds realized from the exercise of the rights and remedies under this Section 5 shall be applied as follows:

- 1) **Costs and Expenses.** To pay all costs of exercising such rights and remedies, including the costs of maintaining and preserving the Trust Property, the costs and expenses of any receiver or lender-in-possession, the costs of any sale, and the costs and expenses provided for in Section 6.07 below.
- 2) **Indebtedness.** To pay all Obligations, in such order as County shall determine in its sole discretion.
- 3) **Surplus.** The surplus, if any, remaining after satisfaction of all the Obligations shall be paid to the clerk of the court in the case of a judicial foreclosure proceeding, otherwise to the person or persons legally entitled to the surplus.

5.07 Deficiency. No sale or other disposition of all or any part of the Trust Property pursuant to this Section 5 shall be deemed to relieve Borrower of any of the Obligations, except to the extent that the proceeds are applied to the payment of such Obligations.

5.08 Waiver of Stay, Extension, Moratorium, and Valuation Laws. To the fullest extent permitted by law, Borrower waives the benefit of any existing or future stay, extension, or moratorium law that may affect observance or performance of the provisions of this Trust Deed and any existing or future law providing for the valuation or appraisal of the Trust Property prior to any sale.

5.09 Continued LIHTC Obligations. This Trust Deed shall to the extent provided below, be subordinate to such extended use agreements and/or land use restrictive covenants as may be recorded from time to time in favor of the State of Oregon acting by and through OHCS with respect to the Property. This subordination shall cease to be effective as of the earlier of (i) the date the property is acquired by foreclosure (or instrument in lieu of foreclosure), or (ii) upon the termination of the "extended use period," as defined in Section 42(h)(6)(D) of the Internal Revenue Code, as amended, or any successor provision (the "Code"), for such other reason provided in Section 42(h)(6)(E) of the Code. Provided, however, a limitation on the eviction of existing low-income tenants, for the term and to the extent provided in Section 42(h)(6)(E)(ii) of the Code, shall survive such foreclosure or other termination of the extended use period applicable to the property. This subordination shall be interpreted to constitute a subordination of this Trust Deed, but only to the extent, necessary to meet the requirements established under Section 42(h)(6)(B) of the Code.

ARTICLE VI General Provisions

6.01 Time is of the Essence. Time is of the essence with respect to all covenants and obligations of Borrower under this Trust Deed.

6.02 Re-conveyance by Title Company. At any time upon the request of County, payment of Title Company's fees, if any, and presentation of this Trust Deed, without affecting liability of any persons for the payment of the Obligations, Title Company may re-convey, without warranty, all or any part of the Trust Property. The grantee in any re-conveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts shall be conclusive proof of the truthfulness thereof.

6.03 Notice. Except as otherwise provided in this Trust Deed, all notices pertaining to this Trust Deed shall be in writing and may be delivered by mail, mailed by first class, registered, or certified mail, return-receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth at the outset of this Trust Deed. Any party may change its address for such notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph shall be deemed to have been given upon the date of mailing.

6.04 Substitute Trustee. In the event of dissolution or resignation of Title Company, County may substitute one or more trustees to sign the trust created, and the new trustee(s) shall succeed to all the powers and duties of the prior trustee(s).

6.05 Trust Deed Binding on Successors and Assigns. This Trust Deed shall be binding upon and inure to the benefit of the successors and assigns of Borrower, Title Company, and County. If the Trust Property or any portion thereof shall at any time be vested in any person other than Borrower, County shall have the right to deal with such successor regarding this Trust Deed, the Trust Property, and the Obligations in such manner as County deems appropriate in its sole discretion, without notice to or approval by Borrower and without impairing Borrower's liability for the Obligations.

6.06 Indemnity. Borrower shall hold County and Title Company and their respective elected officials, directors, officers, employees and agents, harmless from and indemnify them for any and all claims, demands, damages, liabilities, and expenses, arising out of or in connection with Title Company's or County's interest under this Trust Deed, except Borrower shall not be liable for acts performed by County or Title Company in violation of applicable law or resulting from the negligence or willful misconduct of County or Title Company.

6.07 Expenses and Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Trust Deed, each party shall be responsible for its own attorneys' fees and expenses.

6.08 Applicable Law. The Trust Deed and the validity, interpretation, performance, and enforcement of the Trust Deed shall be governed by the laws of the state of Oregon without giving effect to the conflict of law provisions thereof.

6.09 Captions. The captions to the sections and paragraphs of this Trust Deed are included only for the convenience of the parties and shall not have the effect of defining, diminishing, or enlarging the rights of the parties or affecting the construction or interpretation of any portion of this Trust Deed.

6.10 Rights of Prior Mortgagee. In the event that all or any portion of the Trust Property is subject to a superior mortgage or trust deed specifically permitted under Exhibit B, the rights of County with respect to insurance and condemnation proceeds as provided in Sections 1.14 and 2.01, and all other rights granted under this Trust Deed and/or the other Loan Documents that have also been granted to such a superior mortgagee or trust deed, shall be subject to the rights of the superior mortgagee or trust deed beneficiary. Borrower authorizes all such superior mortgagees and beneficiaries, on satisfaction of the indebtedness secured by their mortgage or trust deed, to remit all remaining insurance or Condemnation proceeds and all other sums held by them to County to be applied in accordance with this Trust Deed. In the event there is any inconsistency between the terms of this Trust Deed and the Priority and Subordination Agreement executed by Borrower, County, and certain other parties and recorded against the Property on or about the date of this Trust Deed, the terms of the Priority and Subordination Agreement shall control.

6.11 Person Defined. As used in this Trust Deed, the word person shall mean any natural person, partnership, trust, corporation, or other legal entity of any nature.

6.12 Severability. If any provision of this Trust Deed shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Trust Deed, and such other provisions shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Trust Deed.

6.13 Entire Agreement. This Trust Deed and the other Loan Documents contain the entire agreement of the parties with respect to the Trust Property. No prior agreement, statement, or promise made by any party to this Trust Deed that is not contained therein shall be binding or valid.

6.14 Commercial Property. Borrower covenants and warrants that the Property and Improvements are used by Borrower exclusively for business and commercial purposes. Borrower also covenants and warrants that the Property and Improvements are not now, and at no time in the future will be, occupied as the principal residence of Borrower, Borrower's spouse, or Borrower's minor or dependent child.

6.15 Standard for Discretion In the event this Trust Deed is silent on the standard for any consent, approval, determination, or similar discretionary action, the standard shall be sole and unfettered discretion as opposed to any standard of good faith, fairness, or reasonableness.

6.16 ORS 93.040 Warning. 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.

[Signature Pages to Follow]

PROJECT OWNER:
GREEN LINE AFFORDABLE DEVELOPMENT
LIMITED PARTNERSHIP,
an Oregon limited partnership

By: GM Fuller Station LLC,
an Oregon limited liability company,
its General Partner

By: Guardian Development LLC,
an Oregon limited liability company,
its Manager

By: Guardian Real Estate Services LLC,
an Oregon limited liability company,
its Manager

By: Guardian Holding, Inc.,
an Oregon corporation,
its Manager

By: _____
Thomas B. Brenneke
President

DUNS#111677038 (Green Line Affordable
Development Limited
Partnership)

CLACKAMAS COUNTY
Chair: Tootie Smith
Commissioner: Sonya Fischer
Commissioner: Mark Shull
Commissioner: Paul Savas
Commissioner: Martha Schrader

Date of Board of County Commissioners meeting:
January 7, 2021

Signing on Behalf of BCC:

Date

(signature)
Printed Name: Richard Swift
Title: Director, Health, Housing and Human
Services

Date

[Please conform to notary page from Promissory Note.]

STATE OF OREGON)
County of _____) ss

On _____, 2020, before me personally appeared _____, who
being duly sworn, stated that she is the _____, and acknowledged the foregoing
instrument to be the voluntary act and deed of the Borrower, signed by authority of Borrower.

Notary Public for Oregon
My commission expires: _____

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1
PARTITION PLAT NO. 2020-098
LEGAL DESCRIPTION

PARCEL 1, PARTITION PLAT NO. 2020-098, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON.

ALSO BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1, PARTITION PLAT NO. 2020-098, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, SAID CLACKAMAS COUNTY; THENCE, ALONG THE WEST, NORTH, EAST AND SOUTH LINES OF SAID PARCEL 1 THE FOLLOWING SIX COURSES; NORTH 12°52'03" EAST A DISTANCE OF 172.23 FEET; THENCE, SOUTH 87°33'25" EAST A DISTANCE OF 490.03 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT 32.16 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°59'55" (THE CHORD OF WHICH BEARS SOUTH 47°44'41" EAST A DISTANCE OF 18.81 FEET) AN ARC DISTANCE OF 19.08 FEET; THENCE, SOUTH 09°17'39" EAST A DISTANCE OF 122.04 FEET; THENCE, SOUTH 02°28'43" WEST A DISTANCE OF 38.28 FEET; THENCE, NORTH 87°30'52" WEST A DISTANCE OF 560.44 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
EXCEPTIONS TO CLEAR TITLE

None provided.



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

January 14, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of 2021 Agreement amendment with Delta Dental for
Administrative Services for Clackamas County's Self-Funded Dental Benefits

Purpose/Outcomes	Approval of the Clackamas County Delta Dental Benefit Plan Administrative Services Agreement amendment for the 2021 plan years.
Dollar Amount and Fiscal Impact	The estimated fiscal impact for the Delta Dental 2021 plan year is: \$4,414,282.45. This is in the current budget.
Funding Source	Department and retiree contributions
Duration	Effective January 1, 2021 – December 31, 2022
Previous Board Action/Review	This agreement received Board of County Commissioner's preliminary approval at the Board of County Commissioner's Policy Session on October 6, 2020.
Strategic Plan Alignment	Builds public trust through good government.
County Counsel Review	This Administrative Services Agreement amendment had been reviewed and approved by County Counsel on December 15, 2020.
Procurement Review	No, Procurement was not involved in the process of obtaining the contract amendment.
Contact Person	Kristi Durham, Human Resources, 503.742.5470
Contract No.	N/A

BACKGROUND:

At the Policy Session on October 6, 2020, the Board of County Commissioners approved the 2021 benefit plan renewals. The Delta Dental plan agreement amendment requires the board's signature.

County Counsel has reviewed and approved the plan agreement amendment.

RECOMMENDATION:

Staff recommends the Board approve the 2021 plan agreement amendment for Delta Dental.

Sincerely,

Kristi Durham, Benefits Manager
Department of Human Resources

ENDORSEMENT NO. 7

GROUP NO. 10000174

CLACKAMAS COUNTY

AGREEMENT dated January 1 2015 between **DELTA DENTAL PLAN OF OREGON** and **CLACKAMAS COUNTY** is hereby amended effective January 1, 2021 as follows:

1. The administrative fees in section 1.1 of Exhibit A shall be amended as follows:
 - i. \$6.62 per employee per month for dental administration, including processing claims from January 1, 2021 through December 31, 2021, if this Agreement is extended for a first year;
 - ii. \$6.69 per employee per month for dental administration, including processing claims from January 1, 2022 through December 31, 2022, if this Agreement is extended for a second year.

2. The member handbook(s) shall be deleted and shall be replaced with the attached.

Except as specifically provided herein, the terms, conditions, and provisions of said Agreement shall be unchanged by this Endorsement.

CLACKAMAS COUNTY
(and any of its subsidiaries)

DELTA DENTAL PLAN OF OREGON



BY: _____

BY: _____

NAME: _____

NAME: Scott Loftin

TITLE: _____

TITLE: Senior Vice-President

DATE: _____

DATE: October 30, 2020

Nondiscrimination notice

We follow federal civil rights laws. We do not discriminate based on race, color, national origin, age, disability, gender identity, sex or sexual orientation.

We provide free services to people with disabilities so that they can communicate with us. These include sign language interpreters and other forms of communication. If your first language is not English, we will give you free interpretation services and/or materials in other languages.

If you need any of the above, call Customer Service at:

888-374-8906 (TDD/TTY 711)

If you think we did not offer these services or discriminated, you can file a written complaint. Please mail or fax it to:

Delta Dental of Oregon and Alaska
Attention: Appeal Unit
601 SW Second Ave.
Portland, OR 97204
Fax: 503-412-4003

If you need help filing a complaint, please call Customer Service.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights at ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone:

U.S. Department of Health
and Human Services
200 Independence Ave. SW, Room 509F
HHH Building, Washington, DC 20201
800-368-1019, 800-537-7697 (TDD)

You can get Office for Civil Rights complaint forms at hhs.gov/ocr/office/file/index.html.

Dave Nessler-Cass coordinates our nondiscrimination work:

Dave Nessler-Cass,
Chief Compliance Officer
601 SW Second Ave.
Portland, OR 97204
855-232-9111
compliance@modahealth.com

Dental plans in Oregon provided by Oregon Dental Service, dba Delta Dental Plan of Oregon. Dental plans in Alaska provided by Delta Dental of Alaska. 60667319 (6/20)



ATENCIÓN: Si habla español, hay disponibles servicios de ayuda con el idioma sin costo alguno para usted. Llame al 1-877-605-3229 (TTY: 711).

CHÚ Ý: Nếu bạn nói tiếng Việt, có dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Gọi 1-877-605-3229 (TTY:711)

注意：如果您說中文，可得到免費語言幫助服務。請致電1-877-605-3229（聾啞人專用：711）

주의: 한국어로 무료 언어 지원 서비스를 이용하시려면 다음 연락처로 연락해주시기 바랍니다. 전화 1-877-605-3229 (TTY: 711)

PAUNAWA: Kung nagsasalita ka ng Tagalog, ang mga serbisyong tulong sa wika, ay walang bayad, at magagamit mo. Tumawag sa numerong 1-877-605-3229 (TTY: 711)

تنبيه: إذا كنت تتحدث العربية، فهناك خدمات مساعدة لغوية متاحة لك مجاناً. اتصل برقم (الهاتف النصي: 711) 1-877-605-3229

بولتے ہیں تو سانی (URDU) توجہ دیں: اگر آپ اردو امانت آپ کے لیے بلا معاوضہ دستیاب ہے۔ پر کال کریں 1-877-605-3229 (TTY: 711)

ВНИМАНИЕ! Если Вы говорите по-русски, воспользуйтесь бесплатной языковой поддержкой. Позвоните по тел. 1-877-605-3229 (текстовый телефон: 711).

ATTENTION : si vous êtes locuteurs francophones, le service d'assistance linguistique gratuit est disponible. Appelez au 1-877-605-3229 (TTY : 711)

توجہ: در صورتی کہ بہ فارسی صحبت می کنید، خدمات ترجمہ بہ صورت رایگان برای شما موجود است. با (TTY: 711) 1-877-605-3229 تماس بگیرید.

ध्यान दें: यदि आप हिंदी बोलते हैं, तो आपको भाषाई सहायता बिना कोई पैसा दिए उपलब्ध है। 1-877-605-3229 पर कॉल करें (TTY: 711)

Achtung: Falls Sie Deutsch sprechen, stehen Ihnen kostenlos Sprachassistentendienste zur Verfügung. Rufen sie 1-877-605-3229 (TTY: 711)

注意：日本語をご希望の方には、日本語サービスを無料で提供しております。1-877-605-3229 (TTY、テレタイプライターをご利用の方は711)までお電話ください。

अगत्यनुं: જો તમે (ભાષાંતર કરેલ ભાષા અહીં દર્શાવી) બોલો છો તો તે ભાષામાં તમારે માટે વિના મૂલ્યે સહાય ઉપલબ્ધ છે. 1-877-605-3229 (TTY: 711) પર કૉલ કરો

ໂປດຊາບ: ຖ້າທ່ານເວົ້າພາສາລາວ, ການຊ່ວຍເຫຼືອດ້ານພາສາແມ່ນມີໃຫ້ທ່ານໂດຍບໍ່ເສັຍຄ່າ. ໂທ 1-877-605-3229 (TTY: 711)

УВАГА! Якщо ви говорите українською, для вас доступні безкоштовні консультації рідною мовою. Зателефонуйте 1-877-605-3229 (TTY: 711)

ATENȚIE: Dacă vorbiți limba română, vă punem la dispoziție serviciul de asistență lingvistică în mod gratuit. Sunați la 1-877-605-3229 (TTY 711)

THOV CEEB TOOM: Yog hais tias koj hais lus Hmoob, muaj cov kev pab cuam txhais lus, pub dawb rau koj. Hu rau 1-877-605-3229 (TTY: 711)

ត្រូវចងចាំ៖ បើអ្នកនិយាយភាសាខ្មែរ ហើយត្រូវការសេវាកម្មជំនួយផ្នែកភាសាដោយឥតគិតថ្លៃ គឺមានផ្តល់ជូនណែកអ្នក។ សូមទូរស័ព្ទទៅកាន់លេខ 1-877-605-3229 (TTY: 711)

HUBACHIISA: Yoo afaan Kshtik kan dubbattan ta'e tajaajiloonni gargaarsaa isiniif jira 1-877-605-3229 (TTY:711) tiin bilbilaa.

โปรดทราบ: หากคุณพูดภาษาไทย คุณ สามารถใช้บริการช่วยเหลือด้านภาษาได้ ฟรี โทร 1-877-605-3229 (TTY: 711)

FA'AUTAGIA: Afai e te tautala i le gagana Samoa, o loo avanoa fesoasoani tau gagana mo oe e le totogia. Vala'au i le 1-877-605-3229 (TTY: 711)

IPANGAG: Nu agsasaoka iti llocano, sidadaan ti tulong iti lengguahe para kenka nga awan bayadna. Umawag iti 1-877-605-3229 (TTY: 711)

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń: 1-877-605-3229 (obsługa TTY: 711)



ADMINISTRATIVE SERVICES CONTRACT

This Administrative Services Contract (the "**Agreement**") is entered into between **Clackamas County** ("**Plan Sponsor**"), Plan Sponsor's group health plan known as the **Clackamas County Employee Dental Plan** (the "**Plan**"), and Oregon Dental Service ("**ODS**"). Plan Sponsor, Plan and ODS are sometimes referred to individually as the "**Party**" and collectively as the "**Parties.**" This Agreement is effective **January 1, 2015** (the "**Effective Date**").

RECITALS

WHEREAS, Plan Sponsor has established and maintains the self-funded group health plan, the Plan, for Members;

WHEREAS, ODS provides certain ministerial administrative services to self-funded plans, including claims processing services; and

WHEREAS, Plan Sponsor and the Plan desire to retain ODS to furnish the administrative services described herein;

THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement and other good and valuable consideration the receipt of which is acknowledged, the Parties agree to the following:

SECTION 1. RELATIONSHIP OF PARTIES

1.1 ODS ACTING IN MINISTERIAL CAPACITY ONLY

The Parties acknowledge and agree that ODS is acting solely in a ministerial capacity in performing ODS' duties and obligations under this Agreement and will have no discretionary authority or responsibility with respect to the administration of the Plan. While ODS may use ODS' reasonable business practices and ODS' reasonable understanding of the terms of the Plan in carrying out ODS' duties under this Agreement, ODS will have no discretionary authority and instead the Plan Administrator will have the ultimate responsibility for interpreting and administering the provisions of the Plan. The Plan Administrator means **Clackamas County**, who or which the Plan designates the Plan Administrator and named fiduciary for the Plan.

ODS will abide by all decisions of the Plan Administrator on all questions of substance and procedure concerning the Plan. ODS is not the Plan Administrator or a Plan-named fiduciary under the federal Employee Retirement Income Security Act of 1974, as amended (ERISA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the federal Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) or other applicable law. Throughout this Agreement, ERISA only applies when the Plan is part of an employee welfare benefit plan regulated under ERISA. ODS will not be responsible for advising Plan Sponsor or the Plan Administrator with respect to their fiduciary duties under this Agreement or for making any recommendations with respect to the investment of the Plan assets.

For the term of this agreement, the Plan has the meaning given to that term in the heading of this Agreement.

1.2 ODS IS NOT INSURING ANY PLAN LIABILITIES

ODS does not insure or underwrite any liability associated with the Plan and will have no financial risk or liability with respect to the provision of benefits under the Plan.

1.3 AUTHORITY

Plan Sponsor grants ODS the authority to serve as an agent of Plan Sponsor and Plan Administrator in carrying out ODS' duties under this Agreement, but only those ODS duties that are expressly stated in this Agreement or as mutually agreed in writing by the Parties.

1.4 PLAN SPONSOR RESPONSIBLE FOR ADOPTION OF PLAN

Plan Sponsor, and not ODS, has the sole and ultimate authority and responsibility for sponsoring, adopting, amending, designing and terminating the Plan.

1.5 PLAN ADMINISTRATOR AND FIDUCIARY

With respect to the Plan, the Plan Administrator is the plan administrator and the Plan-named fiduciary for purposes of § 402(a)(1) of ERISA (if applicable), COBRA, HIPAA and other applicable law, and, as such, is responsible and liable for administering all aspects of the Plan and all related regulatory compliance. The duties of Plan Sponsor, the Plan Administrator or both specifically include, but are not limited to, the following:

- a. Ensure the Plan is in compliance with any applicable state and federal laws, including but not limited to ERISA, COBRA, HIPAA, the Internal Revenue Code and the Patient Protection and Affordable Care Act (PPACA);
- b. Perform any applicable nondiscrimination testing;
- c. Amend the Plan as necessary to ensure ongoing compliance with applicable law;
- d. Provide Members copies of the Summary Plan Description (SPD), Member Handbook, Summary of Benefits and Coverage (SBC, when required), Summary of Material Modifications (SMM) and summary annual reports;
- e. File any required tax or governmental returns (including but not limited to Form 5500 returns);
- f. Respond to requests;
- g. Execute and retain required Plan documentation.

For the purposes of this Agreement, Member means an individual entitled to receive benefits for Covered Services (including, but not limited to, application of an expense to Member Cost-Sharing, whether or not a payment under the Plan is made) under the terms of the Plan at the time the Covered Services are provided. Member Cost-Sharing includes deductibles, copayments, coinsurance and similar amounts for Covered Services that Member is responsible to pay under the Plan.

As discussed in section 1.5.d above, the Member Handbook is a written document that establishes eligibility, benefits and other legal requirements of the Plan available to Members. A Member Handbook will be prepared by ODS only if ODS expressly agrees to undertake that activity and subject to all other terms of this Agreement. A Summary Plan Description (SPD) is a written summary of the terms and benefits of the Plan available to Members.

1.6 FINAL RESPONSIBILITY AND DETERMINATIONS

Plan Sponsor, the Plan Administrator, or both, will have the final responsibility and liability for payment of all benefits under the Plan. Plan Sponsor and the Plan Administrator will pay all expenses incident to the operation of the Plan. In its capacity as ERISA plan administrator, the Plan Administrator will be the final arbiter as to the interpretation of the Plan and the determination of eligibility for coverage and payment of benefits. All final determinations as to Member's entitlement to Plan benefits are to be made by Plan Sponsor, the Plan Administrator or both, including any determination upon an appeal of a denied claim for Plan benefits.

1.7 ODS IS AN INDEPENDENT CONTRACTOR

ODS is and will remain an independent contractor with respect to the services being performed under the terms of this Agreement and will not for any purpose be deemed an employee of Plan Sponsor, the Plan or the Plan Administrator, and ODS will not be deemed to be a partner or to be governed by any legal relationship other than that of independent contractor. ODS does not assume any responsibility for the general policy design of the Plan, the adequacy of the funding thereof nor any act, omission or breach of duty by Plan Sponsor or the Plan Administrator.

1.8 PLAN ACTS THROUGH PLAN ADMINISTRATOR

Any actions, directions or representations made by the Plan Administrator to ODS may be considered the actions, directions or representations of the Plan.

SECTION 2. THE PLAN AND OTHER DOCUMENTS

2.1 PLAN ADOPTED

The most current Member Handbook describing Plan benefits that have been adopted by Plan Sponsor are incorporated into this Agreement by reference. If Plan Sponsor changes or adds any benefits under the Plan, ODS will not be required to administer those changes or additions unless all of the following conditions have been met:

- a. Plan Sponsor has provided advance notice to ODS of Plan Sponsor's intent to change or add benefits under the Plan;
- b. ODS has provided Plan Sponsor advanced written notice of ODS' willingness and ability to adequately administer the changes or additions; and
- c. When agreed upon by the Parties, any changes in the fees required by ODS to administer the changes or additions are included in a written amendment to the Fee Schedule as proposed by ODS.

2.2 ADMINISTRATIVE INFORMATION

Plan Sponsor will furnish ODS with any and all instructions, contracts, information or documents deemed necessary by ODS to properly perform ODS' obligations under this Agreement. Such information will include, but not be limited to, copies of the Member Handbook and any and all amendments or successor documents. ODS, at the request of Plan Sponsor and as part of ODS' ministerial duties under this Agreement, may prepare and/or print a Member Handbook and other documents that communicate summary details of the Plan to Members. However, Plan Sponsor

retains ultimate authority as to the content, distribution and legal or regulatory requirements related to the Plan, including the Member Handbook.

2.3 OTHER BENEFIT PLANS

If Plan Sponsor adopts additional self-funded benefit plans, Plan Sponsor may negotiate with ODS for the inclusion of such plans under this Agreement.

2.4 INTERPRETATION

The terms and conditions of this Agreement govern over any conflicting or inconsistent terms in the Member Handbook.

SECTION 3. TERM OF AGREEMENT

3.1 TERM

For the purposes of this agreement, Term means the period of time this Agreement remains in effect. The Agreement may renew for subsequent 12 month periods, each of which is referred to as a Term. If the Agreement is terminated early for any reason prior to the expiration of a full 12 month period, the shorter period between the first day of the Term and the date the Agreement is terminated is the Term.

The initial Term of this Agreement will commence on **January 1, 2015** and terminate on **December 31, 2015**, unless terminated sooner under Section 4.

3.2 RENEWAL

After the completion of the initial Term, this Agreement will automatically renew for additional 12-month periods on each subsequent anniversary of the Effective Date and subject to a revised Fee Schedule when proposed in advance by ODS, unless:

- a. By or before the anniversary of the Effective Date, the Parties have not completed negotiation of and agreement to an amended Fee Schedule and any other amendments to this Agreement proposed by any Party; or
- b. Any Party has given 30 days advance written notice prior to the anniversary of the Effective Date of the Party's intent not to renew the Agreement.

If, by the conclusion of any Term, the Parties have not completed the negotiations for, and execution of, a new Fee Schedule, but termination of this Agreement has not occurred, ODS at ODS' discretion may continue ODS' services under this Agreement using the last approved Fee Schedule, and the Fee Schedule subsequently agreed upon by the Parties will be in effect retroactively.

SECTION 4. TERMINATION AND MODIFICATION

4.1 TERMINATION WITHOUT CAUSE

Any Party may terminate this Agreement without cause upon 30 days prior written notice to the other Parties. Plan Sponsor may be subject to an Early Termination Fee as shown in the Fee Schedule.

4.2 TERMINATION FOR CAUSE

This Agreement terminates, and ODS' obligation to process claims and pay benefits will cease upon such termination, in accord with any of the following:

- a. 30 days after written notice has been given by ODS to Plan Sponsor or the Plan, or by Plan Sponsor or the Plan to ODS, of the breach of material obligations under this Agreement; provided that such breach has not been cured within such 30 day period. Notwithstanding the foregoing, Plan Sponsor's default in any payment under this Agreement will be subject to termination under Section 4.2.b.;
- b. Upon 3 business days written notice, in ODS' sole discretion, if Plan Sponsor fails to pay:
 - i. Paid Claims to ODS by their due date or if Plan Sponsor does not pay any other payment due under this Agreement by its due date. Paid Claim means the amount ODS has paid on behalf of Member pursuant to this Agreement in response to a request for the payment of benefits under the Plan; or
 - ii. Administrative fees, charges or other amounts due to ODS under the terms of this Agreement (including maintenance of the advance deposit, if applicable);
- c. Upon 3 business days written notice, in ODS' sole discretion:
 - i. If Plan Sponsor assigns this Agreement, unless such assignment had ODS' prior approval in writing; or
 - ii. If Plan Sponsor is sold (including a sale of substantially all assets of Plan Sponsor) or merges, unless such sale or merger had ODS' prior approval in writing;
- d. As of the effective date of any law, regulation or interpretation if any law or regulation is enacted which prohibits the continuance of this Agreement, or any existing law or regulation is interpreted by ODS to so prohibit the continuance of this Agreement;
- e. If Plan Sponsor terminates the Plan, provided that Plan Sponsor will provide ODS with written notice 30 days prior to termination;
- f. If the Plan is modified, unless this Agreement is amended to make such modified plan the Plan under this Agreement;
- g. 10 days following the occurrence of any of the following if not reversed or cured prior to the expiration of the 10 day period:
 - i. A finding or admission that Plan Sponsor or the Plan is insolvent;
 - ii. The date that Plan Sponsor or the Plan files for the protection provided under any bankruptcy law;
 - iii. The date that Plan Sponsor's or the Plan's creditors seek to have Plan Sponsor or the Plan declared bankrupt or placed under the protection of the Bankruptcy Court; or
 - iv. The date that Plan Sponsor or Plan Sponsor's creditors or the Plan or the Plan's creditors seek to have a receiver appointed to manage Plan Sponsor's business or the Plan.

4.3 OTHER RIGHTS TO TERMINATE

ODS' right to terminate pursuant to Section 4 will be in addition to and not a limitation of any right to terminate (or right to offset) under any other provisions of this Agreement.

4.4 LATE PAYMENT AND REINSTATEMENT

Any payment received by ODS after termination of this Agreement will be deposited for security purposes only and will not be deemed to have been accepted for reinstatement or as an accord and satisfaction. This Agreement will be reinstated only upon the written endorsement of ODS.

4.5 MODIFICATION

Except as otherwise specifically provided in this Agreement, this Agreement may be modified only by a written agreement signed by an authorized representative of each Party.

SECTION 5. ODS' MINISTERIAL SERVICES

5.1 CLAIMS PROCESSING

During the Term of this Agreement and any period of Run-Out Claims Processing (as defined in the following paragraph), ODS will issue benefit payments and denials, along with explanations of benefits, in accordance with the terms of the Plan, ODS' dental and payment policies and any Participating Provider contracts for those claims Incurred between the Claims Incurred dates presented in the Fee Schedule. Incurred means the date upon which services or supplies have been provided to Member during the Term. For the purposes of this agreement, Participating Provider means any dentist or other health care provider as permissible under Plan benefits, licensed where required, performing services within the scope of its license, with whom ODS has entered into an agreement which allows Member to obtain dental care services according to certain pre-negotiated fees and other relevant terms.

Run-Out Claims Processing or Run-Out means ODS will continue to process claims and otherwise provide administrative services with regard to claims Incurred prior to the date of termination of this Agreement.

ODS will discontinue processing any and all claims upon termination of this Agreement and completion of any period of Run-Out, regardless of the Incurred date of the claim, as further provided in Section 8.1 of this Agreement. In evaluating claims, ODS will use ODS' claim processing system of edits and other applicable standards to determine whether claims are Covered Services.

Covered Services means the services, supplies, treatments or accommodations that are included within that term in the Member Handbook. If there is no Member Handbook, Covered Services means the services, supplies, treatments or accommodations for which benefits are provided under the Plan that ODS is required to administer under Section 2.1 (including, but not limited to, any services, supplies, treatments or accommodations to which Member Cost-Sharing is applied, regardless of whether a payment under the Plan is made).

5.2 GENERAL ADMINISTRATIVE SERVICES

ODS will:

- a. Answer Member inquiries regarding eligibility, Plan benefits, status of benefit payments, complaints and requests for forms;

- b. Upon request of Plan Sponsor, assist in the development and design of the Plan, both initially and in connection with benefit revisions, additions and extensions, although the design of the Plan is the sole responsibility of Plan Sponsor;
- c. Upon the separate written request of the Plan Sponsor and subject to Section 2.2 and the payment of additional fees to be indicated by ODS, draft, prepare and print Member Handbooks and other Member materials;
- d. Upon request of Plan Sponsor, assist with the enrollment of Members;
- e. Maintain eligibility files based upon information provided by Plan Sponsor;
- f. Issue identification cards to Plan Sponsor or Members;
- g. Initiate reasonable overpayment, subrogation and similar right of reimbursement recovery efforts in accordance with ODS' standard business practices;
- h. Provide Members with access to Participating Providers. Plan Sponsor will not attempt to establish or negotiate its own dental care provider contracted network;
- i. Upon request of Plan Sponsor, prepare standard reports for use by the Plan in the financial management and administrative control of the Plan;
- j. Conduct first and second level appeal reviews subject to federal regulations and the Terms of the Plan; and
- k. Coordinate external review requests with Individual Review Organizations (IROs) subject to a fixed fee as indicated in the Fee Schedule, when so required by the terms of the Plan.

5.3 PROCESSING ERRORS

Claim processing errors may result from a number of causes, including retroactive termination, provider billing errors, claims processing mistakes, incorrect information from an Participating Provider or Member or other reasons. In addition, claims processing adjustments may result from a number of causes, including coordination of benefits recovery, third party liability recovery, audit or investigation findings and other reasons. If ODS becomes aware ODS has underpaid a claim or has misquoted Plan benefits to a member or Participating Provider or Member, for whatever reason, ODS will reprocess the claim and pay the appropriate amount, charging the amount as a claims expense to Plan Sponsor, except as precluded by Run-Out. If ODS becomes aware ODS has overpaid a claim, for whatever reason, ODS will reprocess the claim at the appropriate amount, attempt to recover appropriately and, if successful, credit Plan Sponsor with the amount less ODS' reasonable collection expenses. Plan Sponsor acknowledges that claim processing errors and adjustments occur in the normal course of business and that, as long as ODS makes reasonable attempts to correct the errors and make the adjustments, ODS has met ODS' obligation to Plan Sponsor and ODS will not be considered to be negligent under Section 9.2.c of this Agreement.

5.4 NONSTANDARD REPORTS

If Plan Sponsor or the Plan Administrator requests any nonstandard report and ODS, in its sole discretion, agrees to provide such report, ODS reserves the right to charge for nonstandard reports. Nonstandard reports shall be subject to a charge as indicated in the Fee Schedule, if any. All other charges for any nonstandard reports not specifically indicated in the Fee Schedule shall be agreed upon by the Parties in writing before the reports are prepared. Notwithstanding the foregoing, ODS will not prepare Incurred But Not Reported (IBNR) reports nor will ODS sign prepared financial statements.

SECTION 6. PLAN SPONSOR REQUIREMENTS

6.1 FEES

Plan Sponsor will pay ODS all administrative fees as set forth in the Fee Schedule and any other fees set forth in this Agreement or other applicable Exhibits. The Fee Schedule and any other Exhibits will be amended on an annual basis or as otherwise set forth in this Agreement.

6.2 AUTOMATIC FEE ADJUSTMENTS FOR INCREASE OF ADMINISTRATION

If, during any Term of the Agreement, ODS' administrative duties change or ODS' expenses of administration increase for the reasons stated below, ODS may provide reasonable notice to Plan Sponsor of an alternative Fee Schedule and such new Fee Schedule will go into effect automatically, unless otherwise determined by the Parties. For the purpose of this Section, ODS may adjust the Fee Schedule in the following situations:

- a. ODS' costs increase due to legislative or regulatory changes;
- b. ODS' costs increase due to a change in producer and/or consultant commissions;
- c. ODS' costs increase due to mutually agreed upon benefit changes or additional ODS services; or
- d. Plan enrollment increases or decreases by 10% or more at any time during the Term relative to the "Enrollment Assumption" listed in the Fee Schedule.

Upon reasonable notice to Plan Sponsor, such fee adjustment will apply as of the first month following the event identified above and continue for the remainder of the Term.

6.3 TAX FEES

ODS will bill Plan Sponsor for any and all federal and state taxes and/or fees, including taxes or fees which may be mandated or assessed on benefit payments made by ODS on behalf of the Plan. Any such fee will be billed monthly.

6.4 FUNDS FOR PAYMENT OF BENEFITS

Plan Sponsor will provide to ODS all funds necessary to pay Plan benefits.

6.5 CLAIMS BILLING

Based on the billing period, ODS will notify Plan Sponsor by an agreed-upon method (such as by electronic mail) of the amount of Paid Claims since the Effective Date (if this is the first such notification under this Agreement) or since the most recent previous notification (if this notification is other than the first under this Agreement). This notification is referred to as the "Claims Billing."

6.6 PAYMENT OF FUNDS

Plan Sponsor will pay to ODS the amount of each Claims Billing communicated to Plan Sponsor under Section 6.5 according to the terms set forth in the Fee Schedule.

6.7 ADVANCE DEPOSIT

Prior to the Effective Date of this Agreement, Plan Sponsor will pay to ODS an advance deposit as set out in the Fee Schedule. The advance deposit is calculated on the basis of the enrollment assumption documented in the Fee Schedule. Each time this Agreement is renewed for an additional Term, ODS will re-evaluate the enrollment assumption and advance deposit and, if necessary, Plan Sponsor will pay to ODS the amount needed to bring the advance deposit to the re-evaluated amount. After a final accounting by ODS following termination of this Agreement and completion of any period of Run-Out, ODS will refund the balance of the advance deposit remaining after offset of any amount owed to ODS for any reason. ODS will not pay interest on advanced deposits but is entitled to any earned interest from the advance deposit.

6.8 SUBROGATION AND RIGHT OF REIMBURSEMENT

ODS will make its best efforts to identify and pursue potential subrogation and similar right of reimbursement recovery opportunities with regard to claims Incurred during the Term under the Plan, in accordance with ODS' standard business practices. Plan Sponsor will notify ODS of subrogation and right of reimbursement opportunities of which it becomes aware. A fixed percentage of subrogation and right of reimbursement recoveries will be withheld to cover ODS' costs of pursuit of such recoveries and is identified as the subrogation/right of reimbursement fee in the Fee Schedule, if any. This subrogation/right of reimbursement fee shall be in addition to any other fees and expenses that ODS is entitled to, or otherwise obligated to pay, out of any subrogation or similar right of reimbursement recovery.

Unless notified to the contrary by Plan Sponsor by or before the later of the termination date or the completion of any period of Run-Out, ODS will continue, after termination and completion of any Run-Out, to pursue Plan subrogation and similar right of reimbursement files that are then in its possession and will be entitled to withhold the subrogation/right of reimbursement fee from recoveries it obtains on those files. ODS' pursuit of recoveries under this provision, whether before or after the termination date and completion of any period of Run-Out, will continue only as long as ODS determines such recoveries are active and viable. The subrogation/right of reimbursement fee is calculated from the amount recovered, net of any attorney fees, costs, or other expenses that are paid to effectuate the recovery and net of any stop-loss reinsurance credited first to ODS. ODS will calculate and withhold the subrogation/right of reimbursement fee from each net recovery and then credit or remit the remaining net balance of the recovery to Plan Sponsor.

6.9 LATE FEES

If administrative fees, claims or other invoices are not paid to ODS by the due date, ODS may in its discretion charge a late fee. Late fees are calculated from the date payment is due. See section 7.3 for additional information regarding late fees.

6.10 INFORMATION NECESSARY TO COMPLY WITH GOVERNMENTAL REQUIREMENTS

Plan Sponsor will provide the information necessary for ODS to comply with ODS' obligations under any federal or state law related to this Agreement, including but not limited to the social security numbers of Members, the working status of Members and tax identification number of Plan Sponsor, as required by the Medicare Secondary Payor reporting requirements applicable to third party administrators for group health plans under Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007.

SECTION 7. ELIGIBILITY

7.1 ELIGIBILITY

Plan Sponsor shall administer eligibility terms and conditions in accordance with the Plan to determine only eligible employees and dependents are receiving benefits, including but limited to verification that employees apply for coverage within the established timeframe and correct effective dates are assigned to new Members, COBRA continuants and terminations. Plan Sponsor, not ODS, is responsible for determining, maintaining and remedying errors on Member eligibility records. If enrollment forms are not provided to ODS, Plan Sponsor will provide Member eligibility records to ODS in a form acceptable to ODS and upon an agreed frequency. Plan Sponsor agrees to comply with the terms and conditions for eligibility and enrollment set forth in the Plan.

Failure for Plan Sponsor to administer eligibility in accordance with the Plan may result in a denial of benefits under stop loss provisions, if applicable.

ODS will provide identification cards and will reissue cards as needed as a result of eligibility changes reflected on the cards. A request for a mass reissue of cards to Members is also available upon request with an associated fee, as described in the Fee Schedule or any other written agreement, to cover the cost of the cards and postage.

7.2 COMMENCEMENT OF COVERAGE

Member's coverage begins on the first day of the month (assuming eligibility, satisfaction of probationary periods, payment of the rate and other requirements of eligibility), and terminates on the last day of a month. Administrative fees are not pro-rated for partial months of coverage.

7.3 BILLING AND PAYMENT

Payment of administrative fees by Plan Sponsor is due monthly. If payment is not received by the 15th of the month, ODS reserves the right to terminate this Agreement pursuant to Section 4.2. Failure to pay on time can result in late fees and/or a claims hold.

Payment of administrative fees is based on ODS-generated billings. If payment is adjusted by Plan Sponsor, detailed supporting documentation is needed for each adjustment prior to payment. Discrepancies will need to be included in the next payment.

7.4 TIMELY INFORMATION

Plan Sponsor acknowledges that ODS' ability to effectively perform the administrative services required by this Agreement depends upon Plan Sponsor's furnishing to ODS timely information in the form of properly completed applications and data for Members who are eligible for coverage and timely notice of those who terminate coverage. This information must be provided in a form acceptable to ODS.

7.5 NO LIABILITY IF INFORMATION NOT TIMELY

ODS will not be liable for non-performance or delay in the performance of this Agreement caused by or contributed to in whole or in part by the failure of Plan Sponsor to timely furnish any information necessary to determine eligibility for coverage or for adjudication of benefits. ODS reserves the right to hold the processing and payment of claims until necessary information is received from Plan Sponsor.

7.6 NO LIABILITY IF INFORMATION NOT CORRECT OR COMPLETE

ODS will not be liable for any claims payment errors based on incorrect or incomplete eligibility information. If ODS identifies such an error, and if Plan Sponsor requests that ODS pursue recovery of any overpayment based on the incorrect eligibility information ODS received, Plan Sponsor will pay ODS a fixed percentage of any recovery to cover ODS' costs of this pursuit and as identified in the fee Schedule, if any. This fee will be in addition to any other fees and expenses that ODS is entitled to, or otherwise obligated to pay, out of any recovery. Plan Sponsor will indemnify and hold harmless ODS for any and all liability ODS incurs as a result of its pursuit of overpayment errors based on incorrect or incomplete eligibility information.

To reduce the likelihood of incorrect or incomplete eligibility information, Plan Sponsor should regularly review ODS bills and membership lists to ensure records are accurate. ODS will supply monthly membership lists upon request by Plan Sponsor.

7.7 RETROACTIVE TERMINATION

Termination notices should be sent to ODS prior to the termination date when possible to reduce claims overpayments. However, retroactive termination will be allowed and must be in accordance with the PPACA when required to comply. Members may be terminated retroactively up to 12 months for billing and claims adjustments. ODS reserves the right to charge a fee for reprocessing retroactive claims as administrative fees do not cover the months for which claims are being reprocessed.

SECTION 8. DISPOSITION OF CLAIMS UPON TERMINATION

8.1 TERMINATION OF ADMINISTRATIVE SERVICES

The Parties agree that ODS will provide Run-Out Claim Processing services after the termination of this Agreement. ODS will continue to perform Run-Out Claim Processing services, however, only:

- a. For the amount of time presented in the Fee Schedule (or any other written agreement of the Parties for Run-Out Claims Processing services);
- b. For claims Incurred prior to the termination date;
- c. If Plan Sponsor pays the Run-Out Claim Processing fees presented on the Fee Schedule (or any other written agreement of the Parties for Run-Out Claims Processing services) in a timely manner; and
- d. If Plan Sponsor remits an advance deposit (or increases the existing amount of the deposit, if any) to ODS in advance and in an amount to be reasonably determined in ODS' sole discretion based upon ODS' estimate of claims Incurred but not paid and an estimate of the Run-Out administrative expenses, as calculated by ODS.

If Plan Sponsor breaches paragraph (c) or (d), all administrative services required of ODS under any term of this Agreement or otherwise, including but not limited to claims processing and payments, will immediately cease; except that, if ODS reasonably concludes that it is legally required to continue providing administrative services, Run-Out Claims Processing will continue and Plan Sponsor is obligated to pay ODS for its Run-Out Claims Processing services under the terms of this Agreement.

8.2 DISPOSITION OF CLAIMS AFTER TERMINATION

After termination of this Agreement and completion of any period of Run-Out, ODS will deny:

- a. All claims under the Plan that are in the possession of ODS for which payment has not been issued, regardless of the date the claims were incurred; and
- b. All claims under the Plan that are received by ODS thereafter.

Plan Sponsor will pay ODS all benefit payments and administration charges that are due ODS and remain unreimbursed at the time of or after termination and completion of any period of Run-Out.

SECTION 9. INDEMNIFICATION AND LAWSUITS AGAINST THE PARTIES

9.1 CLAIMS DISPUTES

In the event a dispute arises with Member or other third party over Plan benefits or any action taken by ODS related to the payment of Plan benefits in the performance of ODS' duties under this Agreement (referred to in this Agreement as a Claim Dispute), the Parties agree to the following:

- a. Notification of Dispute
When a Party reasonably determines that a Claim Dispute may arise, the Party will promptly notify the other Parties in writing as to the issues involved in the Claim Dispute.
- b. Litigation Defense
If ODS is the party to any legal action related to or arising out of a Claim Dispute, ODS will defend itself against any such legal action (including, but not limited to, litigation, arbitration and/or mediation) brought by or on behalf of any Member or other third party, and ODS will have full discretionary authority in all matters related to the conduct, defense or settlement of any such action, including, but not limited to, the selection of counsel and pursuit of any counter- or cross-claim.

9.2 INDEMNIFICATION

The Parties agree to the following indemnification provisions:

- a. Plan Sponsor and the Plan, jointly and severally, will indemnify, defend and hold harmless ODS, ODS affiliates and their respective directors, officers, employees (acting in the course of their employment, but not as claimant) and agents, for that portion of any liability, settlement and related expense (including the cost of legal defense through and including any appeals) resulting solely and directly from Plan Sponsor's or the Plan's breach of this Agreement, negligence, gross negligence, willful misconduct, criminal conduct, fraud or breach of a fiduciary responsibility related to or arising out of this Agreement.
- b. Subject to Section 9.2.c, ODS will indemnify, defend and hold harmless Plan Sponsor and the Plan, their affiliates and their respective directors, officers, employees (acting in the course of their employment, but not as claimant) and agents, for that portion of any liability,

settlement and related expense (including the cost of legal defense through and including any appeals) resulting solely and directly from ODS' breach of this Agreement, negligence, gross negligence, willful misconduct, criminal conduct, fraud or breach of a fiduciary responsibility related to or arising out of this Agreement.

- c. Notwithstanding anything herein to the contrary, Plan Sponsor and the Plan, jointly and severally, will remain obligated for:
 - i. Indemnifying ODS from any claim or loss which results from Plan Sponsor's incorrect certification of Member eligibility;
 - ii. The payment of all Plan benefits; and
 - iii. The payment of all benefits, costs or damages when the acts giving rise to the liability were performed by Plan Sponsor or the Plan, or by ODS upon Plan Sponsor's or the Plan's express direction.

SECTION 10. GENERAL

10.1 INSURANCE

Each Party will obtain, at its own cost, and keep in force adequate policies providing comprehensive general liability and other insurance in amounts consistent with industry standards as may be necessary to insure Party and its agents and employees against any claim or claims for damages arising out of the performance of its obligations under this Agreement. If any Party procures one or more claims-made policies to satisfy its obligations under this Agreement, the Party will obtain any extended reporting endorsement ("tail coverage") required to continuously maintain such coverage in effect for all acts, omissions, events or occurrences during the Term of this Agreement, without limit or restriction as to the making of the claim or demand. Evidence of the insurance coverage required under this Section will be made available to any Party upon request. Self insurance shall meet the requirement of this section.

10.2 JOINT OWNERSHIP OF CERTAIN RECORDS; CONFIDENTIALITY

For the purposes of this agreement, Proprietary Materials means ODS proprietary and confidential records, documents, lists, books, recorded information, data stored on data processing media, trade secrets, symbols, trademarks, service marks, systems, formats, programs, procedures, protocols, contract forms, pricing data, deidentified data, utilization information, fee schedules, reasonable and customary charges profiles, designs and business plans. Proprietary Materials specifically includes any data and information, including any data provided to Plan Sponsor or the Plan in the form of a data extract or otherwise, related to the composition of the ODS network of providers, the contracted (or "allowed" amounts) paid to Participating Providers, the terms of the agreement between ODS and the Participating Providers and the discounts to ODS offered by Participating Providers. Proprietary Materials also consist of any analyses, compilations, studies or other documents created on the basis of other Proprietary Materials.

The Parties agree that records and documents that constitute "protected health information" as that term is defined in 45 CFR 160.103 and that pertain to administration of the Plan will be and remain the joint property of the Plan and ODS. All Proprietary Materials are the sole property of ODS. ODS will have the right to protect the confidentiality of the Proprietary Materials and will not be required to make such Proprietary Materials available to anyone. Plan Sponsor agrees to maintain the confidentiality of any Proprietary Materials ODS provides, and Plan Sponsor will not provide any Proprietary Materials to any other person, including any data extracts or summary information, except to the extent such Proprietary Materials have been made available to the public without fault of Plan Sponsor. In the event of a termination of this Agreement, ODS will

cooperate with Plan Sponsor to provide copies of certain requested jointly owned information. Plan Sponsor or the Plan agrees to reimburse ODS for the reasonable cost of such assistance and copies.

10.3 ENTIRE AGREEMENT

This Agreement and its Exhibits supersede and replace all prior oral or written agreements, if any, between Plan Sponsor and ODS and is the entire agreement between the Parties.

Exhibit means the following when referenced collectively:

- a. "Fee Schedule Exhibit" means the document with that Title that is attached to this Agreement and that contains the list of fees and other prices for ODS' services.
- b. "Reports" means the document with that Title that is attached to this Agreement and that contains the list or reports to be delivered by ODS to Plan Sponsor.
- c. "HIPAA Exhibit" means the document with that Title that is attached to this Agreement and that contains the terms among the Parties that are required to comply with HIPAA.
- d. "Designated Contact Person(s)" means the document with that Title that is attached to this Agreement and that contains the list of designated persons who are authorized to receive protected health information.

10.4 NON-WAIVER

The failure or refusal of any Party to enforce or enjoin any breach or violation of any provision of this Agreement will not be a waiver of that Party's right to enforce any subsequent breach.

10.5 AUDIT RIGHTS

During the Term of this Agreement, the period of Run-Out and for a period of 6 months following the Agreement's termination and completion of any period of Run-Out, Plan Sponsor or the Plan (or its designated claims auditing representative, if approved by ODS in writing) will have the right to initiate an examination of ODS' records. Examined records will relate only to Plan benefits. Any such audit will be conducted during regular business hours at ODS' offices and following 60 days prior written notice. Any examination of Members' health benefit payment records will be carried out in a manner specifically designed to protect the confidentiality of Members' medical information in compliance with all federal and state laws governing confidentiality and privacy of health information. All audits will be limited to information relating to the Term in which the audit is conducted and/or the immediately preceding Term and will be concluded within 18 months of the last day of the Term under audit. Plan Sponsor or the Plan will pay all expenses incurred by ODS, Plan Sponsor and the Plan relating to the audit, unless otherwise stated in a separate written audit agreement. ODS will not be required to disclose any information in violation of applicable law. ODS does not permit any extrapolation from a sample of claims to make determinations about the universe of claims processed as a whole.

Prior to commencement of any audit, Plan Sponsor, the Plan and its outside auditor, if any, will execute a written audit agreement with ODS which sets forth the terms and conditions of the audit according to ODS' most recent external audit policy. ODS reserves the right to deny access to a third party contingency fee auditor.

With regard to its contracts with Participating Providers and related information, the terms of which are not otherwise publicly available, ODS reserves the right to deny access to the contracts. At ODS' sole discretion, ODS will provide access to its contracts with Participating Providers only (i) for the purpose of ensuring that a claim was correctly paid by the claims processing system at the appropriately contracted rate, and (ii) only in a manner that ODS deems would protect the

confidential and/or proprietary information contained therein. This reservation of right pertains not only to the actual contracts but also to any data, reports or other information generated from which the terms of the contracts could be determined, which are considered Proprietary Material.

10.6 SEVERABILITY

In the event any one or more of the terms, conditions or provisions contained in this Agreement or any application thereof is declared invalid, illegal or unenforceable in any respect by any arbitrator or court of competent jurisdiction, the validity, legality or enforceability of the remaining terms, conditions or provisions of this Agreement and any other application thereof will not in any way be affected or impaired thereby, and this Agreement will be construed as if such invalid, illegal or unenforceable provisions were not contained herein.

10.7 RESTRICTION ON ASSIGNMENT

No Party will assign or transfer any of its rights, or delegate any of its duties or obligations hereunder, directly or indirectly, without the prior written consent of the other Parties. A Party may, with the prior written consent of the other Parties, assign this Agreement in its entirety to any person or entity, other than a direct competitor of a Party, which acquires the business of the assigning Party or with which the Party merges or is consolidated or affiliated, provided that the permitted assignee agrees in writing to be bound by the terms of this Agreement. Any attempted assignment, transfer or delegation in violation of this paragraph will be null and void.

10.8 NOTICES

Except for a revised Fee Schedule under Section 3.2 or an alternative Fee Schedule under Section 6.2 (which would be effective as provided in those sections) and except for endorsements or amendments to this Agreement (which would be effective on the endorsement or amendment effective date), all notices, requests, demands and other communications required or permitted to be given or made under the Agreement will be in writing and will be effective on the date of actual hard copy receipt (including by confirmed facsimile receipt or electronic mail), and will be sent to Plan Sponsor, the Plan or ODS, as the case may be, to such address, person or entity as set forth below, or as any Party will designate by notice to the other Parties in accordance herewith.

10.9 BINDING EFFECT

This Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns.

10.10 NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any right or remedy of any nature whatsoever; and nothing in this Agreement will create, or be deemed to create, any rights, obligations or legal relationship between ODS and any Member.

10.11 THIRD PARTY ADMINISTRATORS

ODS recognizes that the Plan Administrator may choose to work with Third Party Administrators (TPAs) for handling of COBRA and retiree membership or for active eligibility processing. In these

situations, ODS will accept eligibility or payment from the TPA as if it were from the Plan Administrator provided information was received timely and accurately. However, ODS reserves the right to confer only with the Plan Administrator if the TPA process is causing accuracy concerns, processing challenges or timing delays.

10.12 FORCE MAJEURE

No Party will be deemed to be in violation of this Agreement if it is prevented from performing its obligations by events beyond its control including, without limitation, acts of God, war or insurrection, terrorism, flood or storm, strikes or rule or action of the government or agency. The Parties will make a good faith effort, however, to assure Members have access to Participating Provider services consistent with applicable law, despite such events.

10.13 SURVIVAL

All rights and obligations will cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 6, 8, 9, 10.1 and 10.2.

10.14 HEADINGS

The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement and are not to be considered in construing or interpreting this Agreement.

10.15 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

10.16 FIDELITY BOND

Plan Sponsor will provide a fidelity bond for fiduciaries and every person who handles funds or other property of the Plan if required by ERISA for the benefit of the Plan.

10.17 BANKRUPTCY

If bankruptcy, receivership or liquidation proceedings are commenced with respect to any Party hereto, and if this Agreement has not otherwise been terminated, then a non-filing Party may suspend all further performance of this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision of Federal or State law. Any such suspension of further performance by a non-filing Party pending the defaulting Party's assumption or rejection of this Agreement will not be a breach of this Agreement and will not affect the non-filing Party's right to pursue or enforce any of its rights under this Agreement or otherwise.

10.18 CLASS ACTIONS

Plan Sponsor and ODS recognize that, from time to time, ODS, Plan Sponsor or the Plan may receive notice of a pending class action that seeks recovery on behalf of a class that may include ODS or Plan Sponsor (a Class Action). Notwithstanding any language to the contrary in this Agreement, ODS will have no duty to participate in the Class Action on behalf of Plan Sponsor or the Plan. ODS does not have a duty to notify Plan Sponsor or the Plan (or any plan) of receipt of notice of any Class Action. Plan Sponsor or the Plan may request that ODS provide information for a Class Action or

assist in pursuing a recovery for Plan Sponsor in a Class Action. ODS will have the sole discretion to accept or reject such a request. If accepted, ODS will be the appointed agent of the Plan and submit necessary claim information. The services provided will be subject to the payment of additional administrative fees and other related costs to ODS by Plan Sponsor.

10.19 GOVERNING LAW

Unless preempted by federal law, this Agreement will be governed, construed, performed and enforced in accordance with the laws of the State of Oregon.

10.20 DISPUTE RESOLUTION

If a dispute should arise out of this Agreement or a breach thereof, the Parties will attempt in good faith to resolve the dispute informally through discussion, the exchange of documents or meetings following a Party's written notice of the existence and nature of the dispute.

If the Parties are unable to resolve the dispute within 30 days after the date of such written notice, they will, while continuing to attempt to resolve the dispute, also establish a procedure for mediation of the dispute in the event it is not resolved.

If the Parties are unable to resolve the dispute, or to agree to a procedure for mediation of the dispute, within 60 days after the date of the written notice of dispute, then the dispute will be submitted to mediation, initiated by written notice from a Party, in accordance with the model procedures of the International Institute for Conflict Prevention & Resolution.

In the event the Parties are not able to resolve the dispute as described above, the Parties agree to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association unless the Parties agree to another method of dispute resolution. The Arbitration will be conducted in Multnomah County, Oregon. The Parties agree that the arbitrator's award will be final and binding, may include an apportionment of attorney fees and costs, and may be enforced in any court having jurisdiction thereof.

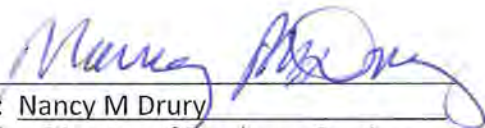
Signature pages to follow.

This Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a Party, each other Party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting Party.

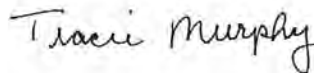
Plan Sponsor:

ODS:

CLACKAMAS COUNTY



By: Nancy M Drury
Title: Director of Employee Services
Date: April 16, 2015



By: Tracie Murphy
Title: Senior Vice-President
Date: March 4, 2015

Exhibit A

FEE SCHEDULE

1.1 Administrative Fees

- i. \$6.10 per employee per month for dental administration, including processing claims from January 1, 2015 through December 31, 2015, if this Agreement is extended for a second Term;
- ii. \$6.18 per employee per month for dental administration, including processing claims from January 1, 2016 through December 31, 2016, if this Agreement is extended for a third Term.

If paid in full up to the date of termination of this Agreement, the administrative fees shall cover services performed by ODS in paying claims during any period of Run-Out Claims Processing.

1.2 Producer Commission

This provision is not applicable to this Agreement.

1.3 Advance Deposit

\$238,100

1.4 Claims Billing/Processing

This provision is to be negotiated by the Parties.

1.5 Custom or Mass Reissuing ID Cards

This provision is to be negotiated by the Parties at each occurrence.

1.6 Early Termination Fee

The difference between the penalty rate(s) outlined below and the administrative fees outlined in section 1.1, for each month this Agreement was in effect prior to such termination.

Penalty Rates:

- a. Termination after the end of the initial Term, and prior to end of the second Term - \$6.26 per employee per month. The difference is \$0.16 and it applies only to the months this Agreement was in effect within the Term from January 1 to January 1, 2015. The first and third Terms will not be considered for purposes of calculating the early termination fee.
- b. Termination after the end of the second Term, and prior to end of the third Term - \$6.39 per employee per month. The difference is \$0.21 and it applies only to the months this Agreement was in effect within the Term from January 1 to January 1, 2016. The first and second Terms will not be considered for purposes of calculating the early termination fee.

1.7 External Review

This provision is not applicable to this Agreement.

1.8 Nonstandard Reports

This provision is to be negotiated by the Parties at each occurrence.

1.9 Enrollment Assumption

The administrative fee payable by Plan Sponsor under this Agreement is based upon 100 percent of the number of covered employees contained in the Application or the number of covered employees reported to ODS to be eligible on the month prior to the last renewal date.

1.10 Subrogation/Right of Reimbursement Fee

Fee shall be equal to 25% of savings.

1.11 Run-Out Claims Processing Time Period

In no event will ODS be required to process claims received more than 12 months after the date of termination.

1.12 Member Handbooks and Other Member Materials

Fees are included in the administrative fees as stated in Section 1.1 of this Exhibit, except fees will be negotiated by the Parties upon special request for additional materials and delivery.

1.13 Late Fees

This provision is to be negotiated by the Parties at each occurrence.

Exhibit B
REPORTS

The following reports do not contain Protected Health Information:

Monthly Reports:

Activity Report – Standard
Distribution of Charges Report – Standard
Distribution of Paid Report - Standard
Savings Report – Standard
Tiered Enrollment Report – Standard

Exhibit C
REPORTS

Standard and Nonstandard Reports Including Protected Health Information;

None

Exhibit D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is entered into this 1st day of January, 2015 (the "Effective Date"), between Oregon Dental Service and its affiliates (the "Business Associate ") and Clackamas County (" Covered Entity") (collectively the "Parties").

RECITALS

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164 (collectively "Privacy and Security Regulations"). Covered Entity and Business Associate are further subject to the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (ARRA) and regulations promulgated thereunder (the "Omnibus Rules"). The Privacy and Security Regulations and Omnibus Rules shall collectively be referred to as the "HIPAA Rules."

WHEREAS, Business Associate either 1) performs certain functions for, or on behalf of Covered Entity involving the creation, transmission, receipt, maintenance, use or disclosure of Protected Health Information ("PHI"); or 2) provides legal, actuarial, accounting, consulting, data aggregation, management, accreditation, administrative or financial services for Covered Entity involving the disclosure of PHI by Covered Entity or by another business associate of Covered Entity.

WHEREAS, the HIPAA Rules require Covered Entity to enter into an agreement with Business Associate in order to mandate certain protections for the privacy and security of PHI, and prohibit the disclosure of PHI from Covered Entity to Business Associate if such an agreement is not in place.

WHEREAS, the parties desire to enter into this agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements below and in order to comply with all legal requirements for the protection of this information, the parties agree as follows:

ARTICLE 1. DEFINITIONS

The following terms used in the Agreement shall have the same meaning as those terms in the HIPAA Rules at 45 CFR 160 and 164: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, and Use.

- 1.1 **Breach:** "Breach" means the unauthorized acquisition, access, use or disclosure of Protected Health Information ("PHI") where such breach compromises the security or privacy of such information.

- 1.2 Business Associate: "Business Associate" shall mean a person or entity providing certain functions, activities or services on behalf of Covered Entity involving the use and/or disclosure of Protected Health Information. This shall generally have the same meaning as the term "business associate" at 45 CFR 160.103 and in reference to the party to this agreement, shall mean Oregon Dental Service.
- 1.3 Covered Entity: "Covered Entity" means a (1) health plan; (2) health care clearinghouse; or (3) health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA. This shall generally have the same meaning as the term "covered entity" at 45 CFR 160-103, and in reference to this agreement shall mean Clackamas County.
- 1.4 Health Insurance Portability and Accountability Act (HIPAA): "HIPAA" shall mean federal legislation effective in 1996 which addresses the requirements for the privacy of individually identifiable health information (IIHI) and Protected Health Information (PHI). As used herein, "HIPAA" shall also, where applicable, refer to the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Parts 160 and 164).
- 1.5 HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.
- 1.6 HITECH Act: "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, found in the American Recovery and Reinvestment Act of 2009 at Division A, Title XIII and Division B, Title IV.
- 1.7 Minimum Necessary: "Minimum Necessary" means the disclosure of only that information which is required to accomplish the intended purpose of such use, disclosure or request. Where practicable, the information disclosed under the Minimum Necessary requirement shall be restricted to the limited data set as defined in 45 CFR 164.514(e)(2). This definition will be amended to reflect additional guidance as issued under HITECH should such guidance be provided as described in HITECH Section 13405 (b).
- 1.8 Privacy Rule: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 1.9 Security Incident: "Security Incident" is further defined in 45 CFR.304 and means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 1.10 Security Rule: "Security Rule" shall mean the Security Standards at 45 CFR part 160, and part 164, subparts A and C.
- 1.11 Unsecured PHI: "Unsecured PHI" is further defined in Section 13402 of the HITECH Act and means Protected Health Information that is not secured through the use of a technology or methodology that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

ARTICLE 2. GENERAL PROVISIONS

- 2.1 Effect. This Business Associate Agreement supplements, modifies and amends any existing agreement between the parties involving the disclosure of Protected Health Information ("PHI") by Covered Entity to Business Associate, or the creation or receipt of PHI by Business Associate on behalf of Covered Entity. The terms and provisions of this Business Associate Agreement shall supersede any conflicting or inconsistent terms and provisions in any Agreement(s) between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Without limiting the foregoing, any limitation or exclusion of damages provisions shall not be applicable to this Business Associate Agreement.
- 2.2 Amendment. Covered Entity and Business Associate agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA Rules and other applicable regulations or statutes. Business Associate agrees that it will fully comply with all such rules, regulations or statutes and that it will agree to amend this Agreement to incorporate any material required by such rules, statutes or regulations.

ARTICLE 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 3.1 Compliance with Security Regulations. Business Associate agrees that it will comply with the Security Regulations with respect to Electronic PHI and will use all appropriate safeguards to prevent the use or disclosure of PHI other than is pursuant to the terms and conditions of this Agreement. Business Associate further warrants that it shall implement as of the Effective Date, administrative, physical and technical safeguards that reasonably apply and appropriately protect the confidentiality, integrity and availability of any Electronic PHI that it creates receives, maintains, or transmits on behalf of Covered Entity. Upon request of Covered Entity, Business Associate shall promptly provide Covered Entity with information regarding such compliance.
- 3.2 Compliance with Privacy Regulations. To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Regulations (Subpart E of 45 CFR Part 164) Business Associate agrees to comply with the requirements of the Privacy Regulations that apply to Covered Entity in the performance of such obligations.
- 3.3 Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.
- 3.4 Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- 3.5 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations(s) under 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations(s).
- 3.6 Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created, or received by Business Associate on behalf of Covered Entity, available to the Secretary of Health and Human Services for purposes of determining Covered Entity and Business Associate's compliance with this Agreement and the HIPAA Rules.

ARTICLE 4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Business Associate may only use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the primary service Agreement.
- 4.2 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity, provided such use or disclosure would not violate the Privacy Rule if performed by Covered Entity.
- 4.3 Business Associate may use or disclose PHI as required by law.
- 4.4 Business Associate may use and disclose PHI:
 - a. For the proper management and administration of Business Associate;
 - b. To carry out Business Associate's legal responsibilities, and
 - c. As necessary for data aggregation purposes relating to the health care operations of Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B), but only as separately authorized by Covered Entity in writing.
- 4.5 Business Associate acknowledges that, as between Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity, including any and all forms thereof developed by Business Associate in the course of its fulfillment of its obligations pursuant to this Agreement.
- 4.6 Business Associate agrees that, to the extent Business Associate requests disclosure of PHI from Covered Entity, such request is only for the minimum necessary PHI for the accomplishment of Business Associate's purpose. For any disclosure or use of PHI, Business Associate shall determine and use the minimum necessary information only to accomplish the intended purpose of the use or disclosure. This provision shall automatically incorporate any guidance the Secretary issues pursuant to HITECH 13405 Regarding what constitutes "minimum necessary."
- 4.7 Business Associate is not authorized to de-identify PHI except as provided for in this Agreement. If provided for in this Agreement deidentification shall be done in accordance with 45 CFR 164.514 (a)-(c).
- 4.8 Business Associate shall maintain and retain PHI for the term of the Agreement and make such PHI available to Covered Entity as set forth in this Agreement.

ARTICLE 5. AGENTS, CONTRACTORS AND SUBCONTRACTORS

- 5.1 Business Associate shall ensure that any agent, contractor or subcontractor to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to be bound by the same restrictions, terms and conditions that apply through this Agreement to Business Associate with respect to such information.

- 5.2 Business Associate agrees to enter into a written contract with such agents, contractors or subcontractors to ensure that such agents, contractors, or subcontractors abide by the same restrictions and conditions that apply to the party when acting as a Business Associate with regard to PHI. Business Associate shall provide a copy of such contracts to Covered Entity upon request.

ARTICLE 6. INDIVIDUAL RIGHTS

6.1 Request to Access Records.

6.1.1 Within five (5) business days of a request by Covered Entity, Business Associate shall make available to Covered Entity the requested PHI to permit Covered Entity to respond to an individual's request for access to PHI for so long as such information is maintained in the Designated Record Set.

6.1.2 If Business Associate receives a request directly from an individual seeking access to or copies of PHI maintained by Business Associate for or on behalf of Covered Entity, Business Associate shall notify Covered Entity within five (5) business days and shall forward such request to Covered Entity. Notwithstanding the foregoing, Business Associate shall directly respond to such individual requests when and as directed by Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

6.2 Availability of Protected Health Information for Amendment. Within ten (10) business days of receipt of a request from Covered Entity for the amendment of an individual's PHI, Business Associate shall provide such information to Covered Entity for amendment and shall incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526. Business Associate shall notify contractors and subcontractors who receive PHI of any such amendments.

6.3 Accounting of Disclosures. Within ten (10) business days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, when such disclosures were made less than six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. §164.528 At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) business days forward such request to Covered Entity.

6.4. Record Keeping. Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the HIPAA requirements applicable to it under this Agreement and the Privacy and Security Rules.

ARTICLE 7. PROHIBITION AGAINST SALE OR MARKETING OF PHI.

Except as otherwise provided in the HIPAA Rules, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual, or use or disclose PHI for any purpose related directly or indirectly to any marketing or marketing communication.

ARTICLE 8. REPORTING USES OR DISCLOSURES OF PHI NOT ALLOWED BY THIS AGREEMENT.

8.1 Business Associate shall report to Covered Entity any use or disclosure of PHI in violation of this agreement by Business Associate, its officers, directors, employees, contractors or by a third party to which Business Associate disclosed PHI pursuant to Article 5 of this Agreement. Notice of such use or disclosure shall be provided to Covered Entity in writing as soon as possible, but in no event later than five (5) business days from the date on which Business Associate discovers or is informed of the improper use or disclosure. Such notice shall include:

- a. a description of the occurrence, including the date of the breach and the date of the discovery;
- b. the name(s) of the individual(s) whose PHI was used or disclosed;
- c. the identity(ies) of the entity(ies)/person(s) to whom the use or disclosure was made;
- d. description of the types of unsecured PHI that was disclosed;
- e. the steps taken by Business Associate to correct the unauthorized use or disclosure.

8.2 Business Associate agrees to mitigate, to the extent practical, any harmful effect that is known to Business Associate resulting from any unauthorized acquisition, use or disclosure of unsecured PHI caused by Business Associate's violation of the requirements of this Agreement or its failure to properly secure PHI in accordance with guidelines published by the Department of Health and Human Services. As part of such mitigation activities, Business Associate shall discontinue and minimize the impact of any inappropriate use or disclosure.

8.3 Business Associate agrees to take prompt and appropriate corrective action to cure any deficiencies that caused the unauthorized use or disclosure and to implement additional actions intended to prevent other unauthorized disclosure.

ARTICLE 9. REPORTING OF A SECURITY INCIDENT

Business Associate shall report to Covered Entity any security incident of which it becomes aware in the following time and manner:

- a. Any actual, successful security incident will be reported to Covered Entity in writing within five (5) business days of the date on which the Business Associate becomes aware of such security incident.
- b. Any attempted, unsuccessful security incident of which Business Associate becomes aware will be reported to Covered Entity in writing, on a reasonable basis, at the written request of Covered Entity. If the Security Rule is amended to remove the requirement to report unsuccessful attempts at unauthorized access, this subsection shall no longer apply as of the effective date of the amendment of the Security Rule.

Any report required pursuant to this section shall: (i) identify the nature of the security incident; (ii) identify the PHI subject to the security incident; and (iii) identify what Business Associate has done or shall do to mitigate and correct any adverse effect of the security incident.

ARTICLE 10. REPORTING OF A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

In the event of a breach of Unsecured PHI, Business Associate will provide to Covered Entity:

- a. A report including the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach, contact information, nature/cause of the breach, PHI breached and the date or period of time during which the breach occurred.
- b. The report must be provided to Covered Entity within five (5) business days from the date of the breach or the date the breach should have been known to have occurred.
- c. Business Associate shall provide Covered Entity with any available information that Covered Entity is required to include in notification to the individual at the time of the report or promptly thereafter as such information becomes available. Upon report by Business Associate of a breach, Covered Entity will be responsible for notifying affected individuals, unless otherwise agreed upon by Business Associate to notify the affected individuals.

Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) of any breach of Unsecured PHI reported by Business Associate to Covered Entity.

ARTICLE 11. OBLIGATIONS AND ACTIVITIES OF COVERED ENTITY

- 11.1 Covered Entity shall notify Business Associate of any limitation(s) in the Covered Entity notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- 11.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- 11.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

ARTICLE 12. INDEMNIFICATION

- 12.1 Business Associate shall indemnify and hold harmless Covered Entity, its respective directors, officers, employees, representatives, shareholders, subsidiaries, and affiliates against any and all liabilities, losses, damages, penalties, fines, claims, demands, causes of action, proceedings and expenses (including reasonable attorneys' fees) asserted against, or suffered or incurred by Covered Entity, that result from or arise out of (i) Business Associate's negligence, recklessness or willful misconduct, (ii) Business Associate's failure to

perform any of its duties or obligations under this Agreement, or (iii) Business Associate's breach of any covenant under this Agreement. Notwithstanding the foregoing, in no event will either party be liable to the other party for any incidental, special, consequential, exemplary or reliance damages arising out of this Agreement.

- 12.2 Covered Entity shall indemnify and hold harmless Business Associate, its respective directors, officers, employees, representatives, shareholders, subsidiaries, and affiliates against any and all liabilities, losses, damages, penalties, fines, claims, demands, causes of action, proceedings and expenses (including reasonable attorneys' fees) asserted against, or suffered or incurred by Business Associate, that result from or arise out of (i) Covered Entity's negligence, recklessness or willful misconduct, (ii) Covered Entity's failure to perform any of its duties or obligations under this Agreement, or (iii) Covered Entity's breach of any covenant under this Agreement. Notwithstanding the foregoing, in no event will either party be liable to the other party for any incidental, special, consequential, exemplary or reliance damages arising out of this Agreement.

ARTICLE 13. NOTICE OF REQUEST FOR DATA

Business Associate agrees to notify Covered Entity within five (5) business days of Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to cooperate fully with Covered Entity in such challenge.

ARTICLE 14. TERM and TERMINATION

- 14.1 Term. This Agreement shall commence as of the Effective Date set forth above and, unless earlier terminated as provided herein, shall continue in effect for the duration of the underlying agreement between the parties.

- 14.2 Termination for Cause.

14.2.1 In the event of a material breach or violation of this Agreement by Business Associate, Covered Entity will afford Business Associate an opportunity to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within thirty (30) days from the date of written notification from Covered Entity describing the breach or violation, Covered Entity may terminate this Agreement and the underlying agreement between the parties as necessary to comply with federal or state laws or regulations relating to the administrative simplification provisions of the HIPAA Rules. If termination of this Agreement and the underlying agreement between the parties is not feasible, in Covered Entity's sole discretion, Business Associate acknowledges that Covered Entity may report the breach or violation to the Secretary, notwithstanding any other provision of this Agreement or the underlying agreement to the contrary.

14.2.2 At the expense of Business Associate, Covered Entity may, in its sole discretion, cure any breach of Business Associate's obligation under this Agreement. Covered Entity shall give Business Associate notice of its election to cure any such breach and Business Associate shall cooperate fully in the efforts by Covered Entity to cure Business Associate's breach.

- 14.2.3. Covered Entity may terminate this Agreement immediately upon written notice to Business Associate if Business Associate has breached a material term of this Agreement and cure is not possible.

14.3 Effect of Termination

- 14.3.1 Except as otherwise expressly provided in Section 14.2.3, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.

- 14.3.2 Upon termination of the Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity shall:

- a. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- b. Return to Covered Entity, or if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
- c. Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this section for as long as Business Associate retains the PHI;
- d. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Subsection 14.2.2 (a); and
- e. Return to Covered Entity or if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- 14.3.3 In the event of any termination of the Agreement, Business Associate shall, at the discretion of Covered Entity, return or destroy all PHI that Business Associate still maintains in any form and shall retain no copies. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI for so long as Business Associate maintains such PHI.

ARTICLE 15. ELECTRONIC TRANSACTIONS AND CODE SETS

To the extent that the services performed by Business Associate pursuant to the Agreement involve transactions that are subject to the regulations governing electronic transactions and code set issued pursuant to HIPAA, Business Associate shall conduct such transactions in conformance with such regulations, as amended from time to time.

ARTICLE 16. INJUNCTIVE RELIEF

Business Associate hereby agrees that Covered Entity may suffer irreparable damage upon Business Associate's breach of this Agreement and that such damages shall be difficult to quantify. Business Associate hereby agrees that Covered Entity may file an action for injunctive relief to enforce the terms of this Agreement against Business Associate, in addition to any other remedy Covered Entity may have.

ARTICLE 17. MISCELLANEOUS

- 17.1 Statutory and Regulatory Reference. A reference in this Agreement to a section of any statute or regulation means the section as currently in effect or amended, and for which compliance is required.
- 17.2 Assignment. Business Associate may not sell, assign, transfer or otherwise convey any of its rights or delegate any of its duties under this Agreement without prior written consent of Covered Entity.
- 17.3 Survival. This Agreement will be binding upon and will inure to the benefit of the Parties to this Agreement and their respective permitted successors and assigns, subject to the transfer restrictions and expiration or termination provisions set forth in this Agreement
- 17.4 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA rules.
- 17.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- 17.6 No Agency. Nothing in this Agreement shall be construed to create (a) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (b) a relationship of employer and employee between the parties. Business Associate is an independent contractor, not an agent, to Covered Entity, and Covered Entity does not control the manner or means of Business Associates' performance under this Agreement, and nothing contained in this Agreement shall be intended to expand the scope or nature of the relationship.
- 17.7 No Third Party Beneficiaries. Nothing in this Agreement confers on any person other than Covered Entity and Business Associate and their respective successors and assigns, any right remedies obligations or liabilities.
- 17.7 Entire Agreement; Amendment. This Agreement represents the entire understanding between Business Associate and Covered Entity and there are no other representations, warranties and agreements between Business Associate and Covered Entity relating to the subject of this agreement, which can only be modified and renewed in writing, signed by an officer of both Business Associate and Covered Entity.

IN WITNESS WHEREOF, the Parties hereby agree that this Business Associate Agreement shall be considered fully executed.

Covered Entity

Clackamas County
2051 Kaen Rd Ste 310
Oregon City OR 97045



Signature

Nancy M. Drury

Printed Name

Director of Employee Services

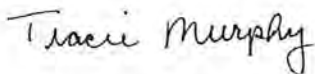
Title

April 16, 2015

Date

Business Associate

Oregon Dental Service
601 SW 2nd Avenue
Portland OR 97204



Signature

Tracie Murphy

Printed Name

Senior Vice-President

Title

March 4, 2015

Date

Exhibit E

Designated Contact Person(s)

In accordance with CFR 164.504(f)(2)(iii)(B) of the HIPAA Privacy Rule, please designate the person(s) in the Plan's administration who is (are) designated to receive Protected Health Information (PHI):

_____ NEW As of (date): _____

_____ CHANGE As of (date): _____

Functions that the below individuals will be involved in:

_____ Receiving reports that include Protected Health Information (PHI)

_____ Customer Service activities on behalf of employees

Organization Name: _____

Name: Teri Burtis	Name: Nina Smith
Title: Human Resources Specialist	Title: Human Resources Analyst
Address: 2051 Kaen Rd, #310, Oregon City, OR, 97045	Address: 2051 Kaen Rd, #310, Oregon City, OR, 97045
Phone: 503-655-8203	Phone: 503-742-5472
Fax: 503-742-5468	Fax: 503-742-5468
Email: TBurtis@clackamas.us	Email: NSmith2@clackamas.us

Name: Billie Hurley	Name: Carolyn Williams
Title: Human Resources Analyst	Title: Benefits Manager
Address: 2051 Kaen Rd, #310, Oregon City, OR, 97045	Address: 2051 Kaen Rd, #310, Oregon City, OR, 97045
Phone: 503-742-5479	Phone: 503-742-5470
Fax: 503-742-5468	Fax: 503-742-5468
Email: BillieHur@clackamas.us	Email: CarolynW@clackamas.us

Name: Jennifer Joslin Brown	Name: Heather Pedersen
Title: Human Resources Analyst	Title: Compensation Manager
Address: 2051 Kaen Rd, #310, Oregon City, OR, 97045	Address: 2051 Kaen Rd, #310, Oregon City, OR, 97045
Phone: 503-742-5471	Phone: 503-742-5484
Fax: 503-742-5468	Fax: 503-742-5468
Email: JBrown1@clackamas.us	Email: HeatherPed@clackamas.us

Return form to:

ODS
Attention: Privacy Office
601 SW Second Avenue
Portland, OR 97204



Oregon Group Dental Plan

Clackamas County
(General County Employees)
Delta Dental Premier Plan

Effective date: January 1, 2021
Group number: 10000174

Delta Dental Plan of Oregon provides dental claims payment services only and does not assume financial risk or obligation with respect to payment of claims.

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2021 DRAFT

SECTION 1. WELCOME

This handbook describes the main features of the Group's dental plan (the "Plan"), but does not waive any of the conditions of the Plan as set out in the Plan Document.

The Plan is self-funded and the Group has contracted with Delta Dental Plan of Oregon (abbreviated as Delta Dental) to provide claims and other administrative services.

Members may direct questions to one of the numbers listed in section 2.1 or access tools and resources on Delta Dental's personalized member website, Member Dashboard, at www.deltadentalor.com. Member Dashboard is available 24 hours a day, 7 days a week allowing members to access plan information whenever it is convenient.

Delta Dental reserves the right to monitor telephone conversations and email communications between its employees and its members for legitimate business purposes as determined by Delta Dental.

The Group may change or replace this handbook at any time without the consent of any member. The most current handbook is available on Member Dashboard, accessed through the Delta Dental website. All plan provisions are governed by the Group's agreement with Delta Dental. This handbook may not contain every plan provision.

SECTION 2. MEMBER RESOURCES

2.1 CONTACT INFORMATION

Delta Dental Website (log in to Member Dashboard)

www.DeltaDentalOR.com

Includes many helpful features, such as Find Care (use to find a participating dentist)

Dental Customer Service Department

Toll-free 888-217-2365

En Español 877-299-9063

Telecommunications Relay Service for the hearing impaired

711

Delta Dental

P.O. Box 40384

Portland, Oregon 97240

2.2 MEMBERSHIP CARD

After enrolling, members will receive ID (identification) cards that will include the group and identification numbers. Members will need to present the card each time they receive services. Members may go to Member Dashboard or contact Customer Service for replacement of a lost ID card.

2.3 NETWORK

See Network Information (section 3.1) for details about how networks work.

Dental network

Delta Dental Premier Network

2.4 OTHER RESOURCES

Additional member resources providing general information about the Plan can be found in section 14, section 16 and section 18.

SECTION 3. USING THE PLAN

For questions about the Plan, members should contact Customer Service. This handbook describes the benefits of the Plan. It is the member's responsibility to review this handbook carefully and to be aware of the Plan's limitations and exclusions.

At a first appointment, members should tell the dentist that they have dental benefits administered by Delta Dental. Members will need to provide their subscriber identification number and Delta Dental group number to the dentist. These numbers are located on the ID card.

3.1 NETWORK INFORMATION

Delta Dental plans are easy to use and cost effective. If members choose a participating Delta Dental Premier dentist from the Delta Dental Premier Dental Directory (available on Member Dashboard by using Find Care), all of the paperwork takes place between Delta Dental and the dentist's office. 89% of all licensed dentists in Oregon are participating Delta Dental Premier dentists. For members outside Oregon, Delta Dental's national affiliation with Delta Dental Plans Association provides offices and/or contacts in every state. Also, dental claims incurred any place in the world may be processed in Oregon.

Members needing dental care may go to any dental office. However, there are differences in reimbursement by the Plan for participating Delta Dental Premier dentists and non-participating dentists or dental care providers. While a member may choose the services of any dentist, Delta Dental does not guarantee the availability of any particular dentist.

3.1.1 Non-Participating Dentists

Payment to a non-participating dentist or dental care provider is paid at the applicable coinsurance and is limited to the non-participating dentist fee schedule. The allowable fee in states other than Oregon will be that state's Delta Affiliate's non-participating dentist allowance. The member may have to pay the difference between the maximum allowed amount and the billed charge.

3.2 PREDETERMINATION OF BENEFITS

For expensive treatment plans, Delta Dental provides a predetermination service. The dentist may submit a predetermination request to get an estimate of what the Plan would pay. The predetermination will be processed according to the Plan's current benefits and returned to the dentist. The member and his or her dentist should review the information before beginning treatment.

SECTION 4. EMPLOYEE GROUPS AND BENEFIT INFORMATION

The following is a list of Employee Groups, their benefit structure, and annual maximums. Members having questions concerning which group or category they are in, should contact the County's Risk and Benefits Division or call Delta Dental Customer Service Department.

Non-Represented

- Incentive Plan
- \$2,000 annual maximum*
- Child only Orthodontic benefit - \$2,000 lifetime maximum.

Employees' Association

- Incentive Plan
- \$2,000 annual maximum*
- Child only Orthodontic benefit - \$2,000 lifetime maximum.

Housing Authority Employees' Association

- Incentive Plan
- \$2,000 annual maximum*
- Child only Orthodontic benefit - \$2,000 lifetime maximum.

AFSCME - DTD

- Incentive Plan
- \$2,000 annual maximum*
- Child only Orthodontic benefit - \$2,000 lifetime maximum.

AFSCME WES

- Incentive Plan
- \$2,000 annual maximum*
- Child only Orthodontic benefit - \$2,000 lifetime maximum.

FOPPO

- Incentive Plan
- \$2,000 annual maximum*
- Adult and child Orthodontic benefit - \$2,000 lifetime maximum.

AFSCME - CCOM

- Incentive Plan
- \$2000 annual maximum*
- Child only Orthodontic benefit - \$2,000 lifetime maximum.

Represented Employees

- Incentive Plan
- \$2,000 annual maximum*
- Child only Orthodontic benefit - \$2,000 lifetime maximum.

Vector Control

- Incentive Plan
- \$2,000 annual maximum*
- Child only Orthodontic benefit - \$2,000 lifetime maximum.

Fair Board

- Incentive Plan
- \$2,000 annual maximum*
- Child only Orthodontic benefit - \$2,000 lifetime maximum.

Job Share Employees (Option I)

- Incentive Plan
- \$2,000 annual maximum*
- Child only Orthodontic benefit - \$2,000 lifetime maximum.

All Employee Groups have the choice between the Incentive Plan with the benefits shown above and the Preventive or Constant Plan with the benefits shown below. A subscriber can change enrollment selection only during Open Enrollment or as a result of a qualified Family Status Change, see section 13.4.

- Preventive Plan (100-80-70 percent coverage)
- \$2,000 annual maximum*
- Adult and child Orthodontic benefit - \$3,000 lifetime maximum.

- Constant Plan (50% coverage)
- \$2,000 annual maximum*
- No Orthodontic benefit available.

*Covered Class I services do not apply to annual maximum.

SECTION 5. INCENTIVE PLAN

5.1 CLASS I, II AND III SERVICES

- 5.1.1 The program provides 70% toward covered Class I, II and III services the first year a member is eligible.
- 5.1.2 Payment increases by 10% each successive year. To qualify for this 10% increase, the member must visit the dentist at least once during the year. Failure to do so will cause a 10% reduction in payment for the next year, although payment never drops below 70%.
- 5.1.3 Class I, II and III services will be covered at 100% at the end of three years, assuming at least one visit to the dentist each of these years.

5.2 CLASS IV SERVICES

- 5.2.1 The program provides 50% toward covered Class IV services. There is no "10% increase" provision.

Annual Maximum Payment (Class II, III, and IV Services Only) The maximum amount payable by the Plan for covered services received each year, or portion thereof, for each eligible employee and dependent(s). Please see the Section 4 titled "Employee Groups and Benefit Information" for the annual maximum for each group.

SECTION 6. PREVENTIVE PLAN

6.1 CLASS I: 100% IS PROVIDED TOWARD COVERED CLASS I SERVICES.

6.2 CLASS II & III: 80% IS PROVIDED TOWARD COVERED CLASS II & III SERVICES.

6.3 CLASS IV: 70% IS PROVIDED TOWARD COVERED CLASS IV SERVICES.

6.4 DEDUCTIBLE: \$50

Per member (not to exceed \$100 per family) per year, or portion thereof.

Deductible applies to covered Class II, Class III and Class IV services.

Annual Maximum (Class II, III, and IV Services Only) The maximum amount payable by the Plan for covered services received each year, or portion thereof, for each eligible employee and dependent(s). Please see the Section 4 titled "Employee Groups and Benefit Information" for the annual maximum for each group. Members are responsible for expenses that exceed the annual maximum.

SECTION 7. CONSTANT PLAN

7.1 CLASS I, II, III AND IV SERVICES

7.1.1 The program provides 50% payment toward covered Class I, II, III and IV services.

Annual Maximum (Class II, III, and IV Services Only) The maximum amount payable by the Plan for covered services received each year, or portion thereof, for each eligible employee and dependent(s). Please see the Section 4 titled "Employee Groups and Benefit Information" for the annual maximum for each group. Members are responsible for expenses that exceed the annual maximum.

SECTION 8. BENEFITS AND LIMITATIONS

The Plan covers the services listed when performed by a dentist or dental care provider (licensed dentist or licensed hygienist), and only when determined to be necessary and customary by the standards of generally accepted dental practice for the prevention or treatment of oral disease or for accidental injury (accidental injury coverage is secondary to medical). Delta Dental's dental consultants and dental director shall determine these standards.

Payment of covered expenses is always limited to the maximum plan allowance. In no case will benefits be paid for services provided beyond the scope of a dentist's or dental care provider's license, certificate or registration. Services covered under the medical portion of a member's plan will not be covered on this Plan except when related to an accident.

Covered dental services are outlined in 4 classes that start with preventive care and advance into basic and major dental procedures. Limitations may apply to these services, and are noted below. See section 10 for exclusions.

All annual or per year benefits or cost sharing accrue based on a calendar year (January 1 through December 31) or portion thereof. Frequency limitations are calculated from the previous date of service or initial placement, unless otherwise specified.

Limitations may apply to these services, and are noted below. See section 10 for exclusions.

8.1 CLASS I COVERED SERVICES

8.1.1 Diagnostic

a. Diagnostic Services:

- i. Examination
- ii. Intra-oral x-rays to assist in determining required dental treatment.

b. Diagnostic Limitations:

- i. Periodic (routine) or comprehensive examinations or consultations are covered twice per year
- ii. Limited examinations or re-evaluations are covered twice per year
- iii. A separate charge for teledentistry is not covered. Teledentistry is included in the fees for overall patient management.
- iv. Complete series x-rays or a panoramic film is covered once in any 3-year period
- v. Supplementary bitewing x-rays are covered twice per year
- vi. Separate charges for review of a proposed treatment plan or for diagnostic aids such as study models and certain lab tests are not covered
- vii. Only the following x-rays are covered by the Plan: complete series or panoramic, periapical, occlusal, and bitewing

8.1.2 Preventive

a. Preventive Services:

- i. Prophylaxis (cleanings)
- ii. Periodontal maintenance
- iii. Topical application of fluoride
- iv. Interim caries arresting medicament application
- v. Sealants
- vi. Space maintainers

b. Preventive Limitations:

- i. Prophylaxis (cleaning) or periodontal maintenance is covered twice per year.† Additional periodontal maintenance is covered for members with periodontal disease. See section 8.2.4 for more information.
- ii. Adult prophylaxis is only covered for members age 12 and over. Child prophylaxis is covered for members under age 12.
- iii. Topical application of fluoride is covered twice per year for members under age 19. For members age 19 and over, topical application of fluoride is covered twice per year if there is recent history of periodontal surgery or high risk of decay due to medical disease or chemotherapy or similar type of treatment (poor diet or oral hygiene does not constitute a medical disease).
- iv. Interim caries arresting medicament application is covered twice per tooth per year.
- v. Sealant benefits are limited to the unrestored occlusal surfaces of permanent bicuspid and molars. Benefits will be limited to one sealant per tooth during any 5-year period.

†Additional cleaning benefit is available for members with diabetes and members in their third trimester of pregnancy. To be eligible for this additional benefit, members must be enrolled in the Oral Health, Total Health program (see section 9.1).

8.2 CLASS II COVERED SERVICES

8.2.1 Restorative

a. Restorative Services:

- i. Amalgam fillings and composite fillings for the treatment of decay
- ii. Stainless steel crowns

b. Restorative Limitations:

- i. Inlays are considered an optional service. An alternate benefit of a composite filling will be provided.
- ii. Crown buildups are considered to be included in the crown restoration cost. A buildup will be a benefit only if necessary for tooth retention.
- iii. Replacement of a stainless steel crown by the same dentist within a 2-year period of placement is not covered. The replacement is included in the charge for the original crown.
- iv. Additional limitations when teeth are restored with crowns or cast restorations are in section 8.3.1.

- v. A separate charge for general anesthesia and/or IV sedation when in conjunction with non-surgical procedures is not covered, except as provided under Class II, Miscellaneous (oral sedatives and nitrous oxide) or section 8.2.6

8.2.2 Oral Surgery

a. Oral Surgery Services:

- i. Extractions (including surgical)
- ii. Other minor surgical procedures

b. Oral Surgery Limitations:

- i. A separate, additional charge for alveoplasty done in conjunction with surgical removal of teeth is not covered.
- ii. Surgery on larger lesions or malignant lesions is not considered minor surgery.
- iii. A separate charge for post-operative care done within 30 days following an oral surgery is not covered. Post-operative care is included in the charge of the original surgery.
- iv. Brush biopsy is covered twice per year. Benefits are limited to the sample collection and do not include coverage for pathology (lab) services.

8.2.3 Endodontic

a. Endodontic Services:

- i. Procedures for treatment of teeth with diseased or damaged nerves (for example, pulpal therapy and root canal filling).

b. Endodontic Limitations:

- i. A separate charge for cultures is not covered.
- ii. A separate charge for pulp removal done with a root canal or root repair is not covered.
- iii. A separate charge for pulp capping is not covered. Pulp capping is considered to be included in the fee for the final restoration.
- iv. Retreatment of the same tooth by the same dentist within a 2-year period of a root canal is not eligible for additional coverage. The retreatment is included in the charge for the original care.

8.2.4 Periodontic

a. Periodontic Services:

- i. Treatment of diseases of the gums and supporting structures of the teeth and/or implants.

b. Periodontic Limitations:

- i. Periodontal scaling and root planing is limited to once every 6 months.
- ii. Periodontal maintenance is covered under Class I, Preventive.
- iii. A separate charge for post-operative care done within 6 months following periodontal surgery is not covered.
- iv. Osseous surgery is covered for a maximum of 2 quadrants per visit.
- v. Additional periodontal surgical procedures by the same dentist to the same site within a 3-year period of an initial periodontal surgery are not covered.

- vi. Full mouth debridement is limited to once in a 2-year period and, if the member is age 19 or older, only if there has been no cleaning (prophylaxis, periodontal maintenance) within a 2-year period.

8.2.5 Miscellaneous

- a. Miscellaneous Services:
 - i. Oral sedatives are available to eligible dependents through age 17.
 - ii. Nitrous oxide shall be a covered benefit for members age 18 and over.

8.2.6 Anesthesia Services

- a. General anesthesia or IV sedation
Covered only:
 - i. In conjunction with covered surgical procedures performed in a dental office
 - ii. When necessary due to concurrent medical conditions

8.3 CLASS III COVERED SERVICES

8.3.1 Restorative

- a. **Restorative Services:**
 - i. Cast restorations, such as crowns*, onlays or lab veneers, necessary to restore decayed or broken teeth to a state of functional acceptability.
- b. **Restorative Limitations:**
 - i. Cast restorations (including pontics) are covered once in a 5-year period on any tooth. See 8.2.1 for limitations on buildups.
 - ii. Crowns for patients under age 16 are not covered. However, crowns for patients under age 16 may be covered upon review for medical necessity.
 - iii. Porcelain restorations are considered cosmetic dentistry if placed on the upper second or third molars or the lower first, second or third molars. Coverage is limited to gold without porcelain, and the member is responsible for paying the difference.
 - iv. If a tooth can be restored by an amalgam or composite filling, but another type of restoration is selected by the member or dentist, covered expense will be limited to a composite. Crowns are only a benefit if the tooth cannot be restored by a routine filling.

* **Note:** Crowns are covered at 70% under the Preventive Plan.

8.4 CLASS IV COVERED SERVICES

8.4.1 Prosthodontic

- a. **Prosthodontic Services:**
 - i. Bridges
 - ii. Partial and complete dentures
 - iii. Denture relines

- iv. Repair of an existing prosthetic device
- v. Implants and implant maintenance
- vi. Surgical stent in conjunction with a covered surgical procedure

b. Prosthodontic Limitations:

- i. A bridge or a full or partial denture will be covered once in a 5-year period and only if the tooth, tooth site, or teeth involved have not received a cast restoration benefit in the last 5 years.
- ii. Full, immediate and overdentures: If personalized or specialized techniques are used, the covered amount will be limited to the cost for a standard full denture. Temporary (interim or provisional) complete dentures are not covered.
- iii. Partial dentures: A temporary (interim) partial denture is only a benefit when placed within 2 months of the extraction of an anterior tooth or for missing anterior permanent teeth of members age 16 or under. If a specialized or precision device is used, covered expense will be limited to the cost of a standard cast partial denture. No payment is provided for cast restorations for partial denture retainer teeth unless the tooth requires a cast restoration due to being decayed or broken.
- iv. Denture adjustments, repairs, and relines: A separate, additional charge for denture adjustments, repairs, and relines done within 6 months after the initial placement is not covered. Subsequent relines are covered once per denture in a 12-month period. Subsequent adjustments are limited to 2 adjustments per denture in a 12-month period.
- v. Tissue conditioning is covered no more than twice per denture in a 3-year period.
- vi. Surgical placement and removal of implants are covered. Implant placement and implant removal are limited to once per lifetime per tooth space. Scaling and debridement of an implant is covered once in a 2-year period. Implant maintenance is limited to once every 3 years, except when dentally necessary. The Plan will also cover:
 - A. The final crown and implant abutment over a single implant. This benefit is limited to once per tooth or tooth space in any 5-year period; or
 - B. Provide an alternate benefit per arch of a full or partial denture for the final implant-supported full or partial denture prosthetic device when the implant is placed to support a prosthetic device. The frequency limitation for prosthetic devices will apply to this alternate benefit (once in any 5-year period); or
 - C. The final implant-supported bridge retainer and implant abutment, or pontic. The benefit is limited to once per tooth or tooth space in any 5-year period.
 - D. Implant-supported bridges are not covered if 1 or more of the retainers is supported by a natural tooth.
 - E. These benefits or alternate benefits are not provided if the tooth, implant, or tooth space received a cast restoration or prosthodontic benefit, including a pontic, within the previous 5 years.
- vii. Fixed bridges or removable cast partial dentures are not covered for members under age 16.
- viii. Porcelain restorations are considered cosmetic if placed on the upper second or third molars or the lower first, second, or third molars. Coverage is limited to a corresponding metallic prosthetic. The member is responsible for paying the difference.

8.4.2 Other

a. Other Services:

- i. Athletic mouthguard
- ii. Nightguard (Occlusal guard)
- iii. Orthodontia for correcting malocclusioned teeth when necessity is established through an in-person clinical examination of the member

b. Other Limitations:

- i. An athletic mouthguard is covered once in any 12-month period for members age 15 and under and once in any 2-year period for age 16 and over. These time periods are calculated from the previous date of service. Over-the-counter athletic mouthguards are excluded.
- ii. A nightguard (occlusal guard) is covered once every 5-year period at 100% up to \$250 maximum with no deductible. Repair, reline and adjustment of occlusal guard is covered once every 12-month period. Over-the-counter nightguards are excluded.
- iii. **For Child Only Orthodontic Coverage:** Orthodontia is covered only for children. Treatment must begin prior to their 17th birthday. Refer to section 4 for plans with this benefit.
- iv. **For Adult and Child Orthodontic Coverage:** The plan covers orthodontia services for all enrolled members. Refer to section 4 for plans with this benefit.
- v. **Lifetime Maximum Payment for Orthodontic Services:** Please see section 4 for the lifetime maximum for your group. The plan will pay 50% toward covered orthodontic services, up to the maximum benefit
- vi. Pre-orthodontic treatment exam is part of the comprehensive orthodontic treatment plan.
- vii. Self-administered orthodontics are not covered.
- viii. Payment for orthodontia will end when treatment stops for any reason prior to completion, or upon termination of eligibility or of the Plan. If treatment began before the member was eligible under the Plan, the Plan will base its obligation on the balance of the dentist's normal payment pattern. The orthodontic maximum will apply to this amount.
- ix. Repair or replacement of an appliance furnished under the Plan is not covered
- x. A separate charge for a retainer, or the repair or replacement of an appliance furnished under the Plan is not covered
- xi. A separate charge for translation or sign language service is not covered. Translation or sign language service is included in the fees for overall patient management.
- xii. If the plan has a deductible, it does not apply to orthodontic services

8.5 GENERAL LIMITATION – OPTIONAL SERVICES

If a more expensive treatment than is functionally adequate is performed, the Plan will pay the applicable percentage of the maximum plan allowance for the least costly treatment. The member will be responsible for the remainder of the dentist's fee.

SECTION 9. ORAL HEALTH, TOTAL HEALTH BENEFITS

Visiting a dentist on a regular basis and keeping the mouth healthy is critical to keeping the rest of the body healthy. Studies have shown a relationship between periodontal disease, bacteria in the mouth, and various health problems including pre-term, low birth weight babies and diabetes.

9.1 ORAL HEALTH, TOTAL HEALTH BENEFITS

The Plan has a program that provides additional cleanings (prophylaxis or periodontal maintenance) for members based on this evidence. This benefit is for the cleaning only. Coverage for a routine exam and other services is subject to the frequency limitations outlined in 0.

9.1.1 Diabetes

For members with diabetes, elevated blood sugar levels can have a negative effect on oral health. Diabetes increases the risk of cavities, gum disease, tooth loss, dry mouth and infection. Poor oral health can make diabetes more difficult to manage. Infections may cause blood sugar to rise and require more insulin to keep it under control. Research confirms that regular visits to the dentist may help in the diagnosis and management of diabetes.

Diabetic members are eligible for a total of 4 cleanings per year.

9.1.2 Pregnancy

Keeping the mouth healthy during a pregnancy is important for a member and the baby. According to the American Dental Association, pregnant women who have periodontal (gum) disease are more likely to have a baby that is born too early and too small.

Research suggests that periodontal disease triggers increased levels of biological fluids that induce labor. Data also suggests that women whose periodontal condition worsens during pregnancy have an even higher risk of having a premature baby. Dental visits during a woman's third trimester of pregnancy may help prevent pre-term, low birth weight babies.

Members should talk to their dentist about scheduling a routine cleaning or periodontal maintenance during the third trimester of pregnancy. Pregnant members are eligible for a cleaning in the third trimester of pregnancy regardless of when they had a previous cleaning.

9.2 HOW TO ENROLL

Enrolling in the Oral Health, Total Health program is easy. To enroll, a member can contact Customer Service or complete and return the Oral Health, Total Health enrollment form found on Member Dashboard. Members with diabetes must include proof of diagnosis.

SECTION 10. EXCLUSIONS

In addition to the limitations and exclusions described elsewhere in the Plan, the following services, procedures and conditions are not covered, even if otherwise dentally necessary, if they relate to a condition that is otherwise covered by the Plan, or if recommended, referred or provided by a dentist or dental care provider.

Analgesics, Anesthesia and Medications

Prescribed drugs, premedications, and analgesics are excluded (except oral sedatives for eligible dependents through age 17 and nitrous oxide for members ages 18 and over).

Behavior Management

Additional services, time or assistance to control the actions of a member

Benefits Not Stated

Services or supplies not specifically described in this handbook as covered services

Congenital or Developmental Malformations

Including treatment of cleft palate, maxillary and/or mandibular (upper and lower jaw) malformations, enamel hypoplasia and fluorosis (discoloration of teeth).

Coping

A thin covering over the visible part of a tooth, usually without anatomic conformity

Cosmetic Services

Services and supplies for the primary purpose of improving or changing appearance, such as tooth bleaching and enamel microabrasion

Duplication and Interpretation of X-rays or Records

Experimental or Investigational Procedures

Including expenses incidental to or incurred as a direct consequence of such procedures

Facility Fees

Including additional fees charged by the dentist for hospital, extended care facility or home care treatment

Gnathologic Recordings

Services to observe the relationship of opposing teeth, including occlusion analysis

Hypnosis

Illegal Acts

Services and supplies for treatment of an injury or condition caused by or arising directly from a member's illegal act. This includes any expense caused by or arising out of illegal acts related to riot, declared or undeclared war, including civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force or usurped power by any government, military or other authority.

Inmates

Services and supplies a member receives while in the custody of any state or federal law enforcement authorities or while in jail or prison

Instructions or Training

Including tobacco cessation counseling, plaque control and oral hygiene or dietary instruction

Localized Delivery of Antimicrobial Agents

Time released antibiotics to remove bacteria from below the gumline

Maxillofacial Prosthetics

Except for surgical stents as stated in section 8.4.1

Medications**Missed Appointment Charges****Never Events**

Services and supplies related to never events. These are events that should never happen while receiving services in a dental office, including removing a non-diseased tooth structure or performing a procedure on the wrong patient or wrong tooth.

Over the Counter

Including over the counter occlusal guards and athletic mouthguards

Periodontal Charting

Measuring and recording the space between a tooth and the gum tissue

Precision Attachments

Devices to stabilize or retain a prosthesis when seated in the mouth

Rebuilding or Maintaining Chewing Surface; Stabilizing Teeth

Including services only to prevent wear or protect worn or cracked teeth, except nightguards (occlusal guards) or athletic mouthguards as provided in 8.4.2. Excluded services include increasing vertical dimension, equilibration, and periodontal splinting.

Self-Treatment

Services provided by a member to herself or himself

Service Related Conditions

Treatment of any condition caused by or arising out of a member's service in the armed forces of any country or as a military contractor or from an insurrection or war, unless not covered by the member's military or veterans coverage.

Services on Tongue, Lip, or Cheek**Services Otherwise Available**

Including those services or supplies:

- a. compensable under workers' compensation or employer's liability laws
- b. provided by any city, county, state or federal law, except for Medicaid coverage

- c. provided without cost to the member by any municipality, county or other political subdivision or community agency, except to the extent that such payments are insufficient to pay for the applicable covered dental services provided under the Plan
- d. provided under separate contracts that are used to provide coordinated coverage for covered persons in a group and are considered parts of the same plan

Taxes

Third Party Liability Claims

Services and supplies for treatment of illness or injury for which a third party is or may be responsible, to the extent of any recovery received from or on behalf of the third party (see section 13.3.2)

TMJ

Treatment of any disturbance of the temporomandibular joint (TMJ)

Treatment After Coverage Ends

The only exception is for Class III services that were ordered and fitted while still eligible, and then only if such items are cemented within 31 days after a member's eligibility ends. This exception is not applicable if the Group transfers its plan to another carrier.

Treatment Before Coverage Begins

Treatment Not Dentally Necessary

Including services:

- a. not established as necessary for the treatment or prevention of a dental injury or disease otherwise covered under the Plan
- b. that are inappropriate with regard to standards of good dental practice
- c. with poor prognosis

Treatment of Closed Fractures

SECTION 11. ELIGIBILITY

The date a person becomes eligible may be different than the date coverage begins (see section 12.5).

11.1 SUBSCRIBER

A person is eligible to enroll in the Plan if he or she:

- a. is a permanent documented full time or part time employee, an employee in a job share position, a non-represented job share employee with benefit dollar allowance, or a retiree of Clackamas County
- b. works for the Group on a regularly scheduled basis working the minimum number of hours per week required for that job position;
- c. is not a seasonal, substitute, or temporary employee, or an agent, consultant, or independent contractor or leased worker
- d. is paid on a regular basis through the payroll system, has federal taxes deducted from such pay, and is reported to Social Security
- e. satisfies any orientation and/or eligibility waiting period

Subscribers are eligible to remain enrolled if they are on an approved leave of absence under state or federal family and medical leave laws. Members should check with the Group's benefits manager to find out whether they qualify for this provision.

11.2 DEPENDENTS

A subscriber's legal spouse or domestic partner is eligible for coverage. A subscriber's children are eligible until their 26th birthday. Children eligible due to a court or administrative order are also subject to the Plan's child age limit. Foster children are eligible only while legally a foster child.

For purposes of determining eligibility, the following are considered children:

- a. The biological, adopted or foster child of a subscriber or a subscriber's eligible spouse or domestic partner
- b. Children placed for adoption with a subscriber. Adoption paperwork must be provided
- c. A newborn child of an enrolled dependent for the first 31 days of the newborn's life
- d. Children related to a subscriber by blood or marriage for whom the subscriber is the legal guardian. A court order showing legal guardianship must be provided

A subscriber's child who has sustained a disability making him or her physically or mentally incapable of self-support at even a sedentary level may be eligible for coverage even though he or she is over 26 years old. To be eligible, the child must be unmarried and principally dependent on the subscriber for support and have had continuous dental coverage. The incapacity must have started, and the information below must be received, before the child's 26th birthday. Social Security Disability status does not guarantee coverage under this provision. The Plan will determine eligibility based on commonly accepted guidelines. To avoid a break in coverage, it is recommended that the following information be submitted to Delta Dental at least 45 days before the child's 26th birthday:

- a. Recent medical or psychiatric progress notes and evaluations, referrals or consult notes
- b. Relevant test results (e.g., lab, imaging, neuro-psychiatric testing, etc.)
- c. Relevant recent hospitalization records (e.g., history and physical, discharge summary) if applicable
- d. Disability information from prior carrier

The Plan will make an eligibility determination based on documentation of the child's medical condition. Periodic review by Delta Dental will be required on an ongoing basis except in cases where the disability is certified to be permanent.

11.3 QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)

The Plan will cover a child of an eligible employee who has a right to enrollment due to a qualified medical child support order (QMCSO). The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. A copy of such procedures is available from the Group without charge.

The child's coverage under the Plan will be effective as of the first day of the month following the date that the Group determines that the applicable order qualifies as a QMCSO and that the child is eligible for enrollment in the Plan.

11.4 NEW DEPENDENTS

A new dependent may cause a premium increase. Premiums will be adjusted accordingly and will apply from the date coverage is effective.

If a subscriber marries or registers a domestic partnership, the spouse or domestic partner and his or her children are eligible to enroll as of the date of the marriage or registration.

If a subscriber files an Affidavit of Domestic Partnership with the Group, the domestic partner and his or her children are eligible for coverage.

A member's newborn child is eligible from birth. A subscriber's adopted child, or child placed for adoption or as a foster child is eligible on the date of placement. To enroll a new child, an online enrollment application must be submitted. The application and payment must be submitted within 31 days. If the application and payment is not received timely, the child will not be covered. Proof of legal guardianship will be required for coverage of a grandchild beyond the first 31 days from birth.

SECTION 12. ENROLLMENT

12.1 ENROLLING ELIGIBLE EMPLOYEES

Application for coverage may be submitted online for the eligible employee and any dependents to be enrolled must be filed with the Group within 15 days of becoming eligible to apply for coverage. Eligible employees can apply on the date of hire or the end of any required waiting period.

The subscriber must notify the Group of any change of address.

12.2 ENROLLING NEW DEPENDENTS

To enroll a new dependent, just complete the online enrollment application with the Group within 60 days of their eligibility. The subscriber must notify Delta Dental if family members are added or dropped from coverage, even if it does not affect premiums.

12.3 OPEN ENROLLMENT

If an eligible employee and/or any eligible dependents are not enrolled within 15 days of first becoming eligible, they must wait for the next open enrollment period to enroll unless:

- a. The person qualifies for special enrollment as described in section 11.4
- b. A court has ordered that coverage be provided for a spouse or minor child under a subscriber's insurance plan and a request for enrollment is made within 30 days after the court order is issued

Open enrollment occurs once a year at renewal.

12.4 SPECIAL ENROLLMENT RIGHTS

The special enrollment rights described in sections 12.4.1 and 12.4.2 apply:

- a. To an eligible employee who loses other coverage or becomes eligible for a premium assistance subsidy
- b. To a subscriber's dependent who loses other coverage or becomes eligible for a premium assistance subsidy
- c. To both the eligible employee and his or her dependent if neither is enrolled under the Plan, and either loses other coverage or becomes eligible for a premium assistance subsidy

To enroll, an eligible employee must submit a complete and signed application and supporting documentation within the required timeframe.

12.4.1 Loss of Other Coverage

If coverage is declined when initially eligible or at an open enrollment period because of other dental coverage, an eligible employee or any dependents may enroll in the Plan outside of the open enrollment period if the following criteria are met:

- a. He or she was covered under a group dental plan or had dental coverage at the time coverage was previously offered
- b. He or she stated in writing at such time that coverage under a group dental plan or dental coverage was the reason enrollment was declined
- c. He or she requests such enrollment not later than 60 days after the previous coverage ended
- d. One of the following events has occurred:
 - i. His or her prior coverage was under a COBRA continuation provision and the coverage under such provision was exhausted
 - ii. His or her prior coverage ended as a result of loss of eligibility for the coverage. Examples of when coverage under a plan may be lost include:
 - A. legal separation or divorce
 - B. loss of dependent status per plan terms
 - C. death
 - D. end of employment or reduction in the number of hours of employment
 - E. reaching the lifetime maximum on all benefits
 - F. the plan stops offering coverage to a group of similarly situated persons
 - G. moving out of an HMO service area that causes coverage to end and no other option is available under the plan
 - H. termination of the benefit package option, and no substitute option is offered
 - iii. The employer contributions toward his or her other active (not COBRA) coverage end. If employer contributions stop, the eligible employee or dependent does not have to end coverage to be eligible for special enrollment on a new plan.
 - iv. His or her prior coverage was under Medicaid or a children's health insurance program (CHIP) and such coverage ended due to loss of eligibility. Special enrollment must be requested within 60 days of the end of coverage.

12.4.2 Eligibility for Premium Subsidy

If an eligible employee or dependent covered under Medicaid or CHIP becomes eligible for a premium assistance subsidy, and special enrollment is requested within 60 days of the determination of eligibility, they may enroll in the Plan outside of the open enrollment period.

12.4.3 Family Status Changes

Benefits are regulated by Section 125 of the Internal Revenue Code (IRC). This allows an eligible employee to change enrollment selections only during Open Enrollment and/or as a result of a qualified Family Status Change.

- a. All enrollment changes must be completed through the Risk & Benefits Division
- b. To make changes, the eligible employee must complete a Notice of Change in Family Status and required enrollment forms, and provide the required documentation within 60 days of the qualifying event. If the 60-day deadline is not met, the eligible employee will not be able to add any family members until the next Open Enrollment

- c. Changes are effective the first of the month following the Family Status Change or receipt of required forms and documents, whichever is later. Dental coverage for new children is automatic only for the first 31 days from the date of birth or adoption. Claims received after the 31st day will not be paid until enrollment forms are completed and processed

12.5 WHEN COVERAGE BEGINS

Coverage will begin on the first day of the month following two months of continuous employment.

Coverage for new dependents through marriage, registration of a domestic partnership, or the filing of an Affidavit of Domestic Partnership with the Group will begin on the first day of the month following receipt of the online enrollment forms.

Coverage for a newborn is effective on the date of the newborn's birth. Coverage for a child newly adopted or placed for adoption or as a foster child is effective on the date of adoption or placement. Court ordered coverage is effective on the first day of the month following the date the Group determines that an applicable order qualifies as a QMCSO, and that the child is eligible for enrollment in the Plan.

Coverage for those enrolling during open enrollment begins on the date the Plan renews. All other plan provisions will apply. Coverage under special enrollment due to loss of coverage or eligibility for premium subsidy begins on the first day of the month following receipt of the special enrollment request, or coinciding with, but not before the loss of other coverage.

The necessary premium must also be paid for coverage to become effective.

12.6 WHEN COVERAGE ENDS

When the subscriber's coverage ends, coverage for all enrolled dependents also ends.

12.6.1 Termination of the Group Plan

If the Plan is terminated for any reason, coverage ends for the members on the date the Plan ends.

12.6.2 Termination by Subscriber

A subscriber may end his or her coverage, or coverage for any enrolled dependent, only if there is a qualifying event. Qualifying events include marriage, divorce and birth. Coverage ends on the last day of the month through which premiums are paid.

12.6.3 Death

If a subscriber dies, coverage for any enrolled dependents ends on the last day of the month in which the death occurs. Enrolled dependents may extend their coverage if the requirements for continuation of coverage are met (see section 15.2).

12.6.4 Termination, Layoff or Reduction in Hours of Employment

Coverage ends on the last day of the month in which employment ends, unless a member chooses to continue coverage (see section 15).

If a subscriber is laid off and returns to active work within 6 months of being laid off, he or she and any eligible dependents may enroll in the Plan on the date of rehire and coverage will begin on that date.

If a subscriber experiences a reduction in hours that causes loss of coverage, and within 6 months the hours increase and the subscriber again qualifies for benefits, he or she and any eligible dependents may enroll in the group plan on the date the subscriber qualifies, and coverage will begin on that date provided the necessary premiums for coverage are paid.

The Group must notify Delta Dental that the subscriber is rehired or of an increase in hours and the necessary premiums for coverage must be paid. All plan provisions will resume at re-enrollment whether or not there was a lapse in coverage. Upon re-enrollment in the Plan, any waiting period required by the Plan will not have to be re-served.

An employee who has continuously participated in COBRA continuation coverage during a layoff, and is reinstated to employment within eighteen (18) months from layoff, will have the benefit waiting period waived. This applies to all lines of coverage and any type of layoff (economic or medical layoff).

12.6.5 Loss of Eligibility by Dependent

Coverage ends on the last day of the month in which the dependent's eligibility ends.

- a. Coverage ends for an enrolled spouse on the last day of the month in which a decree of divorce or annulment is entered (regardless of any appeal), and for an enrolled domestic partner on the last day of the month in which a judgment of dissolution or annulment of the domestic partnership has been entered or that a partnership no longer meets the requirements of the Affidavit of Domestic Partnership.
- b. Coverage ends for an enrolled child on the last day of the month in which he or she turns age 26, or that a legal guardianship or foster relationship ends.

The subscriber must notify the Group and Delta Dental when a marriage, domestic partnership, foster child relationship or guardianship ends.

Enrolled dependents may have the right to continue coverage in their own names when their coverage under the Plan ends.

12.6.6 Rescission

The Plan may rescind a member's coverage back to the effective date, or deny claims at any time for fraud, material misrepresentation or concealment by a member which may include but is not limited to enrolling ineligible persons on the Plan, falsifying or withholding documentation or information that is the basis for eligibility or employment, and falsification or alteration of claims. The Plan reserves the right to retain premiums paid as liquidated damages, and the member shall be responsible for the full balance of any benefits paid. If the Plan ends coverage under this section, Delta Dental may, to the extent permitted by law, deny future enrollment of the members under any Delta Dental policy or contract or the contract of any affiliates.

12.6.7 Continuing Coverage

Information is in Continuation of Dental Coverage (section 15).

SECTION 13. CLAIMS ADMINISTRATION & PAYMENT

13.1 SUBMISSION AND PAYMENT OF CLAIMS

13.1.1 Claim Submission

A claim is not payable until the service or supply has actually been received. In no event, except absence of legal capacity or in the case of a Medicaid claim, is a claim valid if submitted later than 12 months from the date the expense was incurred. Claims submitted by Medicaid must be sent to Delta Dental within 3 years after the date the expense was incurred.

13.1.2 Explanation of Benefits (EOB)

Delta Dental will report its action on a claim by providing the member a document called an Explanation of Benefits (EOB). Members are encouraged to access their EOBs electronically by signing up through Member Dashboard. The EOB will indicate if a claim has been paid, denied or accumulated toward satisfying any deductible. If all or part of a claim is denied, the reason will be stated in the EOB.

If a member does not receive an EOB or an email indicating that an EOB is available within a few weeks of the date of service, this may indicate that Delta Dental has not received the claim. To be eligible for reimbursement, claims must be received within the claim submission period explained in section 13.1.1.

13.1.3 Claim Inquiries

Customer Service can answer questions about how to file a claim, the status of a pending claim, or any action taken on a claim. The Plan will respond to an inquiry within 30 days of receipt.

13.1.4 Time Frames for Processing Claims

If a claim is denied, Delta Dental will send an EOB explaining the denial within 30 days after receiving the claim. If more time is needed to process the claim for reasons beyond Delta Dental's control, a notice of delay will be sent to the member explaining those reasons within 30 days after Delta Dental receives the claim. Delta Dental will then finish processing the claim and send an EOB to the member no more than 45 days after receiving the claim. If more information is needed to process the claim, the notice of delay will describe the information needed, and the party responsible for providing the additional information will have 45 days to submit it. Once the additional information is received, processing of the claim will be completed within 15 days. Submission of information necessary to process a claim is subject to the Plan's claim submission period explained in section 13.1.1.

13.2 APPEALS

Before filing an appeal, it may be possible to resolve a dispute with a phone call to Customer Service.

13.2.1 Definitions

For purposes of section 13.2, the following definitions apply:

Adverse Benefit Determination means a letter or an Explanation of Benefits (EOB) from Delta Dental informing a person, of any of the following: a denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including one based on a determination of a person's eligibility to participate in the Plan and one resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not necessary and customary by the standards of generally accepted dental practice for the prevention or treatment of oral disease or accidental injury.

Appeal is a written request by a member or his or her representative for Delta Dental to review an adverse benefit determination.

Utilization Review means a system of reviewing the dental necessity, appropriateness or quality of dental care services and supplies. An adverse benefit determination that the item or service is not dentally necessary or appropriate, is investigational or experimental, or in which the decision as to whether a benefit is covered involved a dental judgment is a utilization review decision.

13.2.2 Time Limit for Submitting Appeals

A member has **180 days** from the date an adverse benefit determination is received to submit the first written appeal. If appeals are not submitted within the timeframes in these sections, the member will lose the right to any appeal.

13.2.3 The Review Process

The Plan has a 2-level internal review process consisting of a first level appeal and a second level appeal. Delta Dental's response time to an appeal is based on the nature of the claim as described below.

The timelines in the sections below do not apply when the member does not reasonably cooperate, or circumstances beyond the control of either party (Delta Dental or the member) makes it impossible to comply with the requirements. Whoever is unable to comply must give notice of the specific reason to the other party when the issue arises.

Upon request and free of charge, the member may have reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

13.2.4 First Level Appeals

An appeal must be submitted in writing. If necessary, Customer Service can help with filing an appeal. Written comments, documents, records and other information relating to the claim for benefits may be submitted. Appeals are investigated by persons who were not involved in the original decision.

When an investigation is finished, Delta Dental will send a written notice of the decision to the member, including the reason for the decision. The investigation will be completed and notice sent within 30 days of receipt of the appeal.

13.2.5 Second Level Appeal

A member who disagrees with the decision on the first level appeal may ask for a review of the decision. The second level appeal must be submitted in writing within 60 days of the date of

Delta Dental's action on the first level appeal. Investigations and responses to a second level appeal

will be by persons who were not involved in the initial decisions. The member will have the option to submit written comments, documents, records and other information related to the case that were not previously submitted.

Investigations and responses to a second level appeal will be by persons who were not involved in the initial determinations, and will follow the same timelines as those for a first level appeal. Delta Dental will notify the member in writing of the decision, including the basis for the decision,

13.3 BENEFITS AVAILABLE FROM OTHER SOURCES

Sometimes dental expenses may be the responsibility of someone other than the Plan.

13.3.1 Coordination of Benefits (COB)

Coordination of benefits applies when a member has dental coverage under more than one plan.

If the member is covered by another plan or plans, the benefits under this Plan and the other plan(s) will be coordinated. This means one plan pays its full benefits first, then any other plans pay. The order of benefit determination rules govern the order in which each plan will pay a claim for benefits.

13.3.1.1 Order of Benefit Determination (Which Plan Pays First?)

The first of the following rules that applies will govern:

- a. **Non-dependent/Dependent.** If a plan covers the member as other than a dependent, (e.g., an employee, member of an organization, primary insured or retiree) then that plan will determine its benefits before a plan that covers the member as a dependent. However, if the member is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the member as a dependent and primary to the plan covering the member as other than a dependent (e.g. a retired employee), then the order of benefits between the 2 plans is reversed.
- b. **Dependent Child/Parents Married or Living Together.** If the member is a dependent child whose parents are married or are living together whether or not they have ever been married or domestic partners, the plan of the parent whose birthday falls earlier in the calendar year is the primary plan. If both parents' birthdays are on the same day, the plan that has covered the parent the longest is the primary plan. (This is called the birthday rule.)
- c. **Dependent Child/Parents Separated or Divorced or Not Living Together.** If the member is a dependent child of divorced or separated parents, or parents not living together whether or not they have ever been married or domestic partners, then the following rules apply:
 - i. If a court decree states that one of the parents is responsible for the healthcare expenses of the child, and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to plan years commencing after the plan is given notice of the court decree.
 - ii. If a court decree states that both parents are responsible for the healthcare expenses of the child, or that the parents have joint custody without specifying that one parent is responsible, the 'birthday rule' described above applies.

- iii. If there is not a court decree allocating responsibility for the child's healthcare expenses, the order of benefits is as follows: The plan covering the
 - A. Custodial parent
 - B. Spouse or domestic partner of the custodial parent
 - C. Non-custodial parent
 - D. Spouse or domestic partner of the non-custodial parent
- d. **Dependent Child Covered by Individual Other than Parent.** For a dependent child covered under more than one plan of persons who are not the parents of the child, the first applicable provision (b. or c.) above shall determine the order of benefits as if those persons were the parents of the child.
- e. **Dependent Child Covered by Parent and Spouse/Domestic Partner.** For a dependent child covered under the plans of both a parent and a spouse/domestic partner, the length of coverage provision below shall determine the order of benefits. If coverage under either or both parents' plans and the spouse's/domestic partner's plan began on the same day, the birthday rule will apply.
- f. **Active/Retired or Laid Off Employee.** The plan that covers a member as an active employee (i.e., one who is neither laid off nor retired) or as that employee's dependent determines its benefits before those of a plan that covers the member as a laid off or retired employee or as that employee's dependent. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of the benefits, this rule is ignored.
- g. **COBRA or State Continuation Coverage.** If a member whose coverage is provided under COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the member as an employee, member of an organization, primary insured, or retiree or as a dependent of the same, is the primary plan and the COBRA or other continuation coverage is the secondary plan. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of the benefits, this rule is ignored.
- h. **Longer/Shorter Length of Coverage.** The plan that covered a member longer is the primary plan and the plan that covered the member for the shorter period of time is the secondary plan.
- i. **None of the Above.** If the preceding rules do not determine the order of benefits, the allowable expenses shall be shared equally between the plans. In addition, this Plan will not pay more than it would have paid if it had been the primary plan.

13.3.1.2 How COB Works

The **primary plan** (the plan that pays benefits first) pays the benefits that would be payable under its terms in the absence of this provision.

The **secondary plan** (the plan that pays benefits after the primary plan) will reduce the benefits it pays so that payments from all plans do not exceed 100% of the total allowable expense.

This Plan will coordinate with a plan that is "excess" or "always secondary" or that uses order of benefit determination rules that are inconsistent with those contained in OAR 836-020-0770 to 836-020-0805 (non-complying plan) on the following basis:

- a. If this Plan is primary, it will provide its benefits first.
- b. If this Plan is secondary and the non-complying plan does not provide its primary payment information within a reasonable time after it is requested to do so, this Plan will assume that the benefits of the non-complying plan are identical to this Plan's benefits. This Plan

will provide its benefits first, but the amount of the benefits payable shall be determined as if this Plan were the secondary plan.

- c. If the non-complying plan reduces its benefits so that the member receives less in benefits than he or she would have received had this Plan provided its benefits as the secondary plan and the non-complying plan provided its benefits as the primary plan, then this Plan shall advance additional benefits equal to the difference between the amount that was actually paid and the amount that should have been paid if the non-complying plan had not improperly reduced its benefits. Additional payment will be limited so that the Plan will not pay any more than it would have paid if it had been the primary plan. In consideration of such an advance, this Plan shall be subrogated to all rights of the member against the non-complying plan.

13.3.1.3 Effect on the Benefits of This Plan

In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other dental coverage and apply that calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other dental coverage.

If the primary plan is a closed panel plan and the member uses an out-of-network provider, the secondary plan shall provide benefits as if it were the primary plan, except for emergency services or authorized referrals that are paid or provided by the primary plan.

13.3.1.4 Definitions

For purposes of section 13.3.1, the following definitions apply:

Plan means any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for covered persons in a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

Plan includes:

- a. Group or individual insurance contracts and group-type contracts
- b. HMO (health maintenance organization) coverage
- c. Coverage under a labor-management trustee plan, a union welfare plan, an employer organization plan or an employee benefits plan
- d. Medicare or other government programs, other than Medicaid, and any other coverage required or provided by law
- e. Other arrangements of insured or self-insured group or group-type coverage

Plan does not include:

- a. Fixed indemnity coverage
- b. Accident-only coverage
- c. Specified disease or specified accident coverage
- d. School accident coverage
- e. Medicare supplement policies
- f. Medicaid policies
- g. Coverage under other federal governmental plans, unless permitted by law

Each contract or other arrangement for coverage described above is a separate plan. If a plan has 2 parts and COB rules apply to only one of the 2, each of the parts is treated as a separate plan.

Complying plan is a plan that follows these COB rules.

Non-complying plan is a plan that does not comply with these COB rules.

Claim means a request that benefits of a plan be provided or paid.

Allowable expense means a dental expense, including cost sharing, that is covered at least in part by any plan covering the member. When a plan provides benefits in the form of a service instead of cash payments, the reasonable cash value of the service will also be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the member is not an allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a member is not an allowable expense.

The following are examples of expenses that are not allowable expenses:

- a. The amount of the reduction by the primary plan because a member has not complied with the plan's requirements concerning second opinions or prior authorization, or because the member has a lower benefit due to not using an in-network provider
- b. Any amount in excess of the highest reimbursement amount for a specific benefit, if a member is covered by 2 or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology
- c. Any amount in excess of the highest of the negotiated fees, if a member is covered by 2 or more plans that provide benefits or services on the basis of negotiated fees
- d. If a member is covered by one plan that calculates its benefits on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits on the basis of negotiated fees, the primary plan's arrangement shall be the allowable expense for all plans. However, if the provider has contracted with the secondary plan to provide the benefit for a specific negotiated fee or payment amount that is different than the primary plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the allowable expense used by the secondary plan to determine its benefits.

This Plan is the part of this plan funded by the Group and provides benefits for dental expenses to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of this group dental plan providing dental benefits is separate from this Plan. A group dental plan may apply one COB provision to certain benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

Closed panel plan is a plan that provides dental benefits to covered persons primarily in the form of services through a network of providers that have contracted with or are employed by the plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by an in-network provider.

Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

13.3.2 Third Party Liability

A member may have a legal right to recover benefit or healthcare costs from a third party as a result of an illness or injury for which such costs were paid by the Plan. The Plan does not cover benefits for which a third party may be legally liable, except for those related to a motor vehicle accident (see section 13.3.3 for motor vehicle accident recovery). Because recovery from a third party may be difficult and take a long time, as a service to the member the Plan will pay a member's expenses based on the understanding and agreement that the Plan is entitled to be reimbursed from any recovery the member may receive for any benefits it paid that are or may be recoverable from a third party, as defined below.

The member agrees that the Plan has the rights described in section 13.3.2. The Plan may seek recovery under one or more of the procedures outlined in this section. The member agrees to do whatever is necessary to fully secure and protect, and to do nothing to prejudice, the Plan's right of recovery or subrogation as discussed in this section. The Plan has discretion to interpret and construe these recovery and subrogation provisions.

13.3.2.1 Definitions:

For purposes of section 13.3.2, the following definitions apply:

Benefits means any amount paid by the Plan, or submitted for payment to or on behalf of a member. Bills, statements or invoices submitted by a provider to or on behalf of a member are considered requests for payment of benefits by the member.

Third Party means any person or entity responsible for the injury or illness, or the aggravation of an injury or illness, of a member. Third party includes any insurer of such person or entity, including different forms of liability insurance, or any other form of insurance that may pay money to or on behalf of the member including uninsured motorist coverage, under-insured motorist coverage, premises med-pay coverage, personal injury protection (PIP) coverage and workers' compensation insurance.

Third Party Claim means any claim, lawsuit, settlement, award, verdict, judgment, arbitration decision or other action against a third party (or any right to such an action) by or on behalf of a member.

13.3.2.2 Subrogation

Upon payment by the Plan, the Plan has the right to pursue the third party in its own name or in the name of the member. The member shall do whatever is necessary to secure such subrogation rights and do nothing to prejudice them. The Plan is entitled to all subrogation rights and remedies under common and statutory law, as well as under the Plan's provisions.

13.3.2.3 Right of Recovery

In addition to its subrogation rights, the Plan may, at its sole discretion and option, require a member, and his or her attorney, if any, to protect its recovery rights. The following rules apply to all recovery, except for those related to motor vehicle accidents (see section 13.3.3 for motor vehicle recovery rights):

- a. The member holds any rights of recovery against the third party in trust for the Plan, but only for the amount of benefits the Plan paid for that illness or injury.
- b. The Plan is entitled to receive the amount of benefits it has paid for an illness or injury out of any settlement or judgment that results from exercising the right of recovery against the third party. This is so whether or not the third party admits liability or claims that the member is also at fault. In addition, the Plan is entitled to receive the amount of benefits it has paid whether the dental expenses are itemized or expressly excluded in the third party recovery.
- c. If the Plan requires the member and his or her attorney to protect its recovery rights under this section, then the member may subtract from the money to be paid back to the Plan a proportionate share of reasonable attorney fees as an expense for collecting from the other party.
- d. This right of recovery includes the full amount of the benefits paid or pending payment by the Plan, out of any recovery made by the member from the third party, including without limitation any and all amounts paid or payable to the member (including his or her legal representatives, estate or heirs, or any trust established for the purpose of paying for the future income, care or medical expenses of the member), regardless of the characterization of the recovery, whether or not the member is made whole, or whether or not any amounts are paid or payable directly by the third party, an insurer or another source. The Plan's recovery rights will not be reduced due to the member's own negligence.
- e. If it is reasonable to expect that the member will incur future expenses for which benefits might be paid by the Plan, the member shall seek recovery of such future expenses in any third party claim.

13.3.2.4 Additional Provisions

Members shall comply with the following and agree that Delta Dental may do one or more of the following, at its discretion:

- a. The member shall cooperate with Delta Dental to protect the Plan's recovery rights, including by:
 - i. Signing and delivering any documents Delta Dental reasonably requires to protect the Plan's rights, including a Third Party Questionnaire and Agreement. If the member has retained an attorney, then the attorney must also sign the agreement.
 - ii. Providing any information to Delta Dental relevant to the application of the provisions of section 13.3.2 including all information available to the member, or any representative or attorney representing the member, relating to the potential third party claim. This may include dental/medical information, settlement correspondence, copies of pleadings or demands, and settlement agreements, releases or judgments.
 - iii. Notifying Delta Dental of the potential third party claim for which the Plan may issue benefits. The member has this responsibility even if the first request for payment of benefits is a bill or invoice submitted to Delta Dental by the member's provider.
 - iv. Taking such actions as Delta Dental may reasonably request to assist it in enforcing the Plan's third party recovery rights.

- b. The member and his or her representatives are obligated to notify Delta Dental in advance of any claim (written or oral) and/or any lawsuit made against a third party seeking recovery of any damages from the third party, whether or not the member is seeking recovery of benefits paid by the Plan from the third party.
- c. By accepting payment of benefits by the Plan, the member agrees that the Plan has the right to intervene in any lawsuit or arbitration filed by or on behalf of a member seeking damages from a third party.
- d. The member agrees that Delta Dental may notify any third party, or third party's representatives or insurers, of the Plan's recovery rights described in section 13.3.2.
- e. Even without the member's written authorization, Delta Dental may release to, or obtain from, any other insurer, organization or person, any information it needs to carry out the provisions of section 13.3.2.
- f. Section 13.3.2 applies to any member for whom advance payment of benefits is made by the Plan whether or not the event giving rise to the member's injuries occurred before the member became covered by the Plan.
- g. If the member continues to receive treatment for an illness or injury after obtaining a settlement or recovery from a third party, the Plan will provide benefits for the continuing treatment of that illness or injury only to the extent that the member can establish that any sums that may have been recovered from the third party have been exhausted.
- h. If the member or the member's representatives fail to do any of the above mentioned acts, then the Plan has the right to not advance payment or to suspend payment of any benefits, or to recover any benefits it has advanced, for any sickness, illness, injury or dental/medical condition resulting from the event giving rise to, or the allegations in, the third party claim, except for claims related to motor vehicle accidents (see section 13.3.3). The Plan may notify dental providers seeking authorization of payment of benefits that all payments have been suspended and may not be paid.
- i. Coordination of benefits (where the member has dental/medical coverage under more than one plan or health insurance policy) is not considered a third party claim.

13.3.3 Motor Vehicle Accident Recovery

If a claim for healthcare expenses arising out of a motor vehicle accident is filed with Delta Dental and motor vehicle insurance has not yet paid, then the Plan will advance benefits. The Plan retains the right to repayment of any benefits paid from the proceeds of any settlement, judgment or other payment received by the member that exceeds the amount that fully compensates the member for their motor vehicle accident related injuries.

If the Plan requires the member and his or her attorney to protect its recovery rights under this section, then the member may subtract from the money to be paid back to the Plan a proportionate share of reasonable attorney fees as an expense for collecting from the other party.

The member shall do whatever is proper to secure, and may not prejudice, the rights of the Plan under this section.

SECTION 14. MISCELLANEOUS PROVISIONS

14.1 RIGHT TO COLLECT AND RELEASE NEEDED INFORMATION

In order to receive benefits, the member must give or authorize a provider to give Delta Dental any information needed to pay benefits. Delta Dental may release to or collect from any person or organization any needed information about the member.

14.2 CONFIDENTIALITY OF MEMBER INFORMATION

Keeping a member's protected health information confidential is very important to Delta Dental. Protected health information includes enrollment, claims, and medical and dental information. Delta Dental uses such information internally for claims payment, referrals and authorization of services, and business operations such as case management and quality management programs. Delta Dental does not sell this information. The Notice of Privacy Practices provides more detail about how the Group uses members' information. Delta Dental, as the claims administrator, is required to adhere to these same practices. Members can contact the Group if they have additional questions about the privacy of their information beyond what is provided in the Notice of Privacy Practices.

14.3 TRANSFER OF BENEFITS

Only members are entitled to benefits under the Plan. These benefits are not assignable or transferable to anyone else. Any attempted assignment or transfer will not be binding on Delta Dental or the Plan, except that the Plan shall pay amounts due under the Plan directly to a provider upon a member's written request.

14.4 RECOVERY OF BENEFITS PAID BY MISTAKE

If the Plan makes a payment for a member to which he or she is not entitled, or pays a person who is not eligible for payments at all, the Plan has the right to recover the payment from the person paid or anyone else who benefited from it, including a provider. The Plan's right to recovery includes the right to deduct the amount paid from future benefits it would provide for a member even if the mistaken payment was not made on that member's behalf.

14.5 CORRECTION OF PAYMENTS

If benefits that this Plan should have paid are instead paid by another plan, the Plan may reimburse the other plan. Amounts reimbursed are plan benefits and are treated like other plan benefits in satisfying the Plan's liability.

14.6 CONTRACT PROVISIONS

The agreement between the Group and Delta Dental including this handbook plus any endorsements or amendments are the entire contract between the parties. No promises, terms, conditions or obligations exist other than those contained in the contract. This handbook and the agreement plus any endorsements or amendments shall supersede all other communications, representations or agreements, either verbal or written between the parties. If any term, provision, agreement or condition is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14.7 WARRANTIES

All statements made by the Group or a member, unless fraudulent, are considered representations and not warranties. No statement made for the purpose of obtaining coverage will void the coverage or reduce benefits unless contained in a written form and signed by the Group or the member, a copy of which has been given to the Group or member or the member's beneficiary.

14.8 LIMITATION OF LIABILITY

Delta Dental shall incur no liability whatsoever to any member concerning the selection of dentists to provide services. In performing or contracting to perform dental service, such dentists shall be solely responsible, and in no case shall Delta Dental be liable for the negligence of any dentist providing such services. Nothing contained in the agreement between the Group and Delta Dental shall be construed as obligating Delta Dental to provide dental services.

14.9 PROVIDER REIMBURSEMENTS

Dentists contracting with Delta Dental to provide services to members agree to look only to **the Plan** for payment of the part of the expense that is covered by the Plan and may not bill the member in the event the Plan fails to pay the dentist for whatever reason. The dentist may bill the member for applicable cost sharing or non-covered expenses except as may be restricted in the provider contract.

14.10 INDEPENDENT CONTRACTOR DISCLAIMER

Delta Dental and participating dentists are independent contractors. Delta Dental and participating dentists do not have a relationship of employer and employee nor of principal and agent. No relationship other than that of independent parties contracting with each other solely for the purpose of a participating dentist's provision of dental care to members may be deemed or construed to exist between Delta Dental and participating dentists. A participating dentist is solely responsible for the dental care provided to any member, and Delta Dental does not control the detail, manner or methods by which a participating dentist provides care.

14.11 NO WAIVER

Any waiver of any provision of the Plan or any performance under the Plan must be in writing and signed by the waiving party. Any such waiver shall not operate as, or be deemed to be, a waiver of any prior or future performance or enforcement of that provision or any other provision. If the Plan delays or fails to exercise any right, power or remedy provided in the Plan, including a delay or omission in denying a claim, that shall not waive the Plan's rights to enforce the provisions of the Plan.

14.12 GROUP IS THE AGENT

The Group is the members' agent for all purposes under the Plan. The Group is not the agent of Delta Dental.

14.13 GOVERNING LAW

To the extent the Plan is governed by state law, it shall be governed by and construed in accordance with the laws of the state of Oregon.

14.14 WHERE ANY LEGAL ACTION MUST BE FILED

Any legal action arising out of the Plan must be filed in either state or federal court in the state of Oregon.

14.15 TIME LIMIT FOR FILING A LAWSUIT

Any legal action arising out of, or related to, the Plan and filed against the Plan by a member or any third party must be filed in court no more than 3 years after the time the claim was filed (see section 13.1). All internal levels of appeal under the Plan must be exhausted before filing a legal action in court.

SECTION 15. CONTINUATION OF DENTAL COVERAGE

The following sections on continuation of coverage may apply. Members should check with their employer's Risk & Benefits Division to find out whether they qualify for this coverage. Both subscribers and their dependents should read the following sections carefully.

15.1 OREGON CONTINUATION FOR SPOUSES & DOMESTIC PARTNERS AGE 55 AND OVER

15.1.1 Introduction

The Plan offers enrolled spouses and domestic partners the opportunity to request a temporary extension of dental coverage for themselves and their dependents if coverage is lost due to a specific event identified in the following paragraphs.

55+ Oregon Continuation only applies to employers with 20 or more employees. The Plan will provide 55+ Oregon Continuation coverage to those members who elect it, subject to the following conditions:

- a. The Plan will offer no greater rights than ORS 743B.343 to 743B.345 requires
- b. The Plan will not provide 55+ Oregon Continuation coverage for members who do not comply with the requirements outlined below
- c. The Group or its designated third party administrator is responsible for providing the required notices within the statutory time periods, including the notice of death and the election notice. If the Group or its designated third party administrator fails to notify the eligible spouse or domestic partner, premiums shall be waived from the date the notice was required until the date notice is received by the spouse or domestic partner. The Group shall be responsible for such premiums.

Note: In section 15.1 the term "domestic partner" refers only to a registered domestic partner, as defined in 017.

15.1.2 Eligibility

The spouse or domestic partner of the subscriber may elect 55+ Oregon Continuation coverage for himself or herself and any enrolled dependents if the following requirements are met:

- a. Coverage is lost because of the death of the subscriber, dissolution of marriage or domestic partnership with the subscriber, or legal separation from the subscriber
- b. The spouse or domestic partner is 55 years of age or older at the time of such event
- c. The spouse or domestic partner is not eligible for Medicare

15.1.3 Notice and Election Requirements

Notice of Divorce, Dissolution, or Legal Separation. Within 60 days of legal separation or the entry of a judgment of dissolution of marriage or domestic partnership, a member who is eligible for 55+ Oregon Continuation and seeks such coverage shall give the Group or its designated third party administrator written notice of the legal separation or dissolution. The notice shall include his or her mailing address.

Notice of Death. Within 30 days of the death of the subscriber, the Group shall give the designated third party administrator, if any, written notice of the death and the mailing address of the eligible surviving spouse or domestic partner.

Election Notice. Within 14 days of receipt of the above notice (or within 44 days of the death of the subscriber if there is no third party administrator), the Group or its designated third party administrator shall provide notice to the surviving, legally separated or divorced spouse or domestic partner that coverage can be continued, along with an election form. If the Group or its designated third party administrator does not provide this election notice within the required timeframe, premiums shall be waived until the date notice is received.

Election. The surviving, legally separated or divorced spouse or domestic partner must return the election form within 60 days after the form is mailed. If the election is not made within 60 days of the notification, the member will lose the right to continued benefits under this section.

15.1.4 Premiums

Monthly premiums for 55+ Oregon Continuation are limited to 102% of the premiums paid by a current subscriber. The first premiums shall be paid by the surviving, legally separated or divorced spouse or domestic partner to the Group or its designated third party administrator within 45 days of the date of election. All remaining monthly premiums must be paid within 30 days of the premium due date.

15.1.5 When Coverage Ends

55+ Oregon Continuation will end on the earliest of any of the following events:

- a. Failure to pay premiums when due, including any grace period allowed by the Plan
- b. The date the Plan ends, unless a different group plan is made available to members
- c. The date the member becomes insured under any other group dental plan
- d. The date the member remarries or registers another domestic partnership
- e. The date the member becomes eligible for Medicare.

15.2 COBRA CONTINUATION COVERAGE

15.2.1 Introduction

COBRA only applies to employers with 20 or more employees on 50% of the typical business days in the prior calendar year. Certain church plans are exempted from COBRA. The Plan will provide COBRA continuation coverage to members who have experienced a qualifying event and who elect coverage under COBRA, subject to the following conditions:

- a. The Plan will offer no greater COBRA rights than the COBRA statute requires
- b. The Plan will not provide COBRA coverage for members who do not comply with the notice, election or other requirements outlined below

For purposes of section 15.2, COBRA Administrator means either the Group or a third party administrator delegated by the Group to handle COBRA administration.

15.2.2 Qualifying Events

Subscriber. A subscriber may elect continuation coverage if coverage is lost because of termination of employment (other than termination for gross misconduct, which may include misrepresenting immigration status to obtain employment), or a reduction in hours.

Spouse. The spouse of a subscriber has the right to continuation coverage if coverage is lost for any of the following qualifying events:

- a. Death of the subscriber
- b. Termination of the subscriber's employment (for reasons other than gross misconduct) or reduction in the subscriber's hours of employment with the Group
- c. Divorce or legal separation from the subscriber
- d. The subscriber becomes entitled to Medicare

If it can be established that a subscriber has eliminated coverage for his or her spouse in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the later divorce or legal separation will be considered a qualifying event even though the ex-spouse lost coverage earlier. If the ex-spouse notifies the COBRA Administrator within 60 days of the divorce or legal separation, COBRA coverage may be available for the period after the divorce or legal separation.

Children. A child of a subscriber has the right to continuation coverage if coverage is lost for any of the following qualifying events:

- a. Death of the subscriber
- b. Termination of the subscriber's employment (for reasons other than gross misconduct) or reduction in the subscriber's hours of employment with the Group
- c. Parents' divorce or legal separation
- d. Subscriber becomes entitled to Medicare
- e. Child ceases to be a child under the Plan

Domestic Partners. A subscriber, who at the time of the qualifying event was covering his or her domestic partner under the Plan, can elect COBRA continuation coverage that includes continuing coverage for the domestic partner. A domestic partner who is covered under the Plan by the subscriber is not an eligible member under COBRA and, therefore, does not have an independent election right under COBRA. This also means that the domestic partner's coverage ends immediately when the subscriber's COBRA coverage terminates (for example, due to the subscriber's death or because the subscriber becomes covered under another plan).

Retirees. If the Plan provides retiree coverage and the subscriber's former employer files a Chapter 11 bankruptcy proceeding, this may be a qualifying event for the retiree who loses coverage as a result, and for his or her covered dependents.

15.2.3 Other Coverage

The right to elect continuation coverage shall be available to persons who are covered under another group dental plan at the time of the election.

15.2.4 Notice and Election Requirements

Qualifying Event Notice. A dependent member's coverage ends as of the last day of the month in which a divorce or legal separation occurs (spouse's coverage is lost) or a child loses dependent status under the Plan (child loses coverage). Under COBRA, the subscriber or a family member has the responsibility to notify the County's Risk and Benefits Division if one of these events occurs by mailing or hand-delivering a written notice to the COBRA Administrator. The notice must include the following: 1) the name of the Group; 2) the name and social security number of the affected members; 3) the event (e.g. divorce); and 4) the date the event occurred. Notice

must be given no later than 60 days after the loss of coverage under the Plan. If notice of the event is not given on time, continuation coverage will not be available.

Election Notice. Members will be notified of their right to continuation coverage within 14 days after the COBRA Administrator receives a timely qualifying event notice.

Otherwise, members will be notified by the COBRA Administrator of the right to elect COBRA continuation coverage within 44 days of any of the following events that result in a loss of coverage: the subscriber's termination of employment (other than for gross misconduct) or reduction in hours, death of the subscriber, the subscriber's becoming entitled to Medicare, or the Group files for Chapter 11 reorganization.

Election. A member must elect continuation coverage within 60 days after plan coverage ends, or, if later, 60 days after the COBRA Administrator sends notice of the right to elect continuation coverage to the member. If continuation coverage is not elected, group dental coverage will end.

A subscriber or the spouse may elect continuation coverage for eligible family members. Each family member also has an independent right to elect COBRA coverage. This means that a spouse or child may elect continuation coverage even if the subscriber does not.

If COBRA is elected, the Group will provide the same coverage as is available to similarly situated members under the Plan.

15.2.5 COBRA Premiums

Members are responsible for all premiums for continuation coverage. Due to the 60-day election period, it is likely that retroactive premiums will be owed for the months between when regular coverage ended and the first payment date. These premiums must be paid in a lump sum at the first payment. The first payment for continuation coverage is due within 45 days after a member provides notice of electing coverage (this is the date the election notice is postmarked, if mailed, or the date the election notice is received by the COBRA Administrator if hand delivered). Subsequent payments are due on the first day of the month. There will be a grace period of 30 days to pay the premiums. The Plan will not send a bill for any payments due. The member is responsible for paying the applicable premiums when due; otherwise continuation coverage will end and may not be reinstated. The premium rate may include a 2% add-on to cover administrative expenses.

15.2.6 Length of Continuation Coverage

18-Month Continuation Period. When coverage is lost due to end of employment or a reduction of hours of employment, coverage generally may be continued for up to a total of 18 months.

36-Month Continuation Period. When coverage is lost due to a subscriber's death, divorce or legal separation, or a child ceasing to be a dependent under the terms of the Plan, coverage under the Plan may be continued for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the subscriber's hours of employment, and the subscriber became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage for members (other than the subscriber) who lose coverage as a result of the qualifying event can last up to 36 months after the date of Medicare entitlement. This COBRA coverage period is available only if the subscriber becomes entitled to Medicare within 18 months before the termination or reduction of hours.

Extended Period. In the case of loss of coverage due to the bankruptcy of the Group, coverage for the retired subscriber may be continued up to his or her death. Coverage for each dependent may be continued up to the dependent's death or 36 months after the retired subscriber's death, whichever is earlier.

15.2.7 Extending the Length of COBRA Coverage

An extension of the maximum period of coverage may be available if a member is disabled or a second qualifying event occurs. The COBRA Administrator must be notified of a disability or a second qualifying event in order to extend the period of COBRA coverage. If the member does not provide notice of a disability or second qualifying event, he or she will lose the right to extend the period of COBRA coverage.

Disability. If any of the members is determined by the Social Security Administration to be disabled, the maximum COBRA coverage period that results from a subscriber's termination of employment or reduction of hours may be extended to a total of up to 29 months. The disability must have started before the 61st day after the subscriber's termination of employment or reduction of hours and must last at least until the end of the period of COBRA coverage that would be available without the disability extension (generally 18 months). Each member who has elected COBRA coverage will be entitled to the disability extension if one of them qualifies.

The disability extension is available only if the Social Security Administration determination is within the 18-month period following the subscriber's termination of employment or reduction of hours. The member must provide a copy of the Social Security Administration's determination of disability to the COBRA Administrator within 60 days after the latest of:

- a. The date of the Social Security Administration's disability determination
- b. The date of the subscriber's termination of employment or reduction of hours
- c. The date on which the member loses (or would lose) coverage under the terms of the Plan as a result of the subscriber's termination or reduction of hours

If the notice is not provided within this timeframe, then there will be no disability extension of COBRA coverage. The premiums for COBRA coverage may increase after the 18th month of coverage to 150% of the premium.

If determined by the Social Security Administration to no longer be disabled, the member must notify the COBRA Administrator of that fact within 30 days after the Social Security Administration's determination.

Second Qualifying Event. An extension of coverage will be available to spouses and children who are receiving COBRA coverage if a second qualifying event occurs during the 18 months (or, in the case of a disability extension, the 29 months) following the subscriber's termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months from the date of the first qualifying event. Second qualifying events may include the death of a subscriber, divorce or legal separation from the subscriber, or a child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the member to lose coverage under the Plan if the first qualifying event had not occurred. (This extension is not available under the Plan when a subscriber becomes entitled to Medicare after his or her termination of employment or reduction of hours.)

This extension is only available if the COBRA Administrator is notified in writing of the second qualifying event within 60 days after the date of the event. If this notice is not provided to the COBRA Administrator during the 60-day notice period, then there will be no extension of COBRA coverage due to a second qualifying event.

Note: Longer continuation coverage may be available under Oregon law for a subscriber's spouse or domestic partner age 55 and older who loses coverage due to the subscriber's death, or due to legal separation or dissolution of marriage or domestic partnership (see section 15.1).

15.2.8 Newborn or Adopted Child

If, a child is born to or placed for adoption or as a foster child with the subscriber, the child is considered an eligible member. The subscriber may elect continuation coverage for the child provided the child satisfies the otherwise applicable plan eligibility requirements (e.g., age). The subscriber or a family member must notify the COBRA Administrator within 31 days of the birth or placement to obtain coverage. If the COBRA Administrator is not notified in the required timeframe, the child will not be eligible for coverage.

15.2.9 Special Enrollment and Open Enrollment

Members under continuation coverage have the same rights as similarly situated members who are not enrolled in COBRA. A member may add children, spouses, or domestic partners as covered dependents in accordance with the Plan's eligibility and enrollment rules (see sections 11.4 and 12.2), including HIPAA special enrollment. If non-COBRA members can change plans at open enrollment, COBRA members may also change plans at open enrollment.

15.2.10 When Continuation Coverage Ends

COBRA coverage will end earlier than the maximum period if:

- a. Any required premiums are not paid in full on time
- b. A member becomes covered under another group dental plan
- c. A member becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA. (However, if the qualifying event is the Group's bankruptcy, the member will not lose COBRA because of entitlement to Medicare benefits)
- d. The Group ceases to provide any group dental plan for its employees
- e. During a disability extension period (section 15.2.7), the disabled member is determined by the Social Security Administration to be no longer disabled (COBRA coverage for all members, not just the disabled member, will end)

COBRA coverage may also be cancelled for any reason the Plan would terminate coverage of a member not receiving COBRA coverage (such as fraud).

Questions about COBRA should be directed to the COBRA Administrator. The COBRA Administrator should be informed of any address changes.

15.3 UNIFORMED SERVICES EMPLOYMENT & REEMPLOYMENT RIGHTS ACT (USERRA)

Coverage will end if a subscriber is called to active duty by any of the armed forces of the United States of America. However, if a subscriber asks to continue coverage under USERRA, coverage can be continued for up to 24 months or the period of uniformed service leave, whichever is shortest, if the subscriber pays any required contributions toward the cost of the coverage during the leave. If the leave is 30 days or less, the contribution rate will be the same as for active

members. If the leave is longer than 30 days, the required contribution will not exceed 102% of the cost of coverage.

If a subscriber does not elect continuation coverage under USERRA or if continuation coverage is terminated or exhausted, coverage will be reinstated on the first day he or she returns to active employment with the Group if released under honorable conditions, but only if he or she returns to active employment:

- a. On the first full business day following completion of military service for a leave of 30 days or less
- b. Within 14 days of completing military service for a leave of 31 to 180 days
- c. Within 90 days of completing military service for a leave of more than 180 days

Regardless of the length of the leave, a reasonable amount of travel time or recovery time for an illness or injury determined by the Veteran's Administration (VA) to be service connected will be allowed.

When coverage under the Plan is reinstated, all plan provisions and limitations will apply to the extent that they would have applied if the subscriber had not taken military leave and coverage had been continuous under the Plan. There will be no additional eligibility waiting period. (This waiver of limitations does not provide coverage for any illness or injury caused or aggravated by military service, as determined by the VA. Complete information regarding rights under USERRA is available from the Group).

15.4 FAMILY AND MEDICAL LEAVE

Subscribers should check with the Group to find out if they qualify for this coverage. If the Group grants a leave of absence under state or federal family and medical leave laws, the following rules will apply:

- a. Affected members will remain eligible for coverage during a family and medical leave.
- b. If members elect not to remain enrolled during a family and medical leave, they will be eligible to re-enroll in the Plan on the date the subscriber returns from leave. To re-enroll, a complete and signed application must be submitted within 60 days of the return to work. All of the terms and conditions of the Plan will resume at the time of re-enrollment as if there had been no lapse in coverage. Any group eligibility waiting period under the Plan will not have to be re-served.
- c. A subscriber's rights under family and medical leave will be governed by applicable state or federal statute and regulations.

15.5 LEAVE OF ABSENCE

A leave of absence is a period off work granted by the Group at a subscriber's request during which he or she is still considered to be employed and is carried on the employment records of the Group. A leave can be granted for any reason acceptable to the Group. If a subscriber is on leave for a family and medical leave-qualifying reason (see section 15.44), he or she remains eligible on the plan only for the period of the family and medical leave. The subscriber may not also continue or extend coverage under this leave of absence provision.

If granted a leave of absence by the Group, a subscriber may continue coverage for up to the amount of times specified by the Group. Premiums must be paid through the Group in order to maintain coverage during a leave of absence.

15.6 STRIKE OR LOCKOUT

If employed under a collective bargaining agreement and involved in a work stoppage because of a strike or lockout, a subscriber may continue coverage for up to 6 months. The subscriber must pay the full premiums, including any part usually paid by the Group, directly to the union or trust, and the union or trust must continue to pay the Group the premiums when due.

Continuation of coverage during a strike or lockout will not occur if:

- a. Fewer than 75% of those normally enrolled choose to continue their coverage
- b. A subscriber accepts full-time employment with another employer
- c. A subscriber otherwise loses eligibility under the Plan

SECTION 16. ERISA

Subscribers are entitled to certain rights and protections if the Plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA). Members should ask the Group if this section is applicable.

16.1 PLAN ADMINISTRATOR AS DEFINED UNDER ERISA

Delta Dental is not the plan administrator or the named fiduciary of the Plan, as defined under ERISA. Contact the Group for more information.

16.2 INFORMATION ABOUT THE PLAN AND BENEFITS

Subscribers may examine, without charge, at the Group's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, collective bargaining agreements (if applicable), updated summary plan description, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (if any). This information can be obtained by written request. The Group may charge a reasonable amount for the copies.

Subscribers are entitled to receive a summary of the Plan's annual financial report, if any is required by ERISA. The Group is required by law to furnish each subscriber with a copy of this summary annual report.

16.3 CONTINUATION OF GROUP DENTAL PLAN COVERAGE

Subscribers are entitled to continue dental care coverage for themselves or their dependents if coverage under the Plan is lost as a result of a qualifying event. Members may have to pay for such coverage. Members should review this handbook and the documents governing the Plan regarding the rules governing continuation coverage rights.

16.4 PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for members, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of members. No one, including the employer or any other person, may fire or discriminate against a subscriber in any way to prevent him or her from obtaining a benefit or exercising rights under ERISA.

16.5 ENFORCEMENT OF RIGHTS

If a claim for benefits is denied or no action is taken, in whole or in part, members have a right to receive an explanation, to obtain without charge copies of documents relating to the decision, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps members can take to enforce these rights. For instance, if a copy of plan documents or the latest annual report is requested from the Group and not received within 30 days, a member may file suit in federal court. In such a case, the court may require the Group to provide the materials and pay the member up to \$110 a day until he or she receives the materials, unless the materials were not sent because of reasons beyond the control of the Group. If a claim for benefits is denied or no action is taken, in whole or in part, a member may file suit in state or federal court after exhausting the appeal process required by the Plan (see section 13.2). In addition, a member who disagrees with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order may file suit in federal court.

If plan fiduciaries misuse the Plan's money, or if a member is discriminated against for asserting his or her rights, the member may seek assistance from U.S. Department of Labor or may file suit in federal court. The court will decide who should pay court costs and legal fees. If the member is successful, the court may order the person who has been sued to pay these costs and fees. If the member loses, the court may order him or her to pay these costs and fees, (e.g., if it finds the claim is frivolous).

16.6 ASSISTANCE WITH QUESTIONS

For questions about this section or a member's rights under ERISA, or for assistance obtaining documents from the Group, members should contact one of the following:

Employee Benefits Security Administration
Seattle District Office
300 Fifth Avenue, Suite 1110
Seattle, Washington 98104
206-757-6781

Office of Outreach, Education and Assistance
US Department of Labor
200 Constitution Avenue N.W.
Washington D.C., 20210
866-444-3272

Information and assistance is also available through their website: dol.gov/agencies/ebsa
Members may obtain publications about their rights and responsibilities under ERISA by calling the Office of Outreach, Education and Assistance.

SECTION 17. DEFINITIONS

Affidavit of Domestic Partnership is a signed document that attests the subscriber and one other eligible person meet the criteria in the affidavit to be unregistered domestic partners.

Alveoloplasty is the surgical shaping of the bone of the upper or the lower jaw. It is performed most commonly in conjunction with the removal of a tooth or multiple teeth to have the gums heal smoothly for the placement of partial denture or denture.

Amalgam is a silver-colored material used in restoring teeth.

Anterior refers to teeth located at the front of the mouth (tooth chart in section 1818).

Bicuspid is a premolar tooth, between the front and back teeth (tooth chart in section 1818).

Bridge is also called a fixed partial denture. A bridge replaces one or more missing teeth using a pontic (false tooth or teeth) permanently attached to the adjacent teeth. Retainer crowns (crowns placed on adjacent teeth) are considered part of the bridge.

Broken A tooth is considered broken when a piece or pieces of the tooth have been completely separated from the rest of the tooth. A tooth with cracks is not considered broken.

Cast Restoration includes crowns, inlays, onlays, and any other restoration to fit a specific member's tooth that is made at a laboratory or dental office and cemented into the tooth.

Coinsurance means the percentages of covered expenses to be paid by a member.

Composite is a tooth-colored material used in restoring teeth.

Cost Sharing is the share of costs a member must pay when receiving a covered service, including deductible, copayments or coinsurance. Cost sharing does not include premiums, balance billing amounts for non-participating providers or the cost of non-covered services.

Covered Service is a service that is specifically described as a benefit of the Plan.

Debridement is the removal of excess plaque. A periodontal 'pre-cleaning' procedure done when there is too much plaque for the dentist to perform an exam.

Deductible is the amount of covered expenses that are paid by a member before benefits are payable by the Plan.

Delta Dental refers to Delta Dental Plan of Oregon. Delta Dental Plan of Oregon is a business name used by Oregon Dental Service, a not-for-profit dental healthcare service contractor. Delta Dental is the claims administrator of the Plan. A reference to Delta Dental as paying claims or issuing benefits means that Delta Dental processes the claim and the Group reimburses Delta Dental for any benefit issued.

Dentally Necessary means services that, in the judgment of Delta Dental:

- a. are established as necessary for the treatment or prevention of a dental injury or disease otherwise covered under the Plan
- b. are appropriate with regard to standards of good dental practice in the service area
- c. have a good prognosis
- d. are the least costly of the alternative supplies or levels of service that can be safely provided. For example, coverage would not be allowed for a crown when a filling would be adequate to restore the tooth appropriately

The fact that a dentist may recommend or approve a service or supply does not, of itself, make the charge a covered expense.

Dentist means a licensed dentist, to the extent that he or she is operating within the scope of his or her license as required under law within the state of practice.

Denture Repair is a procedure done to fix a complete, immediate, or partial denture. This includes adding a tooth to a partial denture, replacing a broken tooth in a denture, or fixing broken framework and/or base.

Dependent means any person who is or may become eligible for coverage under the terms of the Plan because of a relationship to a subscriber.

Domestic Partner refers to a registered domestic partner and an unregistered domestic partner as follows:

- a. **Registered Domestic Partner** means a person joined with the subscriber in a partnership that has been registered under the laws of any federal, state or local government.
- b. **Unregistered Domestic Partner** means a person who has entered into a partnership with the subscriber that meets the criteria in the Group's affidavit of domestic partnership.

Eligible Employee, means an employee or former employee of the Group who meets the eligibility requirements to be enrolled on the Plan (see section 11.1).

Emergency Services means services for a dental condition manifesting itself by acute symptoms of sufficient severity requiring immediate treatment. Includes services to treat the following conditions: acute infection, acute abscess, severe tooth pain, unusual swelling of the face or gums or a knocked out tooth.

The **Group** is Clackamas County, the organization that has contracted with Delta Dental to provide claims and other administrative services. It also means the Plan Sponsor.

Group Health Plan means any plan, fund or program established and maintained by the Group for the purpose of providing healthcare for its employees or their dependents through insurance, reimbursement or otherwise. This dental benefit plan is a group health plan.

Implant is an artificial, permanent tooth root replacement used to replace a missing tooth or teeth. It is surgically placed into the upper or lower jaw bone and supports a single crown, fixed bridge, or partial or full denture.

Implant Abutment is an attachment used to connect an implant and an implant supported prosthetic device.

Implant Supported Prosthetic is a crown, bridge or removable partial or full denture that is supported by or attached to an implant.

Limited Exam is an examination of a specific oral health problem or complaint.

Maximum Plan Allowance (MPA) is the maximum amount that the Plan will reimburse providers. For a participating Delta Dental Premier dentist, the maximum amount is the dentist's filed or contracted fee with Delta Dental. If the database does not contain a fee for a particular procedure in a particular area, the claim is referred to Delta Dental's Dental Consultant who determines a comparable code to the one billed. For non-participating dentists or dental care providers, the maximum amount is based on a non-participating dentist fee schedule. When using a non-participating dentist or dental care provider, any amount above the MPA is the member's responsibility.

Member means a subscriber or dependent of a subscriber who has enrolled for coverage under the terms of the Plan.

Non-participating Dentist or Dental Provider means a licensed dental provider who has not agreed to the terms and conditions established by Delta Dental that participating Delta Dental Premier dentists have agreed to.

Participating Delta Dental Premier Dentist means a licensed dentist who has agreed to provide services in the Delta Dental Premier network in accordance with terms and conditions established by Delta Dental and has satisfied Delta Dental that he or she is in compliance with such terms and conditions.

Periodic Exam is a routine exam (check-up), commonly performed every 6 months.

Periodontal Maintenance is a periodontal procedure for members who have previously been treated for periodontal disease. In addition to cleaning the visible surfaces of the teeth (as in prophylaxis) surfaces below the gum-line are also cleaned. This is a more comprehensive service than a regular cleaning (prophylaxis).

The **Plan** is the dental benefit plan sponsored and funded by the Group and Delta Dental is contracted to provide claims and other administrative services.

Plan Sponsor means the Group.

Pontic is an artificial tooth that replaces a missing tooth and is part of a bridge.

Posterior refers to teeth located toward the back of the mouth (tooth chart in section 1818).

Prophylaxis is cleaning and polishing of all teeth.

Reline means the process of resurfacing the tissue side of a denture with new base material.

Restoration is the treatment that repairs a broken or decayed tooth. Restorations include, but are not limited to, fillings and crowns.

Retainer is a tooth used to support a prosthetic device (bridges, partial dentures or overdentures). Also see **Implant Abutment**.

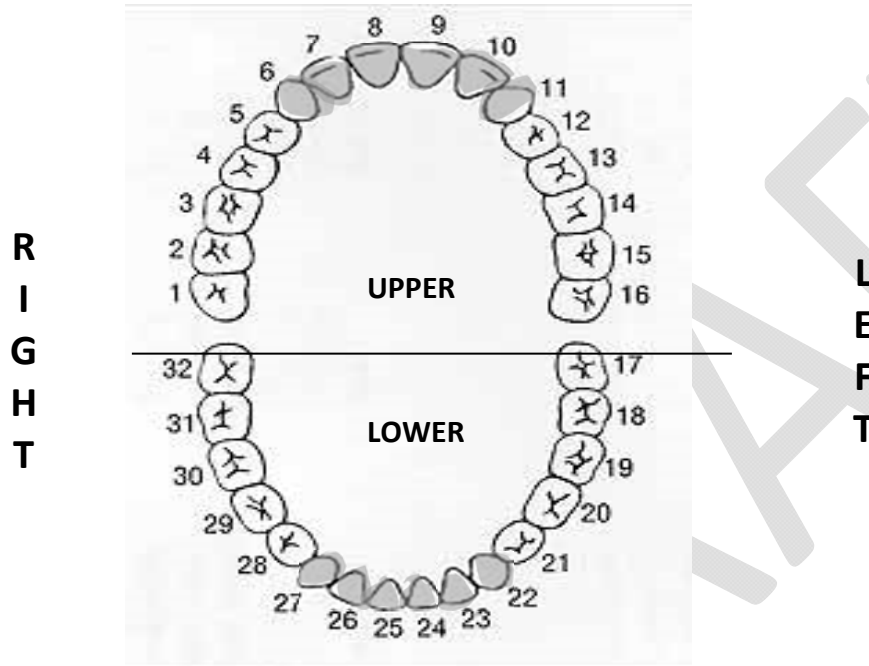
Subscriber means any employee or former employee who is enrolled in the Plan.

Veneer is a layer of tooth-colored material attached to the surface of an anterior tooth to repair chips or cracks, fix gaps and change the shape and size of teeth. A **chairside veneer** is a restoration created in the dentist's office. A **laboratory veneer** is a restoration that is created (cast) at a laboratory. Chairside and laboratory veneers may be paid at different benefit levels.

Waiting Period means the period that must pass before a person is eligible to enroll for benefits under the terms of the Plan.

SECTION 18. TOOTH CHART

The Permanent Arch



Anterior teeth are shaded gray.

The Permanent Arch		
Tooth #		Description of Tooth
Upper	Lower	
1	17	3rd Molar (wisdom tooth)
2	18	2nd Molar (12-yr molar)
3	19	1st Molar (6-yr molar)
4	20	2nd Bicuspid (2nd premolar)
5	21	1st Bicuspid (1st premolar)
6	22	Cuspid (canine/eye tooth)
7	23	Lateral Incisor
8	24	Central Incisor
9	25	Central Incisor
10	26	Lateral Incisor
11	27	Cuspid (canine/eye tooth)
12	28	1st Bicuspid (1st premolar)
13	29	2nd Bicuspid (2nd premolar)
14	30	1st Molar (6-yr molar)
15	31	2nd Molar (12-yr molar)
16	32	3rd Molar (wisdom tooth)

Nondiscrimination notice

We follow federal civil rights laws. We do not discriminate based on race, color, national origin, age, disability, gender identity, sex or sexual orientation.

We provide free services to people with disabilities so that they can communicate with us. These include sign language interpreters and other forms of communication.

If your first language is not English, we will give you free interpretation services and/or materials in other languages.

If you need any of the above, call Customer Service at:

888-374-8906 (TDD/TTY 711)

If you think we did not offer these services or discriminated, you can file a written complaint. Please mail or fax it to:

Delta Dental of Oregon and Alaska
Attention: Appeal Unit
601 SW Second Ave.
Portland, OR 97204
Fax: 503-412-4003

If you need help filing a complaint, please call Customer Service.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights at ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone:

U.S. Department of Health
and Human Services
200 Independence Ave. SW, Room 509F
HHH Building, Washington, DC 20201
800-368-1019, 800-537-7697 (TDD)

You can get Office for Civil Rights complaint forms at hhs.gov/ocr/office/file/index.html.

Dave Nesseler-Cass coordinates our nondiscrimination work:

Dave Nesseler-Cass,
Chief Compliance Officer
601 SW Second Ave.
Portland, OR 97204
855-232-9111
compliance@modahealth.com

ATENCIÓN: Si habla español, hay disponibles servicios de ayuda con el idioma sin costo alguno para usted. Llame al 1-877-605-3229 (TTY: 711).

CHÚ Ý: Nếu bạn nói tiếng Việt, có dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Gọi 1-877-605-3229 (TTY:711)

注意：如果您說中文，可得到免費語言幫助服務。請致電1-877-605-3229（聾啞人專用：711）

주의: 한국어로 무료 언어 지원 서비스를 이용하시려면 다음 연락처로 연락해주시기 바랍니다. 전화 1-877-605-3229 (TTY: 711)

PAUNAWA: Kung nagsasalita ka ng Tagalog, ang mga serbisyong tulong sa wika, ay walang bayad, at magagamit mo. Tumawag sa numerong 1-877-605-3229 (TTY: 711)

تنبيه: إذا كنت تتحدث العربية، فهناك خدمات مساعدة لغوية متاحة لك مجانًا. اتصل برقم (الهاتف النصي: 711) 1-877-605-3229

بولتے ہیں تو سانی (URDU) توجہ دیں: اگر آپ اردو اعانت آپ کے لیے بلا معاوضہ دستیاب ہے۔ پر کال کریں 1-877-605-3229 (TTY: 711)

ВНИМАНИЕ! Если Вы говорите по-русски, воспользуйтесь бесплатной языковой поддержкой. Позвоните по тел. 1-877-605-3229 (текстовый телефон: 711).

ATTENTION : si vous êtes locuteurs francophones, le service d'assistance linguistique gratuit est disponible. Appelez au 1-877-605-3229 (TTY : 711)

توجہ: در صورتی کہ بہ فارسی صحبت می کنید، خدمات ترجمہ بہ صورت رایگان برای شما موجود است. با (TTY: 711) 1-877-605-3229 تماس بگیرید.

ध्यान दें: यदि आप हिंदी बोलते हैं, तो आपको भाषाई सहायता बिना कोई पैसा दिए उपलब्ध है। 1-877-605-3229 पर कॉल करें (TTY: 711)

Achtung: Falls Sie Deutsch sprechen, stehen Ihnen kostenlos Sprachassistentendienste zur Verfügung. Rufen sie 1-877-605-3229 (TTY: 711)

注意：日本語をご希望の方には、日本語サービスを無料で提供しております。1-877-605-3229（TTY、テレタイプライターをご利用の方は711）までお電話ください。

अगत्यन्तु: જો તમે (ભાષાંતર કરેલ ભાષા અહીં દર્શાવી) બોલો છો તો તે ભાષામાં તમારે માટે વિના મૂલ્યે સહાય ઉપલબ્ધ છે. 1-877-605-3229 (TTY: 711) પર કૉલ કરો

ໂບດລາບ: ຖ້າທ່ານເວົ້າພາສາລາວ, ການຊ່ວຍເຫຼືອດ້ານພາສາແມ່ນມີໃຫ້ທ່ານໂດຍບໍ່ເສັຍຄ່າ. ໂທ 1-877-605-3229 (TTY: 711)

УВАГА! Якщо ви говорите українською, для вас доступні безкоштовні консультації рідною мовою. Зателефонуйте 1-877-605-3229 (TTY: 711)

ATENȚIE: Dacă vorbiți limba română, vă punem la dispoziție serviciul de asistență lingvistică în mod gratuit. Sunați la 1-877-605-3229 (TTY 711)

THOV CEEB TOOM: Yog hais tias koj hais lus Hmoob, muaj cov kev pab cuam txhais lus, pub dawb rau koj. Hu rau 1-877-605-3229 (TTY: 711)

ត្រូវចងចាំ៖ បើអ្នកនិយាយភាសាខ្មែរ ហើយត្រូវការសេវាកម្មជំនួយផ្នែកភាសាដោយឥតគិតថ្លៃ គឺមានផ្តល់ជូនលោកអ្នក។ សូមទូរស័ព្ទទៅកាន់លេខ 1-877-605-3229 (TTY: 711)

HUBACHIISA: Yoo afaan Kshtik kan dubbattan ta'e tajaajiloonni gargaarsaa isiniif jira 1-877-605-3229 (TTY:711) tiin bilbilaa.

โปรดทราบ: หากคุณพูดภาษาไทย คุณจะสามารถใช้บริการช่วยเหลือด้านภาษาได้ฟรี โทร 1-877-605-3229 (TTY: 711)

FA'AUTAGIA: Afai e te tautala i le gagana Samoa, o loo avanoa fesoasoani tau gagana mo oe e le totagia. Vala'au i le 1-877-605-3229 (TTY: 711)

IPANGAG: Nu agsasaoka iti Ilocano, sidadaan ti tulong iti lengguahe para kenka nga awan bayadna. Umawag iti 1-877-605-3229 (TTY: 711)

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń: 1-877-605-3229 (obsługa TTY: 711)

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ΕΠΕΞΕΡΓΑΣΙΑ ΔΕΛΤΑ

DeltaORASObk 1-1-2021 (10000174)



Delta Dental of Oregon & Alaska

2021 DRAFT



For help, call us directly at 888-217-2365
(En Español: 877-299-9063)

P.O. Box 40384
Portland, OR 97240

DeltaORASObk 1-1-2021 (10000174)



Oregon Group Dental Plan

Clackamas County
(Peace Officers Association)
Delta Dental Premier Plan

Effective date: January 1, 2021
Group number: 10000174

Delta Dental Plan of Oregon provides dental claims payment services only and does not assume financial risk or obligation with respect to payment of claims.

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SECTION 1. WELCOME

This handbook describes the main features of the Group's dental plan (the "Plan"), but does not waive any of the conditions of the Plan as set out in the Plan Document.

The Plan is self-funded and the Group has contracted with Delta Dental Plan of Oregon (abbreviated as Delta Dental) to provide claims and other administrative services.

Members may direct questions to one of the numbers listed in section 2.1 or access tools and resources on Delta Dental's personalized member website, Member Dashboard, at www.deltadentalor.com. Member Dashboard is available 24 hours a day, 7 days a week allowing members to access plan information whenever it is convenient.

Delta Dental reserves the right to monitor telephone conversations and email communications between its employees and its members for legitimate business purposes as determined by Delta Dental.

The Group may change or replace this handbook at any time without the consent of any member. The most current handbook is available on Member Dashboard, accessed through the Delta Dental website. All plan provisions are governed by the Group's agreement with Delta Dental. This handbook may not contain every plan provision.

SECTION 2. MEMBER RESOURCES

2.1 CONTACT INFORMATION

Delta Dental Website (log in to Member Dashboard)

www.DeltaDentalOR.com

Includes many helpful features, such as Find Care (use to find a participating dentist)

Dental Customer Service Department

Toll-free 888-217-2365

En Español 877-299-9063

Telecommunications Relay Service for the hearing impaired

711

Delta Dental

P.O. Box 40384

Portland, Oregon 97240

2.2 MEMBERSHIP CARD

After enrolling, members will receive ID (identification) cards that will include the group and identification numbers. Members will need to present the card each time they receive services. Members may go to Member Dashboard or contact Customer Service for replacement of a lost ID card.

2.3 NETWORK

See Network Information (section 3.1) for details about how networks work.

Dental network

Delta Dental Premier Network

2.4 OTHER RESOURCES

Additional member resources providing general information about the Plan can be found in section 11 and section 13.

SECTION 3. USING THE PLAN

For questions about the Plan, members should contact Customer Service. This handbook describes the benefits of the Plan. It is the member's responsibility to review this handbook carefully and to be aware of the Plan's limitations and exclusions.

At a first appointment, members should tell the dentist that they have dental benefits administered by Delta Dental. Members will need to provide their subscriber identification number and Delta Dental group number to the dentist. These numbers are located on the ID card.

3.1 NETWORK INFORMATION

Delta Dental plans are easy to use and cost effective. If members choose a participating Delta Dental Premier dentist from the Delta Dental Premier Dental Directory (available on Member Dashboard by using Find Care), all of the paperwork takes place between Delta Dental and the dentist's office. 89% of all licensed dentists in Oregon are participating Delta Dental Premier dentists. For members outside Oregon, Delta Dental's national affiliation with Delta Dental Plans Association provides offices and/or contacts in every state. Also, dental claims incurred any place in the world may be processed in Oregon.

Members needing dental care may go to any dental office. However, there are differences in reimbursement by the Plan for participating Delta Dental Premier dentists and non-participating dentists or dental care providers. While a member may choose the services of any dentist, Delta Dental does not guarantee the availability of any particular dentist.

3.1.1 Non-Participating Dentists

Payment to a non-participating dentist or dental care provider is paid at the applicable coinsurance and is limited to the non-participating dentist fee schedule. The allowable fee in states other than Oregon will be that state's Delta Affiliate's non-participating dentist allowance. The member may have to pay the difference between the maximum allowed amount and the billed charge.

3.2 PREDETERMINATION OF BENEFITS

For expensive treatment plans, Delta Dental provides a predetermination service. The dentist may submit a predetermination request to get an estimate of what the Plan would pay. The predetermination will be processed according to the Plan's current benefits and returned to the dentist. The member and his or her dentist should review the information before beginning treatment.

SECTION 4. DEFINITIONS

Affidavit of Domestic Partnership is a signed document that attests the subscriber and one other eligible person meet the criteria in the affidavit to be unregistered domestic partners.

Alveoloplasty is the surgical shaping of the bone of the upper or the lower jaw. It is performed most commonly in conjunction with the removal of a tooth or multiple teeth to have the gums heal smoothly for the placement of partial denture or denture.

Amalgam is a silver-colored material used in restoring teeth.

Anterior refers to teeth located at the front of the mouth (tooth chart in section 13).

Bicuspid is a premolar tooth, between the front and back teeth (tooth chart in section 13).

Bridge is also called a fixed partial denture. A bridge replaces one or more missing teeth using a pontic (false tooth or teeth) permanently attached to the adjacent teeth. Retainer crowns (crowns placed on adjacent teeth) are considered part of the bridge.

Broken A tooth is considered broken when a piece or pieces of the tooth have been completely separated from the rest of the tooth. A tooth with cracks is not considered broken.

Cast Restoration includes crowns, inlays, onlays, and any other restoration to fit a specific member's tooth that is made at a laboratory or dental office and cemented into the tooth.

Coinsurance means the percentages of covered expenses to be paid by a member.

Composite is a tooth-colored material used in restoring teeth.

Cost Sharing is the share of costs a member must pay when receiving a covered service, including deductible, copayments or coinsurance. Cost sharing does not include premiums, balance billing amounts for non-participating providers or the cost of non-covered services.

Covered Service is a service that is specifically described as a benefit of the Plan.

Debridement is the removal of excess plaque. A periodontal 'pre-cleaning' procedure done when there is too much plaque for the dentist to perform an exam.

Deductible is the amount of covered expenses that are paid by a member before benefits are payable by the Plan.

Delta Dental refers to Delta Dental Plan of Oregon. Delta Dental Plan of Oregon is a business name used by Oregon Dental Service, a not-for-profit dental healthcare service contractor. Delta Dental is the claims administrator of the Plan. A reference to Delta Dental as paying claims or issuing benefits means that Delta Dental processes the claim and the Group reimburses Delta Dental for any benefit issued.

Dentally Necessary means services that, in the judgment of Delta Dental:

- a. are established as necessary for the treatment or prevention of a dental injury or disease otherwise covered under the Plan
- b. are appropriate with regard to standards of good dental practice in the service area
- c. have a good prognosis
- d. are the least costly of the alternative supplies or levels of service that can be safely provided. For example, coverage would not be allowed for a crown when a filling would be adequate to restore the tooth appropriately

The fact that a dentist may recommend or approve a service or supply does not, of itself, make the charge a covered expense.

Dentist means a licensed dentist, to the extent that he or she is operating within the scope of his or her license as required under law within the state of practice.

Denture Repair is a procedure done to fix a complete, immediate, or partial denture. This includes adding a tooth to a partial denture, replacing a broken tooth in a denture, or fixing broken framework and/or base.

Dependent means any person who is or may become eligible for coverage under the terms of the Plan because of a relationship to a subscriber.

Domestic Partner refers to a registered domestic partner and an unregistered domestic partner as follows:

- a. **Registered Domestic Partner** means a person joined with the subscriber in a partnership that has been registered under the laws of any federal, state or local government.
- b. **Unregistered Domestic Partner** means a person who has entered into a partnership with the subscriber that meets the criteria in the Group's affidavit of domestic partnership.

Eligible Employee, means an employee or former employee of the Group who meets the eligibility requirements to be enrolled on the Plan (see section 8.1).

Emergency Services means services for a dental condition manifesting itself by acute symptoms of sufficient severity requiring immediate treatment. Includes services to treat the following conditions: acute infection, acute abscess, severe tooth pain, unusual swelling of the face or gums or a knocked out tooth.

The **Group** is Clackamas County, the organization that has contracted with Delta Dental to provide claims and other administrative services. It also means the Plan Sponsor.

Group Health Plan means any plan, fund or program established and maintained by the Group for the purpose of providing healthcare for its employees or their dependents through insurance, reimbursement or otherwise. This dental benefit plan is a group health plan.

Implant is an artificial, permanent tooth root replacement used to replace a missing tooth or teeth. It is surgically placed into the upper or lower jaw bone and supports a single crown, fixed bridge, or partial or full denture.

Implant Abutment is an attachment used to connect an implant and an implant supported prosthetic device.

Implant Supported Prosthetic is a crown, bridge or removable partial or full denture that is supported by or attached to an implant.

Limited Exam is an examination of a specific oral health problem or complaint.

Maximum Plan Allowance (MPA) is the maximum amount that the Plan will reimburse providers. For a participating Delta Dental Premier dentist, the maximum amount is the dentist's filed or contracted fee with Delta Dental. If the database does not contain a fee for a particular procedure in a particular area, the claim is referred to Delta Dental's Dental Consultant who determines a comparable code to the one billed. For non-participating dentists or dental care providers, the maximum amount is based on a non-participating dentist fee schedule. When using a non-participating dentist or dental care provider, any amount above the MPA is the member's responsibility.

Member means a subscriber or dependent of a subscriber who has enrolled for coverage under the terms of the Plan.

Non-participating Dentist or Dental Provider means a licensed dental provider who has not agreed to the terms and conditions established by Delta Dental that participating Delta Dental Premier dentists have agreed to.

Participating Delta Dental Premier Dentist means a licensed dentist who has agreed to provide services in the Delta Dental Premier network in accordance with terms and conditions established by Delta Dental and has satisfied Delta Dental that he or she is in compliance with such terms and conditions.

Periodic Exam is a routine exam (check-up), commonly performed every 6 months.

Periodontal Maintenance is a periodontal procedure for members who have previously been treated for periodontal disease. In addition to cleaning the visible surfaces of the teeth (as in prophylaxis) surfaces below the gum-line are also cleaned. This is a more comprehensive service than a regular cleaning (prophylaxis).

The **Plan** is the dental benefit plan sponsored and funded by the Group and Delta Dental is contracted to provide claims and other administrative services.

Plan Sponsor means the Group.

Pontic is an artificial tooth that replaces a missing tooth and is part of a bridge.

Posterior refers to teeth located toward the back of the mouth (tooth chart in section 13).

Prophylaxis is cleaning and polishing of all teeth.

Reline means the process of resurfacing the tissue side of a denture with new base material.

Restoration is the treatment that repairs a broken or decayed tooth. Restorations include, but are not limited to, fillings and crowns.

Retainer is a tooth used to support a prosthetic device (bridges, partial dentures or overdentures). Also see **Implant Abutment**.

Subscriber means any employee or former employee who is enrolled in the Plan.

Veneer is a layer of tooth-colored material attached to the surface of an anterior tooth to repair chips or cracks, fix gaps and change the shape and size of teeth. A **chairside veneer** is a restoration created in the dentist's office. A **laboratory veneer** is a restoration that is created (cast) at a laboratory. Chairside and laboratory veneers may be paid at different benefit levels.

Waiting Period means the period that must pass before a person is eligible to enroll for benefits under the terms of the Plan.

SECTION 5. BENEFITS AND LIMITATIONS

The Plan covers the services listed when performed by a dentist or dental care provider (licensed dentist or licensed hygienist), and only when determined to be necessary and customary by the standards of generally accepted dental practice for the prevention or treatment of oral disease or for accidental injury (accidental injury coverage is secondary to medical). Delta Dental's dental consultants and dental director shall determine these standards.

Payment of covered expenses is always limited to the maximum plan allowance. In no case will benefits be paid for services provided beyond the scope of a dentist's or dental care provider's license, certificate or registration. Services covered under the medical portion of a member's plan will not be covered on this Plan except when related to an accident.

Covered dental services are outlined in 4 classes that start with preventive care and advance into basic and major dental procedures. Limitations may apply to these services, and are noted below. See section 77 for exclusions.

All annual or per year benefits or cost sharing accrue based on a calendar year (January 1 through December 31) or portion thereof. Frequency limitations are calculated from the previous date of service or initial placement, unless otherwise specified.

Deductible: \$0

Annual maximum plan payment limit: \$1,500

Per member per year, or portion thereof.

All covered services except and orthodontia apply to the annual maximum plan payment limit.

Members are responsible for expenses that exceed the annual maximum plan payment limit.

5.1 CLASS I

COVERED SERVICES PAID AT 70% OF THE MAXIMUM PLAN ALLOWANCE IN THE FIRST YEAR A MEMBER IS COVERED

Payment increases by 10% each successive year. To qualify for this increase, the member must visit the dentist at least once during the year. Failure to do so will cause a 10% reduction in payment for the next year, although payment will never drop below the starting percentage.

Class I services will be paid at 100% at the end of 3 years, assuming at least one visit to the dentist each of these years.

5.1.1 Diagnostic

a. Diagnostic Services:

- i. Examination
- ii. Intra-oral x-rays to assist in determining required dental treatment.

b. Diagnostic Limitations:

- i. Periodic (routine) or comprehensive examinations or consultations are covered twice per year
- ii. Limited examinations or re-evaluations are covered twice per year
- iii. A separate charge for teledentistry is not covered. Teledentistry is included in the fees for overall patient management.
- iv. Complete series x-rays or a panoramic film is covered once in any 5-year period
- v. Supplementary bitewing x-rays are covered once in any 12-month period
- vi. Separate charges for review of a proposed treatment plan or for diagnostic aids such as study models and certain lab tests are not covered
- vii. Only the following x-rays are covered by the Plan: complete series or panoramic, periapical, occlusal, and bitewing

5.1.2 Preventive

a. Preventive Services:

- i. Prophylaxis (cleanings)
- ii. Periodontal maintenance
- iii. Topical application of fluoride
- iv. Interim caries arresting medicament application
- v. Sealants
- vi. Space maintainers

b. Preventive Limitations:

- i. Prophylaxis (cleaning) or periodontal maintenance is covered twice per year.† Additional periodontal maintenance is covered for members with periodontal disease. See section 8.2.4 for more information.
- ii. Adult prophylaxis is only covered for members age 12 and over. Child prophylaxis is covered for members under age 12.
- iii. Topical application of fluoride is covered twice per year for members under age 19. For members age 19 and over, topical application of fluoride is covered twice per year if there is recent history of periodontal surgery or high risk of decay due to medical disease or chemotherapy or similar type of treatment (poor diet or oral hygiene does not constitute a medical disease).
- iv. Interim caries arresting medicament application is covered twice per tooth per year.
- v. Sealant benefits are limited to the unrestored occlusal surfaces of permanent molars. Benefits will be limited to one sealant per tooth during any 5-year period.
- vi. Space maintainers are a benefit once per space. Space maintainers for primary anterior teeth or missing permanent teeth are not covered.

†Additional cleaning benefit is available for members with diabetes and members in their third trimester of pregnancy. To be eligible for this additional benefit, members must be enrolled in the Oral Health, Total Health program (see section 6.1).

5.2 CLASS II

COVERED SERVICES PAID AT 70% OF THE MAXIMUM PLAN ALLOWANCE IN THE FIRST YEAR A MEMBER IS COVERED

Payment increases by 10% each successive year. To qualify for this increase, the member must visit the dentist at least once during the year. Failure to do so will cause a 10% reduction in payment for the next year, although payment will never drop below the starting percentage.

Class II services will be paid at 100% at the end of 3 years, assuming at least one visit to the dentist each of these years.

5.2.1 Restorative

a. Restorative Services:

- i. Amalgam fillings and composite fillings for the treatment of decay
- ii. Stainless steel crowns

b. Restorative Limitations:

- i. Inlays are considered an optional service. An alternate benefit of a composite filling will be provided.
- ii. Crown buildups are considered to be included in the crown restoration cost. A buildup will be a benefit only if necessary for tooth retention.
- iii. Replacement of a stainless steel crown by the same dentist within a 2-year period of placement is not covered. The replacement is included in the charge for the original crown.
- iv. Additional limitations when teeth are restored with crowns or cast restorations are in section 5.3.1.
- v. A separate charge for general anesthesia and/or IV sedation when in conjunction with non-surgical procedures is not covered, except as provided in section 5.2.5

5.2.2 Oral Surgery

a. Oral Surgery Services:

- i. Extractions (including surgical)
- ii. Other minor surgical procedures

b. Oral Surgery Limitations:

- i. A separate, additional charge for alveoplasty done in conjunction with surgical removal of teeth is not covered.
- ii. Surgery on larger lesions or malignant lesions is not considered minor surgery.
- iii. A separate charge for post-operative care done within 30 days following an oral surgery is not covered. Post-operative care is included in the charge of the original surgery.
- iv. Brush biopsy is covered twice per year. Benefits are limited to the sample collection and do not include coverage for pathology (lab) services.

5.2.3 Endodontic

a. Endodontic Services:

- i. Procedures for treatment of teeth with diseased or damaged nerves (for example, pulpal therapy and root canal filling).

b. Endodontic Limitations:

- i. A separate charge for cultures is not covered.
- ii. A separate charge for pulp removal done with a root canal or root repair is not covered.
- iii. A separate charge for pulp capping is not covered. Pulp capping is considered to be included in the fee for the final restoration. Retreatment of the same tooth by the same dentist within a 2-year period of a root canal is not eligible for additional coverage. The retreatment is included in the charge for the original care.

5.2.4 Periodontic

a. Periodontic Services:

- i. Treatment of diseases of the gums and supporting structures of the teeth and/or implants.

b. Periodontic Limitations:

- i. Periodontal scaling and root planing is limited to once every 6 months.
- ii. Periodontal maintenance is covered under Class I, Preventive.
- iii. A separate charge for post-operative care done within 6 months following periodontal surgery is not covered.
- iv. Osseous surgery is covered for a maximum of 2 quadrants per visit.
- v. Additional periodontal surgical procedures by the same dentist to the same site within a 3-year period of an initial periodontal surgery are not covered.
- vi. Full mouth debridement is limited to once in a 2-year period and, if the member is age 19 or older, only if there has been no cleaning (prophylaxis, periodontal maintenance) within a 2-year period.

5.2.5 Anesthesia Services

a. General anesthesia or IV sedation

Covered only:

- i. In conjunction with covered surgical procedures performed in a dental office
- ii. When necessary due to concurrent medical conditions

5.3 CLASS III

COVERED SERVICES PAID AT 70% OF THE MAXIMUM PLAN ALLOWANCE IN THE FIRST YEAR A MEMBER IS COVERED

Payment increases by 10% each successive year. To qualify for this increase, the member must visit the dentist at least once during the year. Failure to do so will cause a 10% reduction in payment for the next year, although payment will never drop below the starting percentage.

Class III services will be paid at 100% at the end of 3 years, assuming at least one visit to the dentist each of these years.

5.3.1 Restorative

a. Restorative Services:

- i. Cast restorations, such as crowns*, onlays or lab veneers, necessary to restore decayed or broken teeth to a state of functional acceptability.

b. Restorative Limitations:

- i. Cast restorations (including pontics) are covered once in a 7-year period on any tooth. See 5.2.1 for limitations on buildups.
- ii. Crowns for patients under age 16 are not covered. However, crowns for patients under age 16 may be covered upon review for medical necessity.
- iii. Porcelain restorations are considered cosmetic dentistry if placed on the upper second or third molars or the lower first, second or third molars. Coverage is limited to gold without porcelain, and the member is responsible for paying the difference.
- iv. If a tooth can be restored by an amalgam or composite filling, but another type of restoration is selected by the member or dentist, covered expense will be limited to a composite. Crowns are only a benefit if the tooth cannot be restored by a routine filling.
- v. Re-cement or re-bond of a crown, inlay, or veneer, by the same dentist, is limited to once per lifetime.

* **Note:** Crowns are covered at 70% under the Preventive Plan.

5.4 CLASS IV

COVERED SERVICES PAID AT 50% OF THE MAXIMUM PLAN ALLOWANCE

There is no 10% increase provision.

5.4.1 Prosthodontic

a. Prosthodontic Services:

- i. Bridges
- ii. Partial and complete dentures
- iii. Denture relines
- iv. Repair of an existing prosthetic device
- v. Implants and implant maintenance
- vi. Surgical stent in conjunction with a covered surgical procedure

b. Prosthodontic Limitations:

- i. A bridge or a full or partial denture will be covered once in a 7-year period and only if the tooth, tooth site, or teeth involved have not received a cast restoration benefit in the last 7 years.

- ii. Full, immediate and overdentures: If personalized or specialized techniques are used, the covered amount will be limited to the cost for a standard full denture. Temporary (interim or provisional) complete dentures are not covered.
- iii. Partial dentures: A temporary (interim) partial denture is only a benefit when placed within 2 months of the extraction of an anterior tooth or for missing anterior permanent teeth of members age 16 or under. If a specialized or precision device is used, covered expense will be limited to the cost of a standard cast partial denture. No payment is provided for cast restorations for partial denture retainer teeth unless the tooth requires a cast restoration due to being decayed or broken.
- iv. Denture adjustments, repairs, and relines: A separate, additional charge for denture adjustments, repairs, and relines done within 6 months after the initial placement is not covered. Subsequent relines are covered once per denture in a 12-month period. Subsequent adjustments are limited to 2 adjustments per denture in a 12-month period.
- v. Tissue conditioning is covered no more than twice per denture in a 3-year period.
- vi. Surgical placement and removal of implants are covered. Implant placement and implant removal are limited to once per lifetime per tooth space. Scaling and debridement of an implant is covered once in a 2-year period. Implant maintenance is limited to once every 3 years, except when dentally necessary. The Plan will also cover:
 - A. The final crown and implant abutment over a single implant. This benefit is limited to once per tooth or tooth space over the lifetime of the implant; or
 - B. Provide an alternate benefit per arch of a full or partial denture for the final implant-supported full or partial denture prosthetic device when the implant is placed to support a prosthetic device. The frequency limitation for prosthetic devices will apply to this alternate benefit (once in any 7-year period); or
 - C. The final implant-supported bridge retainer and implant abutment, or pontic. The benefit is limited to once per tooth or tooth space over the lifetime of the implant.
 - D. Implant-supported bridges are not covered if 1 or more of the retainers is supported by a natural tooth.
 - E. These benefits or alternate benefits are not provided if the tooth, implant, or tooth space received a cast restoration or prosthodontic benefit, including a pontic, within the previous 7 years.
- vii. Fixed bridges or removable cast partial dentures are not covered for members under age 16.
- viii. Porcelain restorations are considered cosmetic if placed on the upper second or third molars or the lower first, second, or third molars. Coverage is limited to a corresponding metallic prosthetic. The member is responsible for paying the difference.

5.4.2 Other

a. Other Services:

- i. Athletic mouthguard
- ii. Orthodontia for correcting maloccluded teeth when necessity is established through an in-person clinical examination of the member

b. Other Limitations:

- i. An athletic mouthguard is covered once in any 12-month period for members age 15 and under and once in any 2-year period for age 16 and over. These time periods are calculated from the previous date of service. Over-the-counter athletic mouthguards are excluded.
- ii. Orthodontia is covered only for children. Treatment must begin prior to their 17th birthday.
- iii. Lifetime maximum of \$3,000 per member for orthodontic services. This maximum is not included in the annual maximum plan payment limit. Any deductible is waived.
- iv. Pre-orthodontic treatment exam is part of the comprehensive orthodontic treatment plan.
- v. Self-administered orthodontics are not covered.
- vi. Payment for orthodontia will end when treatment stops for any reason prior to completion, or upon termination of eligibility or of the Plan. If treatment began before the member was eligible under the Plan, the Plan will base its obligation on the balance of the dentist's normal payment pattern. The orthodontic maximum will apply to this amount.
- vii. Repair or replacement of an appliance furnished under the Plan is not covered
- viii. A separate charge for a retainer, or the repair or replacement of an appliance furnished under the Plan is not covered
- ix. A separate charge for translation or sign language service is not covered. Translation or sign language service is included in the fees for overall patient management.

5.5 GENERAL LIMITATION – OPTIONAL SERVICES

If a more expensive treatment than is functionally adequate is performed, the Plan will pay the applicable percentage of the maximum plan allowance for the least costly treatment. The member will be responsible for the remainder of the dentist's fee.

SECTION 6. ORAL HEALTH, TOTAL HEALTH BENEFITS

Visiting a dentist on a regular basis and keeping the mouth healthy is critical to keeping the rest of the body healthy. Studies have shown a relationship between periodontal disease, bacteria in the mouth, and various health problems including pre-term, low birth weight babies and diabetes.

6.1 ORAL HEALTH, TOTAL HEALTH BENEFITS

The Plan has a program that provides additional cleanings (prophylaxis or periodontal maintenance) for members based on this evidence. This benefit is for the cleaning only. Coverage for a routine exam and other services is subject to the frequency limitations outlined in 0.

6.1.1 Diabetes

For members with diabetes, elevated blood sugar levels can have a negative effect on oral health. Diabetes increases the risk of cavities, gum disease, tooth loss, dry mouth and infection. Poor oral health can make diabetes more difficult to manage. Infections may cause blood sugar to rise and require more insulin to keep it under control. Research confirms that regular visits to the dentist may help in the diagnosis and management of diabetes.

Diabetic members are eligible for a total of 4 cleanings per year.

6.1.2 Pregnancy

Keeping the mouth healthy during a pregnancy is important for a member and the baby. According to the American Dental Association, pregnant women who have periodontal (gum) disease are more likely to have a baby that is born too early and too small.

Research suggests that periodontal disease triggers increased levels of biological fluids that induce labor. Data also suggests that women whose periodontal condition worsens during pregnancy have an even higher risk of having a premature baby. Dental visits during a woman's third trimester of pregnancy may help prevent pre-term, low birth weight babies.

Members should talk to their dentist about scheduling a routine cleaning or periodontal maintenance during the third trimester of pregnancy. Pregnant members are eligible for a cleaning in the third trimester of pregnancy regardless of when they had a previous cleaning.

6.2 HOW TO ENROLL

Enrolling in the Oral Health, Total Health program is easy. To enroll, a member can contact Customer Service or complete and return the Oral Health, Total Health enrollment form found on Member Dashboard. Members with diabetes must include proof of diagnosis.

SECTION 7. EXCLUSIONS

In addition to the limitations and exclusions described elsewhere in the Plan, the following services, procedures and conditions are not covered, even if otherwise dentally necessary, if they relate to a condition that is otherwise covered by the Plan, or if recommended, referred or provided by a dentist or dental care provider.

Analgesics

Substances used for the purpose of pain relief

Anesthesia or Sedation

Local anesthetics, nitrous oxide, general anesthesia and/or IV sedation except as stated in section 5.2.5

Behavior Management

Additional services, time or assistance to control the actions of a member

Benefits Not Stated

Services or supplies not specifically described in this handbook as covered services

Congenital or Developmental Malformations

Including treatment of cleft palate, maxillary and/or mandibular (upper and lower jaw) malformations, enamel hypoplasia and fluorosis (discoloration of teeth).

Coping

A thin covering over the visible part of a tooth, usually without anatomic conformity

Cosmetic Services

Services and supplies for the primary purpose of improving or changing appearance, such as tooth bleaching and enamel microabrasion

Duplication and Interpretation of X-rays or Records

Experimental or Investigational Procedures

Including expenses incidental to or incurred as a direct consequence of such procedures

Facility Fees

Including additional fees charged by the dentist for hospital, extended care facility or home care treatment

Gnathologic Recordings

Services to observe the relationship of opposing teeth, including occlusion analysis

Hypnosis

Illegal Acts

Services and supplies for treatment of an injury or condition caused by or arising directly from a member's illegal act. This includes any expense caused by or arising out of illegal acts related to riot, declared or undeclared war, including civil war, martial law, insurrection, revolution,

invasion, bombardment or any use of military force or usurped power by any government, military or other authority.

Inmates

Services and supplies a member receives while in the custody of any state or federal law enforcement authorities or while in jail or prison

Instructions or Training

Including tobacco cessation counseling, plaque control and oral hygiene or dietary instruction

Localized Delivery of Antimicrobial Agents

Time released antibiotics to remove bacteria from below the gumline

Maxillofacial Prosthetics

Except for surgical stents as stated in section 5.4.1

Medications

Missed Appointment Charges

Never Events

Services and supplies related to never events. These are events that should never happen while receiving services in a dental office, including removing a non-diseased tooth structure or performing a procedure on the wrong patient or wrong tooth.

Orthodontia

Except as provided for children

Over the Counter

Including over the counter occlusal guards and athletic mouthguards

Periodontal Charting

Measuring and recording the space between a tooth and the gum tissue

Precision Attachments

Devices to stabilize or retain a prosthesis when seated in the mouth

Rebuilding or Maintaining Chewing Surface; Stabilizing Teeth

Including services only to prevent wear or protect worn or cracked teeth, except athletic mouthguards as provided in 5.4.2. Excluded services include increasing vertical dimension, equilibration, nightguards (occlusal guards) and periodontal splinting.

Self-Treatment

Services provided by a member to herself or himself

Service Related Conditions

Treatment of any condition caused by or arising out of a member's service in the armed forces of any country or as a military contractor or from an insurrection or war, unless not covered by the member's military or veterans coverage.

Services on Tongue, Lip, or Cheek

Services Otherwise Available

Including those services or supplies:

- a. compensable under workers' compensation or employer's liability laws
- b. provided by any city, county, state or federal law, except for Medicaid coverage
- c. provided without cost to the member by any municipality, county or other political subdivision or community agency, except to the extent that such payments are insufficient to pay for the applicable covered dental services provided under the Plan
- d. provided under separate contracts that are used to provide coordinated coverage for covered persons in a group and are considered parts of the same plan

Taxes

Third Party Liability Claims

Services and supplies for treatment of illness or injury for which a third party is or may be responsible, to the extent of any recovery received from or on behalf of the third party (see section 10.3.2)

TMJ

Treatment of any disturbance of the temporomandibular joint (TMJ)

Treatment After Coverage Ends

The only exception is for Class III services that were ordered and fitted while still eligible, and then only if such items are cemented within 31 days after a member's eligibility ends. This exception is not applicable if the Group transfers its plan to another carrier.

Treatment Before Coverage Begins

Treatment Not Dentally Necessary

Including services:

- a. not established as necessary for the treatment or prevention of a dental injury or disease otherwise covered under the Plan
- b. that are inappropriate with regard to standards of good dental practice
- c. with poor prognosis

Treatment of Closed Fractures

SECTION 8. ELIGIBILITY

The date a person becomes eligible may be different than the date coverage begins (see section 9.5).

8.1 SUBSCRIBER

A person is eligible to enroll in the Plan if he or she:

- a. is a permanent documented full time or part time employee, an employee in a job share position, a non-represented job share employee with benefit dollar allowance, or a retiree of Clackamas County
- b. works for the Group on a regularly scheduled basis working the minimum number of hours per week required for that job position;
- c. is not a seasonal, substitute, or temporary employee, or an agent, consultant, or independent contractor or leased worker
- d. is paid on a regular basis through the payroll system, has federal taxes deducted from such pay, and is reported to Social Security
- e. satisfies any orientation and/or eligibility waiting period

Subscribers are eligible to remain enrolled if they are on an approved leave of absence under state or federal family and medical leave laws. Members should check with the Group's benefits manager to find out whether they qualify for this provision.

8.2 DEPENDENTS

A subscriber's legal spouse or domestic partner is eligible for coverage. A subscriber's children are eligible until their 26th birthday. Children eligible due to a court or administrative order are also subject to the Plan's child age limit. Foster children are eligible only while legally a foster child.

For purposes of determining eligibility, the following are considered children:

- a. The biological, adopted or foster child of a subscriber or a subscriber's eligible spouse or domestic partner
- b. Children placed for adoption with a subscriber. Adoption paperwork must be provided
- c. A newborn child of an enrolled dependent for the first 31 days of the newborn's life
- d. Children related to a subscriber by blood or marriage for whom the subscriber is the legal guardian. A court order showing legal guardianship must be provided

A subscriber's child who has sustained a disability making him or her physically or mentally incapable of self-support at even a sedentary level may be eligible for coverage even though he or she is over 26 years old. To be eligible, the child must be unmarried and principally dependent on the subscriber for support and have had continuous dental coverage. The incapacity must have started, and the information below must be received, before the child's 26th birthday. Social Security Disability status does not guarantee coverage under this provision. The Plan will determine eligibility based on commonly accepted guidelines. To avoid a break in coverage, it is recommended that the following information be submitted to Delta Dental at least 45 days before the child's 26th birthday:

- a. Recent medical or psychiatric progress notes and evaluations, referrals or consult notes
- b. Relevant test results (e.g., lab, imaging, neuro-psychiatric testing, etc.)
- c. Relevant recent hospitalization records (e.g., history and physical, discharge summary) if applicable
- d. Disability information from prior carrier

The Plan will make an eligibility determination based on documentation of the child's medical condition. Periodic review by Delta Dental will be required on an ongoing basis except in cases where the disability is certified to be permanent.

8.3 QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)

The Plan will cover a child of an eligible employee who has a right to enrollment due to a qualified medical child support order (QMCSO). The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. A copy of such procedures is available from the Group without charge.

The child's coverage under the Plan will be effective as of the first day of the month following the date that the Group determines that the applicable order qualifies as a QMCSO and that the child is eligible for enrollment in the Plan.

8.4 NEW DEPENDENTS

A new dependent may cause a premium increase. Premiums will be adjusted accordingly and will apply from the date coverage is effective.

If a subscriber marries or registers a domestic partnership, the spouse or domestic partner and his or her children are eligible to enroll as of the date of the marriage or registration.

If a subscriber files an Affidavit of Domestic Partnership with the Group, the domestic partner and his or her children are eligible for coverage.

A member's newborn child is eligible from birth. A subscriber's adopted child, or child placed for adoption or as a foster child is eligible on the date of placement. To enroll a new child, an online enrollment application must be submitted. The application and payment must be submitted within 31 days. If the application and payment is not received timely, the child will not be covered. Proof of legal guardianship will be required for coverage of a grandchild beyond the first 31 days from birth.

SECTION 9. ENROLLMENT

9.1 ENROLLING ELIGIBLE EMPLOYEES

Application for coverage may be submitted online for the eligible employee and any dependents to be enrolled must be filed with the Group within 15 days of becoming eligible to apply for coverage. Eligible employees can apply on the date of hire or the end of any required waiting period.

The subscriber must notify the Group of any change of address.

9.2 ENROLLING NEW DEPENDENTS

To enroll a new dependent, just complete the online enrollment application with the Group within 60 days of their eligibility. The subscriber must notify Delta Dental if family members are added or dropped from coverage, even if it does not affect premiums.

9.3 OPEN ENROLLMENT

If an eligible employee and/or any eligible dependents are not enrolled within 15 days of first becoming eligible, they must wait for the next open enrollment period to enroll unless:

- a. The person qualifies for special enrollment as described in section 8.4
- b. A court has ordered that coverage be provided for a spouse or minor child under a subscriber's insurance plan and a request for enrollment is made within 30 days after the court order is issued

Open enrollment occurs once a year at renewal.

9.4 SPECIAL ENROLLMENT RIGHTS

The special enrollment rights described in sections 9.4.1 and 9.4.2 apply:

- a. To an eligible employee who loses other coverage or becomes eligible for a premium assistance subsidy
- b. To a subscriber's dependent who loses other coverage or becomes eligible for a premium assistance subsidy
- c. To both the eligible employee and his or her dependent if neither is enrolled under the Plan, and either loses other coverage or becomes eligible for a premium assistance subsidy

To enroll, an eligible employee must submit a complete and signed application and supporting documentation within the required timeframe.

9.4.1 Loss of Other Coverage

If coverage is declined when initially eligible or at an open enrollment period because of other dental coverage, an eligible employee or any dependents may enroll in the Plan outside of the open enrollment period if the following criteria are met:

- a. He or she was covered under a group dental plan or had dental coverage at the time coverage was previously offered
- b. He or she stated in writing at such time that coverage under a group dental plan or dental coverage was the reason enrollment was declined
- c. He or she requests such enrollment not later than 60 days after the previous coverage ended
- d. One of the following events has occurred:
 - i. His or her prior coverage was under a COBRA continuation provision and the coverage under such provision was exhausted
 - ii. His or her prior coverage ended as a result of loss of eligibility for the coverage. Examples of when coverage under a plan may be lost include:
 - A. legal separation or divorce
 - B. loss of dependent status per plan terms
 - C. death
 - D. end of employment or reduction in the number of hours of employment
 - E. reaching the lifetime maximum on all benefits
 - F. the plan stops offering coverage to a group of similarly situated persons
 - G. moving out of an HMO service area that causes coverage to end and no other option is available under the plan
 - H. termination of the benefit package option, and no substitute option is offered
 - iii. The employer contributions toward his or her other active (not COBRA) coverage end. If employer contributions stop, the eligible employee or dependent does not have to end coverage to be eligible for special enrollment on a new plan.
 - iv. His or her prior coverage was under Medicaid or a children's health insurance program (CHIP) and such coverage ended due to loss of eligibility. Special enrollment must be requested within 60 days of the end of coverage.

9.4.2 Eligibility for Premium Subsidy

If an eligible employee or dependent covered under Medicaid or CHIP becomes eligible for a premium assistance subsidy, and special enrollment is requested within 60 days of the determination of eligibility, they may enroll in the Plan outside of the open enrollment period.

9.4.3 Family Status Changes

Benefits are regulated by Section 125 of the Internal Revenue Code (IRC). This allows an eligible employee to change enrollment selections only during Open Enrollment and/or as a result of a qualified Family Status Change.

- a. All enrollment changes must be completed through the Risk & Benefits Division
- b. To make changes, the eligible employee must complete a Notice of Change in Family Status and required enrollment forms, and provide the required documentation within 60 days of the qualifying event. If the 60-day deadline is not met, the eligible employee will not be able to add any family members until the next Open Enrollment

- c. Changes are effective the first of the month following the Family Status Change or receipt of required forms and documents, whichever is later. Dental coverage for new children is automatic only for the first 31 days from the date of birth or adoption. Claims received after the 31st day will not be paid until enrollment forms are completed and processed

9.5 WHEN COVERAGE BEGINS

Coverage will begin on the first day of the month following two months of continuous employment.

Coverage for new dependents through marriage, registration of a domestic partnership, or the filing of an Affidavit of Domestic Partnership with the Group will begin on the first day of the month following receipt of the online enrollment forms.

Coverage for a newborn is effective on the date of the newborn's birth. Coverage for a child newly adopted or placed for adoption or as a foster child is effective on the date of adoption or placement. Court ordered coverage is effective on the first day of the month following the date the Group determines that an applicable order qualifies as a QMCSO, and that the child is eligible for enrollment in the Plan.

Coverage for those enrolling during open enrollment begins on the date the Plan renews. All other plan provisions will apply. Coverage under special enrollment due to loss of coverage or eligibility for premium subsidy begins on the first day of the month following receipt of the special enrollment request, or coinciding with, but not before the loss of other coverage.

The necessary premium must also be paid for coverage to become effective.

9.6 WHEN COVERAGE ENDS

When the subscriber's coverage ends, coverage for all enrolled dependents also ends.

9.6.1 Termination of the Group Plan

If the Plan is terminated for any reason, coverage ends for the members on the date the Plan ends.

9.6.2 Termination by Subscriber

A subscriber may end his or her coverage, or coverage for any enrolled dependent, only if there is a qualifying event. Qualifying events include marriage, divorce and birth. Coverage ends on the last day of the month through which premiums are paid.

9.6.3 Death

If a subscriber dies, coverage for any enrolled dependents ends on the last day of the month in which the death occurs. Enrolled dependents may extend their coverage if the requirements for continuation of coverage are met (see section 12.22).

9.6.4 Termination, Layoff or Reduction in Hours of Employment

Coverage ends on the last day of the month in which employment ends, unless a member chooses to continue coverage (see section 12).

If a subscriber is laid off and returns to active work within 6 months of being laid off, he or she and any eligible dependents may enroll in the Plan on the date of rehire and coverage will begin on that date.

If a subscriber experiences a reduction in hours that causes loss of coverage, and within 6 months the hours increase and the subscriber again qualifies for benefits, he or she and any eligible dependents may enroll in the group plan on the date the subscriber qualifies, and coverage will begin on that date provided the necessary premiums for coverage are paid.

The Group must notify Delta Dental that the subscriber is rehired or of an increase in hours and the necessary premiums for coverage must be paid. All plan provisions will resume at re-enrollment whether or not there was a lapse in coverage. Upon re-enrollment in the Plan, any waiting period required by the Plan will not have to be re-served.

An employee who has continuously participated in COBRA continuation coverage during a layoff, and is reinstated to employment within eighteen (18) months from layoff, will have the benefit waiting period waived. This applies to all lines of coverage and any type of layoff (economic or medical layoff).

9.6.5 Loss of Eligibility by Dependent

Coverage ends on the last day of the month in which the dependent's eligibility ends.

- a. Coverage ends for an enrolled spouse on the last day of the month in which a decree of divorce or annulment is entered (regardless of any appeal), and for an enrolled domestic partner on the last day of the month in which a judgment of dissolution or annulment of the domestic partnership has been entered or that a partnership no longer meets the requirements of the Affidavit of Domestic Partnership.
- b. Coverage ends for an enrolled child on the last day of the month in which he or she turns age 26, or that a legal guardianship or foster relationship ends.

The subscriber must notify the Group and Delta Dental when a marriage, domestic partnership, foster child relationship or guardianship ends.

Enrolled dependents may have the right to continue coverage in their own names when their coverage under the Plan ends.

9.6.6 Rescission

The Plan may rescind a member's coverage back to the effective date, or deny claims at any time for fraud, material misrepresentation or concealment by a member which may include but is not limited to enrolling ineligible persons on the Plan, falsifying or withholding documentation or information that is the basis for eligibility or employment, and falsification or alteration of claims. The Plan reserves the right to retain premiums paid as liquidated damages, and the member shall be responsible for the full balance of any benefits paid. If the Plan ends coverage under this section, Delta Dental may, to the extent permitted by law, deny future enrollment of the members under any Delta Dental policy or contract or the contract of any affiliates.

9.6.7 Continuing Coverage

Information is in Continuation of Dental Coverage (section 12).

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SECTION 10. CLAIMS ADMINISTRATION & PAYMENT

10.1 SUBMISSION AND PAYMENT OF CLAIMS

10.1.1 Claim Submission

A claim is not payable until the service or supply has actually been received. In no event, except absence of legal capacity or in the case of a Medicaid claim, is a claim valid if submitted later than 12 months from the date the expense was incurred. Claims submitted by Medicaid must be sent to Delta Dental within 3 years after the date the expense was incurred.

10.1.2 Explanation of Benefits (EOB)

Delta Dental will report its action on a claim by providing the member a document called an Explanation of Benefits (EOB). Members are encouraged to access their EOBs electronically by signing up through Member Dashboard. The EOB will indicate if a claim has been paid, denied or accumulated toward satisfying any deductible. If all or part of a claim is denied, the reason will be stated in the EOB.

If a member does not receive an EOB or an email indicating that an EOB is available within a few weeks of the date of service, this may indicate that Delta Dental has not received the claim. To be eligible for reimbursement, claims must be received within the claim submission period explained in section 10.1.1.

10.1.3 Claim Inquiries

Customer Service can answer questions about how to file a claim, the status of a pending claim, or any action taken on a claim. The Plan will respond to an inquiry within 30 days of receipt.

10.1.4 Time Frames for Processing Claims

If a claim is denied, Delta Dental will send an EOB explaining the denial within 30 days after receiving the claim. If more time is needed to process the claim for reasons beyond Delta Dental's control, a notice of delay will be sent to the member explaining those reasons within 30 days after Delta Dental receives the claim. Delta Dental will then finish processing the claim and send an EOB to the member no more than 45 days after receiving the claim. If more information is needed to process the claim, the notice of delay will describe the information needed, and the party responsible for providing the additional information will have 45 days to submit it. Once the additional information is received, processing of the claim will be completed within 15 days. Submission of information necessary to process a claim is subject to the Plan's claim submission period explained in section 10.1.1.

10.2 APPEALS

Before filing an appeal, it may be possible to resolve a dispute with a phone call to Customer Service.

10.2.1 Definitions

For purposes of section 10.2, the following definitions apply:

Adverse Benefit Determination means a letter or an Explanation of Benefits (EOB) from Delta Dental informing a person, of any of the following: a denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including one based on a determination of a person's eligibility to participate in the Plan and one resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not necessary and customary by the standards of generally accepted dental practice for the prevention or treatment of oral disease or accidental injury.

Appeal is a written request by a member or his or her representative for Delta Dental to review an adverse benefit determination.

Utilization Review means a system of reviewing the dental necessity, appropriateness or quality of dental care services and supplies. An adverse benefit determination that the item or service is not dentally necessary or appropriate, is investigational or experimental, or in which the decision as to whether a benefit is covered involved a dental judgment is a utilization review decision.

10.2.2 Time Limit for Submitting Appeals

A member has **180 days** from the date an adverse benefit determination is received to submit the first written appeal. If appeals are not submitted within the timeframes in these sections, the member will lose the right to any appeal.

10.2.3 The Review Process

The Plan has a 2-level internal review process consisting of a first level appeal and a second level appeal. Delta Dental's response time to an appeal is based on the nature of the claim as described below.

The timelines in the sections below do not apply when the member does not reasonably cooperate, or circumstances beyond the control of either party (Delta Dental or the member) makes it impossible to comply with the requirements. Whoever is unable to comply must give notice of the specific reason to the other party when the issue arises.

Upon request and free of charge, the member may have reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

10.2.4 First Level Appeals

An appeal must be submitted in writing. If necessary, Customer Service can help with filing an appeal. Written comments, documents, records and other information relating to the claim for benefits may be submitted. Appeals are investigated by persons who were not involved in the original decision.

When an investigation is finished, Delta Dental will send a written notice of the decision to the member, including the reason for the decision. The investigation will be completed and notice sent within 30 days of receipt of the appeal.

10.2.5 Second Level Appeal

A member who disagrees with the decision on the first level appeal may ask for a review of the decision. The second level appeal must be submitted in writing within 60 days of the date of Delta Dental's action on the first level appeal. Investigations and responses to a second level appeal

will be by persons who were not involved in the initial decisions. The member will have the option to submit written comments, documents, records and other information related to the case that were not previously submitted.

Investigations and responses to a second level appeal will be by persons who were not involved in the initial determinations, and will follow the same timelines as those for a first level appeal. Delta Dental will notify the member in writing of the decision, including the basis for the decision,

10.3 BENEFITS AVAILABLE FROM OTHER SOURCES

Sometimes dental expenses may be the responsibility of someone other than the Plan.

10.3.1 Coordination of Benefits (COB)

Coordination of benefits applies when a member has dental coverage under more than one plan.

If the member is covered by another plan or plans, the benefits under this Plan and the other plan(s) will be coordinated. This means one plan pays its full benefits first, then any other plans pay. The order of benefit determination rules govern the order in which each plan will pay a claim for benefits.

10.3.1.1 Order of Benefit Determination (Which Plan Pays First?)

The first of the following rules that applies will govern:

- a. **Non-dependent/Dependent.** If a plan covers the member as other than a dependent, (e.g., an employee, member of an organization, primary insured or retiree) then that plan will determine its benefits before a plan that covers the member as a dependent. However, if the member is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the member as a dependent and primary to the plan covering the member as other than a dependent (e.g. a retired employee), then the order of benefits between the 2 plans is reversed.
- b. **Dependent Child/Parents Married or Living Together.** If the member is a dependent child whose parents are married or are living together whether or not they have ever been married or domestic partners, the plan of the parent whose birthday falls earlier in the calendar year is the primary plan. If both parents' birthdays are on the same day, the plan that has covered the parent the longest is the primary plan. (This is called the birthday rule.)
- c. **Dependent Child/Parents Separated or Divorced or Not Living Together.** If the member is a dependent child of divorced or separated parents, or parents not living together whether or not they have ever been married or domestic partners, then the following rules apply:
 - i. If a court decree states that one of the parents is responsible for the healthcare expenses of the child, and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to plan years commencing after the plan is given notice of the court decree.
 - ii. If a court decree states that both parents are responsible for the healthcare expenses of the child, or that the parents have joint custody without specifying that one parent is responsible, the 'birthday rule' described above applies.

- iii. If there is not a court decree allocating responsibility for the child's healthcare expenses, the order of benefits is as follows: The plan covering the
 - A. Custodial parent
 - B. Spouse or domestic partner of the custodial parent
 - C. Non-custodial parent
 - D. Spouse or domestic partner of the non-custodial parent
- d. **Dependent Child Covered by Individual Other than Parent.** For a dependent child covered under more than one plan of persons who are not the parents of the child, the first applicable provision (b. or c.) above shall determine the order of benefits as if those persons were the parents of the child.
- e. **Dependent Child Covered by Parent and Spouse/Domestic Partner.** For a dependent child covered under the plans of both a parent and a spouse/domestic partner, the length of coverage provision below shall determine the order of benefits. If coverage under either or both parents' plans and the spouse's/domestic partner's plan began on the same day, the birthday rule will apply.
- f. **Active/Retired or Laid Off Employee.** The plan that covers a member as an active employee (i.e., one who is neither laid off nor retired) or as that employee's dependent determines its benefits before those of a plan that covers the member as a laid off or retired employee or as that employee's dependent. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of the benefits, this rule is ignored.
- g. **COBRA or State Continuation Coverage.** If a member whose coverage is provided under COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the member as an employee, member of an organization, primary insured, or retiree or as a dependent of the same, is the primary plan and the COBRA or other continuation coverage is the secondary plan. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of the benefits, this rule is ignored.
- h. **Longer/Shorter Length of Coverage.** The plan that covered a member longer is the primary plan and the plan that covered the member for the shorter period of time is the secondary plan.
- i. **None of the Above.** If the preceding rules do not determine the order of benefits, the allowable expenses shall be shared equally between the plans. In addition, this Plan will not pay more than it would have paid if it had been the primary plan.

10.3.1.2 How COB Works

The **primary plan** (the plan that pays benefits first) pays the benefits that would be payable under its terms in the absence of this provision.

The **secondary plan** (the plan that pays benefits after the primary plan) will reduce the benefits it pays so that payments from all plans do not exceed 100% of the total allowable expense.

This Plan will coordinate with a plan that is "excess" or "always secondary" or that uses order of benefit determination rules that are inconsistent with those contained in OAR 836-020-0770 to 836-020-0805 (non-complying plan) on the following basis:

- a. If this Plan is primary, it will provide its benefits first.
- b. If this Plan is secondary and the non-complying plan does not provide its primary payment information within a reasonable time after it is requested to do so, this Plan will assume that the benefits of the non-complying plan are identical to this Plan's benefits. This Plan

will provide its benefits first, but the amount of the benefits payable shall be determined as if this Plan were the secondary plan.

- c. If the non-complying plan reduces its benefits so that the member receives less in benefits than he or she would have received had this Plan provided its benefits as the secondary plan and the non-complying plan provided its benefits as the primary plan, then this Plan shall advance additional benefits equal to the difference between the amount that was actually paid and the amount that should have been paid if the non-complying plan had not improperly reduced its benefits. Additional payment will be limited so that the Plan will not pay any more than it would have paid if it had been the primary plan. In consideration of such an advance, this Plan shall be subrogated to all rights of the member against the non-complying plan.

10.3.1.3 Effect on the Benefits of This Plan

In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other dental coverage and apply that calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other dental coverage.

If the primary plan is a closed panel plan and the member uses an out-of-network provider, the secondary plan shall provide benefits as if it were the primary plan, except for emergency services or authorized referrals that are paid or provided by the primary plan.

10.3.1.4 Definitions

For purposes of section 10.3.1, the following definitions apply:

Plan means any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for covered persons in a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

Plan includes:

- a. Group or individual insurance contracts and group-type contracts
- b. HMO (health maintenance organization) coverage
- c. Coverage under a labor-management trustee plan, a union welfare plan, an employer organization plan or an employee benefits plan
- d. Medicare or other government programs, other than Medicaid, and any other coverage required or provided by law
- e. Other arrangements of insured or self-insured group or group-type coverage

Plan does not include:

- a. Fixed indemnity coverage
- b. Accident-only coverage
- c. Specified disease or specified accident coverage
- d. School accident coverage
- e. Medicare supplement policies
- f. Medicaid policies
- g. Coverage under other federal governmental plans, unless permitted by law

Each contract or other arrangement for coverage described above is a separate plan. If a plan has 2 parts and COB rules apply to only one of the 2, each of the parts is treated as a separate plan.

Complying plan is a plan that follows these COB rules.

Non-complying plan is a plan that does not comply with these COB rules.

Claim means a request that benefits of a plan be provided or paid.

Allowable expense means a dental expense, including cost sharing, that is covered at least in part by any plan covering the member. When a plan provides benefits in the form of a service instead of cash payments, the reasonable cash value of the service will also be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the member is not an allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a member is not an allowable expense.

The following are examples of expenses that are not allowable expenses:

- a. The amount of the reduction by the primary plan because a member has not complied with the plan's requirements concerning second opinions or prior authorization, or because the member has a lower benefit due to not using an in-network provider
- b. Any amount in excess of the highest reimbursement amount for a specific benefit, if a member is covered by 2 or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology
- c. Any amount in excess of the highest of the negotiated fees, if a member is covered by 2 or more plans that provide benefits or services on the basis of negotiated fees
- d. If a member is covered by one plan that calculates its benefits on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits on the basis of negotiated fees, the primary plan's arrangement shall be the allowable expense for all plans. However, if the provider has contracted with the secondary plan to provide the benefit for a specific negotiated fee or payment amount that is different than the primary plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the allowable expense used by the secondary plan to determine its benefits.

This Plan is the part of this plan funded by the Group and provides benefits for dental expenses to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of this group dental plan providing dental benefits is separate from this Plan. A group dental plan may apply one COB provision to certain benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

Closed panel plan is a plan that provides dental benefits to covered persons primarily in the form of services through a network of providers that have contracted with or are employed by the plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by an in-network provider.

Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

10.3.2 Third Party Liability

A member may have a legal right to recover benefit or healthcare costs from a third party as a result of an illness or injury for which such costs were paid by the Plan. The Plan does not cover benefits for which a third party may be legally liable, except for those related to a motor vehicle accident (see section 10.3.3 for motor vehicle accident recovery). Because recovery from a third party may be difficult and take a long time, as a service to the member the Plan will pay a member's expenses based on the understanding and agreement that the Plan is entitled to be reimbursed from any recovery the member may receive for any benefits it paid that are or may be recoverable from a third party, as defined below.

The member agrees that the Plan has the rights described in section 10.3.2. The Plan may seek recovery under one or more of the procedures outlined in this section. The member agrees to do whatever is necessary to fully secure and protect, and to do nothing to prejudice, the Plan's right of recovery or subrogation as discussed in this section. The Plan has discretion to interpret and construe these recovery and subrogation provisions.

10.3.2.1 Definitions:

For purposes of section 10.3.2, the following definitions apply:

Benefits means any amount paid by the Plan, or submitted for payment to or on behalf of a member. Bills, statements or invoices submitted by a provider to or on behalf of a member are considered requests for payment of benefits by the member.

Third Party means any person or entity responsible for the injury or illness, or the aggravation of an injury or illness, of a member. Third party includes any insurer of such person or entity, including different forms of liability insurance, or any other form of insurance that may pay money to or on behalf of the member including uninsured motorist coverage, under-insured motorist coverage, premises med-pay coverage, personal injury protection (PIP) coverage and workers' compensation insurance.

Third Party Claim means any claim, lawsuit, settlement, award, verdict, judgment, arbitration decision or other action against a third party (or any right to such an action) by or on behalf of a member.

10.3.2.2 Subrogation

Upon payment by the Plan, the Plan has the right to pursue the third party in its own name or in the name of the member. The member shall do whatever is necessary to secure such subrogation rights and do nothing to prejudice them. The Plan is entitled to all subrogation rights and remedies under common and statutory law, as well as under the Plan's provisions.

10.3.2.3 Right of Recovery

In addition to its subrogation rights, the Plan may, at its sole discretion and option, require a member, and his or her attorney, if any, to protect its recovery rights. The following rules apply to all recovery, except for those related to motor vehicle accidents (see section 10.3.3 for motor vehicle recovery rights):

- a. The member holds any rights of recovery against the third party in trust for the Plan, but only for the amount of benefits the Plan paid for that illness or injury.
- b. The Plan is entitled to receive the amount of benefits it has paid for an illness or injury out of any settlement or judgment that results from exercising the right of recovery against the third party. This is so whether or not the third party admits liability or claims that the member is also at fault. In addition, the Plan is entitled to receive the amount of benefits it has paid whether the dental expenses are itemized or expressly excluded in the third party recovery.
- c. If the Plan requires the member and his or her attorney to protect its recovery rights under this section, then the member may subtract from the money to be paid back to the Plan a proportionate share of reasonable attorney fees as an expense for collecting from the other party.
- d. This right of recovery includes the full amount of the benefits paid or pending payment by the Plan, out of any recovery made by the member from the third party, including without limitation any and all amounts paid or payable to the member (including his or her legal representatives, estate or heirs, or any trust established for the purpose of paying for the future income, care or medical expenses of the member), regardless of the characterization of the recovery, whether or not the member is made whole, or whether or not any amounts are paid or payable directly by the third party, an insurer or another source. The Plan's recovery rights will not be reduced due to the member's own negligence.
- e. If it is reasonable to expect that the member will incur future expenses for which benefits might be paid by the Plan, the member shall seek recovery of such future expenses in any third party claim.

10.3.2.4 Additional Provisions

Members shall comply with the following and agree that Delta Dental may do one or more of the following, at its discretion:

- a. The member shall cooperate with Delta Dental to protect the Plan's recovery rights, including by:
 - i. Signing and delivering any documents Delta Dental reasonably requires to protect the Plan's rights, including a Third Party Questionnaire and Agreement. If the member has retained an attorney, then the attorney must also sign the agreement.
 - ii. Providing any information to Delta Dental relevant to the application of the provisions of section 10.3.2 including all information available to the member, or any representative or attorney representing the member, relating to the potential third party claim. This may include dental/medical information, settlement correspondence, copies of pleadings or demands, and settlement agreements, releases or judgments.
 - iii. Notifying Delta Dental of the potential third party claim for which the Plan may issue benefits. The member has this responsibility even if the first request for payment of benefits is a bill or invoice submitted to Delta Dental by the member's provider.
 - iv. Taking such actions as Delta Dental may reasonably request to assist it in enforcing the Plan's third party recovery rights.

- b. The member and his or her representatives are obligated to notify Delta Dental in advance of any claim (written or oral) and/or any lawsuit made against a third party seeking recovery of any damages from the third party, whether or not the member is seeking recovery of benefits paid by the Plan from the third party.
- c. By accepting payment of benefits by the Plan, the member agrees that the Plan has the right to intervene in any lawsuit or arbitration filed by or on behalf of a member seeking damages from a third party.
- d. The member agrees that Delta Dental may notify any third party, or third party's representatives or insurers, of the Plan's recovery rights described in section 10.3.2.
- e. Even without the member's written authorization, Delta Dental may release to, or obtain from, any other insurer, organization or person, any information it needs to carry out the provisions of section 10.3.2.
- f. Section 10.3.2 applies to any member for whom advance payment of benefits is made by the Plan whether or not the event giving rise to the member's injuries occurred before the member became covered by the Plan.
- g. If the member continues to receive treatment for an illness or injury after obtaining a settlement or recovery from a third party, the Plan will provide benefits for the continuing treatment of that illness or injury only to the extent that the member can establish that any sums that may have been recovered from the third party have been exhausted.
- h. If the member or the member's representatives fail to do any of the above mentioned acts, then the Plan has the right to not advance payment or to suspend payment of any benefits, or to recover any benefits it has advanced, for any sickness, illness, injury or dental/medical condition resulting from the event giving rise to, or the allegations in, the third party claim, except for claims related to motor vehicle accidents (see section 10.3.3). The Plan may notify dental providers seeking authorization of payment of benefits that all payments have been suspended and may not be paid.
- i. Coordination of benefits (where the member has dental/medical coverage under more than one plan or health insurance policy) is not considered a third party claim.

10.3.3 Motor Vehicle Accident Recovery

If a claim for healthcare expenses arising out of a motor vehicle accident is filed with Delta Dental and motor vehicle insurance has not yet paid, then the Plan will advance benefits. The Plan retains the right to repayment of any benefits paid from the proceeds of any settlement, judgment or other payment received by the member that exceeds the amount that fully compensates the member for their motor vehicle accident related injuries.

If the Plan requires the member and his or her attorney to protect its recovery rights under this section, then the member may subtract from the money to be paid back to the Plan a proportionate share of reasonable attorney fees as an expense for collecting from the other party.

The member shall do whatever is proper to secure, and may not prejudice, the rights of the Plan under this section.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 RIGHT TO COLLECT AND RELEASE NEEDED INFORMATION

In order to receive benefits, the member must give or authorize a provider to give Delta Dental any information needed to pay benefits. Delta Dental may release to or collect from any person or organization any needed information about the member.

11.2 CONFIDENTIALITY OF MEMBER INFORMATION

Keeping a member's protected health information confidential is very important to Delta Dental. Protected health information includes enrollment, claims, and medical and dental information. Delta Dental uses such information internally for claims payment, referrals and authorization of services, and business operations such as case management and quality management programs. Delta Dental does not sell this information. The Notice of Privacy Practices provides more detail about how the Group uses members' information. Delta Dental, as the claims administrator, is required to adhere to these same practices. Members can contact the Group if they have additional questions about the privacy of their information beyond what is provided in the Notice of Privacy Practices.

11.3 TRANSFER OF BENEFITS

Only members are entitled to benefits under the Plan. These benefits are not assignable or transferable to anyone else. Any attempted assignment or transfer will not be binding on Delta Dental or the Plan, except that the Plan shall pay amounts due under the Plan directly to a provider upon a member's written request.

11.4 RECOVERY OF BENEFITS PAID BY MISTAKE

If the Plan makes a payment for a member to which he or she is not entitled, or pays a person who is not eligible for payments at all, the Plan has the right to recover the payment from the person paid or anyone else who benefited from it, including a provider. The Plan's right to recovery includes the right to deduct the amount paid from future benefits it would provide for a member even if the mistaken payment was not made on that member's behalf.

11.5 CORRECTION OF PAYMENTS

If benefits that this Plan should have paid are instead paid by another plan, the Plan may reimburse the other plan. Amounts reimbursed are plan benefits and are treated like other plan benefits in satisfying the Plan's liability.

11.6 CONTRACT PROVISIONS

The agreement between the Group and Delta Dental including this handbook plus any endorsements or amendments are the entire contract between the parties. No promises, terms, conditions or obligations exist other than those contained in the contract. This handbook and the agreement plus any endorsements or amendments shall supersede all other communications, representations or agreements, either verbal or written between the parties. If any term, provision, agreement or condition is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11.7 WARRANTIES

All statements made by the Group or a member, unless fraudulent, are considered representations and not warranties. No statement made for the purpose of obtaining coverage will void the coverage or reduce benefits unless contained in a written form and signed by the Group or the member, a copy of which has been given to the Group or member or the member's beneficiary.

11.8 LIMITATION OF LIABILITY

Delta Dental shall incur no liability whatsoever to any member concerning the selection of dentists to provide services. In performing or contracting to perform dental service, such dentists shall be solely responsible, and in no case shall Delta Dental be liable for the negligence of any dentist providing such services. Nothing contained in the agreement between the Group and Delta Dental shall be construed as obligating Delta Dental to provide dental services.

11.9 PROVIDER REIMBURSEMENTS

Dentists contracting with Delta Dental to provide services to members agree to look only to **the Plan** for payment of the part of the expense that is covered by the Plan and may not bill the member in the event the Plan fails to pay the dentist for whatever reason. The dentist may bill the member for applicable cost sharing or non-covered expenses except as may be restricted in the provider contract.

11.10 INDEPENDENT CONTRACTOR DISCLAIMER

Delta Dental and participating dentists are independent contractors. Delta Dental and participating dentists do not have a relationship of employer and employee nor of principal and agent. No relationship other than that of independent parties contracting with each other solely for the purpose of a participating dentist's provision of dental care to members may be deemed or construed to exist between Delta Dental and participating dentists. A participating dentist is solely responsible for the dental care provided to any member, and Delta Dental does not control the detail, manner or methods by which a participating dentist provides care.

11.11 NO WAIVER

Any waiver of any provision of the Plan or any performance under the Plan must be in writing and signed by the waiving party. Any such waiver shall not operate as, or be deemed to be, a waiver of any prior or future performance or enforcement of that provision or any other provision. If the Plan delays or fails to exercise any right, power or remedy provided in the Plan, including a delay or omission in denying a claim, that shall not waive the Plan's rights to enforce the provisions of the Plan.

11.12 GROUP IS THE AGENT

The Group is the members' agent for all purposes under the Plan. The Group is not the agent of Delta Dental.

11.13 GOVERNING LAW

To the extent the Plan is governed by state law, it shall be governed by and construed in accordance with the laws of the state of Oregon.

11.14 WHERE ANY LEGAL ACTION MUST BE FILED

Any legal action arising out of the Plan must be filed in either state or federal court in the state of Oregon.

11.15 TIME LIMIT FOR FILING A LAWSUIT

Any legal action arising out of, or related to, the Plan and filed against the Plan by a member or any third party must be filed in court no more than 3 years after the time the claim was filed (see section 10.1). All internal levels of appeal under the Plan must be exhausted before filing a legal action in court.

SECTION 12. CONTINUATION OF DENTAL COVERAGE

The following sections on continuation of coverage may apply. Members should check with their employer's Risk & Benefits Division to find out whether they qualify for this coverage. Both subscribers and their dependents should read the following sections carefully.

12.1 OREGON CONTINUATION FOR SPOUSES & DOMESTIC PARTNERS AGE 55 AND OVER

12.1.1 Introduction

The Plan offers enrolled spouses and domestic partners the opportunity to request a temporary extension of dental coverage for themselves and their dependents if coverage is lost due to a specific event identified in the following paragraphs.

55+ Oregon Continuation only applies to employers with 20 or more employees. The Plan will provide 55+ Oregon Continuation coverage to those members who elect it, subject to the following conditions:

- a. The Plan will offer no greater rights than ORS 743B.343 to 743B.345 requires
- b. The Plan will not provide 55+ Oregon Continuation coverage for members who do not comply with the requirements outlined below
- c. The Group or its designated third party administrator is responsible for providing the required notices within the statutory time periods, including the notice of death and the election notice. If the Group or its designated third party administrator fails to notify the eligible spouse or domestic partner, premiums shall be waived from the date the notice was required until the date notice is received by the spouse or domestic partner. The Group shall be responsible for such premiums.

Note: In section 12.2 the term "domestic partner" refers only to a registered domestic partner, as defined in section 4.

12.1.2 Eligibility

The spouse or domestic partner of the subscriber may elect 55+ Oregon Continuation coverage for himself or herself and any enrolled dependents if the following requirements are met:

- a. Coverage is lost because of the death of the subscriber, dissolution of marriage or domestic partnership with the subscriber, or legal separation from the subscriber
- b. The spouse or domestic partner is 55 years of age or older at the time of such event
- c. The spouse or domestic partner is not eligible for Medicare

12.1.3 Notice and Election Requirements

Notice of Divorce, Dissolution, or Legal Separation. Within 60 days of legal separation or the entry of a judgment of dissolution of marriage or domestic partnership, a member who is eligible for 55+ Oregon Continuation and seeks such coverage shall give the Group or its designated third party administrator written notice of the legal separation or dissolution. The notice shall include his or her mailing address.

Notice of Death. Within 30 days of the death of the subscriber, the Group shall give the designated third party administrator, if any, written notice of the death and the mailing address of the eligible surviving spouse or domestic partner.

Election Notice. Within 14 days of receipt of the above notice (or within 44 days of the death of the subscriber if there is no third party administrator), the Group or its designated third party administrator shall provide notice to the surviving, legally separated or divorced spouse or domestic partner that coverage can be continued, along with an election form. If the Group or its designated third party administrator does not provide this election notice within the required timeframe, premiums shall be waived until the date notice is received.

Election. The surviving, legally separated or divorced spouse or domestic partner must return the election form within 60 days after the form is mailed. If the election is not made within 60 days of the notification, the member will lose the right to continued benefits under this section.

12.1.4 Premiums

Monthly premiums for 55+ Oregon Continuation are limited to 102% of the premiums paid by a current subscriber. The first premiums shall be paid by the surviving, legally separated or divorced spouse or domestic partner to the Group or its designated third party administrator within 45 days of the date of election. All remaining monthly premiums must be paid within 30 days of the premium due date.

12.1.5 When Coverage Ends

55+ Oregon Continuation will end on the earliest of any of the following events:

- a. Failure to pay premiums when due, including any grace period allowed by the Plan
- b. The date the Plan ends, unless a different group plan is made available to members
- c. The date the member becomes insured under any other group dental plan
- d. The date the member remarries or registers another domestic partnership
- e. The date the member becomes eligible for Medicare.

12.2 COBRA CONTINUATION COVERAGE

12.2.1 Introduction

COBRA only applies to employers with 20 or more employees on 50% of the typical business days in the prior calendar year. Certain church plans are exempted from COBRA. The Plan will provide COBRA continuation coverage to members who have experienced a qualifying event and who elect coverage under COBRA, subject to the following conditions:

- a. The Plan will offer no greater COBRA rights than the COBRA statute requires
- b. The Plan will not provide COBRA coverage for members who do not comply with the notice, election or other requirements outlined below

For purposes of section 12.22, COBRA Administrator means either the Group or a third party administrator delegated by the Group to handle COBRA administration.

12.2.2 Qualifying Events

Subscriber. A subscriber may elect continuation coverage if coverage is lost because of termination of employment (other than termination for gross misconduct, which may include misrepresenting immigration status to obtain employment), or a reduction in hours.

Spouse. The spouse of a subscriber has the right to continuation coverage if coverage is lost for any of the following qualifying events:

- a. Death of the subscriber
- b. Termination of the subscriber's employment (for reasons other than gross misconduct) or reduction in the subscriber's hours of employment with the Group
- c. Divorce or legal separation from the subscriber
- d. The subscriber becomes entitled to Medicare

If it can be established that a subscriber has eliminated coverage for his or her spouse in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the later divorce or legal separation will be considered a qualifying event even though the ex-spouse lost coverage earlier. If the ex-spouse notifies the COBRA Administrator within 60 days of the divorce or legal separation, COBRA coverage may be available for the period after the divorce or legal separation.

Children. A child of a subscriber has the right to continuation coverage if coverage is lost for any of the following qualifying events:

- a. Death of the subscriber
- b. Termination of the subscriber's employment (for reasons other than gross misconduct) or reduction in the subscriber's hours of employment with the Group
- c. Parents' divorce or legal separation
- d. Subscriber becomes entitled to Medicare
- e. Child ceases to be a child under the Plan

Domestic Partners. A subscriber, who at the time of the qualifying event was covering his or her domestic partner under the Plan, can elect COBRA continuation coverage that includes continuing coverage for the domestic partner. A domestic partner who is covered under the Plan by the subscriber is not an eligible member under COBRA and, therefore, does not have an independent election right under COBRA. This also means that the domestic partner's coverage ends immediately when the subscriber's COBRA coverage terminates (for example, due to the subscriber's death or because the subscriber becomes covered under another plan).

Retirees. If the Plan provides retiree coverage and the subscriber's former employer files a Chapter 11 bankruptcy proceeding, this may be a qualifying event for the retiree who loses coverage as a result, and for his or her covered dependents.

12.2.3 Other Coverage

The right to elect continuation coverage shall be available to persons who are covered under another group dental plan at the time of the election.

12.2.4 Notice and Election Requirements

Qualifying Event Notice. A dependent member's coverage ends as of the last day of the month in which a divorce or legal separation occurs (spouse's coverage is lost) or a child loses dependent status under the Plan (child loses coverage). Under COBRA, the subscriber or a family member has the responsibility to notify the County's Risk and Benefits Division if one of these events occurs by mailing or hand-delivering a written notice to the COBRA Administrator. The notice must include the following: 1) the name of the Group; 2) the name and social security number of the affected members; 3) the event (e.g. divorce); and 4) the date the event occurred. Notice

must be given no later than 60 days after the loss of coverage under the Plan. If notice of the event is not given on time, continuation coverage will not be available.

Election Notice. Members will be notified of their right to continuation coverage within 14 days after the COBRA Administrator receives a timely qualifying event notice.

Otherwise, members will be notified by the COBRA Administrator of the right to elect COBRA continuation coverage within 44 days of any of the following events that result in a loss of coverage: the subscriber's termination of employment (other than for gross misconduct) or reduction in hours, death of the subscriber, the subscriber's becoming entitled to Medicare, or the Group files for Chapter 11 reorganization.

Election. A member must elect continuation coverage within 60 days after plan coverage ends, or, if later, 60 days after the COBRA Administrator sends notice of the right to elect continuation coverage to the member. If continuation coverage is not elected, group dental coverage will end.

A subscriber or the spouse may elect continuation coverage for eligible family members. Each family member also has an independent right to elect COBRA coverage. This means that a spouse or child may elect continuation coverage even if the subscriber does not.

If COBRA is elected, the Group will provide the same coverage as is available to similarly situated members under the Plan.

12.2.5 COBRA Premiums

Members are responsible for all premiums for continuation coverage. Due to the 60-day election period, it is likely that retroactive premiums will be owed for the months between when regular coverage ended and the first payment date. These premiums must be paid in a lump sum at the first payment. The first payment for continuation coverage is due within 45 days after a member provides notice of electing coverage (this is the date the election notice is postmarked, if mailed, or the date the election notice is received by the COBRA Administrator if hand delivered). Subsequent payments are due on the first day of the month. There will be a grace period of 30 days to pay the premiums. The Plan will not send a bill for any payments due. The member is responsible for paying the applicable premiums when due; otherwise continuation coverage will end and may not be reinstated. The premium rate may include a 2% add-on to cover administrative expenses.

12.2.6 Length of Continuation Coverage

18-Month Continuation Period. When coverage is lost due to end of employment or a reduction of hours of employment, coverage generally may be continued for up to a total of 18 months.

36-Month Continuation Period. When coverage is lost due to a subscriber's death, divorce or legal separation, or a child ceasing to be a dependent under the terms of the Plan, coverage under the Plan may be continued for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the subscriber's hours of employment, and the subscriber became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage for members (other than the subscriber) who lose coverage as a result of the qualifying event can last up to 36 months after the date of Medicare entitlement. This COBRA coverage period is available only if the subscriber becomes entitled to Medicare within 18 months before the termination or reduction of hours.

Extended Period. In the case of loss of coverage due to the bankruptcy of the Group, coverage for the retired subscriber may be continued up to his or her death. Coverage for each dependent may be continued up to the dependent's death or 36 months after the retired subscriber's death, whichever is earlier.

12.2.7 Extending the Length of COBRA Coverage

An extension of the maximum period of coverage may be available if a member is disabled or a second qualifying event occurs. The COBRA Administrator must be notified of a disability or a second qualifying event in order to extend the period of COBRA coverage. If the member does not provide notice of a disability or second qualifying event, he or she will lose the right to extend the period of COBRA coverage.

Disability. If any of the members is determined by the Social Security Administration to be disabled, the maximum COBRA coverage period that results from a subscriber's termination of employment or reduction of hours may be extended to a total of up to 29 months. The disability must have started before the 61st day after the subscriber's termination of employment or reduction of hours and must last at least until the end of the period of COBRA coverage that would be available without the disability extension (generally 18 months). Each member who has elected COBRA coverage will be entitled to the disability extension if one of them qualifies.

The disability extension is available only if the Social Security Administration determination is within the 18-month period following the subscriber's termination of employment or reduction of hours. The member must provide a copy of the Social Security Administration's determination of disability to the COBRA Administrator within 60 days after the latest of:

- a. The date of the Social Security Administration's disability determination
- b. The date of the subscriber's termination of employment or reduction of hours
- c. The date on which the member loses (or would lose) coverage under the terms of the Plan as a result of the subscriber's termination or reduction of hours

If the notice is not provided within this timeframe, then there will be no disability extension of COBRA coverage. The premiums for COBRA coverage may increase after the 18th month of coverage to 150% of the premium.

If determined by the Social Security Administration to no longer be disabled, the member must notify the COBRA Administrator of that fact within 30 days after the Social Security Administration's determination.

Second Qualifying Event. An extension of coverage will be available to spouses and children who are receiving COBRA coverage if a second qualifying event occurs during the 18 months (or, in the case of a disability extension, the 29 months) following the subscriber's termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months from the date of the first qualifying event. Second qualifying events may include the death of a subscriber, divorce or legal separation from the subscriber, or a child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the member to lose coverage under the Plan if the first qualifying event had not occurred. (This extension is not available under the Plan when a subscriber becomes entitled to Medicare after his or her termination of employment or reduction of hours.)

This extension is only available if the COBRA Administrator is notified in writing of the second qualifying event within 60 days after the date of the event. If this notice is not provided to the COBRA Administrator during the 60-day notice period, then there will be no extension of COBRA coverage due to a second qualifying event.

Note: Longer continuation coverage may be available under Oregon law for a subscriber's spouse or domestic partner age 55 and older who loses coverage due to the subscriber's death, or due to legal separation or dissolution of marriage or domestic partnership (see section 12.11).

12.2.8 Newborn or Adopted Child

If, a child is born to or placed for adoption or as a foster child with the subscriber, the child is considered an eligible member. The subscriber may elect continuation coverage for the child provided the child satisfies the otherwise applicable plan eligibility requirements (e.g., age). The subscriber or a family member must notify the COBRA Administrator within 31 days of the birth or placement to obtain coverage. If the COBRA Administrator is not notified in the required timeframe, the child will not be eligible for coverage.

12.2.9 Special Enrollment and Open Enrollment

Members under continuation coverage have the same rights as similarly situated members who are not enrolled in COBRA. A member may add children, spouses, or domestic partners as covered dependents in accordance with the Plan's eligibility and enrollment rules (see sections 8.4 and 9.2), including HIPAA special enrollment. If non-COBRA members can change plans at open enrollment, COBRA members may also change plans at open enrollment.

12.2.10 When Continuation Coverage Ends

COBRA coverage will end earlier than the maximum period if:

- a. Any required premiums are not paid in full on time
- b. A member becomes covered under another group dental plan
- c. A member becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA. (However, if the qualifying event is the Group's bankruptcy, the member will not lose COBRA because of entitlement to Medicare benefits)
- d. The Group ceases to provide any group dental plan for its employees
- e. During a disability extension period (section 12.2.7), the disabled member is determined by the Social Security Administration to be no longer disabled (COBRA coverage for all members, not just the disabled member, will end)

COBRA coverage may also be cancelled for any reason the Plan would terminate coverage of a member not receiving COBRA coverage (such as fraud).

Questions about COBRA should be directed to the COBRA Administrator. The COBRA Administrator should be informed of any address changes.

12.3 UNIFORMED SERVICES EMPLOYMENT & REEMPLOYMENT RIGHTS ACT (USERRA)

Coverage will end if a subscriber is called to active duty by any of the armed forces of the United States of America. However, if a subscriber asks to continue coverage under USERRA, coverage can be continued for up to 24 months or the period of uniformed service leave, whichever is shortest, if the subscriber pays any required contributions toward the cost of the coverage during the leave. If the leave is 30 days or less, the contribution rate will be the same as for active

members. If the leave is longer than 30 days, the required contribution will not exceed 102% of the cost of coverage.

If a subscriber does not elect continuation coverage under USERRA or if continuation coverage is terminated or exhausted, coverage will be reinstated on the first day he or she returns to active employment with the Group if released under honorable conditions, but only if he or she returns to active employment:

- a. On the first full business day following completion of military service for a leave of 30 days or less
- b. Within 14 days of completing military service for a leave of 31 to 180 days
- c. Within 90 days of completing military service for a leave of more than 180 days

Regardless of the length of the leave, a reasonable amount of travel time or recovery time for an illness or injury determined by the Veteran's Administration (VA) to be service connected will be allowed.

When coverage under the Plan is reinstated, all plan provisions and limitations will apply to the extent that they would have applied if the subscriber had not taken military leave and coverage had been continuous under the Plan. There will be no additional eligibility waiting period. (This waiver of limitations does not provide coverage for any illness or injury caused or aggravated by military service, as determined by the VA. Complete information regarding rights under USERRA is available from the Group).

12.4 FAMILY AND MEDICAL LEAVE

Subscribers should check with the Group to find out if they qualify for this coverage. If the Group grants a leave of absence under state or federal family and medical leave laws, the following rules will apply:

- a. Affected members will remain eligible for coverage during a family and medical leave.
- b. If members elect not to remain enrolled during a family and medical leave, they will be eligible to re-enroll in the Plan on the date the subscriber returns from leave. To re-enroll, a complete and signed application must be submitted within 60 days of the return to work. All of the terms and conditions of the Plan will resume at the time of re-enrollment as if there had been no lapse in coverage. Any group eligibility waiting period under the Plan will not have to be re-served.
- c. A subscriber's rights under family and medical leave will be governed by applicable state or federal statute and regulations.

12.5 LEAVE OF ABSENCE

A leave of absence is a period off work granted by the Group at a subscriber's request during which he or she is still considered to be employed and is carried on the employment records of the Group. A leave can be granted for any reason acceptable to the Group. If a subscriber is on leave for a family and medical leave-qualifying reason (see section 12.44), he or she remains eligible on the plan only for the period of the family and medical leave. The subscriber may not also continue or extend coverage under this leave of absence provision.

If granted a leave of absence by the Group, a subscriber may continue coverage for up to the amount of times specified by the Group. Premiums must be paid through the Group in order to maintain coverage during a leave of absence.

12.6 STRIKE OR LOCKOUT

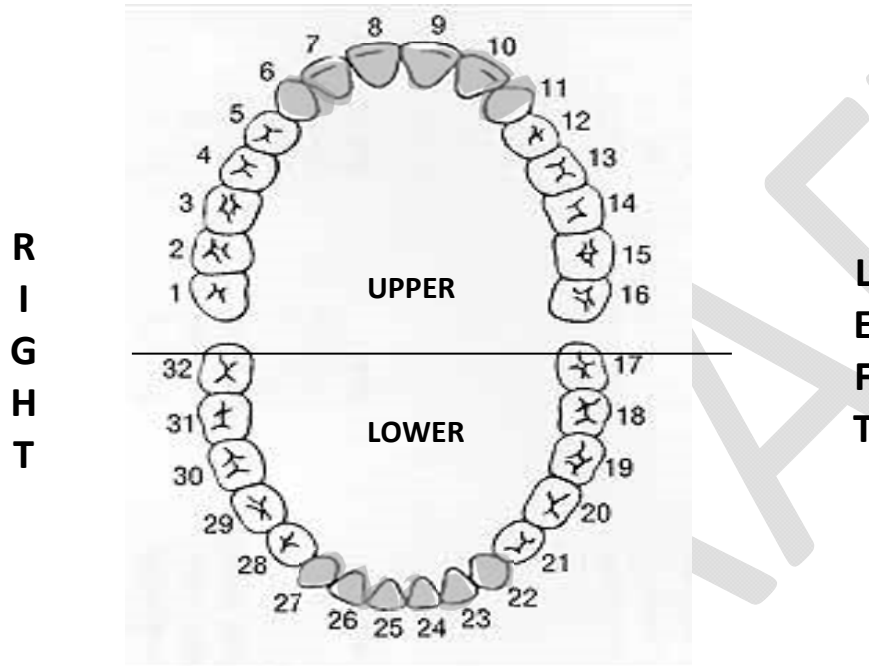
If employed under a collective bargaining agreement and involved in a work stoppage because of a strike or lockout, a subscriber may continue coverage for up to 6 months. The subscriber must pay the full premiums, including any part usually paid by the Group, directly to the union or trust, and the union or trust must continue to pay the Group the premiums when due.

Continuation of coverage during a strike or lockout will not occur if:

- a. Fewer than 75% of those normally enrolled choose to continue their coverage
- b. A subscriber accepts full-time employment with another employer
- c. A subscriber otherwise loses eligibility under the Plan

SECTION 13. TOOTH CHART

The Permanent Arch



Anterior teeth are shaded gray.

The Permanent Arch		
Tooth #		Description of Tooth
Upper	Lower	
1	17	3rd Molar (wisdom tooth)
2	18	2nd Molar (12-yr molar)
3	19	1st Molar (6-yr molar)
4	20	2nd Bicuspid (2nd premolar)
5	21	1st Bicuspid (1st premolar)
6	22	Cuspid (canine/eye tooth)
7	23	Lateral Incisor
8	24	Central Incisor
9	25	Central Incisor
10	26	Lateral Incisor
11	27	Cuspid (canine/eye tooth)
12	28	1st Bicuspid (1st premolar)
13	29	2nd Bicuspid (2nd premolar)
14	30	1st Molar (6-yr molar)
15	31	2nd Molar (12-yr molar)
16	32	3rd Molar (wisdom tooth)

Nondiscrimination notice

We follow federal civil rights laws. We do not discriminate based on race, color, national origin, age, disability, gender identity, sex or sexual orientation.

We provide free services to people with disabilities so that they can communicate with us. These include sign language interpreters and other forms of communication.

If your first language is not English, we will give you free interpretation services and/or materials in other languages.

If you need any of the above, call Customer Service at:

888-374-8906 (TDD/TTY 711)

If you think we did not offer these services or discriminated, you can file a written complaint. Please mail or fax it to:

Delta Dental of Oregon and Alaska
Attention: Appeal Unit
601 SW Second Ave.
Portland, OR 97204
Fax: 503-412-4003

If you need help filing a complaint, please call Customer Service.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights at ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone:

U.S. Department of Health
and Human Services
200 Independence Ave. SW, Room 509F
HHH Building, Washington, DC 20201
800-368-1019, 800-537-7697 (TDD)

You can get Office for Civil Rights complaint forms at hhs.gov/ocr/office/file/index.html.

Dave Nessler-Cass coordinates our nondiscrimination work:

Dave Nessler-Cass,
Chief Compliance Officer
601 SW Second Ave.
Portland, OR 97204
855-232-9111
compliance@modahealth.com

ATENCIÓN: Si habla español, hay disponibles servicios de ayuda con el idioma sin costo alguno para usted. Llame al 1-877-605-3229 (TTY: 711).

CHÚ Ý: Nếu bạn nói tiếng Việt, có dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Gọi 1-877-605-3229 (TTY:711)

注意：如果您說中文，可得到免費語言幫助服務。請致電1-877-605-3229（聾啞人專用：711）

주의: 한국어로 무료 언어 지원 서비스를 이용하시려면 다음 연락처로 연락해주시기 바랍니다. 전화 1-877-605-3229 (TTY: 711)

PAUNAWA: Kung nagsasalita ka ng Tagalog, ang mga serbisyong tulong sa wika, ay walang bayad, at magagamit mo. Tumawag sa numerong 1-877-605-3229 (TTY: 711)

تنبيه: إذا كنت تتحدث العربية، فهناك خدمات مساعدة لغوية متاحة لك مجانًا. اتصل برقم (الهاتف النصي: 711) 1-877-605-3229

بولتے ہیں تو سانی (URDU) توجہ دیں: اگر آپ اردو اعانت آپ کے لیے بلا معاوضہ دستیاب ہے۔ پر کال کریں 1-877-605-3229 (TTY: 711)

ВНИМАНИЕ! Если Вы говорите по-русски, воспользуйтесь бесплатной языковой поддержкой. Позвоните по тел. 1-877-605-3229 (текстовый телефон: 711).

ATTENTION : si vous êtes locuteurs francophones, le service d'assistance linguistique gratuit est disponible. Appelez au 1-877-605-3229 (TTY : 711)

توجہ: در صورتی کہ بہ فارسی صحبت می کنید، خدمات ترجمہ بہ صورت رایگان برای شما موجود است. با (TTY: 711) 1-877-605-3229 تماس بگیرید.

ध्यान दें: यदि आप हिंदी बोलते हैं, तो आपको भाषाई सहायता बिना कोई पैसा दिए उपलब्ध है। 1-877-605-3229 पर कॉल करें (TTY: 711)

Achtung: Falls Sie Deutsch sprechen, stehen Ihnen kostenlos Sprachassistentendienste zur Verfügung. Rufen sie 1-877-605-3229 (TTY: 711)

注意：日本語をご希望の方には、日本語サービスを無料で提供しております。1-877-605-3229（TTY、テレタイプライターをご利用の方は711）までお電話ください。

अगत्यन्तु: જો તમે (ભાષાંતર કરેલ ભાષા અહીં દર્શાવી) બોલો છો તો તે ભાષામાં તમારે માટે વિના મૂલ્યે સહાય ઉપલબ્ધ છે. 1-877-605-3229 (TTY: 711) પર કૉલ કરો

ໂບດລາບ: ຖ້າທ່ານເວົ້າພາສາລາວ, ການຊ່ວຍເຫຼືອດ້ານພາສາແມ່ນມີໃຫ້ທ່ານໂດຍບໍ່ເສັຍຄ່າ. ໂທ 1-877-605-3229 (TTY: 711)

УВАГА! Якщо ви говорите українською, для вас доступні безкоштовні консультації рідною мовою. Зателефонуйте 1-877-605-3229 (TTY: 711)

ATENȚIE: Dacă vorbiți limba română, vă punem la dispoziție serviciul de asistență lingvistică în mod gratuit. Sunați la 1-877-605-3229 (TTY 711)

THOV CEEB TOOM: Yog hais tias koj hais lus Hmoob, muaj cov kev pab cuam txhais lus, pub dawb rau koj. Hu rau 1-877-605-3229 (TTY: 711)

ត្រូវចងចាំ៖ បើអ្នកនិយាយភាសាខ្មែរ ហើយត្រូវការសេវាកម្មជំនួយផ្នែកភាសាដោយឥតគិតថ្លៃ គឺមានផ្តល់ជូនលោកអ្នក។ សូមទូរស័ព្ទទៅកាន់លេខ 1-877-605-3229 (TTY: 711)

HUBACHIISA: Yoo afaan Kshtik kan dubbattan ta'e tajaajiloonni gargaarsaa isiniif jira 1-877-605-3229 (TTY:711) tiin bilbilaa.

โปรดทราบ: หากคุณพูดภาษาไทย คุณ สามารถใช้บริการช่วยเหลือด้านภาษาได้ ฟรี โทร 1-877-605-3229 (TTY: 711)

FA'AUTAGIA: Afai e te tautala i le gagana Samoa, o loo avanoa fesoasoani tau gagana mo oe e le totagia. Vala'au i le 1-877-605-3229 (TTY: 711)

IPANGAG: Nu agsasaoka iti Ilocano, sidadaan ti tulong iti lengguahe para kenka nga awan bayadna. Umawag iti 1-877-605-3229 (TTY: 711)

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń: 1-877-605-3229 (obsługa TTY: 711)

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Delta Dental of Oregon & Alaska

2021 DRAFT



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(En Español: 877-299-9063)

P.O. Box 40384
Portland, OR 97240

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Policy Session Worksheet

Presentation Date: October 6, 2020 **Approx. Start Time:** 2:00 PM **Approx. Length:** 30 Min

Presentation Title: Benefit Renewals for 2021

Department: Human Resources

Presenters: Kristi Durham, Benefits Manager

Other Invitees: Evelyn Minor-Lawrence, HR Director & Eric Sarha, Asst. HR Director

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

HR is seeking formal approval to renew benefit plans with providers for the 2021 calendar year, as well as approval of the 2021 non-represented cost sharing arrangement. Final plan documents are in the process of being prepared by providers. When completed, they will be reviewed and approved by County Counsel prior to submission to the Board for formal adoption at a future business meeting.

EXECUTIVE SUMMARY:

This policy session will update the Board on 2021 benefit plan renewals, including final plan design, language changes, rates, and benefit cost shares.

Medical/Vision:

There are approximately 1600 employees and early retirees enrolled in the General County medical plans. Due to a combination of plan changes the Benefits Review Committee (BRC) made in the 2017 plan year, and have continued to evaluate for the 2018-2020 renewal period, the 2021 Providence renewal rates increased 4.2%, and the 2021 Kaiser renewal rates decreased 2.5%.

The BRC chose not to make any plan design changes to the General County plans for the 2021 plan year, since the renewals were good overall, and the BRC felt it was important to take the county's financial picture and uncertainty around future COVID-19 claims into consideration. The BRC also felt it was important to provide stability in the county's benefits at this time, since the county and employees are already in a state of flux.

There are approximately 430 employees and early retirees enrolled in the Peace Officers Association (POA) medical plans. The 2021 Providence POA renewal rates increased 4.4%, and the 2021 Kaiser POA renewal rates increased 1.1%.

The POA union did not make any plan design changes to the POA medical plans for 2021.

The rate changes for the General County and POA medical and dental plans are associated with a variety of factors, including paid claims, stop loss credits and charges, historical cost trends and other fixed expenses.

The medical opt-out cash back amount is remaining the same for all groups in 2021.

Retiree/COBRA/Temporary Employee Medical:

The Clackamas County benefits division is proposing changes to the Providence and Kaiser \$1000 deductible plans, which are more affordable medical plan options available to retired employees, COBRA participants and temporary employees who meet certain eligibility requirements. These plans are not available to regular employees.

The proposed changes will reduce confusion, create consistency and maintain affordability and choice. The proposal includes:

- Rebranding the plans as “high deductible” instead of “\$1,000 deductible.”
- Using the same rate for the general county and POA Kaiser high deductible plans.
- Increasing Kaiser deductible from \$1,000 per individual to \$1,400 per individual, and indexing the deductible going forward to the definition of a high deductible medical plan as defined by the federal government.
- Increasing Kaiser pharmacy co-pay from \$15/\$30 to \$20/\$40.
- Increasing Providence deductible from \$1,000 per individual to \$1,400 per individual, and indexing the deductible going forward to the definition of a high deductible medical plan as defined by the federal government.
- Increasing Providence out-of-pocket maximum from \$2,000 per individual to \$3,000 per individual.
- Increasing Providence office visit co-pay from \$15 to \$25.

The proposed changes have been reviewed by all county unions and HR leadership.

Dental:

The General County self-insured dental plans experienced an average rate increase of 5.8%, and the POA self-insured dental plan experienced a rate increase of 1.9%. The Kaiser dental plan for General County and POA had no change in total premium. The BRC and POA union did not make any plan design changes to the dental plans for the 2021 plan year.

The dental opt-out cash back amount is remaining the same for all groups in 2021.

Flexible Spending Account:

The Navia flexible spending account (FSA) admin fee is increasing by 3.0% from \$5.00 per participant per month (PPPM) to \$5.15 PPPM.

Other Benefits:

All life insurance products (group term life, group universal life, accidental death & dismemberment, and dependent term life insurance), short-term and long-term disability plans, and long-term care will retain the same rates as 2020.

Represented Employee Cost-Sharing:

Represented employee cost sharing is defined in the collective bargaining agreements (CBA) of each union. Under the AFSCME, EA and FOPPO CBAs, the County pays 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the previous year’s County contribution. Under the POA CBA, the County pays 95% of the composite premium rate for Providence medical plans and the employee agrees to pay 5% of the premium costs. However, if the premium increases more than 10% in any one year, the County and the POA employees shall evenly split the increased costs above 10%. The County pays 100% of the premium for POA employees enrolled in the Kaiser medical plan. The County pays 100% of the dental, life and disability premiums and the administrative costs for the Navia FSA.

Non-Represented Employee Cost-Sharing:

The current practice for non-represented employees is to provide benefit cost sharing in a similar manner as represented employees so that there is no disincentive to promote into a management or supervisory position and for the County to remain competitive in attracting and retaining employees. Under the current cost sharing method, the County pays 95% and the employee pays 5% of the tiered medical premium and the County pays 100% of the dental, life and disability premiums and the administrative costs for the Navia FSA.

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget? YES NO

What is the cost?

The estimated fiscal impact for the 2021 plan year based on current enrollment is:

Medical/Vision:	\$40,509,735.60 (increase of approximately \$700,000 from 2020)
Dental:	\$ 4,414,282.45 (increase of approximately \$120,000 from 2020)
Opt-out cash back:	\$ 486,960.00
Group Term Life:	\$ 193,708.80
Disability (STD):	\$ 265,708.00
Navia FSA Admin:	\$ 37,327.20

What is the funding source? The funding is through contributions and fees paid by county departments, employees, retirees, COBRA beneficiaries, and other agencies contracting with Clackamas County for employee benefits administration.

STRATEGIC PLAN ALIGNMENT:

- How does this item align with your Department's Strategic Business Plan goals?

The purpose of the Benefits program is to provide cost-effective, responsive and comprehensive benefit services to County departments, current, retired employees and their family members so they can better serve the residents of Clackamas County.

- How does this item align with the County's Performance Clackamas goals?

Build trust through good government.

LEGAL/POLICY REQUIREMENTS:

Adherence to current labor contracts. Statutory requirement to include retirees in benefits risk pool and health plans.

PUBLIC/GOVERNMENTAL PARTICIPATION:

The County Benefits Review Committee met regularly throughout the 2021 renewal period in a series of meetings throughout spring and summer 2020. The Benefits Program, with the assistance of Public & Government Affairs (PGA), continues to revise the successful communication plan used in prior years. With the current pandemic environment, PGA and the Benefits team have been working together to create more virtual resources for employees as part of the upcoming open enrollment campaign. Benefits has continued to partner with PGA to maintain a strong communications presence regarding benefits.

OPTIONS:

1. Approve 2021 renewals with Providence, Kaiser, Delta Dental, VSP, Metropolitan Life, Standard Insurance and Navia, and move it forward for formal adoption at a future business meeting. Approve retiree/COBRA/temporary employee medical plan changes. Approve 95%/5% cost share of medical premiums and 100% of the premiums for dental, life, and disability plans for non-represented employees.
2. Approve non-represented employee cost sharing arrangement with changes. Approve 2021 renewals with Providence, Kaiser, Delta Dental, VSP, Metropolitan Life, Standard Insurance and Navia and move it forward for formal adoption at a future business meeting. Approve retiree/COBRA/temporary employee medical plan changes.
3. Do not approve 2021 renewals, retiree/COBRA/temporary employee medical plan changes and/or non-represented employee cost sharing arrangement.

RECOMMENDATION:

Staff recommends option 1: Approve 2021 renewals with Providence, Kaiser, Delta Dental, VSP, Metropolitan Life, Standard Insurance and Navia, and move it forward for formal adoption at a future business meeting. Approve retiree/COBRA/temporary employee medical plan changes. Approve 95%/5% cost share of medical premiums and 100% of the premiums for dental, life, and disability plans for non-represented employees.

ATTACHMENTS:

- 1. 2021 Rate Chart (Exhibit A)
- 2. Clackamas County General County 2021 Draft Renewal Report (Exhibit B)
- 3. General County Providence 2021 Plan Language Changes (Exhibit C)
- 4. General County Kaiser 2021 Plan Language Changes (Exhibit D)
- 5. General County Delta Dental 2021 Plan Language Changes (Exhibit E)
- 6. Clackamas County POA 2021 Draft Renewal Report (Exhibit F)
- 7. POA Providence 2021 Plan Language Changes (Exhibit G)
- 8. POA Kaiser 2021 Plan Language Changes (Exhibit H)
- 9. POA Delta Dental 2021 Plan Language Changes (Exhibit I)
- 10. Retiree/COBRA/Temporary Employee Medical Proposal (Exhibit J)

SUBMITTED BY:

Division Director/Head Approval _____ KD _____
Department Director/Head Approval _____ EM-L _____
County Administrator Approval _____

For information on this issue or copies of attachments, please contact Kristi Durham @ 503-742-5470

2021	NONREPRESENTED				REPRESENTED				PEACE OFFICERS			
MEDICAL												
	Single	Married	Single w/ Child/ren	Family	Single	Married	Single w/ Child/ren	Family	Single	Married	Single w/ Child/ren	Family
Kaiser												
Employer	641.82	1,283.62	1,155.26	1,925.44	603.82	1,279.40	1,144.28	1,955.00	689.88	1,379.76	1,241.78	2,069.64
Employee	33.78	67.56	60.80	101.34	71.78	71.78	71.78	71.78	-	-	-	-
	<u>675.60</u>	<u>1,351.18</u>	<u>1,216.06</u>	<u>2,026.78</u>	<u>675.60</u>	<u>1,351.18</u>	<u>1,216.06</u>	<u>2,026.78</u>	<u>689.88</u>	<u>1,379.76</u>	<u>1,241.78</u>	<u>2,069.64</u>
Composite Equivalent				1,435.54				1,435.54				1,571.44
Employer							95%	<u>1,363.76</u>				
Employee								71.78				
Providence Personal Option/VSP Vision												
Employer	738.14	1,476.30	1,330.94	2,217.30	694.44	1,471.44	1,318.44	2,251.44	707.00	1,511.00	1,352.00	2,319.00
Employee	38.86	77.70	70.06	116.70	82.56	82.56	82.56	82.56	98.00	98.00	98.00	98.00
	<u>777.00</u>	<u>1,554.00</u>	<u>1,401.00</u>	<u>2,334.00</u>	<u>777.00</u>	<u>1,554.00</u>	<u>1,401.00</u>	<u>2,334.00</u>	<u>805.00</u>	<u>1,609.00</u>	<u>1,450.00</u>	<u>2,417.00</u>
Composite Equivalent				1,651.00				1,651.00				1,960.00
Employer							95%	<u>1,568.44</u>				<u>1,862.00</u>
Employee								82.56				98.00
Providence Open Option/VSP Vision												
Employer	814.14	1,627.34	1,467.74	2,442.44	650.00	1,506.00	1,338.00	2,364.00	756.70	1,615.70	1,446.70	2,477.70
Employee	42.86	85.66	77.26	128.56	207.00	207.00	207.00	207.00	104.30	104.30	104.30	104.30
	<u>857.00</u>	<u>1,713.00</u>	<u>1,545.00</u>	<u>2,571.00</u>	<u>857.00</u>	<u>1,713.00</u>	<u>1,545.00</u>	<u>2,571.00</u>	<u>861.00</u>	<u>1,720.00</u>	<u>1,551.00</u>	<u>2,582.00</u>
Composite Equivalent				2,011.00				2,011.00				2,086.00
Employer							90%	<u>1,804.00</u>				<u>1,981.70</u>
Employee								207.00				104.30
Medical Opt Out - Cash Back	83.00	164.00	148.00	247.00	185.00	185.00	185.00	185.00	176.00	176.00	176.00	176.00
Medical Opt Out - HRA Contribution												

	NONREPRESENTED				REPRESENTED				PEACE OFFICERS			
DENTAL												
Kaiser												
Employer	104.10	206.10	143.66	246.68	104.10	206.10	143.66	246.68	104.10	206.10	143.66	246.68
Employee	-	-	-	-	-	-	-	-	-	-	-	-
	<u>104.10</u>	<u>206.10</u>	<u>143.66</u>	<u>246.68</u>	<u>104.10</u>	<u>206.10</u>	<u>143.66</u>	<u>246.68</u>	<u>104.10</u>	<u>206.10</u>	<u>143.66</u>	<u>246.68</u>
Composite:				191.00				191.00				191.00
MODA Preventive												
Employer	84.00	169.00	121.00	207.00	84.00	169.00	121.00	207.00				
Employee	-	-	-	-	-	-	-	-				
	<u>84.00</u>	<u>169.00</u>	<u>121.00</u>	<u>207.00</u>	<u>84.00</u>	<u>169.00</u>	<u>121.00</u>	<u>207.00</u>				
Composite:				166.00				166.00				
MODA Incentive												
Employer	96.00	194.00	136.00	233.00	96.00	194.00	136.00	233.00	74.00	146.00	105.00	-
Employee	-	-	-	-	-	-	-	-	-	-	-	-
	<u>96.00</u>	<u>194.00</u>	<u>136.00</u>	<u>233.00</u>	<u>96.00</u>	<u>194.00</u>	<u>136.00</u>	<u>233.00</u>	<u>74.00</u>	<u>146.00</u>	<u>105.00</u>	<u>177.00</u>
Composite:				184.00				184.00				150.00
MODA 50%												
Employer	109.95	216.46	150.17	259.69	172.12	204.12	184.12	217.12				
Employee Cash Back	(48.00)	(94.00)	(65.00)	(113.00)	(87.00)	(87.00)	(87.00)	(87.00)				
FICA/PERS	(28.95)	(57.46)	(40.17)	(68.69)	(52.12)	(52.12)	(52.12)	(52.12)				
	<u>33.00</u>	<u>65.00</u>	<u>45.00</u>	<u>78.00</u>	<u>33.00</u>	<u>65.00</u>	<u>45.00</u>	<u>78.00</u>				
Composite:				63.00				63.00				
Dental Opt Out												
Employer	77.95	152.46	106.17	182.69	140.12	140.12	140.12	140.12	140.12	140.12	140.12	140.12
Employee Cash Back	(49.00)	(95.00)	(66.00)	(114.00)	(88.00)	(88.00)	(88.00)	(88.00)	(88.00)	(88.00)	(88.00)	(88.00)
FICA/PERS	(28.95)	(57.46)	(40.17)	(68.69)	(52.12)	(52.12)	(52.12)	(52.12)	(52.12)	(52.12)	(52.12)	(52.12)
EAP												
Employer Paid	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66
WELLNESS												
Employer Paid	\$2.86	\$2.86	\$2.86	\$2.86	\$2.86	\$2.86	\$2.86	\$2.86	\$2.86	\$2.86	\$2.86	\$2.86

	Elected/ Nonrep	Nonrep Housing Authority	EA	HA/EA	DTD	WES	FOPPO	C-COM (Non- Dispatch)	C-COM (Dispatch)	POA
LIFE INSURANCE										
Face Value	\$ 150,000	\$ 150,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 75,000	\$ 50,000	\$ 50,000	\$ 75,000
Employer Paid Premium	\$22.20	\$22.20	\$6.80	\$6.80	\$6.80	\$6.80	\$10.20	\$6.80	\$6.80	\$10.20
Face Value (Opt Down Coverage)	\$ 50,000	\$ 50,000								
Employer Premium	\$22.88	\$22.88								
Employee Cash Back	\$ (11.00)	\$ (11.00)								
FICA/PERS Premium	\$ (4.48) \$ 7.40	\$ (4.48) \$ 7.40								
\$5000 Dependent - Employee Paid	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	
\$2000 Dependent - Employer Paid										\$0.38
AD&D - Employee - Employee Paid	\$0.040	\$0.040	\$0.040	\$0.040	\$0.040	\$0.040	\$0.040	\$0.040	\$0.040	\$0.040
AD&D - Family - Employee Paid	\$0.060	\$0.060	\$0.060	\$0.060	\$0.060	\$0.060	\$0.060	\$0.060	\$0.060	\$0.060
DISABILITY										
Short-Term Rate per \$100 Salary	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24
Long-Term Rate per \$100 Salary	\$ 0.34	\$ 0.34	\$ 0.34	\$ 0.34	\$ 0.34	\$ 0.34	\$ 0.34	\$ 0.34	\$ 0.34	\$ 0.34
Maximum Covered Salary	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333
Employee Paid Buy-Up Max Salary	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 10,000
DEFERRED COMPENSATION										
Employer Paid	6.27%						1.00%	1-3% Match	1-3% Match	4.00%
PERS/OPSRP PENSION										
Employee Rate - County Paid	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%
Employer Rate - PERS Tier 1 & 2	27.07%	25.27%	27.07%	25.27%	27.07%	27.07%	27.07%	27.07%	27.07%	27.07%
OPSRP General Service	19.22%	17.75%	19.22%	17.75%	19.22%	19.22%	19.22%	19.22%	19.22%	19.22%
OPSRP Police & Fire	23.85%						23.85%			23.85%
FICA										
Social Security	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%
Medicare	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
RETIREE MEDICAL FUND										
Employer Paid - % of Base Salary	3.50%	(Sheriff's Office Employees Only - POA Union)								
	3.50%	(Sheriff's Office Employees Only - Command)								

	Elected/ Nonrep	Nonrep Housing Authority	EA	HA/EA	DTD	WES	FOPPO	C-COM (Non- Dispatch)	C-COM (Dispatch)	POA
LONGEVITY										
5 - 9 Years	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	\$ 67.32
10-14 Years	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	\$ 134.64
15-19 Years	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	\$ 201.96
20-24 Years	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	\$ 269.28
25-30 Years	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.0%	3.0%	3.0%	\$ 336.60
30+ Years	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	3.5%	3.5%	3.5%	\$ 403.92
VACATION ACCRUALS (MONTHLY)**										
< 5 Years	12.7	12.7	8.7	8.7	8.7	8.7	8.7	10.7	19.1	11.7
Annual Maximum Carryover	280	280	250	250	250	218	280	240	240	240
5 - 9 Years	14.0	14.0	10.7	10.7	10.7	10.7	10.7	12.7	21.1	13.7
Annual Maximum Carryover	280	280	250	250	250	218	280	240	240	240
10-14 Years	16.0	16.0	12.7	12.7	12.7	12.7	12.7	14.7	23.1	15.7
Annual Maximum Carryover	280	280	250	250	250	258	280	280	280	320
15-19 Years	18.0	18.0	14.7	14.7	14.7	14.7	14.7	16.0	24.4	17.0
Annual Maximum Carryover	280	280	250	250	250	258	280	280	280	320
20+ Years	19.3	19.3	16.7	16.7	16.7	16.7	16.7	16.7	25.1	18.3
Annual Maximum Carryover	280	280	250	250	250	258	280	280	280	360
VACATION SELLBACK ACCRUALS (MONTHLY)**										
Accrual (all years of service)	16	16	12	12	12	12	12			
Annual Maximum Carryover	280	280	250	250	250	250	250			
SICK LEAVE										
Monthly accrual	8	8	8	8	8	8	8	8	8	8
No Maximum Carryover										
HOLIDAYS										
Regular	10	10	10	10	10	10	10	10	0	10
Personal (Floating Holiday)	1	1	1	1	1	1	1	2	0	2

Note: Elected Officials do not receive longevity pay, nor do they accrue vacation, sick leave or Personal Holidays.

**Employees hired prior to 01/01/01 have a choice between the regular Vacation plan and the Vacation Sell Back plan.

Employees hired on or after 01/01/01 are enrolled in the Vacation Sell Back plan (except CCOM & POA).

Employees may sell one week of vacation each calendar year as long as they have taken at least one week of vacation during that year.

CCOM Dispatch employees earn additional vacation time in lieu of most holidays.



2021 Health and Welfare Benefit Plan Preliminary Renewal Report

Clackamas County
September 2020

General County



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Summary

The Clackamas County General County 2021 health and welfare benefit plans renewal decisions are outlined in this report.

The table on the following pages is a summary of renewal rates by plan for the General County plans.

PLAN	2020 BUDGET RATE	2021 RENEWAL	% INCREASE
Active / Retiree Medical*			
General County			
VALUE: Kaiser HMO Option 10/10/1000 \$250 Deductible; Vision \$250/12 months			
EE	\$693.18	\$675.60	-2.5%
EE, SP	1,386.38	1,351.18	-2.5%
EE, CH	1,247.74	1,216.06	-2.5%
EE, FAM	2,079.56	2,026.78	-2.5%
COMPOSITE	\$1,466.68	1,435.54	-2.1%
BASE: PHP Personal Option 20/20/3000 \$1000 Common Deductible (includes VSP vision)			
EE	\$746.00	\$777.00	4.2%
EE, SP	1,492.00	1,554.00	4.2%
EE, CH	1,345.00	1,401.00	4.2%
EE, FAM	2,241.00	2,334.00	4.1%
COMPOSITE	\$1,594.00	1,651.00	3.6%
BUY-UP: PHP Open Option 20/10/30/2500 \$750 Common Deductible (includes VSP vision)			
EE	\$823.00	\$857.00	4.1%
EE, SP	1,645.00	1,713.00	4.1%
EE, CH	1,483.00	1,545.00	4.2%
EE, FAM	2,469.00	2,571.00	4.1%
COMPOSITE	\$1,933.00	2,011.00	4.0%
Retiree / Temporary Medical			
PHP \$1000 Deductible			
EE	\$730.63	\$761.32	4.2%
EE, SP	1,461.36	\$1,522.74	4.2%
EE, CH	1,315.14	\$1,370.38	4.2%
EE, FAM	2,191.92	\$2,283.98	4.2%
Kaiser \$1000 Deductible - General County			
EE	\$533.84	\$520.32	-2.5%
EE, SP	1,067.68	\$1,040.64	-2.5%
EE, CH	960.90	\$936.58	-2.5%
EE, FAM	1,601.56	\$1,561.06	-2.5%
PHP Medicare Align			
General County	\$351.90	\$351.90	0.0%
Kaiser Medicare			
General County	\$398.54	\$405.42	1.7%

Vision (VSP) – Rates and Contributions combined with Medical**General County: VSP 12/12/12; \$10/\$30 copay; \$130/\$70 allowance**

EE	\$7.00	\$6.72	-4.0%
EE, SP	13.96	13.38	-4.2%
EE, CH	14.96	14.34	-4.1%
EE, FAM	23.88	22.90	-4.1%
COMPOSITE	\$17.00	\$16.00	-5.9%

Dental (Delta Dental of Oregon) – Rates paid 100% by Clackamas County**General County: Delta Dental Incentive**

EE	\$91.00	\$96.00	5.5%
EE, SP	183.00	194.00	6.0%
EE, CH	128.00	136.00	6.3%
EE, FAM	220.00	233.00	5.9%
COMPOSITE	\$176.00	\$184.00	4.5%

General County: Delta Dental Constant (50%)

EE	\$30.00	\$33.00	10.0%
EE, SP	59.00	65.00	10.2%
EE, CH	41.00	45.00	9.8%
EE, FAM	70.00	78.00	11.4%
COMPOSITE	\$57.00	\$63.00	10.5%

General County: Delta Dental Preventive

EE	\$80.00	\$84.00	5.0%
EE, SP	160.00	169.00	5.6%
EE, CH	115.00	121.00	5.2%
EE, FAM	196.00	207.00	5.6%
COMPOSITE	\$158.00	\$166.00	5.1%

General County/POA: Kaiser

EE	\$104.10	\$104.10	0.0%
EE, SP	206.10	206.10	0.0%
EE, CH	143.66	143.66	0.0%
EE, FAM	246.68	246.68	0.0%
COMPOSITE	\$190.00	\$191.00	0.5%

Life and AD&D (MetLife)**Basic Life (Rate per \$1,000 benefit)**

Nonrepresented – GC	\$0.148	\$0.148	0.0%
Represented – GC & POA	\$0.136	\$0.136	0.0%

Group Universal Life

General County and POA	Age Rated	Age Rated	0.0%
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Dependent Life per Employee (Rate per Family)

\$5,000 per Dependent – GC	\$2.38	\$2.38	0.0%
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Voluntary AD&D – General County Only (Rate per \$1,000 benefit)

Employee Only	\$0.04	\$0.04	0.0%
Employee and Family	\$0.06	\$0.06	0.0%

LTD (Standard)**Self Insured – General County**

Funding Rate (Per \$100 of Covered Salary)	\$0.24	\$0.24	0.0%
General Fee (PEPM)	\$0.36	\$0.36	0.0%
New Claim Fee (Per Claim)	\$390.00	\$390.00	0.0%
Open Claim Fee (Per Claim)	\$19.00	\$19.00	0.0%

Fully Insured – General County

Base Plan (Per \$100 of Covered Salary)	\$0.34	\$0.34	0.0%
Buy-Up Plan (Per \$100 of Covered Salary)	\$0.34	\$0.34	0.0%

Employee Assistance Program – EAP**Cascade (Previously with Standard)**

General Fee PEPM	\$2.60	\$2.66	2.3%
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Flexible Spending Account**Navia**

Monthly Fee PPPM	\$5.00	\$5.15	3.0%
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Long Term Care – LTC**Unum – General County**

General Fee PEPM	Age Rated	Age Rated	0.0%
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*Rates include the standard 2021 contract changes.

PEPM = Per Employee Per Month

PPPM = Per Member Per Month

PPPM = Per Participant Per Month

2

Medical/Prescription Drug/Vision/Alternative Care Plans

Self-Funded Plans

The 2021 projection for the Open and Personal Options called for an overall 4.2% increase for the General County.

The 2021 Providence ASO fees are shown below as per employee per month (PEPM).

Providence Health Plan Administrative Fees

	2021 PEPM
Medical Administration	\$32.45
Pharmacy Administration	5.41
Alternative Care Administration	2.30
Case and Disease Management	9.37
Network Access Fee	8.11
Health Coaching – 12 Sessions	2.12
	\$59.76

Stop Loss Administrative Fees – Optum Health

The 2021 stop loss fee has not been finalized at this time. It will be finalized by no later than the end of November. The current specific attachment point is \$200,000.

Mercer's underwriting projection for the 2021 renewal is included in **Exhibit A** for reference.

General County

The BRC did not elect any plan changes for the 2021 plan year:

Exhibit B contains the preliminary required 2021 contract changes summary for non-grandfathered plans, which was provided by Providence. These will be effective January 1, 2021.

See **Exhibit C** for the Providence 2021 General County benefit summaries.

Retirees – General County

Early (pre-age 65) retirees are eligible for the Providence Personal and Open Option active employee plans.

For those early retirees who live outside of the Providence service area, the County offers the Traditional Option plan for medical coverage. These early retiree rates and prescription drug benefits are the same as the Open Option plans for active employees.

Open Option 15/30/50/2000 \$1000 Common Deductible

The County elected no plan changes for the 2021 plan year. The 2021 benefit summary is included in **Exhibit C**.

Providence Fully-Insured Medicare Align Plan (Medicare Eligible)

There is no change to the 2021 premium rate for the Providence Medicare Align plan.

Medicare Align Plan

Medicare Align With Prescription Drug	\$351.90
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Exhibit B contains the standard 2021 contract changes for non-grandfathered plans proposed by Providence.

See **Exhibit C** for the Providence 2021 early retiree benefit summaries.

Kaiser Permanente

General County

Kaiser proposed an overall 2.5% decrease to the 2021 premium rates.

General County

The General County did not elect to make benefit changes to this plan.

Kaiser's underwriting worksheets for their renewal calculations are included in **Exhibit D** for reference.

Exhibit E contains the 2021 contract changes provided by Kaiser. The BRC accepted the proposed 2021 benefit and administrative clarifications.

See **Exhibit F** for the Kaiser 2021 benefit summaries.



Retirees – General County

Early (pre-age 65) retirees are eligible for the active employee HMO plan. The County also offers a \$1000 deductible plan for early retirees and COBRA participants. The proposed rate decrease of 2.5% for the General County was accepted by the County.

Medicare-Eligible retirees (age 65 and over) are eligible for the Medicare Supplement plan. Premium rates increased by 1.7% for the General County plans.

Exhibit E contains the 2021 contract changes provided by Kaiser.

See **Exhibit F** for the Kaiser 2021 benefit summaries.

Vision Plans

Vision Service Plan (VSP)

The County elected to renew their vision plans with VSP. The rates for the 2021 plan year are provided in Section 1.

The VSP plan is receiving a 2-year rate guarantee. The plan will next renew January 1, 2023.

See **Exhibit G** for the 2021 VSP benefit summaries.

Dental Plans

Delta Dental of Oregon

The Incentive Plan is available to all employees. The 50 Percent Plan and Preventive Plan are only available to General County employees. All three plans are self-funded and administered by Delta Dental of Oregon (Delta).

Clackamas County is entering the second year of a three-year fee agreement with Delta. The fee for each year of the three-year agreement are as follows:

Fee per Employee per Month	2020	2021	2022
Administration fee	\$6.55	\$6.62	\$6.69

The BRC elected the following dental plan change for the 2021 plan year:

1. A separate charge for pulp capping is not covered

Exhibit I contains the Delta administrative contract changes for 2021 for General County.

See **Exhibit J** for the 2021 Delta benefit summaries.

Underwriting

Mercer projected a 2021 combined funding increase of 5.8% for the 2021 self-insured dental plans. The County elects to apply the individual plan funding adjustments to each plan. The break out of adjustments used for the 2021 plan year is provided in the underwriting calculation in **Exhibit H**.

Projections for the County's self-funded dental plans were based on 12 months of claims experience from April 1, 2019, through March 31, 2020. An annual trend factor of 5.0% and 3% margin were used.

Mercer recommended and the County accepted the 2021 funding rates provided in Section 1.

Kaiser Permanente

The County has a fully insured dental plan through Kaiser that is available to all employees. Kaiser proposed no increase to the 2020 premium rates.

Exhibit E contains the 2021 standard contract changes provided by Kaiser, which will be effective January 1, 2021. See **Exhibit F** for the Kaiser 2021 benefit summaries.

The 2021 premium rates for Kaiser dental plan are shown in Section 1.

Life and Voluntary AD&D Insurance

MetLife

The County has basic life, AD&D, dependent life, and group universal life plans with MetLife. The rates are entering the second year of a two-year year agreement.

A summary of the rates for the 2021 plan year are as follows:

General County

Basic Life

Non-Represented Employees	\$0.148/\$1,000
Represented Employees	\$0.136/\$1,000

Dependent Life

\$5,000 per spouse/domestic partner or child	\$2.38 PEPM
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Voluntary Accidental Death and Dismemberment

Employee	\$0.040/\$1,000
Employee and Family (spouse/domestic partner or child)	\$0.060/\$1,000

General County

Group Universal Life (Rates Per \$1,000)		
Age	Non-Smoker Rates	Smoker Rates
< 30	\$0.044	\$0.066
30-34	0.048	0.074
35-39	0.062	0.102
40-44	0.096	0.150
45-49	0.164	0.224
50-54	0.270	0.330
55-59	0.424	0.518
60-64	0.640	0.798
65-69	1.186	1.270
70-74	1.986	1.986

The following levels and corresponding premium rates apply to covered dependent children:

Coverage Amount	\$2,000	\$4,000	\$6,000	\$8,000	\$10,000
Monthly Rate	\$0.12	\$0.24	\$0.36	\$0.48	\$0.60

Long Term Disability Insurance

The Standard

The County offers two LTD plans through The Standard as follows:

- **Base LTD Plan**
 - This coverage is provided by the County without contribution from employees. The disability benefit is 60% of the first \$3,333 of monthly pre-disability income. The plan is self-funded for the first 180 days of a disability and is fully insured starting on the 181st day of a disability.
- **Buy-up LTD Plan**
 - **General County.** This plan offers General County employees the option of buying additional disability coverage, equal to 60% of the next \$5,000 of monthly pre-disability earnings above \$3,333 up to a maximum of \$8,333.

The buy-up LTD benefit plan for the General County is 100% paid by employees on a pretax basis. The Plans have two funding components – self-funded and fully insured. Both components are administered by The Standard.

The benefits will remain unchanged for the 2021 plan year.

Fees and Premium Rates

The Standard will hold the current rates for two more years. The current rates will be in effect through December 31, 2022.

The 2021 funding, premium, and fees are as follows:

Self-Insured Plan

Funding \$0.24 per \$100 of covered payroll

Administration Fees

General \$0.36 PEPM
 New Claim \$390 per claim
 Open Claim \$19 per open claim at month end
 Incidental As incurred

Insured Plan

Base – General County \$0.34/\$100
 Buy-Up – General County \$0.34/\$100

Employee Assistance Plan

Cascade Centers

The 2021 fee for EAP services is as follows:

Fee per Participant per Month

Employee Assistance Program \$2.66

Flexible Spending Account Administrator

Navia Benefits Solutions

The County uses Navia Benefits Solutions (Navia) to provide administration for the FSA plans. The fee will increase from \$5.00 per participant per month to \$5.15 effective January 1, 2021. The renewal fee will be guaranteed for three years.

The 2021 fees are as follows:

Fees per Participant per Month

Health Care FSA \$5.15

Annual Maximum \$2,500

Dependent Care FSA \$5.15

Annual Maximum \$5,000

Long Term Care Insurance

Unum

Unum insures the voluntary long term care (LTC) coverage for General County employees. There is a rate hold for the 2021 plan year.

3

Employee Contributions

General County

For FOPPO, AFSCME and Employee's Association represented employees, the County will pay 95% of the renewal composite medical/prescription/vision rate up to a collectively bargained capped composite amount.

The County will pay 95% of the tiered premium rates for nonrepresented employees.

	Employee Only	Employee w/ Spouse/Partner	Employee w/ Child(ren)	Employee w/ Family
NONREPRESENTED				
Providence Personal Option – Base				
Employer	\$738.14	\$1,476.30	\$1,330.94	\$2,217.30
Employee	38.86	77.70	70.06	116.70
Providence Open Option – Buy-Up				
Employer	\$814.14	1,627.34	1,467.74	2,442.44
Employee	42.86	85.66	77.26	128.56
Kaiser – Value				
Employer	\$641.82	1,283.62	1,155.26	1,925.44
Employee	33.78	67.56	60.80	101.34
Medical Opt Out				
Cash Back	83.00	164.00	148.00	247.00
REPRESENTED				
Providence Personal Option – Base				
Employer	694.44	1,471.44	1,318.44	2,251.44
Employee	82.56	82.56	82.56	82.56
Providence Open Option – Buy-Up				
Employer	650.00	1,506.00	1,338.00	2,364.00
Employee	207.00	207.00	207.00	207.00
Kaiser – Value				
Employer	603.82	1,279.40	1,144.28	1,955.00
Employee	71.78	71.78	71.78	71.78
Medical Opt Out				
Cash Back	185.00	185.00	185.00	185.00



General County - Dental

The County pays 100% of the premium for the Delta Dental of Oregon Incentive and Preventive dental plans and the Kaiser dental plan. The Delta Dental of Oregon Constant (50%) plan and Dental Opt Out cash back for all employees are as follows:

	Employee Only	Employee w/ Spouse/Partner	Employee w/ Child(ren)	Employee w/ Family
Delta Dental of Oregon Constant (50%)				
Nonrepresented				
Cash Back	\$48.00	\$94.00	\$65.00	\$113.00
Represented				
Cash Back	87.00	87.00	87.00	87.00
Dental Opt Out				
Nonrepresented				
Cash Back	49.00	95.00	66.00	114.00
Represented				
Cash Back	88.00	88.00	88.00	88.00

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Mercer (US) Inc.
111 SW Columbia Street, Suite 500
Portland, OR 97201
www.mercer.com

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Benefit Changes – For all plan types, except as otherwise denoted								
Section 4.7.1 language added for osteopathic manipulation	All handbooks	Adding language for osteopathic manipulation coverage to be covered under outpatient services	<p>4.7.1 Outpatient Services: Surgery, Cardiac Rehabilitation, Dialysis, Infusion, Chemotherapy and Radiation Therapy Benefits are provided as shown in the Benefit Summary and include Services at a Hospital-based Outpatient Surgical Facility or an Ambulatory Surgery Center. See section 4.3.5 regarding injectable or infused medications received in a Provider’s office. Covered Services include, but are not limited to, Services for a surgical procedure, outpatient cardiac rehabilitation, and regularly scheduled therapy such as dialysis, infusion (including infused medications), chemotherapy, inhalation therapy, radiation therapy, and therapeutic procedures as ordered by your Qualified Practitioner. Some injectable and infused medications may be required to be supplied by a contracted Specialty Pharmacy. The Plan may require that you obtain a second opinion for some procedures. If you do not obtain a second opinion when requested, Providence Health Plan will not Prior Authorize the Services. For additional information about Prior Authorization, see section 3.5. *****</p>	<p>4.7.1 Outpatient Services: Surgery, Cardiac Rehabilitation, Osteopathic Manipulation, Dialysis, Infusion, Chemotherapy and Radiation Therapy Benefits are provided as shown in the Benefit Summary and include Services at a Hospital-based Outpatient Surgical Facility or an Ambulatory Surgery Center. See section 4.3.5 regarding injectable or infused medications received in a Provider’s office. Covered Services include, but are not limited to, Services for a surgical procedure, outpatient cardiac rehabilitation, <u>osteopathic manipulation</u> and regularly scheduled therapy such as dialysis, infusion (including infused medications), chemotherapy, inhalation therapy, radiation therapy, and therapeutic procedures as ordered by your Qualified Practitioner. Some injectable and infused medications may be required to be supplied by a contracted Specialty Pharmacy. The Plan may require that you obtain a second opinion for some procedures. If you do not obtain a second opinion when requested, Providence Health Plan will not Prior Authorize the Services. For additional information about Prior Authorization, see section 3.5. *****</p>	Yes	No	<p>Currently, osteopathic office visits and osteopathic manipulations are both considered under the PCP office visit benefit and assessed one copay.</p> <p>We are changing osteopathic manipulation so that it is <u>not</u> counted as part of the PCP visit but mapped to another benefit. This means a higher cost share for the member than the current setup, where it is considered part of a PCP visit.</p> <p>Recommendation is to map osteopathic manipulation to the Outpatient Services benefit, subject to its own cost share, to align with PHP’s intended administration of the osteopathic manipulation benefit. It is not common practice to bundle osteopathic manipulation with office visits.</p> <p>Note: Acceptance is <i>optional</i>.</p>	<p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
Section 4.9.1 glucometer benefit change and additional clarifying language for limits	All handbooks	Updating language to provide greater transparency to members of how diabetes supplies/glucose monitors are covered and where they can find more information Changing benefit coverage of glucometers from Durable Medical Equipment to Diabetes Supplies	<p>4.9.1 Medical Supplies (including Diabetes Supplies) *****</p> <p>2. Diabetes supplies, such as needles, syringes, lancets and test strips, may be purchased through Providence Health Plan In-Network medical supply providers or under this benefit at Participating Pharmacies. Unless there is a medical exception on file, diabetes test strips are limited to products listed in our pharmacy formulary and are restricted to 100 test strips per month for insulin dependent Members and 100 test strips every three months for non-insulin dependent Members. See section 4.9.4 for coverage of diabetic equipment such as glucometers and insulin pump devices. *****</p>	<p>4.9.1 Medical Supplies (including Diabetes Supplies) *****</p> <p>2. Diabetes supplies, such as needles, syringes, <u>continuous glucose monitors and blood glucose monitors</u>, lancets and test strips, may be purchased through Providence Health Plan In-Network medical supply providers or under this benefit at Participating Pharmacies. Unless there is a medical exception on file, diabetes test strips are limited to products listed in our pharmacy formulary and are restricted to 100 test strips per month for insulin dependent Members and 100 test strips every three months for non-insulin dependent Members. Formulary, Prior Authorization, and quantity limits may apply – please see your Formulary for details. See section 4.9.4 for coverage of diabetic equipment such as <u>glucometers and</u> insulin pump devices. *****</p>	Yes – Glucometer changes only	No	<p>Glucometers are currently stated as being covered under the Durable Medical Equipment Benefit. However, since they are used for testing blood levels related to Diabetes, we suggest moving glucometers to the diabetic supplies benefit so that they are covered in full. This will provide a better benefit for diabetic members. Leaving glucometers as a Durable Medical Equipment benefit applies a cost share to members.</p> <p>Note: Acceptance is <i>optional</i>, however, PHP recommends adoption to provide a better benefit for diabetic members.</p> <p>Language on test strip limits should be removed to reduce confusion, as what we actually allow is more than what is listed in the handbook. We recommend referring members to their formulary for details.</p>	<p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>

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			<p>4.14.1 Using Your Prescription Drug Benefit *****</p> <ul style="list-style-type: none"> Diabetes supplies and inhalation extender devices may be obtained at your Participating Pharmacy. However, these items are considered medical supplies and devices and are subject to your Medical Supplies benefits, limitations and Copayments and/or Coinsurances. See section 4.9.1 and your Benefit Summary. Diabetes supplies do not include glucometers and insulin pump devices, which are covered under your Durable Medical Equipment benefit, section 4.9.4. <p>*****</p>	<p>4.14.1 Using Your Prescription Drug Benefit *****</p> <ul style="list-style-type: none"> Diabetes supplies and inhalation extender devices may be obtained at your Participating Pharmacy. However, these items are considered medical supplies and devices and are subject to your Medical Supplies benefits, limitations and Copayments and/or Coinsurances. See section 4.9.1 and your Benefit Summary. Diabetes supplies do not include glucometers and insulin pump devices, which are covered under your Durable Medical Equipment benefit, section 4.9.4. <p>*****</p>				
Section 4.10.2 removal of neurofeedback	All handbooks	Should have been removed previously to align with mental health parity	<p>4.10.2 Applied Behavior Analysis *****</p> <p>Exclusions to ABA Services: *****</p> <ul style="list-style-type: none"> Custodial or respite care, creative arts therapy, wilderness or adventure camps, social counseling, music therapy, neurofeedback, chelation or hyperbaric chambers; <p>*****</p>	<p>4.10.2 Applied Behavior Analysis *****</p> <p>Exclusions to ABA Services: *****</p> <ul style="list-style-type: none"> Custodial or respite care, creative arts therapy, wilderness or adventure camps, social counseling, music therapy, neurofeedback, chelation or hyperbaric chambers; <p>*****</p>	Yes	No	<p>The decision to remove neurofeedback as an ABA exclusion is based on PHP's interpretation of federal and state mental health parity laws. This change is also based on federal case law, which prohibits plans from including categorical exclusions for the treatment of mental health conditions (including autism).</p> <p>Note: Acceptance is <i>optional</i> for ASO. However, PHP recommends adoption to adhere to what we have interpreted as following mental health parity laws.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Section 4.12.17 inclusion of coverage for drug-induced Alopecia	All handbooks	Adding coverage for drug-induced Alopecia	<p>4.12.17 Wigs</p> <p>The Plan will provide coverage for one synthetic wig every calendar year for Members who have undergone chemotherapy or radiation therapy at the Medical Equipment, Supplies and Devices benefit level listed in your Benefit Summary. Wigs may be purchased from any wig supplier. Wig suppliers may require Members to pay for items and submit the paid receipt to Providence Health Plan for reimbursement. For information about submitting claims, see section 6.1.1.</p>	<p>4.12.17 Wigs</p> <p>The Plan will provide coverage for one synthetic wig every calendar year for Members who have undergone chemotherapy or radiation therapy <u>or are experiencing pharmaceutical drug-induced Alopecia</u> at the Medical Equipment, Supplies and Devices benefit level listed in your Benefit Summary. Wigs may be purchased from any wig supplier. Wig suppliers may require Members to pay for items and submit the paid receipt to Providence Health Plan for reimbursement. For information about submitting claims, see section 6.1.1.</p>	Yes	Yes – OR state regulation only (OAR 836-053-0012(3)(c)(B); no federal mandate	<p>Wigs are currently written as covered for chemotherapy, but we are suggesting to include coverage for people who have hair-loss from the same drugs as chemo, but not related to cancer.</p> <p>Note: Acceptance is <i>optional</i> for ASO groups that are not required to or do not electively follow state mandates. However, PHP recommends adoption to reduce barriers to health.</p> <p>AM Note: negligible. However Clackamas County has elected to follow all mandates. Coverage is considered accepted to comply</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
New section and update for biofeedback	All handbooks	New section explaining coverage for biofeedback	N/A – adding section on Biofeedback	<p>4.12.19 Biofeedback</p> <p><u>Coverage is provided, as shown in the Benefit Summary for biofeedback to treat migraine headaches or urinary incontinence. Services must be Medically Necessary and within the Qualified Practitioner's scope of license.</u></p>	Yes	No	<p>This is already a covered benefit for some groups. This change is to call it out for member visibility, and to align to current medical policy. Currently, it is covered by waiving the deductible and having unlimited visits.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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			<p>5. EXCLUSIONS ***** The Plan does not cover: *****</p> <ul style="list-style-type: none"> Charges for health clubs or health spas, aerobic and strength conditioning, work-hardening programs, and all related material and products for these programs; Thermography; 	<p>***** 5. EXCLUSIONS ***** The Plan does not cover: *****</p> <ul style="list-style-type: none"> Charges for health clubs or health spas, aerobic and strength conditioning, work-hardening programs, and all related material and products for these programs; Biofeedback, except as provided in section 4.12.19; Thermography; 			<p>The proposal is to add biofeedback language to the handbook, and change biofeedback coverage to apply a deductible & coinsurance and have a limit of 10 visits per lifetime. Limits do not apply to Mental Health Services. Coverage would be for the following medical conditions only: migraines and urinary incontinence.</p> <p>Note: Acceptance is <i>optional</i>, however, PHP recommends adoption to align with medical policy.</p> <p>2 questions: 1. Add to handbook per the changes noted to the left and 2. Update cost shares to apply deductible and limit to 10 visits per lifetime</p>	
Early refill of eye drops exclusion	All handbooks	Updating language to better reflect an exclusion and when the exclusion does not apply	<p>4.14.8 Prescription Drug Exclusions *****</p> <p>19. Drugs that are not FDA-approved or are designated as “less than effective” by the FDA (also known as “DESI” drugs); and</p> <p>20. Vaccines and medications solely for the purpose of preventing travel related diseases as defined by the CDC.</p>	<p>4.14.8 Prescription Drug Exclusions *****</p> <p>19. Drugs that are not FDA-approved or are designated as “less than effective” by the FDA (also known as “DESI” drugs); and</p> <p>20. Vaccines and medications solely for the purpose of preventing travel related diseases as defined by the CDC; and</p> <p>20-21. Early refill of eye drops, except when there is a change in directions by your provider, or if synchronizing your prescription refills. [This exclusion does not apply to eye drops prescribed for the treatment of glaucoma.]</p>	Yes	Yes - second sentence only applies to state abiding ASO groups (ORS 743A.065)	<p>First sentence added to provide transparency of coverage for members that have or may require eye drops.</p> <p>The second bracketed sentence is required for groups that are required to or electively choose to follow state mandates. State abiding ASO groups cannot exclude early refills of eye drops for glaucoma members, per ORS 743A.065.</p> <p>Note: Acceptance of the second sentence is <i>optional</i> for ASO groups that are not required to or do not electively follow state mandates.</p> <p>However, PHP recommends adoption to provide a better benefit for members with glaucoma.</p>	<p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
Section 5. Exclusions	All handbooks	Removing civil riot/military activities exclusion per Oregon state's direction	<p>5. EXCLUSIONS ***** General Exclusions: The Plan does not cover Services and supplies which: *****</p> <ul style="list-style-type: none"> Relate to participation in a civil revolution or riot, duty as a member of the armed forces of any state or country, or a war or act of war which is declared or undeclared. 	<p>5. EXCLUSIONS ***** General Exclusions: The Plan does not cover Services and supplies which: *****</p> <ul style="list-style-type: none"> Relate to participation in a civil revolution or riot, duty as a member of the armed forces of any state or country, or a war or act of war which is declared or undeclared. 	Yes	Yes (OR state mandate only; no federal mandate)	<p>Removing plan exclusion of coverage for any injuries or illnesses related to a member's voluntary participation in a civil riot, military services, or war-related activities.</p> <p>This is being done at the express direction of Oregon DFR out of their concerns of potential discrimination against: 1) military personnel who may have a pre-existing condition or may not have full access to care under their military plan, and 2) individuals who may be injured in the ongoing civil protests.</p>	<p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>

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							Note: This change <u>only</u> applies to ASO groups which are required to or electively choose to follow state law. It is otherwise completely <i>optional</i> for ASO.	
Benefit Administration Changes – For all plan types, except as otherwise denoted								
Additional language added to prior authorization list	All handbooks	Adding language to callout some additional services that require prior authorization	<p>3.5 PRIOR AUTHORIZATION ***** Services requiring Prior Authorization: *****</p> <ul style="list-style-type: none"> Certain Medical Supplies, Medical Appliances, Prosthetic and Orthotic Devices, and Durable Medical Equipment, as provided in section 4.9; <p>*****</p>	<p>3.5 PRIOR AUTHORIZATION ***** Services requiring Prior Authorization: *****</p> <ul style="list-style-type: none"> Certain Medical Supplies, Medical Appliances, Prosthetic and Orthotic Devices, and Durable Medical Equipment, as provided in section 4.9; Certain outpatient services including, but not limited to, neurodevelopmental therapy, neurological testing, and botulinum therapies. <p>*****</p>	Yes	No	This change is being made in anticipation of bringing Behavioral Health services in-house.	
Removal of authorizing agent language	All handbooks	Removing language around authorizing agent due to bringing services in-house	<p>4.5.4 Emergency Detoxification Services Medically Necessary detoxification will be treated as an Emergency Medical Condition when the Member is not enrolled in a Chemical Dependency treatment program, as stated in section 4.10.3, at the time Services are received. Prior Authorization is not required for emergency treatment; however, Providence Health Plan or our authorizing agent must be notified within 48 hours following the onset of treatment, or as soon as reasonably possible, in order for coverage to continue. If a Member is to be transferred to an In-Network Provider for continued inpatient care, the cost of Medically Necessary transportation will be covered. Continuing or follow-up care is not a Covered Service unless Prior Authorized by Providence Health Plan or their authorizing agent.</p> <p>4.10.2 Applied Behavior Analysis Benefits are provided for Applied Behavior Analysis (ABA) for the treatment of autism spectrum disorders, subject to the following limitations: *****</p> <ul style="list-style-type: none"> Prior Authorization is received by us or our authorizing agent; <p>*****</p>	<p>4.5.4 Emergency Detoxification Services Medically Necessary detoxification will be treated as an Emergency Medical Condition when the Member is not enrolled in a Chemical Dependency treatment program, as stated in section 4.10.3, at the time Services are received. Prior Authorization is not required for emergency treatment; however, Providence Health Plan or our authorizing agent must be notified within 48 hours following the onset of treatment, or as soon as reasonably possible, in order for coverage to continue. If a Member is to be transferred to an In-Network Provider for continued inpatient care, the cost of Medically Necessary transportation will be covered. Continuing or follow-up care is not a Covered Service unless Prior Authorized by Providence Health Plan or their authorizing agent.</p> <p>4.10.2 Applied Behavior Analysis Benefits are provided for Applied Behavior Analysis (ABA) for the treatment of autism spectrum disorders, subject to the following limitations: *****</p> <ul style="list-style-type: none"> Prior Authorization is received by us or our authorizing agent; <p>*****</p>	Yes	No	This change is being made in anticipation of bringing Behavioral Health services in-house.	

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			<p>An approved ABA treatment plan is subject to review by us or our authorizing agent, and may be modified or discontinued if review shows that the Member receiving treatment is not making measurable clinical progress toward the goals identified in the treatment plan.</p> <p>4.10.3 Chemical Dependency Services ***** Covered Services include diagnostic evaluation, detoxification, individual and group therapy, inpatient hospitalization as stated in section 4.6.1, residential, day, intensive outpatient, or partial hospitalization Services when they are Medically Necessary as determined by Providence Health Plan or their authorizing agent.</p>	<p>An approved ABA treatment plan is subject to review by us or our authorizing agent, and may be modified or discontinued if review shows that the Member receiving treatment is not making measurable clinical progress toward the goals identified in the treatment plan.</p> <p>4.10.3 Chemical Dependency Services ***** Covered Services include diagnostic evaluation, detoxification, individual and group therapy, inpatient hospitalization as stated in section 4.6.1, residential, day, intensive outpatient, or partial hospitalization Services when they are Medically Necessary as determined by Providence Health Plan or their authorizing agent.</p>				
Section 4.7.1 language added for pain management	All Handbooks	Adding language to reflect pain management benefit	<p>4.7.1 Outpatient Services: Surgery, Cardiac Rehabilitation, Dialysis, Infusion, Chemotherapy and Radiation Therapy Benefits are provided as shown in the Benefit Summary and include Services at a Hospital-based Outpatient Surgical Facility or an Ambulatory Surgery Center. See section 4.3.5 regarding injectable or infused medications received in a Provider's office. Covered Services include, but are not limited to, Services for a surgical procedure, outpatient cardiac rehabilitation, and regularly scheduled therapy such as dialysis, infusion (including infused medications), chemotherapy, inhalation therapy, radiation therapy, and therapeutic procedures as ordered by your Qualified Practitioner. Some injectable and infused medications may be required to be supplied by a contracted Specialty Pharmacy. The Plan may require that you obtain a second opinion for some procedures. If you do not obtain a second opinion when requested, Providence Health Plan will not Prior Authorize the Services. For additional information about Prior Authorization, see section 3.5. *****</p>	<p>4.7.1 Outpatient Services: Surgery, Cardiac Rehabilitation, Dialysis, Infusion, Chemotherapy and Radiation Therapy, and Multidisciplinary Pain Management Programs Benefits are provided as shown in the Benefit Summary and include Services at a Hospital-based Outpatient Surgical Facility or an Ambulatory Surgery Center. See section 4.3.5 regarding injectable or infused medications received in a Provider's office. Covered Services include, but are not limited to, Services for a surgical procedure, outpatient cardiac rehabilitation, and regularly scheduled therapy such as dialysis, infusion (including infused medications), chemotherapy, inhalation therapy, radiation therapy, and therapeutic procedures, <u>and approved multidisciplinary pain management programs</u> as ordered by your Qualified Practitioner. Some injectable and infused medications may be required to be supplied by a contracted Specialty Pharmacy. The Plan may require that you obtain a second opinion for some procedures. If you do not obtain a second opinion when requested, Providence Health Plan will not Prior Authorize the Services. For additional information about Prior Authorization, see section 3.5. *****</p>	Yes	No	<p>We need to map the Pain Management Program to the Outpatient Services benefit.</p> <p>Right now, the Pain Management codes are hitting the Physical Therapy benefit, but should be separated to align with the intent of the Pain Management Program.</p> <p>The Pain Management Program is separate from Physical Therapy. The Physical Therapy benefit has its own yearly accumulations. Changing this will be a better benefit for the member, in regards to the Pain Management Program.</p>	
Appeals and Grievances	All Handbooks	Changing response time for non-urgent post-service claim	<p>7.2.1 Your Grievance and Appeal Rights ***** To the extent possible, Customer Service will resolve complaints filed by telephone at the point of service. We</p>	<p>7.2.1 Your Grievance and Appeal Rights *****</p>	Yes	Yes	For 2021, PHP has elected to change our ASO appeals process to follow the full 60-day notification time frame for responding to <u>non-urgent post-service claim</u> appeals, as expressly	

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		appeals to follow ERISA	will acknowledge all non-urgent pre-service and post-service Grievances and Appeals within seven days of receipt and resolve within 30 days or sooner depending on the clinical urgency. Urgent medical conditions and concurrent care have different resolution timelines, as noted below. *****	<ul style="list-style-type: none"> To the extent possible, Customer Service will resolve complaints filed by telephone at the point of service. We will acknowledge all non-urgent pre-service and post-service Grievances and Appeals within seven days of receipt and <u>notify you of our decision resolve</u> within 30 days (for non-urgent pre-service matters) or 60 days (for non-urgent post-service matters). or sooner depending on the clinical urgency. Urgent medical conditions and concurrent care have different resolution timelines, as noted below. *****			permitted by ERISA. [29 CFR § 2560.503-1(i)(2)(iii)(A)]. Previously, PHP followed the State standard (30-day notification time frame) for responding to this type of appeals across both fully-insured and ASO lines for simplicity and uniformity in administration. In current day, with greater resources and process flows in place, we seek to administer appeals for ASO line in accordance with the federal laws which are intended for ERISA-subject self-funded plans. Note: This change does <u>not</u> apply to non-ERISA ASO groups which are required to or electively choose to follow state law. State-abiding ASO groups will remain on the 30-day State standard.	
Language Changes – For all plan types, except as otherwise denoted								
Update provider directory web address	Some handbooks where existing language exists	Updating the provider directory web address to increase the ease of access	http://phppd.providence.org/	http://phppd.providence.org/ProvidenceHealthPlan.com/findaprovider	No	No	Only applies to groups that currently use the provider directory link http://phppd.providence.org/	
Updating Quick Reference Guide	All Handbooks	Updating the Customer Service Quick Reference Guide to provide correct contact information for members	Customer Service Quick Reference Guide: ***** Medical Prior Authorization Requests 800-638-0449 (toll-free) Mental Health and Chemical Dependency Prior Authorization 800-711-4577 (toll-free)	Customer Service Quick Reference Guide: ***** Medical, Mental Health, and Chemical Dependency Prior Authorization Requests 800-638-0449 (toll-free) 503-574-6464 (fax) [Mental Health and Chemical Dependency Prior Authorization 800-711-4577 (toll-free)] Provider Directory ProvidenceHealthPlan.com/findaprovider	No	No	This change is being made in anticipation of bringing Behavioral Health services in-house. Adding Prior Authorization fax number and provider directory link are updates independent of bringing behavioral health in-house and are effective today.	
Privacy Policy Revision	All handbooks	Removing unnecessary language	2.8 PRIVACY OF MEMBER INFORMATION ***** Confidentiality and Your Employer In accordance with the federal privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA), Providence Health Plan will not disclose a Member’s protected health information (PHI) to the	2.8 PRIVACY OF MEMBER INFORMATION ***** Confidentiality and your Employer In accordance with the federal privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA), Providence Health Plan will not disclose a Member’s protected health information (PHI) to the	No	No	Removing extraneous language. Last sentence of the paragraph under “Confidentiality and your Employer” is too detailed as the language immediately following it explains the HIPAA guidelines.	

0120 to 0121 ASO Contract Comparison – ACA non-grandfathered plans (non-GR)

Option Advantage, Personal Option, HSA-Qualified, Choice (Medical Home)

– UPDATED 09.10.2020 –



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Topic	Affected Material	Description	Current Language & Provisions (from existing 0120 documents)	New Language & Provisions (in new 0121 documents)	Benefit or Benefit Administration change?	Required by regulation or rule?	Comments	Client Accepts Change? (Y/N)
			<p>Employer or any agent of the Employer unless requested for the HIPAA allowed purpose of the Employer's obtaining bids from other health plans for further health coverage or for the Employer's modifying, amending, or terminating any benefit under the health plan. In these circumstances, Providence Health Plan may release summary health information, which is PHI from which your name, ID number, dates smaller than a year, and certain other identifiers have been removed.</p> <p>Providence Health Plan may disclose a Member's PHI to an Employer or any agent of the Employer if the disclosure is:</p> <ol style="list-style-type: none"> 1. In compliance with the applicable provisions of HIPAA; and 2. -Due to a HIPAA-compliant authorization the Member has completed to allow the Employer access to the Member's PHI; or 3. Consistent with the HIPAA privacy protections that are contained in the Employer's group health plan documents, as certified in writing to Providence Health Plan by the Employer. The details of this required certification can be reviewed at https://healthplans.providence.org/about-us/privacy-notices-policies/protected-health-information-and-your-employer/. <p>*****</p> 	<p>Employer or any agent of the Employer unless requested for the HIPAA allowed purpose of the Employer's obtaining bids from other health plans for further health coverage or for the Employer's modifying, amending, or terminating any benefit under the health plan. In these circumstances, Providence Health Plan may release summary health information, which is PHI from which your name, ID number, dates smaller than a year, and certain other identifiers have been removed.</p> <p>Providence Health Plan may disclose a Member's PHI to an Employer or any agent of the Employer if the disclosure is:</p> <ol style="list-style-type: none"> 1. In compliance with the applicable provisions of HIPAA; and 2. -Due to a HIPAA-compliant authorization the Member has completed to allow the Employer access to the Member's PHI; or 3. Consistent with the HIPAA privacy protections that are contained in the Employer's group health plan documents, as certified in writing to Providence Health Plan by the Employer. The details of this required certification can be reviewed at https://healthplans.providence.org/about-us/privacy-notices-policies/protected-health-information-and-your-employer/. <p>*****</p> 				
Section 3.1.1 Medical Home Selection form web address	Choice (Medical Home) handbooks only	Update the link for online access to the Medical Home Selection form	<p>3.1.1 Choosing or Changing a Medical Home *****</p> <p>Once you have chosen a Medical Home, you must communicate your Medical Home selection to Providence Health Plan before receiving services:</p> <ul style="list-style-type: none"> • Phone: Call Customer Service at 503-574-7500 or 800-878-4445, Monday through Friday, 8 a.m. to 5 p.m. • Mail: Download the Medical Home Selection Form from our website at ProvidenceHealthPlan.com. Mail your completed form to: Providence Health Plan Attn: Customer Service PO Box 3125 Portland, OR 97208 • Email: Download the Medical Home Selection Form from our website at 	<p>3.1.1 Choosing or Changing a Medical Home *****</p> <p>Once you have chosen a Medical Home, you must communicate your Medical Home selection to Providence Health Plan before receiving services:</p> <ul style="list-style-type: none"> • Phone: Call Customer Service at 503-574-7500 or 800-878-4445, Monday through Friday, 8 a.m. to 5 p.m. • Mail: Download the Medical Home Selection Form from our website at ProvidenceHealthPlan.com/medhomeform. Mail your completed form to: Providence Health Plan Attn: Customer Service PO Box 3125 Portland, OR 97208 • Email: Download the Medical Home Selection Form from our website at 	No	No	Updating medical home form link.	

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			<p>ProvidenceHealthPlan.com. E-mail your completed form to medicalhomeselectionforms@providence.org.</p> <ul style="list-style-type: none"> Fax: Download the Medical Home Selection Form from our website at ProvidenceHealthPlan.com. Fax your completed form to 503-574-8208. 	<p>ProvidenceHealthPlan.com medhomeforms. E-mail your completed form to medicalhomeselectionforms@providence.org.</p> <ul style="list-style-type: none"> Fax: Download the Medical Home Selection Form from our website at ProvidenceHealthPlan.com medhomeforms. Fax your completed form to 503-574-8208. 				
Language update to clarify current billing process for Out-of-Network emergency services	All handbooks except Personal Option	Updating language to call out potential balance billing by Out-of-Network providers and Out-of-Network Hospitals	<p>4.5.1 Emergency Care ***** If you decline transfer to an In-Network facility once we have determined that repatriation is medically appropriate, the additional days spent at the Out-of-Network Hospital will be subject to your Out-of-Network benefits. *****</p>	<p>4.5.1 Emergency Care ***** If you decline transfer to an In-Network facility once we have determined that repatriation is medically appropriate, the additional days spent at the Out-of-Network Hospital will be subject to your Out-of-Network benefits.</p> <p><u>Note: While Emergency Services received from Out-of-Network Providers at Out-of-Network Facilities are covered under your In-Patient benefit until the time that your condition becomes stable, the Out-of-Network Providers and Out-of-Network Facilities are not contracted with Providence Health Plan. Therefore, the claims are priced using Usual, Reasonable and Customary (UCR) pricing, as described in section 4.3. Unless otherwise prohibited by state or federal law, you may be billed by the Out-of-Network Providers and Out-of-Network Facilities for amounts above the Allowed Amount of the claim, as determined by UCR.</u> *****</p>	No	No	Language update necessary to advise members of potential balance billing by Out-Of-Network providers and Out-Of-Network hospitals (unless otherwise prohibited by state or federal law), even when emergency services are covered at an In-Network benefit until the member is stable and able to be transferred to an In-Network facility.	
Section 4.12.14 additional clarifying language	All handbooks	Providing clarifying language about the type of treatment of Gender Dysphoria that is subject to Medical Necessity	<p>4.12.14 Gender Dysphoria Benefits are provided for the treatment of Gender Dysphoria. Covered Services include, but are not limited to, Mental Health, Prescription Drug, and surgical procedures. Coverage is provided at the applicable benefit level for the type of Covered Services received, as shown in your Benefit Summary. For example, surgical procedures are subject to your provider surgical benefit and applicable inpatient or outpatient facility benefit. Treatment of Gender Dysphoria is subject to Medical Necessity, as set forth in our medical policy, and must be received from licensed providers and facilities. Prior Authorization may apply. Please see</p>	<p>4.12.14 Gender Dysphoria Benefits are provided for the treatment of Gender Dysphoria. Covered Services include, but are not limited to, Mental Health, Prescription Drug, and surgical procedures. Coverage is provided at the applicable benefit level for the type of Covered Services received, as shown in your Benefit Summary. For example, surgical procedures are subject to your provider surgical benefit and applicable inpatient or outpatient facility benefit. Treatment-Surgical treatment of Gender Dysphoria is subject to Medical Necessity, as set forth in our medical policy, and must be received from licensed providers and facilities. Prior Authorization may</p>	No	No	Language update necessary to accurately reflect that <i>surgical</i> treatment of gender dysphoria is subject to medical necessity review.	

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			section 3.5 for a list of services requiring Prior Authorization. *****	apply. Please see section 4.4 for a list of services requiring Prior Authorization. *****				
Language update to reflect override allowances	All handbooks	Updating language to better reflect available benefits	4.14.7 Prescription Drug Limitations ***** 7. In accordance with the ACA, your Plan provides coverage in full of certain medications, including contraceptives, when these medications are purchased from Participating Pharmacies. Not all preventive medications are required to be covered in full by the ACA. Medications in this category may be subject to medical management techniques to determine frequency, method, treatment, or setting. Brand medications for which a generic is available will not be covered in full unless the Member has received Prior Authorization from Providence Health Plan.	4.14.7 Prescription Drug Limitations ***** <u>7.</u> In accordance with the ACA, your Plan provides coverage in full of certain medications, including contraceptives, when these medications are purchased from Participating Pharmacies. Not all preventive medications are required to be covered in full by the ACA. Medications in this category may be subject to medical management techniques to determine frequency, method, treatment, or setting. Brand medications for which a generic is available will not be covered in full unless the Member has received Prior Authorization from Providence Health Plan. <u>7-8. Vacation supply medication refill overrides are limited to a 30-day supply once per Calendar Year, unless otherwise provided under your Plan. Additional exceptions may be granted on a case-by-case basis.</u> <u>8-9. A 30 day supply medication refill override will be granted if you are out of medication and have not yet received your drugs from a participating mail order pharmacy.</u>	No	No	Language update necessary to provide greater transparency of medication override benefits for members and limits to the coverage.	
Prescription combination drugs exclusion	All handbooks	Updating language to better reflect scope of existing exclusion	4.14.8 Prescription Drug Exclusions ***** 11. Drugs placed on a prescription-only status as required by state or local law;	4.14.8 Prescription Drug Exclusions ***** 11. Drugs, <u>which may include prescription combination drugs</u> , placed on a prescription-only status as required by state or local law;	No	No	This language change clarifies the scope of the existing prescription drug exclusion.	
Removing address due to in-house services	All handbooks	Removing the address due to bringing services in-house Correcting P.O. Box number	6.1.1 Timely Submission of Claims ***** Please send all claims to: Providence Health Plan Attn: Claims Dept P.O. Box 4327 Portland, OR 97208-4327 Mental Health and Chemical Dependency claims should be submitted to:	6.1.1 Timely Submission of Claims ***** Please send all claims to: Providence Health Plan Attn: Claims Dept P.O. Box <u>3125 4327</u> Portland, OR 97208- <u>31254327</u> <u>Mental Health and Chemical Dependency claims should be submitted to:</u>	No	No	This change is being made in anticipation of bringing Behavioral Health services in-house. Reverting claims PO Box number back to 3125 as it was changed in error.	

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			PBH PO Box 30602 Salt Lake City, UT 84130 *****	PBH PO Box 30602 Salt Lake City, UT 84130 *****				
Section 8 language modification	All handbooks	Modified language to improve readability	8. ELIGIBILITY AND ENROLLMENT This section outlines who is eligible for coverage, and how and when to enroll yourself and your Eligible Family Dependents. No benefits shall be available to anyone not enrolled under this Plan. You and your Employer must provide us with evidence of eligibility as requested. *****	8. ELIGIBILITY AND ENROLLMENT This section outlines who is eligible for coverage, and how and when to enroll yourself and your Eligible Family Dependents. No benefits shall be available to anyone not enrolled under this Plan. You and your Employer must provide us-Providence Health Plan with evidence of eligibility as requested. *****	No	No	Updating reference to Providence Health Plan to avoid confusion	

2021 *Group Agreement* and *Evidence of Coverage* Summary of Changes and Clarifications for Oregon Large Employer Groups (General County Plans)

This is a summary of changes and clarifications that we have made to your *Group Agreement*. The *Group Agreement* includes the *Evidence of Coverage (EOC)*, “Benefit Summary,” and any applicable rider and endorsement documents. This summary does not include minor changes and clarifications we are making to improve the readability and accuracy of the *Group Agreement*. These changes and clarifications do not include changes that may occur throughout the remainder of the year as a result of federal or state mandates.

Other Group-specific or product-specific plan design changes (including changes to Copayment or Coinsurance amounts) may apply, such as moving to standard benefits. Refer to the Rate Proposal and/or the Summary of Plan Changes document for information about these types of changes.

To the extent that this summary of changes and clarifications conflicts with, modifies, or supplements the information contained in your *Group Agreement*, the information contained in the *Group Agreement* shall supersede what is set forth below. Unless another date is listed, the changes in this document are effective when your Group renews in 2021. The products named below are offered and underwritten by Kaiser Foundation Health Plan of the Northwest.

Changes and clarifications that apply to Traditional, Deductible, High Deductible, Added Choice[®], and PPO Plus[®] medical plans

Changes to Senior Advantage plans are explained at the end of this summary.

Benefit changes

- For Deductible and High Deductible Health Plans, we have added selected preventive care services to be covered without a deductible for individuals diagnosed with specific chronic conditions, as allowed under the IRS and US Treasury Department Notice 2019-45.
- The “Limited Outpatient Prescription Drugs and Supplies” section of the “Benefit Summary” has been modified to indicate that the cost share for insulin is not subject to Deductible and will not exceed \$100 per 30-day supply.
- The “Maternity and Newborn Care” section of the *EOC* and Benefit Summary has been modified to indicate that newborn nurse home visiting Services are covered as required per Oregon Senate Bill 526.
- Home ultraviolet light therapy equipment for treatment of certain skin conditions has been added to the list of covered DME under the “Outpatient Durable Medical Equipment (DME)” section of the *EOC*.

Benefit clarifications

- The “Post-Stabilization Care” section of *EOC* has been modified to clarify that these benefit provisions apply to covered Services from vendors, such as providers of Durable Medical Equipment (DME).
- The “Preventive Care Services” section of the *EOC* has been modified. A bullet has been added to the confirm coverage for any state-required reproductive health preventive Services for all Members.
- The “Chemical Dependency Services” section of the *EOC* has been modified. A statement has been added to confirm that the benefits in this section comply with the federal Mental Health Parity and Addiction Equity Act.

- The term “DME formulary” is being removed from the “Outpatient Durable Medical Equipment (DME)” and “External Prosthetic Devices and Orthotic Devices” sections for clarity and to reduce confusion with “formulary” in reference to prescription drug benefits.
- The “External Prosthetic Devices and Orthotic Devices” section of the Traditional, Deductible, and High Deductible Health Plan *EOC* has been modified for accuracy and consistency within the contract. Language has been added to specify that Services are covered subject to Utilization Review.
- The “Hearing Aid Services for Dependents” section of the *EOC* has been revised for better alignment with the requirements of ORS 743A.141.
- The “Limited Outpatient Prescription Drugs and Supplies” section of the Traditional, Deductible and High Deductible Health Plan *EOCs* has been modified for alignment across products. A parenthetical was added, excepting insulin from the “Injectable drugs that are self-administered” exclusion.
- The “Mental Health Services” section of the *EOC* and the Benefit Summary have been modified to clarify that partial hospitalization is a covered Service.
- The “Outpatient Durable Medical Equipment” section of the *EOC* has been modified to clarify that both blood glucose monitors and continuous glucose monitors are covered.
- The Low-Vision Aids and Vision Hardware and Optical Services exclusions in the Exclusions and Limitations section of the *EOC* have been modified for clarity to include a cross reference to the “Pediatric Vision Hardware and Optical Services Enhanced Benefit Rider.”
- The “Exclusions and Limitations” section of the *EOC* has been modified. The surrogacy limitation clarifies that it applies to both traditional and gestational surrogacy arrangements.

Administrative changes or clarifications

- The *Group Agreement* has been modified to clarify that Company may terminate the *Group Agreement* if there are no Members covered, regardless of whether Members reside or work in the Service Area, as that is not a requirement of eligibility for all products.
- The term Cost Share has been defined and added to the “Definitions” section of the *EOC*. Throughout all documents, the defined term Cost Share replaces some, but not all, instances of Deductible, Copayments, or Coinsurance used for improved readability, accuracy, and administrative purposes.
- The terms Non-Participating Vendor and Participating Vendor have been added to the “Definitions” section of the Traditional, Deductible, and High Deductible Health Plan *EOC* for alignment across products.
- The definition of Non-Participating Provider, specific to the “Alternative Care Services” section of the *EOC*, has been modified for accuracy to reflect that a Non-Participating Provider is an Alternative Care provider who is not a Participating Provider.
- The definition of Spouse has been modified to clarify that the term includes a person who is validly registered as a domestic partner under the laws of another state.
- The “Adding New Dependents to an Existing Account” section of the *EOC* has been modified. The time allowed to submit an enrollment application for a newborn or adopted child has been changed from 30 days to 31 days.
- The “Prior and Concurrent Authorization and Utilization Review” section of the Traditional, Deductible, and High Deductible Health Plan *EOC* has been modified to reflect that prior authorization determination notices will be provided to both the Member and the requesting provider within two business days of the request and to outline the timelines when additional information is

required to make a decision, per Oregon Senate Bill 249. Updates have also been made to clarify that requests for Services submitted by a Member are outlined in the “Grievances, Claims, and Appeals” section.

- The “Out-of-Pocket Maximum” section of the *EOC* has been modified to remove an incorrect reference to payments for Services under the “Alternative Care Services” section of the *EOC* as the *EOC* does not contain this section.
- The “Out-of-Pocket Maximum” section of the *EOC* has been modified for accuracy. The bullets indicating that payments for Services under the “Infertility Services” section and the “Infertility Treatment Services Rider” have been removed. Payments for these Services do apply to the “Out-of-Pocket Maximum.”
- Throughout the *EOC*, references to the U.S. Food and Drug Administration (FDA) have been edited for consistency.
- The “Injuries or Illnesses Alleged to be Caused by Third Parties” section of the *EOC* has been modified for accuracy and clarity. The section has been retitled “Injuries or Illnesses Alleged to be Caused by Other Parties” and references throughout the section to “third parties” have been changed. Language has also been added to clarify that reimbursements due to the Plan are not subject to the Out-of-Pocket Maximum. The address to send notice of claims or legal action has been updated.
- Language in the “Injuries or Illnesses Alleged to be Caused by Third Parties” section of the *EOC* has been revised in accordance with Oregon Senate Bill 421 to address the order in which Company can receive reimbursement or subrogate recovery for the cost of services we cover in the case of a motor vehicle accident.
- The “Surrogacy Arrangements” section of the *EOC* has been modified to clarify that the section applies to both traditional and gestational surrogacy arrangements.
- The “Grievances, Claims, Appeals, and External Review” section of the *EOC* has been revised to align across all product lines to ensure consistency. It has also been updated to comply with Oregon Senate Bill 249.
- The “Moving to Another Kaiser Foundation Health Plan Service Area” section of the *EOC* has been modified to clarify that a Member may be eligible to enroll in a plan in the other Kaiser Foundation Health Plan Service Area, rather than transferring to another plan, as they would still need to meet the eligibility requirements of the new plan.
- The “Unusual Circumstances” section of the *EOC* has been modified to clarify that, in the event of unusual circumstances that could result in delay or inability to provide covered Services, Kaiser Permanente will make a good faith effort to provide or arrange for Services within the limitations of available personnel and facilities.

Additional changes and clarifications that apply to Added Choice[®] medical plans only

Benefit changes

- The “Services Subject to Prior Authorization Review under Tier 2 and Tier 3,” “External Prosthetic Devices and Orthotic Devices,” and “Outpatient Durable Medical Equipment (DME)” sections of the *EOC* have been modified to reflect that DME items will now require prior authorization in all tiers.
- The “Failure to Satisfy Prior Authorization Review Requirements,” “Tier 3 Out-of-Pocket Maximum,” and “Tier 2 Out-of-Pocket Maximum” sections of the *EOC* have been modified to specify that if a

Member does not obtain the required prior authorization for Services from a Non-Participating Provider, Non-Participating Vendor, or Non-Participating Facility, the claim will be denied and the Member will be responsible for the Charges.

Benefit clarifications

- The “How to Obtain Services - General Information” section of the *EOC* has been modified for accuracy. The language noting Urgent Care as an exception to the Tier 1 requirements has been removed. Only Emergency Services received at a PPO Facility or Non-Participating Facility are covered under Tier 1. Urgent Care Services received at a PPO Facility or Non-Participating Facility are covered under Tier 2 or Tier 3, whichever applies.
- The “Services Subject to Prior Authorization Review under Tier 2 and Tier 3” section of the *EOC* has been modified. The list of Services that do not require prior authorization in Tier 2 and Tier 3 has been revised for clarity and accuracy.
- The “Tier 2 and Tier 3 Urgent Care” section of the *EOC* has been modified to clarify that we cover Urgent Care under Tier 2 or Tier 3. The language indicating that if a Member receives Urgent Care that is not covered under Tier 1 has been removed as Urgent Care is covered under Tier 1. We do not cover Services in Tier 2 or Tier 3 that are not covered under Tier 1.

Administrative changes or clarifications

- Throughout the *EOC*, parenthetical references indicating the Tier under which Services are covered, based on the provider type, have been removed. Language indicating that benefits are subject to the additional provisions in the applicable tier sections has also been removed. The “How to Obtain Services” section indicates that the type of provider from which Services are received determines under which tier the benefit is covered. Removed language to reduce redundancy and for better clarity and readability.
- The “Tier 1 Prior Authorization Review Requirements” and the “Tier 2 and Tier 3 Prior Authorization Review Requirements” sections of the *EOC* have been updated to The “Prior and Concurrent Authorization and Utilization Review” section of the *EOC* has been modified to reflect that prior authorization determination notices will be provided to both the Member and the requesting provider within two business days of the request and to outline the timelines when additional information is required to make a decision, per Oregon Senate Bill 249. Updates have also been made to clarify that requests for Services submitted by a Member are outlined in the “Grievances, Claims, Appeals, and External Review” section.

Additional changes and clarifications that apply to PPO Plus[®] medical plans only

Benefit changes

- The “Services Subject to Prior Authorization Review,” “External Prosthetic Devices and Orthotic Devices,” and “Outpatient Durable Medical Equipment (DME)” sections of the *EOC* have been modified to reflect that DME items will now require prior authorization in both tiers.
- The “Failure to Satisfy Prior Authorization Review Requirements” and “Tier 2 Out-of-Pocket Maximum” sections of the *EOC* have been modified to specify that if a Member does not obtain the required prior authorization for Services from a Non-Participating Provider, Non-Participating Vendor,

or Non-Participating Facility, the claim will be denied and the Member will be responsible for the Charges.

Benefit clarifications

- The “General Information” subsection under “How to Obtain Services” has been modified for accuracy. The language regarding an exception to the Tier 1 requirements has been revised to clarify that Emergency Services received at a Non-Participating Facility are not subject to these requirements.
- The “Services Subject to Prior Authorization Review” section of the *EOC* has been modified. The list of Services that do not require prior authorization has been revised for clarity and accuracy.

Administrative changes or clarifications

- Throughout the *EOC*, parenthetical references indicating the Tier under which Services are covered, based on the provider type, have been removed. Language indicating that benefits are subject to the additional provisions in the applicable tier sections has also been removed. The “How to Obtain Services” section indicates that the type of provider from which Services are received determines under which tier the benefit is covered. Removed language to reduce redundancy and for better clarity and readability.
- The “Prior Authorization Review Requirements” section of the *EOC* has been modified to reflect that prior authorization determinations will be provided within two business days per Oregon Senate Bill 249. Updates have also been made to clarify that requests for Services submitted by a Member are outlined in the “Grievances, Claims, Appeals, and External Review” section.

Changes and clarifications that apply to medical benefit riders

Benefit changes

- The “Cost Share for Covered Drugs and Supplies” section of the “Outpatient Prescription Drug Rider” used for Added Choice and PPO Plus plans has been modified to reflect a change in how the Member cost share is applied for drugs obtained from MedImpact Pharmacies when a generic equivalent is available, but the Member chooses a brand-name drug. Language stating that the Member would pay the difference between the pharmacy’s retail price for the brand-name drug and the generic drug, in addition to the applicable drug tier cost share, has been removed. Members will now only pay the Copayment or Coinsurance for the brand-name drug.

Benefit clarifications

- The “Medication Management Program” section of the “Outpatient Prescription Drug Rider” has been modified for clarity.

Administrative changes or clarifications

- Throughout the riders, parenthetical references indicating the Tier under which Services are covered, based on the provider type, have been removed.
- The definition of Non-Participating Provider, specific to the “Alternative Care Services Rider,” has been modified for accuracy to reflect that a Non-Participating Provider is an Alternative Care provider who is not a Participating Provider.

- Language has been added to the “Hearing Aid Rider” to clarify that the hearing aid allowance is combined across all tiers under which hearing aids are covered.
- The first paragraph of the “Infertility Treatment Services” section in the “Infertility Treatment Services Rider” has been modified for alignment with other products. Language indicating that Services are covered “only under Tier 1” has been removed as this concept is discussed later in the rider.
- The “Infertility Treatment Services Rider” has been modified. The language indicating that the Lifetime Benefit Maximum is combined across all tiers has been moved from the rider benefit summary table to the text of the rider.
- The Member Services phone number has been removed throughout the “Outpatient Prescription Drug Rider” templates to align with the *EOC*.
- Throughout the “Outpatient Prescription Drug Rider,” references to the U.S. Food and Drug Administration (FDA) have been edited for consistency.
- The “Outpatient Prescription Drug Rider” for plans that cover sexual dysfunction drugs has been modified. The bullet limiting sexual dysfunction drugs to eight pills per a 30-day supply has been removed as this limit is captured in the “You Pay” cell of the Sexual Dysfunction drugs row on the Rider Benefit Summary Table for plans that have the limit.

Changes and clarifications that apply to dental plans

Benefit clarifications

- Minor edits were made for clarity to the exclusion for government agency responsibility in the “Exclusions” section of the *EOC*.
- The exclusion for use of alternative materials in the “Exclusions” section of the *EOC* was modified to improve readability and understanding.
- A new limitation has been added to clarify that routine fillings are limited to amalgam or glass ionomer fillings on posterior teeth and composite fillings on anterior teeth. This limitation does not change how fillings are currently restored.

Administrative changes or clarifications

- The *Group Agreement* has been modified to clarify that Company may terminate the *Group Agreement* if there are no Members covered, regardless of whether Members reside or work in the Service Area, as that is not a requirement of eligibility for all products.
- The column for In and Out-of-Network Benefit Maximum in the PPO *EOCs* was split from one to two columns for administrative ease and clarity.
- Language in various sections throughout the *EOC* has been modified to align with similar sections across products and lines of business. This synchronization did not result in any benefit or administrative changes.
- References to online directories have been updated where applicable to ensure accuracy.
- The definitions of Dentally Necessary and Medically Necessary have been revised to eliminate redundancy when defining Services.
- The definition of Spouse has been modified to clarify that a person who is validly registered as your domestic partner under the laws of another state is defined as a Spouse.

- The reference to “effective date” in the “When Coverage Begins” section has been updated to “membership effective date” and other references throughout the *EOC* to “effective date of coverage” for clarity.
- The “Adding New Dependents to an Existing Account” section of the *EOC* has been modified. The time allowed to submit an enrollment application for a newborn or adopted child has been changed from 30 days to 31 days.
- References to dental claim forms in the “Post-Service Claims - Services Already Received” section have been updated for accuracy.
- The PPO *EOCs* have been revised to clarify that all care and Service must be directed by a Participating or Non-Participating Provider within the United States.
- United States Food and Drug Administration was updated to U.S. Food and Drug Administration (FDA) for consistency and accuracy.
- The term “Calendar” was removed from all limitations referring to “Calendar Year.” The defined term is Year.
- The “Injuries or Illnesses Alleged to be Caused by Third Parties” section of the *EOC* has been modified for accuracy and clarity. The section has been retitled “Injuries or Illnesses Alleged to be Caused by Other Parties” and references throughout the section to “third parties” have been changed. Language has also been added to clarify that reimbursements due to the Plan are not subject to the Out-of-Pocket Maximum. The address to send notice of claims or legal action has been updated.
- Language in the “Injuries or Illnesses Alleged to be Caused by Third Parties” section of the *EOC* has been revised in accordance with Oregon Senate Bill 421 to address the order in which Company can receive reimbursement or subrogate recovery for the cost of services we cover in the case of a motor vehicle accident.
- The “Grievances, Claims, and Appeals” section of the *EOC* has been revised to align across all product lines to ensure consistency. It has also been updated to comply with Oregon Senate Bill 249.

Changes and clarifications that apply to dental benefit riders

Benefit clarifications

- A note has been added to the “Dental Implant Benefit” section clarifying that pontics are not covered under the Dental Implant Services Rider but under the “Major Restorative Services” section of the *EOC*.
- The first bullet under the “Exclusions” section of the Dental Implant Services Rider has been modified for clarity. An implant or any part of an implant surgically placed prior to a Member’s effective date of Company coverage is not covered. This clarification supports current administration.
- A new limitation has been added to the Implant rider to clarify that removing and reinserting a prosthesis and abutments for cleaning is limited to implants placed by a Permanente Dental Associates Participating Dentist. This will enable Participating Dentists to maintain consistent and high quality of care. This clarification supports current administration.

Administrative changes or clarifications

- The first bullet under the “General Benefit Requirements” section of the Dental Implant Services Rider has been modified to clarify that all care and Service must be directed by a Participating or Non-Participating Provider.
- References to “effective date” have been updated to “effective date of coverage” for clarity.
- References to “charges” in the Dental Implant Services Rider and Orthodontic Services Rider have been removed to accurately reflect the Member’s cost share as “coinsurance.”

Changes and clarifications that apply to all Senior Advantage plans

Benefit changes and clarifications

- The following changes have been made to the Medical Benefits Chart located at the front of the *EOC*:
 - Acupuncture for chronic low back pain has been added. This is a CMS benefit change effective January 21, 2020 and was not previously included in the Chart.
 - More detail about covered services has been added to the “Colorectal cancer screening” section of the Chart to describe cost-sharing for colonoscopies.
 - The “Durable medical equipment (DME) and related supplies” section has been revised to add phototherapy equipment for home use to treat psoriasis to the items covered at \$0 cost sharing, and also to list DME items not covered by Medicare but covered by us when medically necessary.
 - The Silver&Fit[®] Healthy Aging and Exercise Program benefit description has been revised. Members who enroll in Silver&Fit may choose all or some of the available options: basic gym membership, two “Home Fitness” kits, and one “Stay Fit” kit.
 - More detail has been added to the “Home infusion therapy” section to describe covered services necessary to perform home infusion, including drugs, equipment, supplies, professional services, patient training and education, and monitoring.
 - Three specific lab tests for persons with certain chronic conditions have been added to the “Outpatient diagnostic tests and therapeutic services and supplies” section and are covered at \$0 cost-sharing (not subject to deductible, if applicable), for all members.
 - Sleep studies have been added as a covered item in the “Outpatient diagnostic tests and therapeutic services and supplies” section.
 - The “Physician/practitioner services, including doctor’s office visits” section has been revised. We have added information to explain when the outpatient surgery cost-sharing is applied. The description of covered telehealth services has also been modified for clarity.
- A new Section 8 has been added to Chapter 3 of the *EOC* to describe what oxygen benefits (equipment, supplies and maintenance) a Senior Advantage member is entitled to; what is the cost-sharing; and how coverage is affected if a member leaves our plan and returns to Original Medicare.
- A paragraph has been added to Chapter 4, Section 1 of the *EOC* – “Understanding your out-of-pocket costs for covered services” – to inform members there is no cost-sharing related to COVID-19 testing or treatment for the duration of the public health emergency.
- We have removed genetic testing from the exclusions or limitations chart in Chapter 4 of the *EOC* because genetic testing is covered by Medicare in certain situations.

- Several *EOC* definitions have been revised for clarity and accuracy, including the terms Emergency Medical Condition, Exception, Network Physician, and Plan.

Administrative changes and clarifications

- The Senior Advantage eligibility requirements in Chapter 1, Section 2.1 of the *EOC* have changed to remove enrollment restrictions on beneficiaries with ESRD, in accordance with the 21st Century Cares Act.
- In Chapter 1, Section 2.3 of the *EOC*, we have added Lane County in Oregon to our plan service area for Senior Advantage.
- For Medicare Part D plans, Chapter 1, Section 3.5 of the *EOC* has been revised to explain the additional information provided on the Part D Explanation of Benefits (EOB).
- For Medicare Part D plans, Chapter 2, Section 1 of the *EOC* has been revised to provide new contact information for Part D prescription drugs coverage decisions.
- For Medicare plans that do not include Part D prescription drug coverage, Chapter 2, Section 7 of the *EOC* – “Programs that help pay for prescription drugs” – has been modified to provide additional information about prescription cost-sharing assistance programs for persons with HIV/AIDS.
- For Medicare Part D plans, Chapter 5, Section 10.2 of the *EOC* has been revised to provide additional information about the Drug Management Program and member appeals related to limits or restrictions on opioid medications.
- A new Section 18, “Surrogacy,” has been added to the “Legal Notices” chapter of the *EOC* to explain our right to seek reimbursement of plan charges for covered services that a member receives associated with a surrogacy arrangement.

**Clackamas County
Oregon ASO Dental Plan Changes
Renewing January 1, 2021
(Preliminary draft as of 8/20/2020)**

The following is a summary of the significant changes that will be made to the Delta Dental ASO Agreement and member handbook when your group renews in 2021. The summary is provided for your convenience and shall not be binding upon the parties. The language in the ASO Agreement and member handbook is controlling in all cases. Minor changes, including grammatical, cosmetic or formatting changes or moving sections around for ease of use are not included in this summary.

FEDERAL REGULATORY CHANGES			
Reference	Former Benefit	Change/Rationale/Exceptions	Claims Impact*
	Additional changes may be required as a result of new federal rules or regulations.	Delta Dental will provide written notice of any additional changes.	TBD

BENEFIT CHANGES						
Accepted		Reference	Former Benefit	New Benefit	Explanation	Claims Impact*
Yes	No					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Benefits and Limitations Pulp Capping	Pulp capping was covered only when there was exposure of the pulp.	A separate charge for pulp capping is not covered.	Pulp capping is performed at the same time as a restorative service and should be included in the charge of the restoration.	-0.02%
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Benefits and Limitations Re-cement and Re-bond	Re-cement or re-bond of a crown, inlay, onlay or veneer are covered.	Re-cement or re-bond of a crown, inlay, onlay or veneer, by the same dentist, is limited to once per lifetime.	In an otherwise healthy tooth, a properly placed restoration should not need continuous efforts to maintain its attachment.	Negligible

ADMINISTRATIVE CHANGES		
Reference	Change/Rationale/Exceptions	Details
Overall	Minor wording changes for readability.	This includes separating 1 sentence into 2, and replacing some words with simpler synonyms (e.g., consult changed to talk with)
General Exclusions Illegal Acts, Riot, Rebellion	Narrow the exclusion to require member be convicted of a crime for the exclusion to be applied.	Oregon Department of Consumer and Business Services request. Will ensure that protesters who have not committed a crime will have coverage if injured.
Claims Administration & Payment Order of Benefit Determination	The plan will now coordinate benefits with Medicare.	The new Medicare COB process will comply with the Oregon and Federal rules.

ASO AGREEMENT CHANGES		
Reference	Change/Rationale/Exceptions	Details
None		

*Based on Delta Dental book of business.

Additional changes may be required at any time as a result of new federal rules or regulations; changes to existing ACA rules or regulations or State law. Delta Dental will provide written notice of any additional changes including any modification to administrative fees, and will administer such changes accordingly.

Services are provided by Oregon Dental Service doing business as Delta Dental Plan of Oregon (Delta Dental). Delta Dental is part of the Moda organization.

Signature Evelyn Minor-Lawrence, IPMA-CP Digitally signed by Evelyn Minor-Lawrence, IPMA-CP
Date: 2020.09.17 17:20:33 -07'00' Date 09/17/2020

2021 Health and Welfare Benefit Plan Preliminary Renewal Report

Clackamas County
September 2020

Peace Officers Association

1

Summary

The Clackamas County Peace Officers Association (POA) 2021 health and welfare benefit plans renewal decisions are outlined in this report.

The table on the following pages is a summary of renewal rates by plan for the POA plans.

PLAN	2020 BUDGET RATE	STATUS QUO 2021 RENEWAL	% INCREASE
Active / Retiree Medical*			
POA			
Kaiser HMO Option			
EE	\$707.84	\$689.88	-2.5%
EE, SP	1,415.70	1,379.76	-2.5%
EE, CH	1,274.12	1,241.78	-2.5%
EE, FAM	2,123.54	2,069.64	-2.5%
COMPOSITE	\$1,553.58	\$1,571.44	1.1%
PHP Personal Option 15/0/1000 (Includes VSP Vision)			
EE	\$771.00	\$805.00	4.4%
EE, SP	1,542.00	1,609.00	4.3%
EE, CH	1,390.00	1,450.00	4.3%
EE, FAM	2,316.00	2,417.00	4.4%
COMPOSITE	\$1,870.00	\$1,960.00	4.8%
PHP Open Option 10/0/20/2000 \$50 Common Deductible (Includes VSP Vision)			
EE	\$825.00	\$861.00	4.4%
EE, SP	1,648.00	1,720.00	4.4%
EE, CH	1,486.00	1,551.00	4.4%
EE, FAM	2,474.00	2,582.00	4.4%
COMPOSITE	\$1,998.00	\$2,086.00	4.4%
Retiree / Temporary Medical			
PHP \$1000 Deductible			
EE	\$730.63	\$761.32	4.2%
EE, SP	1,461.36	1,522.74	4.2%
EE, CH	1,315.14	1,370.38	4.2%
EE, FAM	2,191.92	2,283.98	4.2%
Kaiser \$1000 Deductible - POA			
EE	\$533.90	\$520.32	-2.5%
EE, SP	1,067.80	1,040.64	-2.5%
EE, CH	961.02	936.58	-2.5%
EE, FAM	1,601.82	1,561.06	-2.5%
PHP Medicare Align			
POA	\$351.90	\$351.90	0.0%
Kaiser Medicare			
POA	\$391.10	\$396.44	1.4%

Vision (VSP) – Rates and Contributions combined with Medical**POA: VSP 12/24/24; \$10 copay; \$130 allowance**

EE	\$3.90	\$3.74	-4.1%
EE, SP	7.82	7.50	-4.1%
EE, CH	8.36	8.02	-4.1%
EE, FAM	13.38	12.84	-4.0%
COMPOSITE	\$10.54	\$10.10	-4.2%

Dental (Delta Dental of Oregon) – Rates paid 100% by Clackamas County**POA: Delta Dental Incentive**

EE	\$73.00	\$74.00	1.4%
EE, SP	143.00	146.00	2.1%
EE, CH	103.00	105.00	1.9%
EE, FAM	174.00	177.00	1.7%
COMPOSITE	\$147.00	\$150.00	2.0%

General County/POA: Kaiser

EE	\$104.10	\$104.10	0.0%
EE, SP	206.10	206.10	0.0%
EE, CH	143.66	143.66	0.0%
EE, FAM	246.68	246.68	0.0%
COMPOSITE	\$190.00	\$191.00	0.5%

Life and AD&D (MetLife)**Basic Life (Rate per \$1,000 benefit)**

Represented – GC & POA	\$0.136	\$0.136	0.0%
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Group Universal Life

General County and POA	Age Rated	Age Rated	0.0%
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Dependent Life per Employee (Rate per Family)

\$2,000 per Dependent – POA	\$0.38	\$0.38	0.0%
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LTD (Standard)**Fully Insured – Peace Officers**

Base Plan (Per \$100 of Covered Salary)	\$0.30	\$0.30	0.0%
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Buy-Up Plan (Per \$100 of Covered Salary)	\$0.34	\$0.34	0.0%
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Employee Assistance Program – EAP**Cascade (Previously with Standard)**

General Fee PEPM	\$2.60	\$2.66	2.3%
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Flexible Spending Account**Navia**

Monthly Fee PPPM	\$5.00	\$5.15	3.0%
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*Rates include the standard 2021 contract changes.

PEPM = Per Employee Per Month

PMPM = Per Member Per Month

PPPM = Per Participant Per Month

2

Medical/Prescription Drug/Vision/Alternative Care Plans

Self-Funded Plans

The 2021 projection for the Open and Personal Options called for an overall 4.4% increase for the POA.

The 2021 Providence ASO fees are shown below as per employee per month (PEPM).

Providence Health Plan Administrative Fees

	2021 PEPM
Medical Administration	\$32.45
Pharmacy Administration	5.41
Alternative Care Administration	2.30
Case and Disease Management	9.37
Network Access Fee	8.11
Health Coaching – 12 Sessions	2.12
	\$59.76

Stop Loss Administrative Fees – Optum Health

The 2021 stop loss fee has not been finalized at this time. It will be finalized by no later than the end of November. The current specific attachment point is \$200,000.

Mercer's underwriting projection for the 2021 renewal is included in **Exhibit A** for reference.

Peace Officers

There were no plan changes for the 2021 plan year for the POA plans.

The standard 2021 contract changes summary for grandfathered plans in **Exhibit B** apply to the POA plans.

See **Exhibit C** for the Providence 2021 POA benefit summaries.

Retirees – Peace Officers

Early (pre-age 65) retirees are eligible for the Providence Personal and Open Option active employee plans.

For those early retirees who live outside of the Providence service area, the County offers the Traditional Option plan for medical coverage. These early retiree rates and prescription drug benefits are the same as the Open Option plans for active employees.

Open Option 15/30/50/2000 \$1000 Common Deductible

The County elected no plan changes for the 2021 plan year. The 2021 benefit summary is included in **Exhibit C**.

Providence Fully-Insured Medicare Align Plan (Medicare Eligible)

There is no change to the premium rate for the Providence Medicare Align plan.

Medicare Align Plan

Medicare Align With Prescription Drug	\$351.90
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Exhibit B contains the standard 2021 contract changes for grandfathered plans proposed by Providence.

See **Exhibit C** for the Providence 2021 early retiree benefit summaries.

Kaiser Permanente

Peace Officers

Kaiser proposed an overall 2.5% decrease to the 2020 premium rates.

POA

The POA did not elect to make benefit changes to this plan.

Kaiser's underwriting worksheets for their renewal calculations are included in **Exhibit D** for reference.

Exhibit E contains the 2021 contract changes provided by Kaiser. The POA accepted the proposed 2021 benefit and administrative clarifications.

See **Exhibit F** for the Kaiser 2021 benefit summaries.

Retirees – Peace Officers

Early (pre-age 65) retirees are eligible for the active employee HMO plan. The County also offers a \$1,000 deductible plan for early retirees and COBRA participants. The proposed rate decrease of 2.5% for the POA plan was accepted by the County.

Medicare-Eligible retirees (age 65 and over) are eligible for the Medicare Supplement plan. Premium rates increased by 1.4%.

Exhibit E contains the 2021 contract changes provided by Kaiser.

See **Exhibit F** for the Kaiser 2021 benefit summaries.

Vision Plans

Vision Service Plan (VSP)

The County elected to renew their vision plans with VSP for POA. The rates for the 2020 plan year are provided in Section 1.

The VSP plan is receiving a 2-year rate guarantee. The plan will next renew January 1, 2023.

See **Exhibit G** for the 2021 VSP benefit summaries.

Dental Plans

Delta Dental of Oregon

The Incentive Plan is available to all employees.

Clackamas County is entering the second year of a three-year fee agreement with Delta. The fee for each year of the three-year agreement are as follows:

Rates per Employee per Month	2020	2021	2022
Administration fee	\$6.55	\$6.62	\$6.69

The POA elected the following dental plan change for the 2021 plan year:

1. A separate charge for pulp capping is not covered
2. Re-cement or re-bond of a crown, inlay, onlay or veneer by the same dentist is limited to once per lifetime

Exhibit I contains the Delta administrative contract changes for 2021 for POA.

See **Exhibit J** for the 2021 Delta benefit summaries.



Underwriting

Mercer projected a 2021 funding increase of 1.9% for the 2021 self-insured dental plan. See **Exhibit H**.

Projections for the County’s self-funded dental plans were based on 12 months of claims experience from April 1, 2019, through March 31, 2020. An annual trend factor of 5.0% and 3% margin were used.

Mercer recommended and the County accepted the 2021 funding rates provided in Section 1.

Kaiser Permanente

The County has a fully insured dental plan through Kaiser that is available to all employees. Kaiser proposed no increase to the 2020 premium rates.

Exhibit E contains the 2021 standard contract changes provided by Kaiser, which will be effective January 1, 2021. See **Exhibit F** for the Kaiser 2021 benefit summaries.

The 2021 premium rates for Kaiser dental plan are shown in Section 1.

Life and Voluntary AD&D Insurance

MetLife

The County has basic life, AD&D, dependent life, and group universal life plans with MetLife. The rates are entering the second year of a two-year year agreement.

A summary of the rates for the 2021 plan year are as follows:

Peace Officer Association

Basic Life	
Represented Employees	\$0.136/\$1,000
Dependent Life	
\$2,000 per spouse/domestic partner or child	\$0.38 PEPM

Long Term Disability Insurance

The Standard

The County offers two LTD plans through The Standard as follows:

- **Base LTD Plans**
 - **POA.** This coverage is provided by the County without contributions from employees. The disability benefit is 60% of the first \$3,333 of monthly pre-disability income. The plan

is self-funded for the first 180 days of a disability and is fully insured starting on the 181st day of a disability.

- **Buy-up LTD Plans**

- **Peace Officers.** This plan offers POA employees the option of buying additional disability coverage, equal to 60% of the next \$6,667 of monthly pre-disability earnings above \$3,333 up to a maximum of \$10,000.

The buy-up LTD benefit plans for Peace Officers are 100% paid by employees on a pretax basis. The Plans have two funding components – self-funded and fully insured. Both components are administered by Standard.

The benefits will remain unchanged for the 2021 plan year.

Fees and Premium Rates

The Standard will hold the current rates for two more years. The current rates will be in effect through December 31, 2022.

The 2021 funding, premium, and fees are as follows:

Self-Insured Plan	
Administration Fees	
General	\$0.36 PEPM
New Claim	\$390 per claim
Open Claim	\$19 per open claim at month end
Incidental	As incurred
Insured Plan	
Base – Peace Officers	\$0.30/\$100
Buy-Up – Peace Officers	\$0.34/\$100

Employee Assistance Plan

Cascade Centers

The 2021 fee for EAP services is as follows:

Fee per Participant per Month	
Employee Assistance Program	\$2.66

Flexible Spending Account Administrator

Navia Benefits Solutions

The County uses Navia Benefits Solutions (Navia) to provide administration for the FSA plans. The fee will increase from \$5.00 per participant per month to \$5.15 effective January 1, 2021. The renewal fee will be guaranteed for three years.

The 2021 fees are as follows:

Fees per Participant per Month	
Health Care FSA	\$5.15
Annual Maximum	\$2,500
Dependent Care FSA	\$5.15
Annual Maximum	\$5,000

3

Employee Contributions

Peace Officers

The County pays 95% of the premium for the Providence medical plans. However, if the premium increases more than 10% in any one year, the County and the employees shall evenly split the increased costs above 10%. The County pays 100% of the premium for employees enrolled in the Kaiser medical plan.

	Employee Only	Employee w/ Spouse/Partner	Employee w/ Child(ren)	Employee w/ Family
Providence Personal Option				
Employer	\$707.00	\$1,511.00	\$1,352.00	\$2,319.00
Employee	\$98.00	\$98.00	\$98.00	\$98.00
Providence Open Option				
Employer	\$756.70	\$1,615.70	\$1,446.70	\$2,477.70
Employee	\$104.30	\$104.30	\$104.30	\$104.30
Kaiser				
Employer	\$689.88	\$1,379.76	\$1,241.78	\$2,069.64
Employee	\$0.00	\$0.00	\$0.00	\$0.00
HRA VEBA				
Cash Back	\$176.00	\$176.00	\$176.00	\$176.00

The County pays 100% of the premium for the Delta Dental of Oregon and Kaiser dental plans. The County removed the dental contribution for all employees. The Dental Opt Out cash back for all employees is as follows.

	Employee Only	Employee w/ Spouse/Partner	Employee w/ Child(ren)	Employee w/ Family
Dental Opt Out				
Cash Back	\$88.00	\$88.00	\$88.00	\$88.00

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Mercer (US) Inc.
111 SW Columbia Street, Suite 500
Portland, OR 97201
www.mercer.com

0120 to 0121 ASO Contract Comparison – ACA grandfathered plans (GR)

Open Option, Personal Option

- UPDATED 09.10.2020 -

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NOTE: The language below represents contract changes proposed by PHP for our commercial (fully insured) Large Group Grandfathered plans, as filed with the State of Oregon DFR for plan year 2021. As such, all changes reflected herein are subject to change, pending final approval by the State. When language changes are carried over from fully insured to ASO handbooks, any ASO-specific changes will be accommodated. Also, section numbers may vary between fully insured and ASO handbooks, as well as between different ASO plan types.

Topic	Affected Material	Description	Current Language & Provisions (from existing 0120 documents)	New Language & Provisions (in new 0121 documents)	Benefit or Benefit Administration change?	Required by regulation or rule?	Comments	Client Accepts Change? (Y/N)
Benefit Changes – For all plan types, except as otherwise denoted								
Section 4.9.1 glucometer benefit change and additional clarifying language for limits	All handbooks	Updating language to provide greater transparency to members of how diabetes supplies/glucose monitors are covered and where they can find more information Changing benefit coverage of glucometers from Durable Medical Equipment to Diabetes Supplies	<p>4.9.1 Medical Supplies (including Diabetes Supplies) *****</p> <p>2. Diabetes supplies, such as needles, syringes, lancets and test strips, may be purchased through Providence Health Plan In-Network medical supply providers or under this benefit at Participating Pharmacies. Unless there is a medical exception on file, diabetes test strips are limited to products listed in our pharmacy formulary and are restricted to 100 test strips per month for insulin dependent Members and 100 test strips every three months for non-insulin dependent Members. See section 4.9.4 for coverage of diabetic equipment such as glucometers and insulin pump devices.</p> <p>*****</p> <p>4.14.1 Using Your Prescription Drug Benefit *****</p> <ul style="list-style-type: none"> Diabetes supplies and inhalation extender devices may be obtained at your Participating Pharmacy. However, these items are considered medical supplies and devices and are subject to your Medical Supplies benefits, limitations and Copayments and/or Coinsurances. See section 4.9.1 and your Benefit Summary. Diabetes supplies do not include glucometers and insulin pump devices, which are covered under your Durable Medical Equipment benefit, section 4.9.4. 	<p>4.9.1 Medical Supplies (including Diabetes Supplies) *****</p> <p>2. Diabetes supplies, such as needles, syringes, <u>continuous glucose monitors and blood glucose monitors</u>, lancets and test strips, may be purchased through Providence Health Plan In-Network medical supply providers or under this benefit at Participating Pharmacies. Unless there is a medical exception on file, diabetes test strips are limited to products listed in our pharmacy formulary and are restricted to 100 test strips per month for insulin dependent Members and 100 test strips every three months for non-insulin dependent Members. <u>Formulary, Prior Authorization, and quantity limits may apply – please see your Formulary for details.</u> See section 4.9.4 for coverage of diabetic equipment such as glucometers and insulin pump devices.</p> <p>*****</p> <p>4.14.1 Using Your Prescription Drug Benefit *****</p> <ul style="list-style-type: none"> Diabetes supplies and inhalation extender devices may be obtained at your Participating Pharmacy. However, these items are considered medical supplies and devices and are subject to your Medical Supplies benefits, limitations and Copayments and/or Coinsurances. See section 4.9.1 and your Benefit Summary. Diabetes supplies do not include glucometers and insulin pump devices, which are covered under your Durable Medical Equipment benefit, section 4.9.4. 	Yes – Glucometer changes only	No	<p>Glucometers are currently stated as being covered under the Durable Medical Equipment Benefit. However, since they are used for testing blood levels related to Diabetes, it makes sense to move glucometers to the diabetic supplies benefit so that they are covered in full. This will provide a better benefit for diabetic members. Leaving glucometers as a Durable Medical Equipment benefit applies a cost share to members.</p> <p>Note: Acceptance is <i>optional</i>. This change is made to provide a better benefit for diabetic members.</p> <p>Language on test strip limits should be removed to reduce confusion, as what we actually allow is more than what is listed in the handbook. Members are referred to their formulary for details.</p> <p>IMPORTANT NOTE: For grandfathered plans, once a new or richer benefit is added to the plan, the ASO employer cannot thereafter eliminate or significantly reduce that benefit, unless permitted by subsequent new law.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Section 4.10.2 removal of neurofeedback	All handbooks	Should have been removed previously to align with mental health parity	<p>4.10.2 Applied Behavior Analysis *****</p> <p>Exclusions to ABA Services: *****</p> <ul style="list-style-type: none"> Custodial or respite care, creative arts therapy, wilderness or adventure camps, social counseling, music therapy, neurofeedback, chelation or hyperbaric chambers; <p>*****</p>	<p>4.10.2 Applied Behavior Analysis *****</p> <p>Exclusions to ABA Services: *****</p> <ul style="list-style-type: none"> Custodial or respite care, creative arts therapy, wilderness or adventure camps, social counseling, music therapy, neurofeedback, chelation or hyperbaric chambers; <p>*****</p>	Yes	No	<p>The decision to remove neurofeedback as an ABA exclusion is based on PHP's interpretation of federal and state mental health parity laws. This change is also based on federal case law, which prohibits plans from including categorical exclusions for the treatment of mental health conditions (including autism).</p> <p>Note: Acceptance is <i>optional</i> for ASO. PHP is making this change to adhere to what we have interpreted as following mental health parity laws.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

0120 to 0121 ASO Contract Comparison – ACA grandfathered plans (GR)

Open Option, Personal Option

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Topic	Affected Material	Description	Current Language & Provisions (from existing 0120 documents)	New Language & Provisions (in new 0121 documents)	Benefit or Benefit Administration change?	Required by regulation or rule?	Comments	Client Accepts Change? (Y/N)
							IMPORTANT NOTE: For grandfathered plans, once a new or richer benefit is added to the plan, the ASO employer cannot thereafter eliminate or significantly reduce that benefit, unless permitted by subsequent new law.	
Section 4.12.17 inclusion of coverage for drug-induced Alopecia	All handbooks	Adding coverage for drug-induced Alopecia	4.12.17 Wigs The Plan will provide coverage for one synthetic wig every calendar year for Members who have undergone chemotherapy or radiation therapy at the Medical Equipment, Supplies and Devices benefit level listed in your Benefit Summary. Wigs may be purchased from any wig supplier. Wig suppliers may require Members to pay for items and submit the paid receipt to Providence Health Plan for reimbursement. For information about submitting claims, see section 6.1.1.	4.12.17 Wigs The Plan will provide coverage for one synthetic wig every calendar year for Members who have undergone chemotherapy or radiation therapy <u>or are experiencing pharmaceutical drug-induced Alopecia</u> at the Medical Equipment, Supplies and Devices benefit level listed in your Benefit Summary. Wigs may be purchased from any wig supplier. Wig suppliers may require Members to pay for items and submit the paid receipt to Providence Health Plan for reimbursement. For information about submitting claims, see section 6.1.1.	Yes	Yes – OR state regulation only (OAR 836-053-0012(3)(c)(B)); no federal mandate	Wigs are currently written as covered for chemotherapy, but we are adding coverage for people who have hair-loss from the same drugs as chemo, but not related to cancer. Note: Acceptance is <i>required</i> for ASO groups that electively follow state mandates.	
Early refill of eye drops exclusion	All handbooks	Updating language to better reflect an exclusion and when the exclusion does not apply	4.14.8 Prescription Drug Exclusions ***** 19. Drugs that are not FDA-approved or are designated as “less than effective” by the FDA (also known as “DESI” drugs); and 20. Vaccines and medications solely for the purpose of preventing travel related diseases as defined by the CDC.	4.14.8 Prescription Drug Exclusions ***** 19. Drugs that are not FDA-approved or are designated as “less than effective” by the FDA (also known as “DESI” drugs); and <u>20. Vaccines and medications solely for the purpose of preventing travel related diseases as defined by the CDC.; and</u> <u>20-21. Early refill of eye drops, except when there is a change in directions by your provider, or if synchronizing your prescription refills. [This exclusion does not apply to eye drops prescribed for the treatment of glaucoma.]</u>	Yes	Yes - second sentence only applies to state abiding ASO groups (ORS 743A.065)	First sentence added to provide transparency of coverage for members that have or may require eye drops. The second bracketed sentence is required for groups that are required to or electively choose to follow state mandates. State abiding ASO groups cannot exclude early refills of eye drops for glaucoma members, per ORS 743A.065. Note: Acceptance of the second sentence is <i>required</i> for ASO groups that electively follow state mandates.	
Section 5. Exclusions	All handbooks	Removing civil riot/military activities exclusion per Oregon state's direction	5. EXCLUSIONS ***** General Exclusions: The Plan does not cover Services and supplies which: ***** Relate to participation in a civil revolution or riot, duty as a member of the armed forces of any state or country, or a war or act of war which is declared or undeclared.	5. EXCLUSIONS ***** General Exclusions: The Plan does not cover Services and supplies which: ***** Relate to participation in a civil revolution or riot, duty as a member of the armed forces of any state or country, or a war or act of war which is declared or undeclared.	Yes	Yes (OR state mandate only; no federal mandate)	Removing plan exclusion of coverage for any injuries or illnesses related to a member's voluntary participation in a civil riot, military services, or war-related activities. This is being done at the express direction of Oregon DFR out of their concerns of potential discrimination against: 1) military personnel who may have a pre-existing condition or may not have full access to care under their military plan, and 2) individuals who may be injured in the ongoing civil protests. Note: Acceptance is <i>required</i> for ASO groups that electively follow state mandates.	

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Topic	Affected Material	Description	Current Language & Provisions (from existing 0120 documents)	New Language & Provisions (in new 0121 documents)	Benefit or Benefit Administration change?	Required by regulation or rule?	Comments	Client Accepts Change? (Y/N)
Benefit Administration Changes – For all plan types, except as otherwise denoted								
Additional language added to prior authorization list	All handbooks	Adding language to callout some additional services that require prior authorization	<p>3.5 PRIOR AUTHORIZATION ***** Services requiring Prior Authorization: *****</p> <ul style="list-style-type: none"> Certain Medical Supplies, Medical Appliances, Prosthetic and Orthotic Devices, and Durable Medical Equipment, as provided in section 4.9; <p>*****</p>	<p>3.5 PRIOR AUTHORIZATION ***** Services requiring Prior Authorization: *****</p> <ul style="list-style-type: none"> Certain Medical Supplies, Medical Appliances, Prosthetic and Orthotic Devices, and Durable Medical Equipment, as provided in section 4.9; Certain outpatient services including, but not limited to, neurodevelopmental therapy, neurological testing, and botulinum therapies. <p>*****</p>	Yes	No	This change is being made in anticipation of bringing Behavioral Health services in-house.	
Removal of authorizing agent language	All handbooks	Removing language around authorizing agent due to bringing services in-house	<p>4.5.4 Emergency Detoxification Services Medically Necessary detoxification will be treated as an Emergency Medical Condition when the Member is not enrolled in a Chemical Dependency treatment program, as stated in section 4.10.3, at the time Services are received. Prior Authorization is not required for emergency treatment; however, Providence Health Plan or our authorizing agent must be notified within 48 hours following the onset of treatment, or as soon as reasonably possible, in order for coverage to continue. If a Member is to be transferred to an In-Network Provider for continued inpatient care, the cost of Medically Necessary transportation will be covered. Continuing or follow-up care is not a Covered Service unless Prior Authorized by Providence Health Plan or their authorizing agent.</p> <p>4.10.2 Applied Behavior Analysis Benefits are provided for Applied Behavior Analysis (ABA) for the treatment of autism spectrum disorders, subject to the following limitations: *****</p> <ul style="list-style-type: none"> Prior Authorization is received by us or our authorizing agent; <p>*****</p> <p>An approved ABA treatment plan is subject to review by us or our authorizing agent, and may be modified or discontinued if review shows that the Member receiving treatment is not making measurable clinical progress toward the goals identified in the treatment plan.</p> <p>4.10.3 Chemical Dependency Services *****</p>	<p>4.5.4 Emergency Detoxification Services Medically Necessary detoxification will be treated as an Emergency Medical Condition when the Member is not enrolled in a Chemical Dependency treatment program, as stated in section 4.10.3, at the time Services are received. Prior Authorization is not required for emergency treatment; however, Providence Health Plan or our authorizing agent must be notified within 48 hours following the onset of treatment, or as soon as reasonably possible, in order for coverage to continue. If a Member is to be transferred to an In-Network Provider for continued inpatient care, the cost of Medically Necessary transportation will be covered. Continuing or follow-up care is not a Covered Service unless Prior Authorized by Providence Health Plan or their authorizing agent.</p> <p>4.10.2 Applied Behavior Analysis Benefits are provided for Applied Behavior Analysis (ABA) for the treatment of autism spectrum disorders, subject to the following limitations: *****</p> <ul style="list-style-type: none"> Prior Authorization is received by us or our authorizing agent; <p>*****</p> <p>An approved ABA treatment plan is subject to review by us or our authorizing agent, and may be modified or discontinued if review shows that the Member receiving treatment is not making measurable clinical progress toward the goals identified in the treatment plan.</p> <p>4.10.3 Chemical Dependency Services *****</p>	Yes	No	This change is being made in anticipation of bringing Behavioral Health services in-house.	

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Topic	Affected Material	Description	Current Language & Provisions (from existing 0120 documents)	New Language & Provisions (in new 0121 documents)	Benefit or Benefit Administration change?	Required by regulation or rule?	Comments	Client Accepts Change? (Y/N)
			Covered Services include diagnostic evaluation, detoxification, individual and group therapy, inpatient hospitalization as stated in section 4.6.1, residential, day, intensive outpatient, or partial hospitalization Services when they are Medically Necessary as determined by Providence Health Plan or their authorizing agent.	Covered Services include diagnostic evaluation, detoxification, individual and group therapy, inpatient hospitalization as stated in section 4.6.1, residential, day, intensive outpatient, or partial hospitalization Services when they are Medically Necessary as determined by Providence Health Plan or their <u>authorizing agent</u> .				
Section 4.7.1 language added for pain management	All Handbooks	Adding language to reflect pain management benefit	<p>4.7.1 Outpatient Services: Surgery, Cardiac Rehabilitation, Dialysis, Infusion, Chemotherapy and Radiation Therapy Benefits are provided as shown in the Benefit Summary and include Services at a Hospital-based Outpatient Surgical Facility or an Ambulatory Surgery Center. See section 4.3.5 regarding injectable or infused medications received in a Provider's office. Covered Services include, but are not limited to, Services for a surgical procedure, outpatient cardiac rehabilitation, and regularly scheduled therapy such as dialysis, infusion (including infused medications), chemotherapy, inhalation therapy, radiation therapy, and therapeutic procedures as ordered by your Qualified Practitioner. Some injectable and infused medications may be required to be supplied by a contracted Specialty Pharmacy. The Plan may require that you obtain a second opinion for some procedures. If you do not obtain a second opinion when requested, Providence Health Plan will not Prior Authorize the Services. For additional information about Prior Authorization, see section 3.5. *****</p>	<p>4.7.1 Outpatient Services: Surgery, Cardiac Rehabilitation, Dialysis, Infusion, Chemotherapy and Radiation Therapy, and Multidisciplinary Pain Management Programs Benefits are provided as shown in the Benefit Summary and include Services at a Hospital-based Outpatient Surgical Facility or an Ambulatory Surgery Center. See section 4.3.5 regarding injectable or infused medications received in a Provider's office. Covered Services include, but are not limited to, Services for a surgical procedure, outpatient cardiac rehabilitation, and regularly scheduled therapy such as dialysis, infusion (including infused medications), chemotherapy, inhalation therapy, radiation therapy, and therapeutic procedures, <u>and approved multidisciplinary pain management programs</u> as ordered by your Qualified Practitioner. Some injectable and infused medications may be required to be supplied by a contracted Specialty Pharmacy. The Plan may require that you obtain a second opinion for some procedures. If you do not obtain a second opinion when requested, Providence Health Plan will not Prior Authorize the Services. For additional information about Prior Authorization, see section 3.5. *****</p>	Yes	No	<p>We need to map the Pain Management Program to the Outpatient Services benefit.</p> <p>Right now, the Pain Management codes are hitting the Physical Therapy benefit, but should be separated to align with the intent of the Pain Management Program.</p> <p>The Pain Management Program is separate from Physical Therapy. The Physical Therapy benefit has its own yearly accumulations. Changing this will be a better benefit for the member, in regards to the Pain Management Program.</p>	
Language Changes – For all plan types, except as otherwise denoted								
Update provider directory web address	Some handbooks where existing language exists	Updating the provider directory web address to increase the ease of access	http://phppd.providence.org/	http://phppd.providence.org/ProvidenceHealthPlan.com/findaprovider	No	No	Only applies to groups that currently use the provider directory link http://phppd.providence.org/	
Updating Quick Reference Guide	All Handbooks	Updating the Customer Service Quick Reference Guide to provide correct contact information for members	<p>Customer Service Quick Reference Guide: ***** Medical Prior Authorization Requests 800-638-0449 (toll-free)</p> <p>Mental Health and Chemical Dependency Prior Authorization 800-711-4577 (toll-free)</p>	<p>Customer Service Quick Reference Guide: ***** Medical <u>[, Mental Health, and Chemical Dependency]</u> Prior Authorization Requests 800-638-0449 (toll-free) 503-574-6464 (fax)</p> <p><u>[Mental Health and Chemical Dependency Prior Authorization]</u></p>	No	No	<p>This change is being made in anticipation of bringing Behavioral Health services in-house.</p> <p>Adding Prior Authorization fax number and provider directory link are updates independent of bringing behavioral health in-house and are effective today.</p>	

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Topic	Affected Material	Description	Current Language & Provisions (from existing 0120 documents)	New Language & Provisions (in new 0121 documents)	Benefit or Benefit Administration change?	Required by regulation or rule?	Comments	Client Accepts Change? (Y/N)
				800-711-4577 (toll free)] Provider Directory ProvidenceHealthPlan.com/findaprovider				
Privacy Policy Revision	All handbooks	Removing unnecessary language	<p>2.8 PRIVACY OF MEMBER INFORMATION *****</p> <p>Confidentiality and Your Employer In accordance with the federal privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA), Providence Health Plan will not disclose a Member’s protected health information (PHI) to the Employer or any agent of the Employer unless requested for the HIPAA allowed purpose of the Employer’s obtaining bids from other health plans for further health coverage or for the Employer’s modifying, amending, or terminating any benefit under the health plan. In these circumstances, Providence Health Plan may release summary health information, which is PHI from which your name, ID number, dates smaller than a year, and certain other identifiers have been removed.</p> <p>Providence Health Plan may disclose a Member’s PHI to an Employer or any agent of the Employer if the disclosure is:</p> <ol style="list-style-type: none"> 1. In compliance with the applicable provisions of HIPAA; and 2. -Due to a HIPAA-compliant authorization the Member has completed to allow the Employer access to the Member’s PHI; or 3. Consistent with the HIPAA privacy protections that are contained in the Employer’s group health plan documents, as certified in writing to Providence Health Plan by the Employer. The details of this required certification can be reviewed at https://healthplans.providence.org/about-us/privacy-notices-policies/protected-health-information-and-your-employer/. <p>*****</p>	<p>2.8 PRIVACY OF MEMBER INFORMATION *****</p> <p>Confidentiality and your Employer In accordance with the federal privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA), Providence Health Plan will not disclose a Member’s protected health information (PHI) to the Employer or any agent of the Employer unless requested for the HIPAA allowed purpose of the Employer’s obtaining bids from other health plans for further health coverage or for the Employer’s modifying, amending, or terminating any benefit under the health plan. In these circumstances, Providence Health Plan may release summary health information, which is PHI from which your name, ID number, dates smaller than a year, and certain other identifiers have been removed.</p> <p>Providence Health Plan may disclose a Member’s PHI to an Employer or any agent of the Employer if the disclosure is:</p> <ol style="list-style-type: none"> 1. In compliance with the applicable provisions of HIPAA; and 2. -Due to a HIPAA-compliant authorization the Member has completed to allow the Employer access to the Member’s PHI; or 3. Consistent with the HIPAA privacy protections that are contained in the Employer’s group health plan documents, as certified in writing to Providence Health Plan by the Employer. The details of this required certification can be reviewed at https://healthplans.providence.org/about-us/privacy-notices-policies/protected-health-information-and-your-employer/. <p>*****</p>	No	No	Removing extraneous language. Last sentence of the paragraph under “Confidentiality and your Employer” is too detailed as the language immediately following it explains the HIPAA guidelines.	
Language update to clarify current billing process for Out-of-Network emergency services	All handbooks except Personal Option	Updating language to call out potential balance billing by Out-of-Network providers and Out-of-Network Hospitals	<p>4.5.1 Emergency Care *****</p> <p>If you decline transfer to an In-Network facility once we have determined that repatriation is medically appropriate, the additional days spent at the Out-of-Network Hospital will be subject to your Out-of-Network benefits.</p> <p>*****</p>	<p>4.5.1 Emergency Care *****</p> <p>If you decline transfer to an In-Network facility once we have determined that repatriation is medically appropriate, the additional days spent at the Out-of-Network Hospital will be subject to your Out-of-Network benefits.</p> <p>Note: While Emergency Services received from Out-of-Network Providers at Out-of-Network Facilities are</p>	No	No	Language update necessary to advise members of potential balance billing by Out-Of-Network providers and Out-Of-Network hospitals (unless otherwise prohibited by state or federal law), even when emergency services are covered at an In-Network benefit until the member is stable and able to be transferred to an In-Network facility.	

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				covered under your In-Patient benefit until the time that your condition becomes stable, the Out-of-Network Providers and Out-of-Network Facilities are not contracted with Providence Health Plan. Therefore, the claims are priced using Usual, Reasonable and Customary (UCR) pricing, as described in section 4.3. Unless otherwise prohibited by state or federal law, you may be billed by the Out-of-Network Providers and Out-of-Network Facilities for amounts above the Allowed Amount of the claim, as determined by UCR. *****				
Section 4.12.14 additional clarifying language	All handbooks	Providing clarifying language about the type of treatment of Gender Dysphoria that is subject to Medical Necessity	4.12.14 Gender Dysphoria Benefits are provided for the treatment of Gender Dysphoria. Covered Services include, but are not limited to, Mental Health, Prescription Drug, and surgical procedures. Coverage is provided at the applicable benefit level for the type of Covered Services received, as shown in your Benefit Summary. For example, surgical procedures are subject to your provider surgical benefit and applicable inpatient or outpatient facility benefit. Treatment of Gender Dysphoria is subject to Medical Necessity, as set forth in our medical policy, and must be received from licensed providers and facilities. Prior Authorization may apply. Please see section 3.5 for a list of services requiring Prior Authorization. *****	4.12.14 Gender Dysphoria Benefits are provided for the treatment of Gender Dysphoria. Covered Services include, but are not limited to, Mental Health, Prescription Drug, and surgical procedures. Coverage is provided at the applicable benefit level for the type of Covered Services received, as shown in your Benefit Summary. For example, surgical procedures are subject to your provider surgical benefit and applicable inpatient or outpatient facility benefit. Treatment Surgical treatment of Gender Dysphoria is subject to Medical Necessity, as set forth in our medical policy, and must be received from licensed providers and facilities. Prior Authorization may apply. Please see section 4.4 for a list of services requiring Prior Authorization. *****	No	No	Language update necessary to accurately reflect that <i>surgical</i> treatment of gender dysphoria is subject to medical necessity review.	
Language update to reflect override allowances	All handbooks	Updating language to better reflect available benefits	4.14.7 Prescription Drug Limitations ***** 7. In accordance with the ACA, your Plan provides coverage in full of certain medications, including contraceptives, when these medications are purchased from Participating Pharmacies. Not all preventive medications are required to be covered in full by the ACA. Medications in this category may be subject to medical management techniques to determine frequency, method, treatment, or setting. Brand medications for which a generic is available will not be covered in full unless the Member has received Prior Authorization from Providence Health Plan.	4.14.7 Prescription Drug Limitations ***** 7. In accordance with the ACA, your Plan provides coverage in full of certain medications, including contraceptives, when these medications are purchased from Participating Pharmacies. Not all preventive medications are required to be covered in full by the ACA. Medications in this category may be subject to medical management techniques to determine frequency, method, treatment, or setting. Brand medications for which a generic is available will not be covered in full unless the Member has received Prior Authorization from Providence Health Plan. 7-8. Vacation supply medication refill overrides are limited to a 30-day supply once per Calendar Year, unless otherwise provided under your Plan. Additional exceptions may be granted on a case-by-case basis. 8-9. A 30 day supply medication refill override will be granted if you are out of medication and	No	No	Language update necessary to provide greater transparency of medication override benefits for members and limits to the coverage.	

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Topic	Affected Material	Description	Current Language & Provisions (from existing 0120 documents)	New Language & Provisions (in new 0121 documents)	Benefit or Benefit Administration change?	Required by regulation or rule?	Comments	Client Accepts Change? (Y/N)
				have not yet received your drugs from a participating mail order pharmacy.				
Prescription combination drugs exclusion	All handbooks	Updating language to better reflect scope of existing exclusion	4.14.8 Prescription Drug Exclusions ***** 11. Drugs placed on a prescription-only status as required by state or local law;	4.14.8 Prescription Drug Exclusions ***** 11. Drugs, which may include prescription combination drugs , placed on a prescription-only status as required by state or local law;	No	No	This language change clarifies the scope of the existing prescription drug exclusion.	
Removing address due to in-house services	All handbooks	Removing the address due to bringing services in-house Correcting P.O. Box number	6.1.1 Timely Submission of Claims ***** Please send all claims to: Providence Health Plan Attn: Claims Dept P.O. Box 4327 Portland, OR 97208-4327 Mental Health and Chemical Dependency claims should be submitted to: PBH PO Box 30602 Salt Lake City, UT 84130 *****	6.1.1 Timely Submission of Claims ***** Please send all claims to: Providence Health Plan Attn: Claims Dept P.O. Box 43273125 Portland, OR 97208- 43273125 Mental Health and Chemical Dependency claims should be submitted to: PBH PO Box 30602 Salt Lake City, UT 84130 *****	No	No	This change is being made in anticipation of bringing Behavioral Health services in-house. Reverting claims PO Box number back to 3125 as it was changed in error.	
Section 8 language modification	All handbooks	Modified language to improve readability	8. ELIGIBILITY AND ENROLLMENT This section outlines who is eligible for coverage, and how and when to enroll yourself and your Eligible Family Dependents. No benefits shall be available to anyone not enrolled under this Plan. You and your Employer must provide us with evidence of eligibility as requested. *****	8. ELIGIBILITY AND ENROLLMENT This section outlines who is eligible for coverage, and how and when to enroll yourself and your Eligible Family Dependents. No benefits shall be available to anyone not enrolled under this Plan. You and your Employer must provide us Providence Health Plan with evidence of eligibility as requested. *****	No	No	Updating reference to Providence Health Plan to avoid confusion	

2021 *Group Agreement* and *Evidence of Coverage* Summary of Changes and Clarifications for Oregon Large Employer Groups (POA Plans)

This is a summary of changes and clarifications that we have made to your *Group Agreement*. The *Group Agreement* includes the *Evidence of Coverage (EOC)*, “Benefit Summary,” and any applicable rider and endorsement documents. This summary does not include minor changes and clarifications we are making to improve the readability and accuracy of the *Group Agreement*. These changes and clarifications do not include changes that may occur throughout the remainder of the year as a result of federal or state mandates.

Other Group-specific or product-specific plan design changes (including changes to Copayment or Coinsurance amounts) may apply, such as moving to standard benefits. Refer to the Rate Proposal and/or the Summary of Plan Changes document for information about these types of changes.

To the extent that this summary of changes and clarifications conflicts with, modifies, or supplements the information contained in your *Group Agreement*, the information contained in the *Group Agreement* shall supersede what is set forth below. Unless another date is listed, the changes in this document are effective when your Group renews in 2021. The products named below are offered and underwritten by Kaiser Foundation Health Plan of the Northwest.

Changes and clarifications that apply to Traditional, Deductible, High Deductible, Added Choice[®], and PPO Plus[®] medical plans

Changes to Senior Advantage plans are explained at the end of this summary.

Benefit changes

- For Deductible and High Deductible Health Plans, we have added selected preventive care services to be covered without a deductible for individuals diagnosed with specific chronic conditions, as allowed under the IRS and US Treasury Department Notice 2019-45.
- The “Limited Outpatient Prescription Drugs and Supplies” section of the “Benefit Summary” has been modified to indicate that the cost share for insulin is not subject to Deductible and will not exceed \$100 per 30-day supply.
- The “Maternity and Newborn Care” section of the *EOC* and Benefit Summary has been modified to indicate that newborn nurse home visiting Services are covered as required per Oregon Senate Bill 526.
- Home ultraviolet light therapy equipment for treatment of certain skin conditions has been added to the list of covered DME under the “Outpatient Durable Medical Equipment (DME)” section of the *EOC*.

Benefit clarifications

- The “Post-Stabilization Care” section of *EOC* has been modified to clarify that these benefit provisions apply to covered Services from vendors, such as providers of Durable Medical Equipment (DME).
- The “Preventive Care Services” section of the *EOC* has been modified. A bullet has been added to the confirm coverage for any state-required reproductive health preventive Services for all Members.
- The “Chemical Dependency Services” section of the *EOC* has been modified. A statement has been added to confirm that the benefits in this section comply with the federal Mental Health Parity and Addiction Equity Act.

- The term “DME formulary” is being removed from the “Outpatient Durable Medical Equipment (DME)” and “External Prosthetic Devices and Orthotic Devices” sections for clarity and to reduce confusion with “formulary” in reference to prescription drug benefits.
- The “External Prosthetic Devices and Orthotic Devices” section of the Traditional, Deductible, and High Deductible Health Plan *EOC* has been modified for accuracy and consistency within the contract. Language has been added to specify that Services are covered subject to Utilization Review.
- The “Hearing Aid Services for Dependents” section of the *EOC* has been revised for better alignment with the requirements of ORS 743A.141.
- The “Limited Outpatient Prescription Drugs and Supplies” section of the Traditional, Deductible and High Deductible Health Plan *EOCs* has been modified for alignment across products. A parenthetical was added, excepting insulin from the “Injectable drugs that are self-administered” exclusion.
- The “Mental Health Services” section of the *EOC* and the Benefit Summary have been modified to clarify that partial hospitalization is a covered Service.
- The “Outpatient Durable Medical Equipment” section of the *EOC* has been modified to clarify that both blood glucose monitors and continuous glucose monitors are covered.
- The Low-Vision Aids and Vision Hardware and Optical Services exclusions in the Exclusions and Limitations section of the *EOC* have been modified for clarity to include a cross reference to the “Pediatric Vision Hardware and Optical Services Enhanced Benefit Rider.”
- The “Exclusions and Limitations” section of the *EOC* has been modified. The surrogacy limitation clarifies that it applies to both traditional and gestational surrogacy arrangements.

Administrative changes or clarifications

- The *Group Agreement* has been modified to clarify that Company may terminate the *Group Agreement* if there are no Members covered, regardless of whether Members reside or work in the Service Area, as that is not a requirement of eligibility for all products.
- The term Cost Share has been defined and added to the “Definitions” section of the *EOC*. Throughout all documents, the defined term Cost Share replaces some, but not all, instances of Deductible, Copayments, or Coinsurance used for improved readability, accuracy, and administrative purposes.
- The terms Non-Participating Vendor and Participating Vendor have been added to the “Definitions” section of the Traditional, Deductible, and High Deductible Health Plan *EOC* for alignment across products.
- The definition of Non-Participating Provider, specific to the “Alternative Care Services” section of the *EOC*, has been modified for accuracy to reflect that a Non-Participating Provider is an Alternative Care provider who is not a Participating Provider.
- The definition of Spouse has been modified to clarify that the term includes a person who is validly registered as a domestic partner under the laws of another state.
- The “Adding New Dependents to an Existing Account” section of the *EOC* has been modified. The time allowed to submit an enrollment application for a newborn or adopted child has been changed from 30 days to 31 days.
- The “Prior and Concurrent Authorization and Utilization Review” section of the Traditional, Deductible, and High Deductible Health Plan *EOC* has been modified to reflect that prior authorization determination notices will be provided to both the Member and the requesting provider within two business days of the request and to outline the timelines when additional information is

required to make a decision, per Oregon Senate Bill 249. Updates have also been made to clarify that requests for Services submitted by a Member are outlined in the “Grievances, Claims, and Appeals” section.

- The “Out-of-Pocket Maximum” section of the *EOC* has been modified to remove an incorrect reference to payments for Services under the “Alternative Care Services” section of the *EOC* as the *EOC* does not contain this section.
- The “Out-of-Pocket Maximum” section of the *EOC* has been modified for accuracy. The bullets indicating that payments for Services under the “Infertility Services” section and the “Infertility Treatment Services Rider” have been removed. Payments for these Services do apply to the “Out-of-Pocket Maximum.”
- Throughout the *EOC*, references to the U.S. Food and Drug Administration (FDA) have been edited for consistency.
- The “Injuries or Illnesses Alleged to be Caused by Third Parties” section of the *EOC* has been modified for accuracy and clarity. The section has been retitled “Injuries or Illnesses Alleged to be Caused by Other Parties” and references throughout the section to “third parties” have been changed. Language has also been added to clarify that reimbursements due to the Plan are not subject to the Out-of-Pocket Maximum. The address to send notice of claims or legal action has been updated.
- Language in the “Injuries or Illnesses Alleged to be Caused by Third Parties” section of the *EOC* has been revised in accordance with Oregon Senate Bill 421 to address the order in which Company can receive reimbursement or subrogate recovery for the cost of services we cover in the case of a motor vehicle accident.
- The “Surrogacy Arrangements” section of the *EOC* has been modified to clarify that the section applies to both traditional and gestational surrogacy arrangements.
- The “Grievances, Claims, Appeals, and External Review” section of the *EOC* has been revised to align across all product lines to ensure consistency. It has also been updated to comply with Oregon Senate Bill 249.
- The “Moving to Another Kaiser Foundation Health Plan Service Area” section of the *EOC* has been modified to clarify that a Member may be eligible to enroll in a plan in the other Kaiser Foundation Health Plan Service Area, rather than transferring to another plan, as they would still need to meet the eligibility requirements of the new plan.
- The “Unusual Circumstances” section of the *EOC* has been modified to clarify that, in the event of unusual circumstances that could result in delay or inability to provide covered Services, Kaiser Permanente will make a good faith effort to provide or arrange for Services within the limitations of available personnel and facilities.

Additional changes and clarifications that apply to Added Choice[®] medical plans only

Benefit changes

- The “Services Subject to Prior Authorization Review under Tier 2 and Tier 3,” “External Prosthetic Devices and Orthotic Devices,” and “Outpatient Durable Medical Equipment (DME)” sections of the *EOC* have been modified to reflect that DME items will now require prior authorization in all tiers.
- The “Failure to Satisfy Prior Authorization Review Requirements,” “Tier 3 Out-of-Pocket Maximum,” and “Tier 2 Out-of-Pocket Maximum” sections of the *EOC* have been modified to specify that if a

Member does not obtain the required prior authorization for Services from a Non-Participating Provider, Non-Participating Vendor, or Non-Participating Facility, the claim will be denied and the Member will be responsible for the Charges.

Benefit clarifications

- The “How to Obtain Services - General Information” section of the *EOC* has been modified for accuracy. The language noting Urgent Care as an exception to the Tier 1 requirements has been removed. Only Emergency Services received at a PPO Facility or Non-Participating Facility are covered under Tier 1. Urgent Care Services received at a PPO Facility or Non-Participating Facility are covered under Tier 2 or Tier 3, whichever applies.
- The “Services Subject to Prior Authorization Review under Tier 2 and Tier 3” section of the *EOC* has been modified. The list of Services that do not require prior authorization in Tier 2 and Tier 3 has been revised for clarity and accuracy.
- The “Tier 2 and Tier 3 Urgent Care” section of the *EOC* has been modified to clarify that we cover Urgent Care under Tier 2 or Tier 3. The language indicating that if a Member receives Urgent Care that is not covered under Tier 1 has been removed as Urgent Care is covered under Tier 1. We do not cover Services in Tier 2 or Tier 3 that are not covered under Tier 1.

Administrative changes or clarifications

- Throughout the *EOC*, parenthetical references indicating the Tier under which Services are covered, based on the provider type, have been removed. Language indicating that benefits are subject to the additional provisions in the applicable tier sections has also been removed. The “How to Obtain Services” section indicates that the type of provider from which Services are received determines under which tier the benefit is covered. Removed language to reduce redundancy and for better clarity and readability.
- The “Tier 1 Prior Authorization Review Requirements” and the “Tier 2 and Tier 3 Prior Authorization Review Requirements” sections of the *EOC* have been updated to The “Prior and Concurrent Authorization and Utilization Review” section of the *EOC* has been modified to reflect that prior authorization determination notices will be provided to both the Member and the requesting provider within two business days of the request and to outline the timelines when additional information is required to make a decision, per Oregon Senate Bill 249. Updates have also been made to clarify that requests for Services submitted by a Member are outlined in the “Grievances, Claims, Appeals, and External Review” section.

Additional changes and clarifications that apply to PPO Plus[®] medical plans only

Benefit changes

- The “Services Subject to Prior Authorization Review,” “External Prosthetic Devices and Orthotic Devices,” and “Outpatient Durable Medical Equipment (DME)” sections of the *EOC* have been modified to reflect that DME items will now require prior authorization in both tiers.
- The “Failure to Satisfy Prior Authorization Review Requirements” and “Tier 2 Out-of-Pocket Maximum” sections of the *EOC* have been modified to specify that if a Member does not obtain the required prior authorization for Services from a Non-Participating Provider, Non-Participating Vendor,

or Non-Participating Facility, the claim will be denied and the Member will be responsible for the Charges.

Benefit clarifications

- The “General Information” subsection under “How to Obtain Services” has been modified for accuracy. The language regarding an exception to the Tier 1 requirements has been revised to clarify that Emergency Services received at a Non-Participating Facility are not subject to these requirements.
- The “Services Subject to Prior Authorization Review” section of the *EOC* has been modified. The list of Services that do not require prior authorization has been revised for clarity and accuracy.

Administrative changes or clarifications

- Throughout the *EOC*, parenthetical references indicating the Tier under which Services are covered, based on the provider type, have been removed. Language indicating that benefits are subject to the additional provisions in the applicable tier sections has also been removed. The “How to Obtain Services” section indicates that the type of provider from which Services are received determines under which tier the benefit is covered. Removed language to reduce redundancy and for better clarity and readability.
- The “Prior Authorization Review Requirements” section of the *EOC* has been modified to reflect that prior authorization determinations will be provided within two business days per Oregon Senate Bill 249. Updates have also been made to clarify that requests for Services submitted by a Member are outlined in the “Grievances, Claims, Appeals, and External Review” section.

Changes and clarifications that apply to medical benefit riders

Benefit changes

- The “Cost Share for Covered Drugs and Supplies” section of the “Outpatient Prescription Drug Rider” used for Added Choice and PPO Plus plans has been modified to reflect a change in how the Member cost share is applied for drugs obtained from MedImpact Pharmacies when a generic equivalent is available, but the Member chooses a brand-name drug. Language stating that the Member would pay the difference between the pharmacy’s retail price for the brand-name drug and the generic drug, in addition to the applicable drug tier cost share, has been removed. Members will now only pay the Copayment or Coinsurance for the brand-name drug.

Benefit clarifications

- The “Medication Management Program” section of the “Outpatient Prescription Drug Rider” has been modified for clarity.

Administrative changes or clarifications

- Throughout the riders, parenthetical references indicating the Tier under which Services are covered, based on the provider type, have been removed.
- The definition of Non-Participating Provider, specific to the “Alternative Care Services Rider,” has been modified for accuracy to reflect that a Non-Participating Provider is an Alternative Care provider who is not a Participating Provider.

- Language has been added to the “Hearing Aid Rider” to clarify that the hearing aid allowance is combined across all tiers under which hearing aids are covered.
- The first paragraph of the “Infertility Treatment Services” section in the “Infertility Treatment Services Rider” has been modified for alignment with other products. Language indicating that Services are covered “only under Tier 1” has been removed as this concept is discussed later in the rider.
- The “Infertility Treatment Services Rider” has been modified. The language indicating that the Lifetime Benefit Maximum is combined across all tiers has been moved from the rider benefit summary table to the text of the rider.
- The Member Services phone number has been removed throughout the “Outpatient Prescription Drug Rider” templates to align with the *EOC*.
- Throughout the “Outpatient Prescription Drug Rider,” references to the U.S. Food and Drug Administration (FDA) have been edited for consistency.
- The “Outpatient Prescription Drug Rider” for plans that cover sexual dysfunction drugs has been modified. The bullet limiting sexual dysfunction drugs to eight pills per a 30-day supply has been removed as this limit is captured in the “You Pay” cell of the Sexual Dysfunction drugs row on the Rider Benefit Summary Table for plans that have the limit.

Changes and clarifications that apply to dental plans

Benefit clarifications

- Minor edits were made for clarity to the exclusion for government agency responsibility in the “Exclusions” section of the *EOC*.
- The exclusion for use of alternative materials in the “Exclusions” section of the *EOC* was modified to improve readability and understanding.
- A new limitation has been added to clarify that routine fillings are limited to amalgam or glass ionomer fillings on posterior teeth and composite fillings on anterior teeth. This limitation does not change how fillings are currently restored.

Administrative changes or clarifications

- The *Group Agreement* has been modified to clarify that Company may terminate the *Group Agreement* if there are no Members covered, regardless of whether Members reside or work in the Service Area, as that is not a requirement of eligibility for all products.
- The column for In and Out-of-Network Benefit Maximum in the PPO *EOCs* was split from one to two columns for administrative ease and clarity.
- Language in various sections throughout the *EOC* has been modified to align with similar sections across products and lines of business. This synchronization did not result in any benefit or administrative changes.
- References to online directories have been updated where applicable to ensure accuracy.
- The definitions of Dentally Necessary and Medically Necessary have been revised to eliminate redundancy when defining Services.
- The definition of Spouse has been modified to clarify that a person who is validly registered as your domestic partner under the laws of another state is defined as a Spouse.

- The reference to “effective date” in the “When Coverage Begins” section has been updated to “membership effective date” and other references throughout the *EOC* to “effective date of coverage” for clarity.
- The “Adding New Dependents to an Existing Account” section of the *EOC* has been modified. The time allowed to submit an enrollment application for a newborn or adopted child has been changed from 30 days to 31 days.
- References to dental claim forms in the “Post-Service Claims - Services Already Received” section have been updated for accuracy.
- The PPO *EOCs* have been revised to clarify that all care and Service must be directed by a Participating or Non-Participating Provider within the United States.
- United States Food and Drug Administration was updated to U.S. Food and Drug Administration (FDA) for consistency and accuracy.
- The term “Calendar” was removed from all limitations referring to “Calendar Year.” The defined term is Year.
- The “Injuries or Illnesses Alleged to be Caused by Third Parties” section of the *EOC* has been modified for accuracy and clarity. The section has been retitled “Injuries or Illnesses Alleged to be Caused by Other Parties” and references throughout the section to “third parties” have been changed. Language has also been added to clarify that reimbursements due to the Plan are not subject to the Out-of-Pocket Maximum. The address to send notice of claims or legal action has been updated.
- Language in the “Injuries or Illnesses Alleged to be Caused by Third Parties” section of the *EOC* has been revised in accordance with Oregon Senate Bill 421 to address the order in which Company can receive reimbursement or subrogate recovery for the cost of services we cover in the case of a motor vehicle accident.
- The “Grievances, Claims, and Appeals” section of the *EOC* has been revised to align across all product lines to ensure consistency. It has also been updated to comply with Oregon Senate Bill 249.

Changes and clarifications that apply to dental benefit riders

Benefit clarifications

- A note has been added to the “Dental Implant Benefit” section clarifying that pontics are not covered under the Dental Implant Services Rider but under the “Major Restorative Services” section of the *EOC*.
- The first bullet under the “Exclusions” section of the Dental Implant Services Rider has been modified for clarity. An implant or any part of an implant surgically placed prior to a Member’s effective date of Company coverage is not covered. This clarification supports current administration.
- A new limitation has been added to the Implant rider to clarify that removing and reinserting a prosthesis and abutments for cleaning is limited to implants placed by a Permanente Dental Associates Participating Dentist. This will enable Participating Dentists to maintain consistent and high quality of care. This clarification supports current administration.

Administrative changes or clarifications

- The first bullet under the “General Benefit Requirements” section of the Dental Implant Services Rider has been modified to clarify that all care and Service must be directed by a Participating or Non-Participating Provider.
- References to “effective date” have been updated to “effective date of coverage” for clarity.
- References to “charges” in the Dental Implant Services Rider and Orthodontic Services Rider have been removed to accurately reflect the Member’s cost share as “coinsurance.”

Changes and clarifications that apply to all Senior Advantage plans

Benefit changes and clarifications

- The following changes have been made to the Medical Benefits Chart located at the front of the *EOC*:
 - Acupuncture for chronic low back pain has been added. This is a CMS benefit change effective January 21, 2020 and was not previously included in the Chart.
 - More detail about covered services has been added to the “Colorectal cancer screening” section of the Chart to describe cost-sharing for colonoscopies.
 - The “Durable medical equipment (DME) and related supplies” section has been revised to add phototherapy equipment for home use to treat psoriasis to the items covered at \$0 cost sharing, and also to list DME items not covered by Medicare but covered by us when medically necessary.
 - The Silver&Fit[®] Healthy Aging and Exercise Program benefit description has been revised. Members who enroll in Silver&Fit may choose all or some of the available options: basic gym membership, two “Home Fitness” kits, and one “Stay Fit” kit.
 - More detail has been added to the “Home infusion therapy” section to describe covered services necessary to perform home infusion, including drugs, equipment, supplies, professional services, patient training and education, and monitoring.
 - Three specific lab tests for persons with certain chronic conditions have been added to the “Outpatient diagnostic tests and therapeutic services and supplies” section and are covered at \$0 cost-sharing (not subject to deductible, if applicable), for all members.
 - Sleep studies have been added as a covered item in the “Outpatient diagnostic tests and therapeutic services and supplies” section.
 - The “Physician/practitioner services, including doctor’s office visits” section has been revised. We have added information to explain when the outpatient surgery cost-sharing is applied. The description of covered telehealth services has also been modified for clarity.
- A new Section 8 has been added to Chapter 3 of the *EOC* to describe what oxygen benefits (equipment, supplies and maintenance) a Senior Advantage member is entitled to; what is the cost-sharing; and how coverage is affected if a member leaves our plan and returns to Original Medicare.
- A paragraph has been added to Chapter 4, Section 1 of the *EOC* – “Understanding your out-of-pocket costs for covered services” – to inform members there is no cost-sharing related to COVID-19 testing or treatment for the duration of the public health emergency.
- We have removed genetic testing from the exclusions or limitations chart in Chapter 4 of the *EOC* because genetic testing is covered by Medicare in certain situations.

- Several *EOC* definitions have been revised for clarity and accuracy, including the terms Emergency Medical Condition, Exception, Network Physician, and Plan.

Administrative changes and clarifications

- The Senior Advantage eligibility requirements in Chapter 1, Section 2.1 of the *EOC* have changed to remove enrollment restrictions on beneficiaries with ESRD, in accordance with the 21st Century Cares Act.
- In Chapter 1, Section 2.3 of the *EOC*, we have added Lane County in Oregon to our plan service area for Senior Advantage.
- For Medicare Part D plans, Chapter 1, Section 3.5 of the *EOC* has been revised to explain the additional information provided on the Part D Explanation of Benefits (EOB).
- For Medicare Part D plans, Chapter 2, Section 1 of the *EOC* has been revised to provide new contact information for Part D prescription drugs coverage decisions.
- For Medicare plans that do not include Part D prescription drug coverage, Chapter 2, Section 7 of the *EOC* – “Programs that help pay for prescription drugs” – has been modified to provide additional information about prescription cost-sharing assistance programs for persons with HIV/AIDS.
- For Medicare Part D plans, Chapter 5, Section 10.2 of the *EOC* has been revised to provide additional information about the Drug Management Program and member appeals related to limits or restrictions on opioid medications.
- A new Section 18, “Surrogacy,” has been added to the “Legal Notices” chapter of the *EOC* to explain our right to seek reimbursement of plan charges for covered services that a member receives associated with a surrogacy arrangement.



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Clackamas County (POA)
Oregon ASO Dental Plan Changes
Renewing January 1, 2021
(Preliminary draft as of 8/20/2020)

The following is a summary of the significant changes that will be made to the Delta Dental ASO Agreement and member handbook when your group renews in 2021. The summary is provided for your convenience and shall not be binding upon the parties. The language in the ASO Agreement and member handbook is controlling in all cases. Minor changes, including grammatical, cosmetic or formatting changes or moving sections around for ease of use are not included in this summary.

FEDERAL REGULATORY CHANGES			
Reference	Former Benefit	Change/Rationale/Exceptions	Claims Impact*
	Additional changes may be required as a result of new federal rules or regulations.	Delta Dental will provide written notice of any additional changes.	TBD

BENEFIT CHANGES						
Accepted		Reference	Former Benefit	New Benefit	Explanation	Claims Impact*
Yes	No					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Benefits and Limitations Pulp Capping	Pulp capping was covered only when there was exposure of the pulp.	A separate charge for pulp capping is not covered.	Pulp capping is performed at the same time as a restorative service and should be included in the charge of the restoration.	-0.02%
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Benefits and Limitations Re-cement and Re-bond	Re-cement or re-bond of a crown, inlay, onlay or veneer are covered.	Re-cement or re-bond of a crown, inlay, onlay or veneer, by the same dentist, is limited to once per lifetime.	In an otherwise healthy tooth, a properly placed restoration should not need continuous efforts to maintain its attachment.	Negligible

ADMINISTRATIVE CHANGES		
Reference	Change/Rationale/Exceptions	Details
Overall	Minor wording changes for readability.	This includes separating 1 sentence into 2, and replacing some words with simpler synonyms (e.g., consult changed to talk with)
General Exclusions Illegal Acts, Riot, Rebellion	Narrow the exclusion to require member be convicted of a crime for the exclusion to be applied.	Oregon Department of Consumer and Business Services request. Will ensure that protesters who have not committed a crime will have coverage if injured.
Claims Administration & Payment Order of Benefit Determination	The plan will now coordinate benefits with Medicare.	The new Medicare COB process will comply with the Oregon and Federal rules.

ASO AGREEMENT CHANGES		
Reference	Change/Rationale/Exceptions	Details
None		

*Based on Delta Dental book of business.

Additional changes may be required at any time as a result of new federal rules or regulations; changes to existing ACA rules or regulations or State law. Delta Dental will provide written notice of any additional changes including any modification to administrative fees, and will administer such changes accordingly.

Services are provided by Oregon Dental Service doing business as Delta Dental Plan of Oregon (Delta Dental). Delta Dental is part of the Moda organization.

Signature  Digitally signed by Stephen Steinberg
 Date: 2020.09.22 01:20:01 -07'00' Date 092220

Retiree, COBRA and Temporary Employee Low Cost Medical Plan Options

Executive Summary

Problem Statement:

The Clackamas County benefits division created the Providence and Kaiser \$1000 deductible plans to provide more affordable medical plan options for retired employees and COBRA participants. The plan design for the Providence and Kaiser \$1000 deductible plans, which are now also available to full-time temporary employees, have not been changed since the inception of these plans in 2005 and 2006. Consequently, the premiums associated with these plans are less affordable resulting in increasing costs to county departments, retired employees and COBRA participants.

Project Coordinator: Jason Morrill, HR Analyst

Review Team: Tamra Dickinson, Benefits and Wellness Coordinator; Billie Hurley, HR Analyst; Christi Hardy, HR Assistant

Internal Stakeholders: Benefits and Wellness Division, County Departments, Temporary Employees, County Unions, Employee & Labor Relations, Independent Retiree Medical Trust (IRMT), Workforce Data Management Division, Technical Services.

External Stakeholders: Retirees, COBRA Participants, William C Earhart Company, Mercer, Providence Health Plan, Kaiser Permanente.

Recommendation: Since the Kaiser \$1000 deductible plan is the basis for determining the value of minimum essential coverage, and consequently the employer contribution amount, we recommend retaining this plan as the lowest cost option for temporary employees, retirees and COBRA participants. Since the Kaiser plan only provides coverage within the Oregon and Washington Kaiser service district, we also recommend retaining the Providence \$1000 deductible plan as a lower cost option for retiree and COBRA participants living both inside and outside of the Kaiser service district.

We recommend combining rates for the two Kaiser \$1000 deductible plans (general county and POA), since these plans are nearly identical and are already in the same rate pool. This consolidation will not have a meaningful impact on the plan rates, but will reduce administrative complexity and retiree/COBRA participant confusion.

Finally, we recommend making plan design changes to both the Kaiser and Providence \$1000 deductible plans to reduce costs and maintain choice. This will involve renaming the plans as “high deductible” plans instead of \$1000 deductible plans. These changes will reduce the cost to departments associated with maintaining temporary employees. It will also provide employees seeking to retire with lower cost options for medical insurance in retirement, thereby making it more practical for employees to afford retiring from Clackamas County.

We are proposing the following changes for the 2021 plan year:

Kaiser plans (GC & POA):

Increase deductible to \$1400/\$2800
Increase pharmacy benefit to \$20/\$40

Providence Plan:

Increase deductible to \$1400/\$2800
Increase out of pocket maximum to \$3000/\$6000
Increase office visit copay to \$25

- See \$1000 deductible plan options (Attachment A) for the premium impact associated with the changes.
- See \$1000 deductible plan comparison (Attachment B) for current 2020 plan coverage options.

Going forward, we recommend increasing the deductible as needed to comply with the definition of a high deductible health plan (<https://www.healthcare.gov/glossary/high-deductible-health-plan/>). Other changes may also be necessary in the future to retain variation among the plan options and continue to meet the affordability guidelines of the Affordable Care Act (ACA) (<https://acatimes.com/irs-safe-harbors-for-affordability-help-avoid-aca-penalties/>) for active employees while continuing to comply with ACA minimum essential coverage requirements.

Background: In 2005, Clackamas County implemented the \$1000 deductible Providence Open Option medical plan for general county (GC) retiree and COBRA participants. In 2006, Clackamas County added two Kaiser \$1000 deductible plans (GC and POA) and extended the \$1000 deductible Providence Open Option medical plan to the POA retiree and COBRA population. Clackamas County has not made any plan changes to the \$1000 deductible plans since their inception.

In response to the Affordable Care Act's (ACA) employer mandate, Clackamas County began offering the \$1000 deductible plans to temporary employees meeting certain eligibility criteria to satisfy Clackamas County's requirement to provide minimum essential coverage as of January 1, 2016.

Through post-educational class employee surveys, the benefits and wellness team has learned that one barrier employees experience for retirement is the cost associated with medical insurance.

Other Organizations: Our analysis shows that other similar organizations in our region also provide low cost plans as an option for retired employees. Multnomah County has two "major medical" plans, Washington County offers two "high deductible" medical plans, and Lane County has one "high deductible" medical plan available for their retiree populations. These plans are lower in cost and coverage than their other employee and retiree plans.

Current State: Clackamas County has three \$1000 deductible medical plan options that are available to retirees, COBRA participants and temporary employees meeting certain eligibility criteria. These plans include:

Coverage Tier:	Kaiser General County (GC) \$1000 deductible	Kaiser POA \$1000 deductible	Providence GC & POA \$1000 deductible
Individual	\$533.84 / Month	\$533.90 / Month	\$730.63 / Month
Individual & Spouse	\$1,067.68 / Month	\$1,067.80 / Month	\$1,461.36 / Month
Individual & Child(ren)	\$960.90 / Month	\$961.02 / Month	\$1,315.14 / Month
Family	\$1,601.56 / Month	\$1,601.82 / Month	\$2,191.92 / Month

*Rates are for the 2020 calendar year.

Retirees and COBRA participants pay 100% of the premiums associated with the \$1000 deductible plans. The employing department pays \$533.84 per employee per month (PEPM) for temporary employees enrolled in a \$1000 deductible plan, and the temporary employee pays the remaining premiums. The employer premium for qualifying temporary employees is based on the least expensive \$1000 deductible plan, which is currently the general county Kaiser \$1000 deductible plan.

As of September 2020, here is the distribution of use:

	Kaiser General County (GC) \$1000 deductible	Kaiser POA \$1000 deductible	Providence GC & POA \$1000 deductible	Eligible, not enrolled
Retiree /COBRA	8	7	14	N/A
Temporary	9	0	2	28

Estimated financial impact: If all plan changes are implemented, the combined departmental savings for 2021 based on current enrollment levels will be \$2,349.60. If additional eligible temporary employees elect medical benefits for 2021, the potential savings would be up to \$8,330.40.

Premium reductions associated with these changes will be passed on to retiree and COBRA participants in full. The 2021 annual premium savings for each retiree are:

Coverage Tier:	Kaiser (GC & POA) \$1000 deductible	Providence (GC & POA) \$1000 deductible
Individual	\$213.60	\$347.28
Individual & Spouse	\$427.20	\$694.32
Individual & Child(ren)	\$384.48	\$624.96
Family	\$640.80	\$1,041.60

COPY

Review Begin Date: 6/29/2020

Review End Date: 9/3/2020

**Clackamas County January 2021 Renewal
 Temps/Retirees/COBRA - \$1,000 Deductible Plan Options
 General County & POA**

August 24, 2020

PLAN	GC & POA			
	Blended Renewal No Plan Changes	\$1,400/\$2,800 Deductible	\$20/\$40 Rx Copays	Both Plan Options
Kaiser \$1,000 Deductible				
EE	\$520.32	\$506.14	\$516.58	\$502.52
EE, SP	1,040.64	1,012.28	1,033.18	1,005.04
EE, CH	936.58	911.04	929.86	904.54
EE, FAM	1,561.06	1,518.50	1,549.86	1,507.66

PLAN	GC & POA				
	Blended Renewal No Plan Changes	\$1,400/\$2,800 Deductible	\$3,000/\$6,000 OOP Maximum	\$25 Office Visit Copay	All Plan Options
Providence \$1,000 Deductible					
EE	\$761.32	\$759.80	\$738.48	\$758.28	\$732.38
EE, SP	1,522.74	1,519.70	1,477.06	1,516.64	1,464.88
EE, CH	1,370.38	1,367.64	1,329.26	1,364.90	1,318.30
EE, FAM	2,283.98	2,279.42	2,215.46	2,274.84	2,197.18

Attachment B:

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Clackamas County - 2020 \$1000 Deductible Plan Comparison (Temporary Employees, Non-Medicare Retirees and COBRA)	GC Kaiser	POA Kaiser	Providence	
	High Deductible Plan	High Deductible Plan	High Deductible Open Option	
	IN-PLAN COVERAGE ONLY	IN-PLAN COVERAGE ONLY	IN-PLAN	OUT-OF-PLAN
Annual Deductible: Individual/Family	\$1000/\$3000	\$1000/\$3000	\$1000/\$2000 Common Deductible	
Annual Out-of-Pocket Maximum: Individual/Family	\$3000/\$9000	\$3000/\$9000	\$2000/\$4000 Common Maximum	
PREVENTIVE SERVICES				
Periodic health exams	Covered in full	Covered in full	Covered in full	50%*
Well baby care, routine immunizations	Covered in full	Covered in full	Covered in full	50%*
Gynecology exams & tests	Covered in full	Covered in full	Covered in full	50%*
Mammograms	Covered in full	Covered in full	Covered in full	50%
Colonscopy & sigmoidoscopy	Covered in full	Covered in full	Covered in full	50%
PHYSICIAN/PROVIDER SERVICES				
Office visits	\$25* primary care; 20% specialty care	\$25* primary care; 20% specialty care	\$15*	50%*
Allergy shots	Covered in full	Covered in full	30%	50%
Pre-natal & post-natal visits; delivery	Covered in full	Covered in full	\$100*/pregnancy	50%
HOSPITAL SERVICES				
Inpatient care & provider visits	20%	20%	30%	50%
Maternity services	20%	20%	30%	50%
Routine newborn nursery care	20%	20%	30%*	50%
Surgery & anesthesia	20%	20%	30%	50%
Rehabilitative care (subject to limitations)	20%	20%	30%	50%
Skilled nursing facility (subject to limitations)	20%	20%	30%	50%
DURABLE MEDICAL EQUIPMENT				
Medical supplies, appliances and prosthetics	20%	20%	30%	50%
Diabetic equipment (glucose monitors, insulin pumps, etc)	20%	20%	30%	50%
EMERGENCY/URGENT & AMBULANCE SERVICES				
Emergency services	20%	20%	\$100*	\$100*
Urgent care services	\$25*	\$25*	\$15*	50%*
Emergency medical transportation	20%	20%	30%	30%
OTHER COVERED SERVICES				
X-ray & lab services	20%	20%	30%*	50%
Outpatient rehabilitative services	20%* (limited to 20 visits per therapy per year)	20%* (limited to 20 visits per therapy per year)	30%	50%
Outpatient surgery	20%	20%	30%	50%
Chemotherapy & radiation	20%	20%	30%	50%
Home health care (subject to limitations)	20%	20%	30%	50%
Hospice	Covered in full	Covered in full	Covered in full	Covered in full
HEARING AID ALLOWANCE				
Children	20% - One hearing aid per ear every 4 years	20% - One hearing aid per ear every 4 years	30% (One per ear every 4 years)	50% (One per ear every 4 years)
Adults	\$1500 allowance every 3 years for each ear	\$1500 allowance every 3 years for each ear	30% (One per ear every 4 years)	50% (One per ear every 4 years)
VISION				
Children Vision - every year	Exam and standard lenses/frames or 12 months supply of contact lenses: Covered in full	Exam and standard lenses/frames or 12 months supply of contact lenses: Covered in full	Discount available	Discount available
Vision Examinations - every 12 months	\$25 co pay*	\$25 co pay*	Discount available	
Benefit every 12/24 months	\$200 for lenses and frames or contact lenses every 2 years	\$200 for lenses and frames or contact lenses every 2 years	Discount available	
ALTERNATIVE CARE				
Office visits	\$10 for chiropractic, acupuncture, naturopath ² , \$25 massage, \$1500 combined annual max	\$10 for chiropractic, acupuncture, naturopath ² , \$25 massage, \$1500 combined annual max	\$25 co pay* for chiropractic and acupuncture***	N/A
PRESCRIPTION DRUGS				
Generic/Brand at pharmacy	\$15/\$30	\$15/\$30	\$10*/50%*	N/A
Generic/Brand for 90-day mail (maint. drugs)	\$30/\$60	\$30/\$60	\$30*/50%*	N/A
*Deductible does not apply				
**Physician-referred acupuncture visits is limited to 12 visits per calendar year				
***Participants may be responsible for more than 1 co-pay depending on how their provider bills Providence for their services. Eligible naturopathic services are billed as physician/provider services.				
² Physician-referred acupuncture visits is limited to 12 visits per calendar year				



January 14, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approve the Concord and Gladstone Master Plan Reports and Approve Staff to Work with the Community and Consultants to Complete Design and Engineering for the Concord Property and Gladstone Library

Purpose/Outcome	Approval by the Board of County Commissioners (BCC) of: <ol style="list-style-type: none"> The Concord Master Plan Report and the Gladstone Library Master Plan Report, as recommended by the Concord Property and Library Planning Task Force and the Gladstone Library Planning Task Force, respectively; and Staff moving forward to work with the community and consultants to complete design and engineering for the Gladstone library on the previous Gladstone City Hall site and Oak Lodge library on the Concord Property in preparation for construction to begin in spring 2022. (Board requests related to NCPRD will be brought to the BCC acting as the Board of Directors for North Clackamas Parks and Recreation.) 	
Dollar Amount and Fiscal Impact	FY 20-21, for Opsis' Contract approximately (scope of work has not been completed at this time): <ul style="list-style-type: none"> \$525,000 Oak Lodge Library \$212,000 Gladstone Library 	FY 21-22, for Opsis' Contract approximately (scope of work has not been completed at this time): <ul style="list-style-type: none"> \$875,000 Oak Lodge Library \$354,000 Gladstone Library
Funding Source	Oak Lodge and Gladstone libraries	
Duration	January 2021 – Spring 2022	
Previous Board Action/Review	<ul style="list-style-type: none"> 10/31/1985: Approval of Board Order 85-1221 which entitles the Library Board of Trustees to conduct studies to recommend to the BCC appropriate sites for the location of the library building or satellite facilities 10/16/2017: Approval of a Settlement Agreement with the City of Gladstone which requires the County to construct and operate two library facilities, one in the City of Gladstone and one in unincorporated Clackamas County 4/3/2018 and 6/26/2018 Policy Sessions: Concord Property and Library Task Force planning 10/9/2018, Policy Session: Project update 11/20/2018 and 1/8/2019 Issues/updates: Gladstone Library Task Force planning 10/9/2019 Business Meeting: Approved contract with Opsis Architecture LLP to create a master plan and conduct public outreach 	

	<ul style="list-style-type: none"> • 11/12/2019 Policy Session: Project update • 11/14/2019 Business Meeting: Approval on Consent Agenda of the Library Construction and Operation Intergovernmental Agreement with the City of Gladstone • 11/24/2020: Policy Session: Acceptance of the Gladstone Library and Concord Master Plan Reports and approval of staff to move forward to work with the community and consultants to complete design and engineering for the Concord community center/library and the Gladstone library
Strategic Plan Alignment	<ul style="list-style-type: none"> • Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities. • Designed with a lens of <i>Equity, Diversity and Inclusion</i> by engaging diverse audiences and maximizing access to libraries. • Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by building near alternative modes of transportation.
Counsel Review	12/8/2020 JM
Procurement Review	The item is a Master Plan; it is not subject to Procurement review.
Contact Person	Kathryn Krygier, Project Manager 503-867-2820
Contract No.	N/A

EXECUTIVE SUMMARY:

After more than two years of planning, designing, analyzing, and extensive community involvement, two hard-working task forces of dedicated, caring community members have each unanimously recommended a master plan—one for a new community center, library, park, and NCPRD administrative offices on the Concord site in Oak Grove and one for a new library in Gladstone. While the project is a joint project that includes NCPRD and, Oak Grove and Gladstone libraries, this requested Board action is for the library portions of the project; the North Clackamas Parks and Recreation portion of the project will be considered for approval in a separate action by the Board of County Commissioners acting as the Board of Directors of the North Clackamas Parks and Recreation District (NCPRD) during their December 17, 2020 Business Meeting.

BACKGROUND:

In October 2017, the County and City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries—a 6,000-square-foot facility in Gladstone for the Gladstone Library service area and an approximately 19,500-square-foot facility in the Oak Lodge Library service area in unincorporated Clackamas County. In a similar timeframe, NCPRD acquired three properties from the North Clackamas School District, including the Concord Property near the corner of SE McLoughlin Boulevard and SE Concord Road in Oak Grove.

Two community task forces—the Concord Property and Library Planning Task Force (Concord) and the Gladstone Community Library Planning Task Force (Gladstone)—began meeting in early 2019 to advise staff and the BCC on the planning process, community needs, and master plans for the Concord Property and Gladstone Library.

One of the first major challenges taken on by the task forces was to participate in the selection process for a consulting firm to create the master plans for the two sites. Opsis Architecture LLP (Opsis) was hired and led a four-phase master planning process:

- Phase 1: Technical investigation
- Phase 2: Needs assessment/programming
- Phase 3: Design alternatives
- Phase 4: Refine a preferred alternative to recommend to the BCC

The Gladstone and Concord Task force work on these phases included:

- Identifying community values to be used to guide decision-making and as the basis for criteria to evaluate design alternatives.
- Providing review and input on public engagement plans, including outreach to underrepresented communities and then participating in public open houses and design work sessions.
- Informally approving library, community center and park uses to be included in the design alternatives for their respective master plans.
- Unanimously agreeing it would be feasible to locate the Oak Lodge Library on the Concord site.
- Approving three design alternatives for their site to present to the community for review and input; then reviewing and considering their public input.

The Concord Task Force also went through a detailed decision-making process to determine whether it would be feasible to locate the Oak Lodge Library on the Concord site and, after a great deal of research, analysis and discussion, they unanimously agreed that it was feasible.

RECOMMENDED FINAL DRAFT MASTER PLANS

Gladstone Community Library Preferred Design Alternative

The preferred design alternative recommended by the Gladstone Task Force has a public plaza and corner entry at the intersection of Portland Avenue and E Dartmouth Street to create a strong civic presence in downtown Gladstone. It takes advantage of public areas that wrap around a light-filled interior courtyard, providing an indoor/outdoor experience for patrons. The interior spaces are efficiently organized to accommodate all of the necessary library functions in a 6,000 square-foot space.

Concord Property Preferred Design Alternative

The preferred design alternative recommended by the Concord Task Force balances the library, community center, park and NCPRD office needs with a highly efficient layout that includes a north addition to the Concord building for the new library and an east addition for a new gym. A central plaza that serves as a flexible space for outdoor events features a new shared entrance to the library and community center. Next to the plaza is a 2-acre park that features a play and picnic area, and a large lawn for events and recreation. The park is surrounded with large shade trees and natural plantings. Co-location of the library and community center allows for convenient

and efficient shared functions such as the lobby, community rooms, restrooms and other service spaces.

NEXT STEPS

- Implement an amendment to Opsis’ contract for design and construction documents, and public engagement (January 2021).
- Begin design and engineering work (January 2021).
- Solicit for and select a General Contractor for preconstruction services (spring 2021).
- Begin work on an Intergovernmental Agreement between NCPRD and the Oak Lodge Library to outline shared capital and operational expenses and procedures (ongoing – summer 2021).
- Begin construction (spring 2022).

Staff will return to the Board with regular updates about the project.

ESTIMATED TOTAL PROJECT COST FOR LIBRARIES

	Gladstone Library	Oak Lodge Library
Construction	\$3,511,000	\$8,630,000
Escalation @ 5% per year	\$270,000	\$670,000
Total Construction	\$3,781,000	\$9,300,000
Indirect Costs* @ 30%	\$1,134,300	\$2,800,000
Total Project	\$4.9 million	\$12.1 million

**Indirect costs include such items as design and engineering fees, permits, furniture, equipment, etc.*

ESTIMATED LIBRARY FUNDING SOURCES

Shared Library Funding Sources	
Oak Lodge Library reserves	\$2.9 million
Clackamas County capital	\$1.0 million
Oak Lodge Library beginning fund balance	\$0.6 million
Library revenue bond, paid back at \$310,000/year (no vote required)	\$4.2 million
Total Library Funds	\$8.7 million
Anticipated Shortfall – Clackamas County bond (no vote required)	\$8.3 million
ESTIMATED TOTAL LIBRARY FUNDS	\$17.0 million

RECOMMENDATION:

Approve the Concord and Gladstone Master Plan Reports and approve staff to work with the community and consultants to complete design and engineering for the Concord Property and Gladstone Library.

ATTACHMENTS:

1. Final Draft Gladstone Master Plan Report
2. Final Draft Concord Master Plan Report

Respectfully submitted,

Laura Zentner

Laura Zentner, Director
Business and Community Services

FINAL DRAFT NOVEMBER 2020



OAK LODGE & GLADSTONE COMMUNITY PROJECT

GLADSTONE LIBRARY MASTER PLAN REPORT



GLADSTONE LIBRARY

ACKNOWLEDGEMENTS

GLADSTONE LIBRARY PLANNING TASK FORCE

At-large members

Todd Anslow
Deborah Bokowski
Kristi Haller-Shaffe
Mei-Chen
Lauren McClintock, Vice-chair
Lisa O'Brien, Chair
Nancy Turner

Gladstone Library Advisory Board Members

Margaret Bertalan
Nancy Eichsteadt
Natalie Smith
Libby Spencer

Gladstone Library Foundation Advisory Board Members

Beverly Chase
Lani Saunders

Clackamas County Library Board of Trustees Member

Leslie Shirk

SPECIAL THANKS TO

Residents of Gladstone Library Service Area who contributed to the master planning process.

For more information, contact:
communityproject@clackamas.us

CLACKAMAS COUNTY

Board of County Commissioners

Jim Bernard, Chair
Sonya Fischer, Commissioner
Ken Humbertson, Commissioner
Paul Savas, Commissioner
Martha Schrader, Commissioner

County Administration

Gary Schmidt, County Administrator

Business and Community Services

Laura Zentner, Director
Allegra Willhite, Deputy Director
Liz Lawson, Administrative Specialist
Tracy Grambush, Financial Analyst
Kathryn Krygier, Project Manager

Gladstone and Oak Lodge Libraries

Mitzi Olson, Library Director
Robin Dawson, Library Supervisor
Kristina Wells, Librarian

Public and Government Affairs

Ellen Rogalin, Community Relations Specialist
Amber Johnson, Community Relations Specialist

CITY OF GLADSTONE

City Council

Tammy Stemple, Mayor
Thomas Mesereau, Councilor
Linda Neace, Councilor
Neal Reisner, Councilor
Randy Ripley, Councilor
Tracy Todd, Councilor
Matt Tracy, Councilor

City Administration

Jacque Betz, City Administrator

CONSULTANT TEAM

Opsis Architecture

Jim Kalvelage, Partner, FAIA
Jennifer Hoffman, Project Manager
Nada Maani, Project Architect

Johnston Architects

Ray Johnston, Partner, FAIA
Mona Zellers, Designer, Johnston Architects
Siyao Zhang, Designer, Johnston Architects

Lango Hansen Landscape Architect

Kurt Lango, Principal
Brian Martin, Landscape Architect

JLA Public Involvement (Community Engagement)

Allison Brown, Facilitator
Brandy Steffan, Outreach Project Manager

Catena Consulting Engineers (Structural Engineering)

Jared Lewis, PE, SE, Principal

Interface Engineering, Inc (Mechanical and Electrical Engineering)

Andy Frictl, PE, LEED AP, Principal
David Chelsey, PE, RCDD, LEED AP, Principal

KPFF Consulting Engineers (Civil)

Josh Lighthipe, Associate, PE
Nora Oaks, Civil Designer

ACC Cost Consultants (Cost Estimating)

McCabe Karcher, Senior Estimator

Architectural Resources Group (Historic)

Matthew Davis, AICP, Principal
Caitlyn Ewers, Architectural Historian and Preservation Planner

The Bookin Group (Land Use)

Debbie Cleek, Principal

Global Transportation Engineering (Traffic)

Dana Beckwith, PE, PTOE, Principal

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GLADSTONE LIBRARY

INTRODUCTION & EXECUTIVE SUMMARY

MASTER PLAN INTRODUCTION

THE OAK LODGE AND GLADSTONE COMMUNITY PROJECT (OLGCP) IS A COMPREHENSIVE PLANNING EFFORT FOR THE GLADSTONE AND OAK LODGE LIBRARIES, AND NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD) DIVISIONS OF THE CLACKAMAS COUNTY BUSINESS AND COMMUNITY SERVICES DEPARTMENT (BCS).

Together they envision a new library for the Gladstone service area, and a new library, community center, park and NCPRD administrative office for the Oak Grove/Jennings Lodge community.

Opsis Architecture and Johnston Architects, with their consultant team, led the planning effort through a year-long process, guided by robust community outreach and the work of two community task forces – the Gladstone Community Library Planning Task Force and the Concord Property and Library Planning Task Force. As ambassadors of community interests, the task force members informed the planning effort with their ideas and with feedback from the broader community.

This report summarizes the collective, collaborative effort between the design team, task force, community, and staff to jointly identify preferred master plans for the Gladstone site to recommend to the Board of County Commissioners (BCC).

MASTER PLAN SCOPE OF WORK

The master plan effort consisted of identifying project values; program, site and design alternatives, and concept designs for the two projects – one in downtown Gladstone and one in the Oak Grove/Jennings Lodge area.

The design team was asked to provide a master plan for a new 6,000-square foot Gladstone Library to serve residents of the Gladstone service area at the location of the former Gladstone City Hall at the corner of Portland Avenue and E Dartmouth Street.

The design team was also asked to provide a master plan for a new community center, park, and NCPRD administrative office for District residents to be

located at the site of the former Concord Elementary School (Concord Property) in Oak Grove. In addition, they were asked to determine if the Concord Property is a suitable location for a new 19,500-square foot Oak Lodge Library to serve the Oak Lodge Library service area.

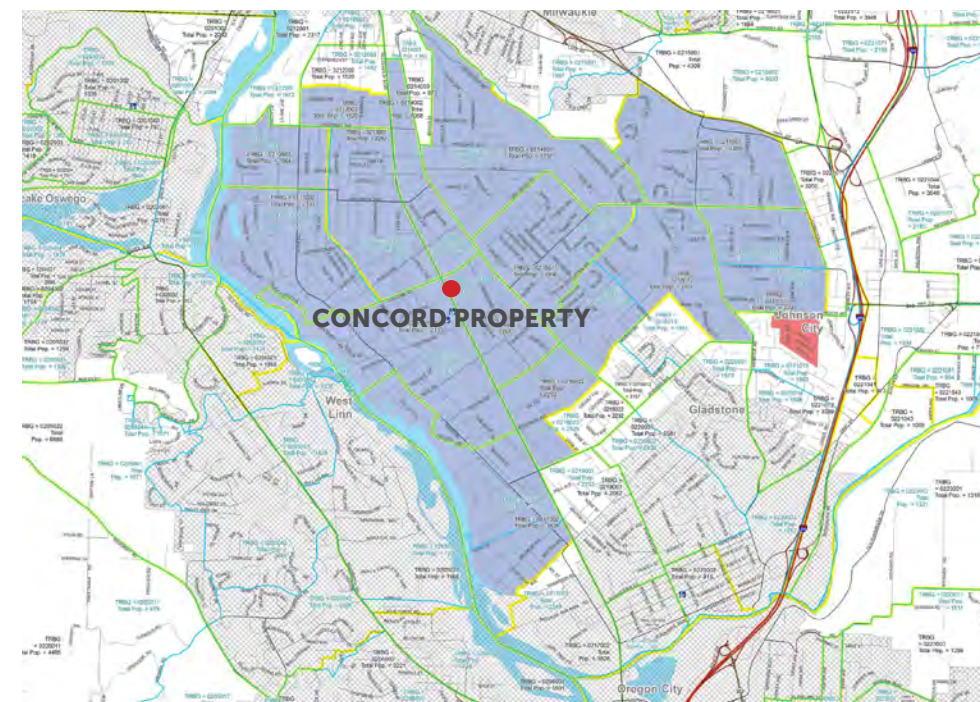
MASTER PLAN BACKGROUND

In October 2017, the County and City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries – a 6,000-square foot facility in the Gladstone Library service area and a 19,500-square-foot facility in the Oak Lodge Library service area. The agreement called for a “one library, two building” approach, with both libraries operated by

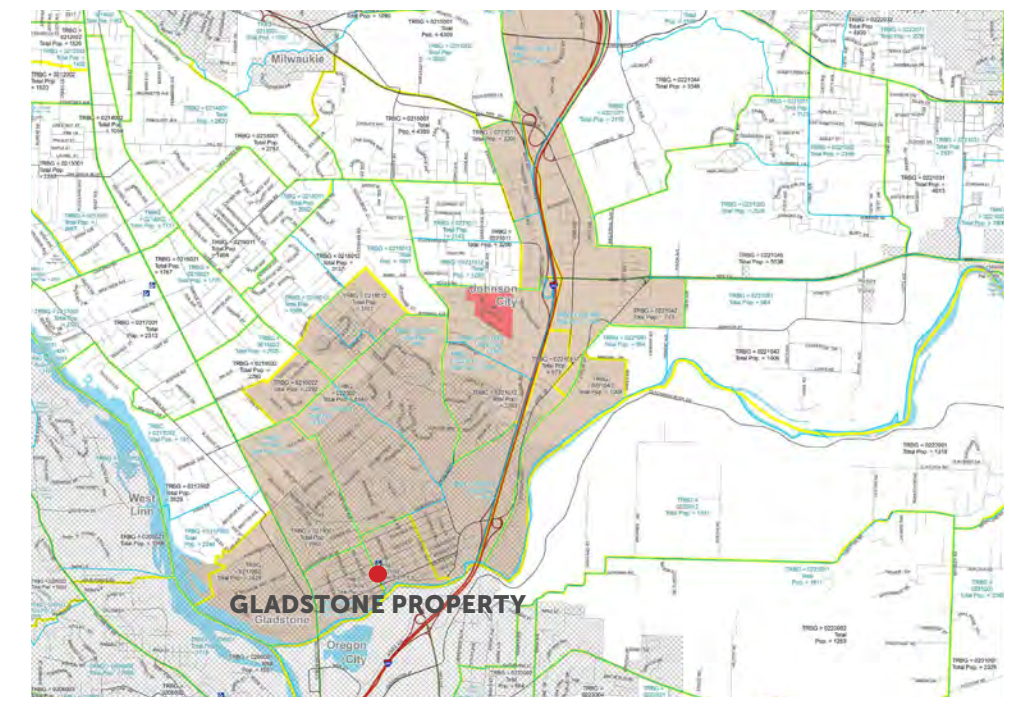
the county to achieve economies of scale and best provide library services to the residents of the Gladstone and Oak Lodge service areas.

In a similar timeframe, NCPRD acquired three North Clackamas School District properties, including the Concord Property in the Oak Grove/Jennings Lodge area of their District.

Since Gladstone Library, Oak Lodge Library, and NCPRD are all BCS divisions, it was decided to pool resources and use time and money efficiently by creating a joint process to plan for the Gladstone and Oak Lodge libraries and the Concord Property. A process outline was approved by the BCC in 2018.



OAK LODGE LIBRARY SERVICE AREA



GLADSTONE LIBRARY SERVICE AREA

GLADSTONE EXECUTIVE SUMMARY

A PRIMARY GOAL OF THIS STUDY WAS TO BRING FORTH A SHARED VISION FOR THE LIBRARY THAT BEST REFLECTS THE COMMUNITY'S VALUES.

The process define a library program, design alternatives, and a recommended preferred master plan design. That shared vision establishes a basis for developing capital development costs and funding.

COMMUNITY ENGAGEMENT

The robust community outreach effort included a high priority on reaching under-represented communities. Public involvement was conducted in two parts:

1. Capturing public input to inform the needs assessment/program; and
2. Providing specific feedback on the design alternatives.

A number of public outreach strategies were integrated to reach the widest audience. Public input ranged from in-person interviews with teens, residents and staff to an on-line open house. Project information and events were advertised via multiple methods, with a dedicated project website to share information, surveys and updates. The initial survey which was a joint survey with Oak Lodge, received over 400 responses. Over 30 people attended focus groups held at the Gladstone High School and Gladstone Center for Children and Families, and with the Gladstone Teen Advisory Group. Approximately 120 people provided feedback on the Gladstone design alternatives.

Public events were well-attended, but the Covid-19 pandemic did disrupt the community outreach process. Shifting a majority of the communication from in-person to virtual impacted the degree of input, but both the planning team and project stakeholders accommodated the change as successfully as possible. The project website became even more valuable as a two-way communication tool with the shift from in-person to virtual events.

GLADSTONE LIBRARY DESIGN WORKSHOP



VALUES

The Gladstone Task Force began the master plan process by establishing value statements and community needs. Representing many voices, the following approved value statements embody the core principles to guide decision-making through the planning process and establish standards against which project alternatives could be evaluated:

- Inclusivity
- Accessibility
- Shared community involvement and identity
- Stewardship of funding and natural space
- Respect of Gladstone's history, culture and creative spirit
- Sustainable thinking

SITE CONSIDERATIONS

- Located at the heart of Gladstone's downtown core within the Community Commercial zone, the new 6,000-square foot library will be built on the 9,000-square foot site of the former Gladstone City Hall at the prominent intersection of Portland Avenue and E Dartmouth Street.
- The project will reinforce the urban street character of downtown Gladstone and support the City's vision of a downtown "gateway" with the potential for art and intersection treatments to denote a sense of arrival to downtown Gladstone.
- The prominent site presents an opportunity to reflect a defining civic character to the City of Gladstone.
- No off-street parking will be required by development of the library.
- There is a level sidewalk on the south and west sides.
- The north side of the site is bounded by the fire station building wall and parking lot with a service area.
- The site of the adjacent apartment building is approximately six feet higher than the library site.
- Sidewalk improvements will be required on both Portland Avenue and E Dartmouth Street.
- The existing City Hall building will be demolished.

NEW GLADSTONE LIBRARY SITE (FORMER CITY HALL)



Downtown Revitalization Plan

GLADSTONE, OREGON
September 29, 2017



KEY CONSIDERATIONS

The primary goal of the project team was to provide the task force, public, and staff with design solutions for the Gladstone Library which will allow them to address the need for expanded library services within a compact footprint:

- Consolidate the current collection to reduce density and target collection growth.
- Consider flexible efficient ways to store materials and deliver service.
- Provide a library layout that supports efficient staff oversight.
- Consider future expansion potential.
- Provide flexible meeting space.

The task force highlighted the importance of reflecting the character of Gladstone and their connection to nature in the building:

- Reflect Gladstone's small-town feel.
- Express the civic character of a downtown public library.
- Celebrate Gladstone's local heritage.

The task force also noted reflecting Gladstone's character could provide opportunities for public art and sustainable building elements.

NEEDS ASSESSMENT / PROGRAM

Feedback provided through task force input, public open houses, and a public opinion survey showed a priority for creating flexible spaces as a way to



accommodate the current collection with provisions for expanded library space and program delivery.

The following list is a summary of preferred program needs:

- Flexible meeting space
- Dedicated areas for children and teens
- Private tutoring/meeting rooms
- Library Foundation sale and work areas
- Designated primary service point
- Book-drop with exterior access
- Holds area
- Self-check and public-access computers
- General collection area with reading and lounge spaces
- Staff workroom and support
- Convenient public restrooms
- Public computer area

DESIGN ALTERNATIVES

Three designs were developed based upon the program requirements and feedback from the public design workshop. Due to the small building footprint and site constraints, developing alternative layouts was primarily driven by the location of the main entrance and plaza, and open courtyards and landscape buffers. Three design alternatives were identified to be evaluated:

1. Portland Avenue Entry
2. E Dartmouth Street entry
3. Corner Entry

Evaluation of each design by the task force, public input and library staff resulted in unanimous support of the Corner Entry Option, which has a small public plaza at the intersection, good visibility from the north and east approaches, an interactive relationship to both streets and a public address on Portland Avenue.

MASTER PLAN - PREFERRED DESIGN ALTERNATIVE

The Corner Entry Option is both flexible and operationally efficient

- It takes advantage of public areas that wrap around a light-filled interior courtyard, providing an indoor/outdoor experience for patrons.
- A dedicated meeting space features access from a separate after-hours exterior entry, with the flexibility to expand into the children’s area for greater capacity for events.
- Children and teen areas have dedicated space separate from the primary reading room.
- A strategically located service point allows staff good visibility and supervision of all spaces.
- Private meeting spaces are centrally located off the main reading room.
- The Library Foundation sale area greets visitors on their way in and out of the building.
- The nearby staff workroom and support areas are located with direct access to E Dartmouth Avenue for deliveries and book drops.

The interior is envisioned as light and airy, and the library’s exterior will be designed to reflect and enhance Gladstone’s small-town feel and inseparable relationship to nature.

PROJECT COST

The total project cost for the Gladstone Library – inclusive of the building, site development, demolition, and contingencies – is estimated at \$4.9 million, based on a spring 2022 construction start. The Gladstone and Oak Lodge libraries will be built concurrently, if feasible and funding for the project is shared between the Gladstone and Oak Lodge libraries.

Funding Sources

The Gladstone Library and Oak Lodge Library funding sources are shared. The City of Gladstone is contributing \$200,000 per year of general fund revenue to support the Gladstone Library.

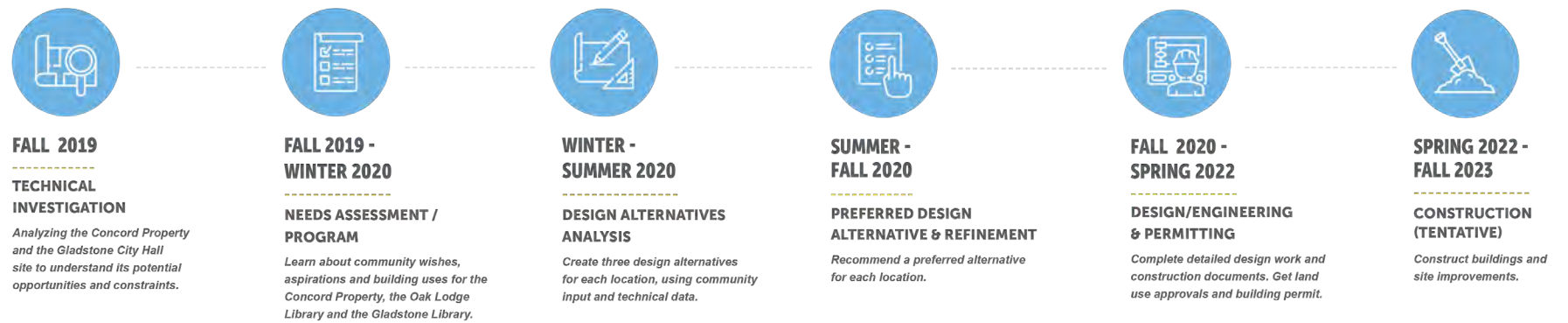
PROJECT COST

GLADSTONE LIBRARY	\$ 4.9 million
OAK LODGE LIBRARY	\$ 12.1 million
TOTAL GLADSTONE & OAK LODGE LIBRARY ESTIMATED COST	\$ 17.0 million

SHARED LIBRARY FUNDING SOURCES

OAK LODGE LIBRARY RESERVES	\$ 2.9 million
CLACKAMAS COUNTY CAPITAL	\$ 1.0 million
OAK LODGE LIBRARY BEGINNING FUND BALANCE	\$ 0.6 million
LIBRARY REVENUE BOND, PAID BACK AT \$310,000 PER YEAR (NO VOTE REQUIRED)	\$ 4.2 million
ANTICIPATED SHORTFALL - CLACKAMAS COUNTY BOND (NO VOTE REQUIRED)	\$ 8.3 million
ESTIMATED TOTAL LIBRARY FUNDS (SHARED)	\$ 17.0 million

PROJECT SCHEDULE



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PROJECT BACKGROUND



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GLADSTONE LIBRARY PROJECT BACKGROUND

PROVIDING THE GLADSTONE AND OAK LODGE LIBRARY SERVICE AREAS WITH ACCESS TO SAFE, MODERN LIBRARY FACILITIES, AND, FOR THE OAK GROVE AND JENNINGS LODGE AREA, IMPROVED ACCESS TO A PARK AND A MULTI-PURPOSE COMMUNITY CENTER, CREATES AN OPPORTUNITY TO ADDRESS THE NEEDS OF THE LIBRARIES AND THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD).

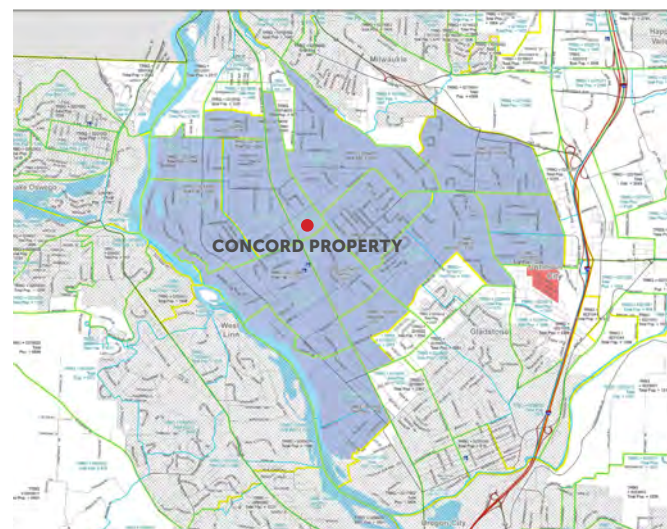
As a joint project, this supports the county’s strategic priorities by creating efficient use of resources and provides an opportunity for robust public engagement throughout the planning process.

The existing 5,100-square foot Gladstone Library currently serves over 21,000 service area residents with 6,100 registered borrowers. The Oak Lodge Library, currently located within a leased facility on SE McLoughlin Boulevard, serves over 31,000 service area residents with over 10,000 registered borrowers (2017/18 fiscal year counts). The sharing of library resources between the Gladstone and Oak Lodge libraries expands the capability of each branch to serve their individual communities.

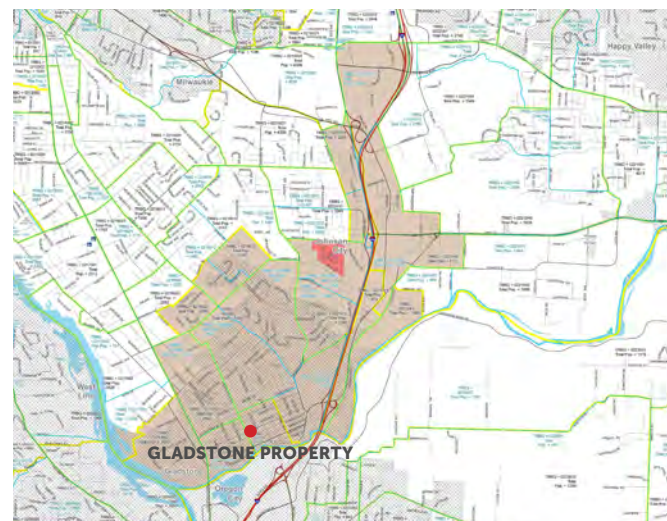
Within NCPRD, the former Concord Elementary School (Concord Property) was acquired the Oak Grove/Jennings Lodge planning area which serves approximately 25,000 people. Until purchase of the Concord Property, it had limited access to parks, indoor recreation, gym spaces, and community gathering spaces. In addition, NCPRD’s administration offices are currently located in leased space outside the District in Oregon City. Therefore, the Concord Property provides an important opportunity in the Oak Grove/Jennings Lodge area to address community needs, indoor and outdoor recreation opportunities, and library access in one comprehensive development.

HISTORY

IN 2018, IN ACCORDANCE WITH A PRELIMINARY OUTLINE FOR A JOINT PLANNING PROCESS APPROVED BY THE BCC, A GLADSTONE COMMUNITY LIBRARY PLANNING TASK FORCE AND A CONCORD PROPERTY AND LIBRARY PLANNING TASK FORCE WERE FORMED TO ADVISE STAFF AND THE BOARD OF



OAK LODGE LIBRARY SERVICE AREA



GLADSTONE LIBRARY SERVICE AREA



WESTERN PORTION OF NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

COUNTY COMMISSIONERS (BCC) ON LIBRARY MASTER PLANS AND THE PLANNING PROCESS, COMMUNITY NEEDS AND CAPABILITIES OF THE CONCORD PROPERTY.

The two task forces began meeting regularly in early 2019. Each task force selected two members to represent its interests on a 13-member committee that selected the design team led by Opsis. Beginning in fall 2019, joint task force meetings were held to increase project efficiency and information-sharing, with task force members informally approving the master plan scope of work. (Later in the process, the task forces began meeting separately to focus on their own unique projects.) Following approval by the BCC, Opsis began the four-phase master planning work:

PHASE 1: Technical investigation

PHASE 2: Needs Assessment / Programming

PHASE 3: Design Alternatives Analysis

PHASE 4: Preferred Alternative Refinement and Master Plan Report

This master plan document serves as the springboard for the design team as it progresses into full design phases, with construction anticipated to begin in Spring of 2022.

COMMUNITY ENGAGEMENT

COMMUNITY ENGAGEMENT GOALS

The master planning process placed a high priority upon the importance of robust community engagement. The process began with the development of the project's Public Involvement Plan (included the appendix), which reviewed past public outreach effort related to the libraries to form a more complete picture

of the community and to create a strategy for effective techniques within each area. This information was coupled with additional demographic research to help target specific populations who will use the facilities but were under-represented in prior planning and design projects. The plan was reviewed by the task force, which provided feedback and informal approval.

The design team held a variety of activities to obtain feedback throughout the process.

SUMMER 2019

- In-person/phone stakeholder interviews

FALL 2019

- In-person open house with opportunities to inform and gather input
- online public survey in both English and Spanish
- targeted outreach to identify underserved communities

WINTER 2020

- In-person design workshop for each project area
- targeted outreach to identify underserved communities

SUMMER 2020

- Online public survey (provided in English and Spanish)
- Targeted outreach to identify underserved communities

Project information and event advertisement took place via the project website, social media postings, press releases, meetings and announcements at community planning organization (CPO) meetings, along with postcards mailed to all residents in the project area, and flyer distributed at local businesses and government buildings, and with food bank deliveries.

The outbreak of the COVID-19 pandemic in March 2020 resulted in significant impact to all planned outreach and engagement activities. This external pressure negatively affected the options to conduct outreach and reduced the number



GLADSTONE LIBRARY DESIGN WORKSHOP

of participants in the design alternatives phase of the work, particularly with underserved community groups. The project team plans to expand targeted outreach effort in the next early design phase to obtain additional input, if feasible.

PROJECT SCHEDULE



FALL 2019

TECHNICAL INVESTIGATION

Analyzing the Concord Property and the Gladstone City Hall site to understand its potential opportunities and constraints.



FALL 2019 - WINTER 2020

NEEDS ASSESSMENT / PROGRAM

Learn about community wishes, aspirations and building uses for the Concord Property, the Oak Lodge Library and the Gladstone Library.



WINTER - SUMMER 2020

DESIGN ALTERNATIVES ANALYSIS

Create three design alternatives for each location, using community input and technical data.



SUMMER - FALL 2020

PREFERRED DESIGN ALTERNATIVE & REFINEMENT

Recommend a preferred alternative for each location.



FALL 2020 - SPRING 2022

DESIGN/ENGINEERING & PERMITTING

Complete detailed design work and construction documents. Get land use approvals and building permit.



SPRING 2022 - FALL 2023

CONSTRUCTION (TENTATIVE)

Construct buildings and site improvements.

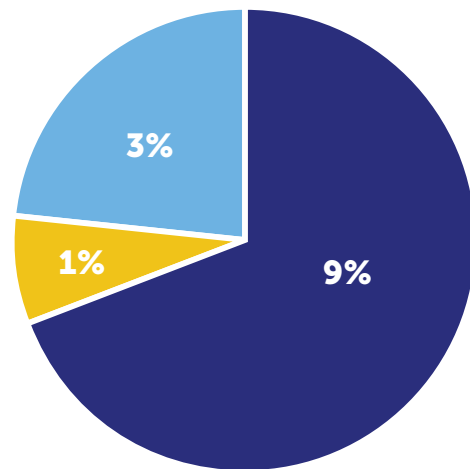
DEMOGRAPHICS

Specific localized demographic information informed the community engagement process. The study area for the joint project included both Gladstone Library service area (the City of Gladstone and unincorporated Gladstone) and the Oak Lodge Library service area, north to the City of Milwaukie boundary between I-205 and the Willamette River. US Census and local elementary school data was used to establish a well-rounded understanding of each community's racial, language and income demographics.

CENSUS DEMOGRAPHICS

- HISPANIC OR LATINO
- TWO OR MORE RACES
- BLACK OR AFRICAN AMERICAN

*PLEASE NOTE, ALL LISTED RACES BESIDES HISPANIC/LATINO ARE NON-HISPANIC. UNLISTED RACES WERE 0%.



CENSUS DEMOGRAPHICS FOR JOINT PROJECT

- Hispanic or Latino (of any race) - 9%
- Black or African American alone, non-Hispanic - 1%
- American Indian and Alaska Native alone, non-Hispanic - 0%
- Asian alone, non-Hispanic - 2%
- Native Hawaiian and Other Pacific Islander alone, non-Hispanic - 0%
- Some other race alone, non-Hispanic - 0%
- Two or more races, non-Hispanic - 3%

SCHOOL DEMOGRAPHICS

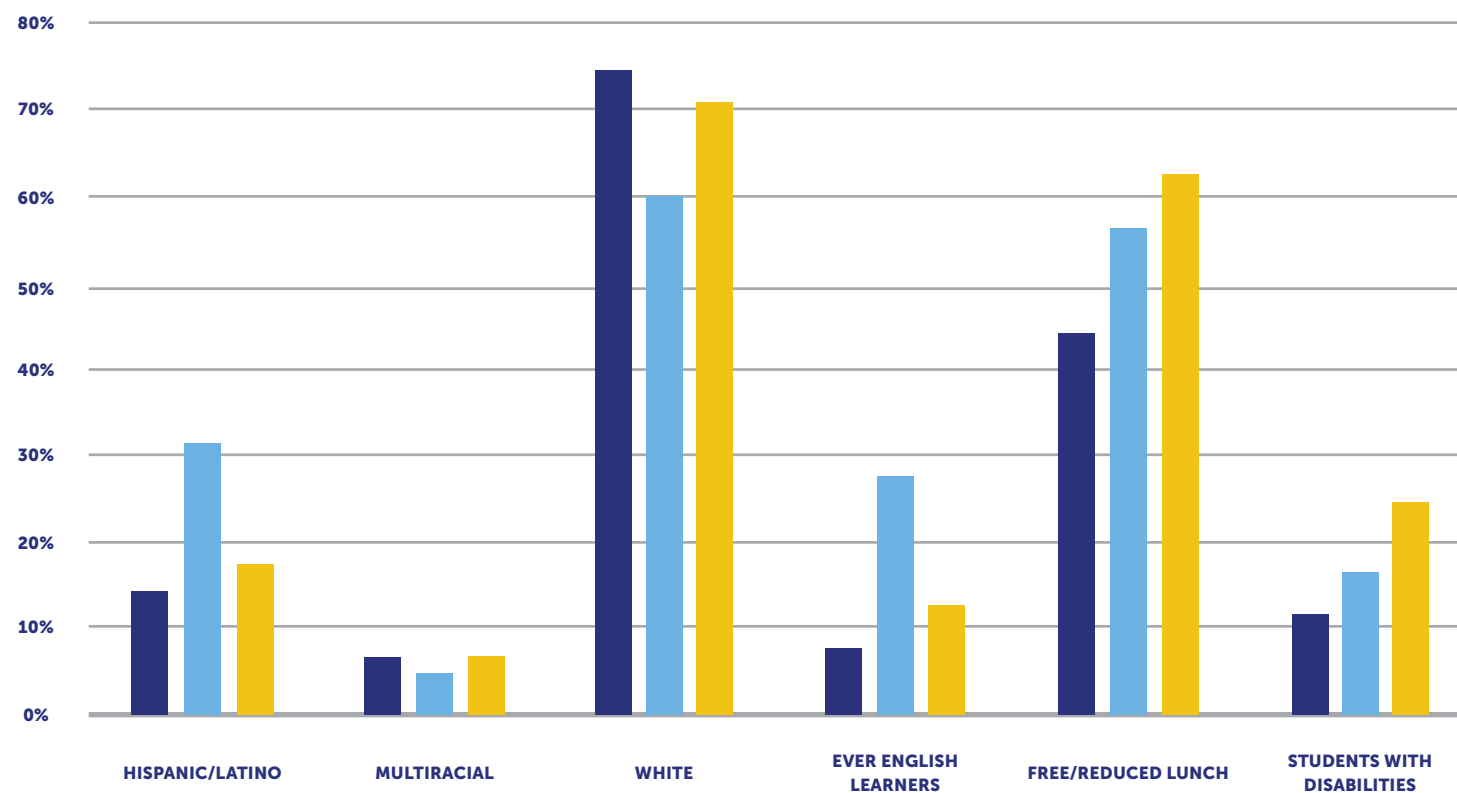
John Wetten Elementary School, Gladstone School District: 15% Hispanic/Latino students, 7% multiracial, 75% White; 8% ever English Learners; 10 languages spoken; 45% Free/reduced price lunch; 12% students with disabilities.

Riverside Elementary School, North Clackamas School District: 32% Hispanic/Latino, 5% multiracial, 60% White; 28% Ever English Learners; 8 languages spoken; 57% Free/reduced price lunch; 17% students with disabilities.

Oak Grove Elementary School, North Clackamas School District: 18% Hispanic/Latino, 7% multiracial, 71% White; 13% Ever English Learners; 8 languages spoken; 63% Free/reduced price lunch; 25% students with disabilities.

SCHOOL DEMOGRAPHICS

- JOHN WETTEN ES, GLADSTONE SD
- RIVERSIDE ES, NORTH CLACKAMAS SD
- OAK GROVE ES, NORTH CLACKAMAS SD



TASK FORCE VALUES

TASK FORCE VALUE STATEMENTS WERE ESTABLISHED EARLY IN THE PROCESS BY EACH TASK FORCE TO OUTLINE WHAT IS IMPORTANT TO EACH COMMUNITY.

Task force members were asked to identify what they and their community valued most as a guide to the creation of their future Gladstone Library. These values were confirmed and approved in subsequent meetings and became the basis for establishing the evaluation criteria against which design alternatives would be tested.

GLADSTONE LIBRARY TASK FORCE VALUE STATEMENTS

We Value:

- Recognition of the community's effort to bring a Gladstone Library to life for the entire service area.
- A flexible, welcoming, and safe facility where community member's can access technology and knowledge to promote learning, literacy, and shared assets for all people, regardless of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age marital status, family/parental status, or political beliefs.
- Nature, sustainability and livability through green space, natural light, art, walkability, and access to the outdoors.
- Affordable and easily accessible spaces, both large and small, that can be utilized by the entire community.
- The community's creative spirit through art programs and displays of community art.
- A shared sense of community identity where community members can share new, opportunities, and knowledge.
- Respect for and understanding of the rich history and culture of Gladstone.
- Responsible stewardship of public funds.



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RECOMMENDED MASTER PLAN



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GLADSTONE LIBRARY

RECOMMENDED MASTER PLAN

SITE ANALYSIS

LOCATED AT THE HEART OF GLADSTONE'S DOWNTOWN CORE, THE NEW GLADSTONE LIBRARY WILL BE BUILT ON THE 9,000-SQUARE FOOT SITE OF THE FORMER GLADSTONE CITY HALL AT THE INTERSECTION OF PORTLAND AVENUE AND E DARTMOUTH STREET.

The site is located directly north of the existing 5,000-square foot Gladstone Public Library and adjacent to and south of the Gladstone Fire Department. Until recently, the site was home to Gladstone City Hall. In 1941, when City Hall was built, it also accommodated a one-room library and the fire department. The new library will continue the historic and civic use of this site in downtown Gladstone.

CIVIC CONTEXT

The new library site sits in the middle of a mixed-use corridor that links civic and commercial uses to Gladstone neighborhoods, the Clackamas River, the Trolley Trail, and nearby communities. The site supports the vision for downtown Gladstone described in the 2017 Gladstone Downtown Revitalization Plan by developing a new public library as the focus of Portland Avenue, creating a catalyst for new development.

The library's new location expands the civic uses along the northern portion of Portland Avenue with the recently relocated City Hall, Police Department, and the Gladstone Civic Center. Other public uses along Portland Avenue are Gladstone High School, Gladstone Center for Children and Families, Gladstone Senior Center and Gladstone Post Office. Building the new library at this location also provides an opportunity to strengthen Gladstone's community-driven identity, unique character, and small-town feel, and is a critical step in creating opportunities for additional economic development within this stretch of the downtown core.

DEVELOPMENT / ZONING

The library site is zoned Community Commercial (C2). Library use is allowed outright within the C2 zone, which supports civic and commercial development on Portland Avenue. Title 17 of the Gladstone Municipal Code designates that building and siting design standards for new development are subject to design review.

Design review requirements specify attention to siting buildings to maximize solar access and to design buildings that are conducive to energy efficiency and conservation. Library development also requires compatibility with adjacent and surrounding land uses, and utilization of high quality exterior materials and finishes such as masonry, concrete, glass, wood or stucco. Emphasis is placed on having ground floor windows that provide at least 50% of the wall length and allow views into the public areas. Landscape requirements specify that a minimum of 15% of the lot area (1,350 square feet for this site) be landscaped.



EXISTING SITE



CIVIC



ZONING



SITE CONTEXT

SITE CHARACTER / FEATURES

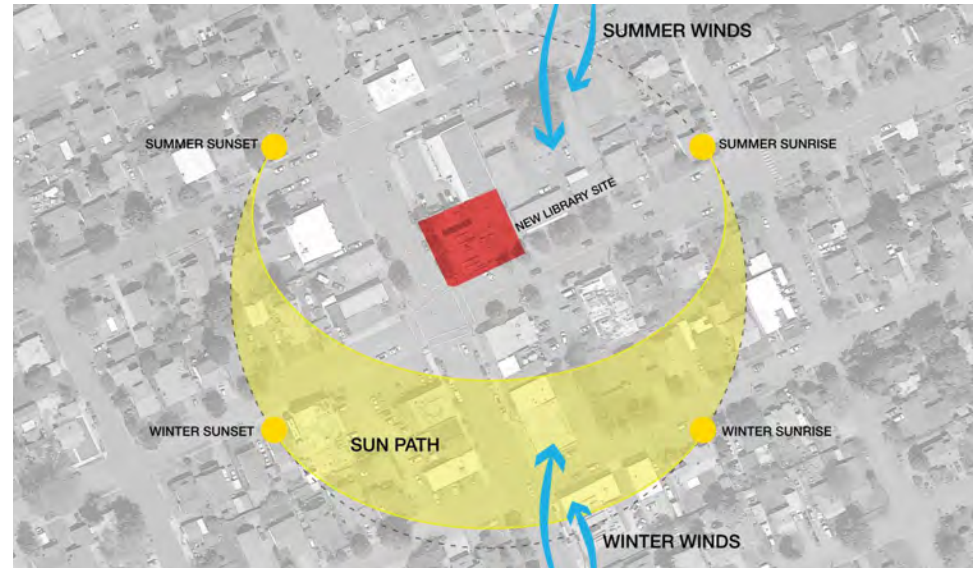
In this most urban-oriented area of Gladstone, the site reflects a low-scale downtown character along with the bulk of commercial activities along Portland Avenue. Of modest scale, the primarily one-story commercial buildings and surface parking lots front the 80-foot wide street. This width promotes faster traffic through downtown. The concentration of commercial businesses, coffee shops, bars and small restaurant establishments are interspersed with open surface parking lots, with the corner of Portland Avenue and E Dartmouth Street positioned at the most concentrated area of the downtown core.

Providing a public-oriented plaza space at this important crossroad between Portland Avenue and E Dartmouth supports the vision of a downtown “gateway node” with the potential for signage, monuments, art, intersection treatments, and future pedestrian-scale street improvements to enhance the sense of arrival for visitors.

The building on the site today is built on the property line, surrounded by a level sidewalk on the south and west sides, and partially bounded by the fire station wall and parking area to the north. The building retains up to six feet of adjacent grade along the east boundary, which allows for a walkway to the front-door entries of the residential complex next door. This grade and walkway will need to be accommodated within the proposed design solution for the new library.

CLIMATE

Due to the southwest orientation of the street grid, there is optimal solar access for implementing sustainable building strategies on this site. Techniques are recommended and planned that rely on daylighting from the north, filtering direct sunlight from the southwest during the summer months, and low sun angles during the winter. This will bring the greatest comfort for staff and patrons and avoid deterioration of the library collection during hot summer months. Natural ventilation can be enhanced by summer winds from the northeast and winter winds from the southwest.



CLIMATE

TRANSPORTATION AND SITE ACCESS

The site is well-served by multiple forms of public access through its position at the intersection of two major streets. Within walking distance of many nearby residential neighborhoods, the new Gladstone library will have ample pedestrian access from many directions. The site also has access to multi-modal transportation options, including three bus stops, two bicycle routes and the regional multi-use Trolley Trail nearby. These options connect the site to other transportation networks in the region and nearby natural features such as the Clackamas and Willamette Rivers.

Two-way vehicular traffic on both streets will allow library patrons to pull up directly to the site for book drop-off and pick-up. Similarly, the Clackamas County Library Network, which delivers books daily, will also be able to unload easily.

A recently-approved amendment to the Gladstone Municipal code (17.18.0070) that is supported by the Clackamas County Planning Commission, means that no additional off-street parking will be required because the library is replacing an existing civic/community use (a city hall) with a new civic/community use with no increase in floor area. This supports the city’s vision of using parking strategies to revitalize the downtown core by implementing parking management techniques such as time limits, construction of new off-site parking facilities, and shared-use agreements for parking lots. Considerable discussion within task force meetings was given to the subject of parking availability for the new library. Designation of 15-minute library-use only street-parking space is recommended to provide improved accessibility for library patrons.

No additional traffic demand for the site is anticipated until further development takes place within the downtown core. With the relocation of the City Hall and Police Department, trip generation in the area has been reduced, thereby lessening the traffic and parking demand.

EMERGENCY / FIRE ACCESS

Fire and emergency access needs are easily accommodated, with street access on two sides, a fire hydrant within the Portland Avenue right-of-way, and the convenience of the Gladstone Fire Department on the adjacent lot of the same block.



CIRCULATION

SITE UTILITIES

The site is well served by utilities – water, storm and sanitary are provided by Clackamas County Water Environment Services (WES). An 8-inch water main running along Portland Avenue and a 6-inch main running along E Dartmouth Street provide water service, and a gas line serves the property from Portland Avenue. Storm sewer lateral access is provided to the storm main on E Dartmouth Street. It is expected that the extent of redevelopment (greater than 5,000 square feet) will necessitate stormwater management requirements as determined by the City of Gladstone and WES. The approximate area for stormwater facilities will be equal to 6% of the impervious area of the site (approximately 360 square feet total).

Sidewalk right-of-way (ROW) improvements will be required on both Portland Avenue and E Dartmouth Street. The reconstruction will include separated sidewalks, street trees, and street lighting. Existing street trees will need to be examined by an arborist to determine their health; however, it is expected that the maples on Portland Avenue will be replaced and an additional street tree will need to be added to meet the E Dartmouth Street frontage requirements. Street lighting is already provided on both streets.

There is an underground storage tank (UST) within the E Dartmouth Street frontage, which will require decommissioning as part of site improvements.

SOILS

Recent subsurface geotechnical investigations utilizing boring samples (see appendix) taken near the site on both Portland Ave and E Dartmouth Street indicate that the site is typically mantled with sand and gravel overlying silt and clay with interbedded sand layers. Some fill was encountered on the E Dartmouth Street boring at a depth of about five feet. Groundwater was not encountered but is expected at depths of about 20-25 feet. Traditional foundation design (column and wall-type spread footings) in firm undisturbed native soil or compacted structural fill is expected to be required.

GLADSTONE SITE OPPORTUNITIES / CONSTRAINTS

Site analysis revealed that the opportunities presented by the former City Hall site generally outweigh known and anticipated constraints; a majority of which were known prior to the onset of the planning process.

CONTEXT
(ZONING, PUBLIC AMENITIES, ECONOMIC DRIVERS)

OPPORTUNITIES	CONSTRAINTS
<ul style="list-style-type: none"> The location supports the envisioned Gladstone Downtown Revitalization Plan concept by providing a civic use which may catalyze other development within the downtown core. The civic, community nature of the project is good transition between civic, commercial, and residential contexts. The site is located in pedestrian-friendly downtown business district. The library continues and revitalizes the civic-use pattern on Portland Avenue. The site is nearby many public amenities (coffee shop, grocery, gas station, etc.). The library has the potential to have a Positive economic impact on nearby businesses. The property size is compatible with adjacent properties. The proximity to the existing library may aid the transition from the former location to new location. 	<ul style="list-style-type: none"> No constraints were identified

SITE CIRCULATION / TRAFFIC
(TRANSIT, BIKE, CAR, PEDESTRIAN)

OPPORTUNITIES	CONSTRAINTS
<ul style="list-style-type: none"> The location supports development of a downtown “gateway node” as part of the Gladstone Downtown Revitalization Plan with potential for signage, monuments, art, and intersection treatments. The location provides optimal public access at primary downtown intersection of Portland Avenue and E Dartmouth Street. The site is located on two bike routes, bus routes, and the Trolley Trail. There is public street access on two sides. The site is walking distance for neighbors. Recent approval by the Gladstone City Council of a Gladstone Municipal Code amendment will require no additional off-street parking than the previous City Hall use. Street parking is available. 	<ul style="list-style-type: none"> The small site area creates challenges to accommodate building, landscape requirements and on-site loading spaces.

CLIMATE

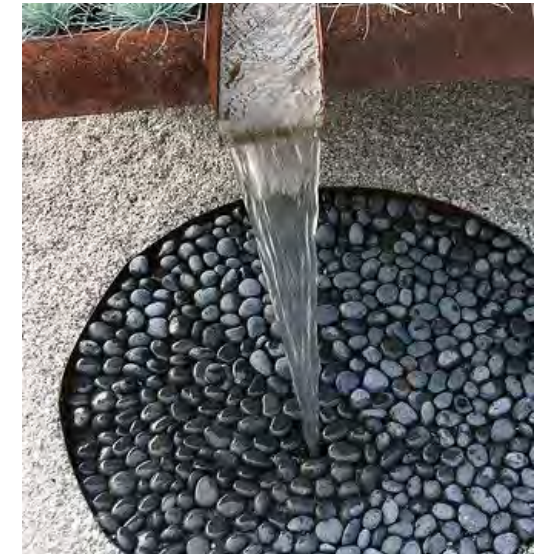
OPPORTUNITIES	CONSTRAINTS
<ul style="list-style-type: none"> Good solar access provides opportunities for renewable energy. 	<ul style="list-style-type: none"> Solar exposure is potentially challenging for staff and collect ons. Wind exposure is higher due to position of building on site.

SITE HISTORY
(SITE USE, BUILDING USE, BUILDING STRUCTURE)

OPPORTUNITIES	CONSTRAINTS
<ul style="list-style-type: none"> The location restores a library use on the original 1940 library site. The site provides opportunities through art and culture to display site history. The location continues the historic pattern of civic use along Portland Avenue. 	<ul style="list-style-type: none"> Demolition of existing building will be required to make way for the new library. SHPO Historic Review may be required prior to demolition of City Hall due to age of building in continued public use. Hazardous materials and an underground storage tank (UST) will need to be removed.

SITE CHARACTER / FEATURES
(VIEWS, VEGETATION, GRADE)

OPPORTUNITIES	CONSTRAINTS
<ul style="list-style-type: none"> The site provides an opportunity for a high-visibility public plaza, art, or monument at an envisioned downtown gateway point of arrival. The corner site allows for a more visible building than an infill site The level grade is benefit for construction an accessibility. 	<ul style="list-style-type: none"> The higher grade along east property line will require a retaining wall. The adjacent south wall of the Fire Station will need to be accommodated within the library.



KEY CONSIDERATIONS

THE PRIMARY GOAL OF THE PROJECT TEAM WAS TO PROVIDE THE TASK FORCE, PUBLIC, AND STAFF WITH DESIGN SOLUTIONS FOR THE GLADSTONE LIBRARY WHICH WOULD

- Address the need for expanded library services within a compact footprint;
- Provide much-needed dedicated and flexible meeting space within the new library;
- Reflect the character of Gladstone and the many histories it represents;
- Provide opportunities for public art; and
- Provide a book sale area for the Library Foundation.

Those solutions would then provide the opportunity to evaluate the alternatives in order to make an informed recommendation to the BCC of a preferred master plan.

COMPACT FOOTPRINT

With the “one library, two building” approach of the Gladstone and Oak Lodge libraries, it is important to each community to have their own collection. The 6,000-square foot size of the library – determined by an agreement between the city and the county – is a small increase from the current 5,100-square foot library building.

With an average check-out rate of 138,000 items per year, there was also a focus on the need to find creative ways to do more in less space. Various options were considered for efficiency.

Consolidate the collection to reduce density and allow for targeted collection growth. Based upon an evaluation of the current collection, the heavily-used library has a collection higher than that for current library planning. Library staff has been culling the collection to refresh and reduce little-used, duplicate and irrelevant materials. In the new library, this will allow some of the shelves to be lower, providing for increased accessibility for patrons and better sightlines for staff.

Create flexible and efficient ways to store / process materials and deliver services to patrons, by considering current and future technology innovations. Moveable shelves with accessibility for all patrons, foldable and stackable furnishings, functional workroom layouts and workflow improvements, in tandem with material processing taking place at the Oak Lodge Library, will maximize Gladstone’s space utilization and support flexibility. This will be especially important as the design team addresses new needs due to COVID-19.

Provide library layouts that support efficient staff oversight. Layouts of collection and support areas overseen by a small number of library staff are critical to space and operational efficiency.

Considering future expansion potential. Although current resources are limited, develop layouts with the potential for future expansion if resources and land become available.

MEETING SPACE

Based upon initial staff task force and public input, there was considerable discussion on the need for meeting space to serve library and community functions such as crafts, book discussions, author readings, and community needs and programs. While some community meeting space has been provided by the opening of Gladstone Civic Center, meeting space remains a high priority for Gladstone Library patrons and residents. The decision was made to provide sufficient meeting space to accommodate 25-40 people, with the flexibility to expand to other spaces and a separate exterior entrance for use during library off-hour use.

CHARACTER OF GLADSTONE

The community provided significant input regarding the need for the library design to express the unique character of Gladstone. The desire to retain the small-town feel of Gladstone balanced with the wish to express civic character on Gladstone’s “Main” street creates an opportunity to provide an iconic presence as outlined in Gladstone’s 2017 Downtown Revitalization Plan.

Dialogue with the community about Gladstone’s style provided the design team with an understanding of Gladstone’s character:

Connection to nature

- Near the confluence of the Willamette and Clackamas Rivers
- The Pow-Wow Tree (Big Leaf Maple) is an important city symbol
- Popular local activities such as gardening and fishing
- Desire to use natural materials such as rocks, stone, and wood

Small-town feel

- Qualities of warmth and coziness
- Local community events such as the Community Festival / Gladstone Classic Car Show, Easter Egg Hunt at Gladstone High School, Arbor Day in Gladstone Nature Park, Kiwanis Spaghetti Dinner Fundraiser, July 4th BBQ, Halloween on Portland Avenue, and Santa and the Mack

Civic character

- Placing the library’s front door at the intersection of two significant streets
- Locating the library on Portland Avenue, E Dartmouth Street and adjacent businesses to enhance Portland Avenue’s civic character
- Conveying a sense of arrival and gateway by integrating elements such as a plaza and art into the building architecture

Celebrate local heritage

- The Pow-Wow Tree, believed to have been a meeting place for local Native Americans, was dedicated as a Bicentennial Tree in 1979 and is designated as a Heritage Tree
- Unique and traditional nearby building styles such as the Chautauqua Auditorium (called the Beehive), craftsman bungalows in the Arlington neighborhood, Gladstone Park Conference Center, Machinist Union District Lodge, and nearby icons such as the Flying A Service Station and Gladstone Fire Station

OPPORTUNITIES FOR PUBLIC ART

Public feedback expressed the desire for the Gladstone Library and its prominent location to provide opportunities to integrate art. Discussion included identifying potential design opportunities for integration of art, utilizing art as a mechanism for fundraising and donor recognition (such as through the Library Foundation), rotating art opportunities, and using local Gladstone icons as inspiration for art.

SUSTAINABILITY

Sustainable solutions were a high priority for community members. Discussions with the community focused on natural light and ventilation opportunities, solar access, rainwater harvesting, and access to nature. While specific sustainable solutions will be determined in the design phase, there were discussions about the potential of designing a net-zero building as an option for long-term building resiliency and efficiency.

EVALUATION / RECOMMENDATION

The evaluation of design alternatives based upon an agreed-upon set of criteria allowed the task force and public participants to understand the opportunities and challenges presented by each potential design solution. The design alternatives explored

- Community identity and presence;
- Safety for children, teens and families;
- Efficiency for operations and program layout;
- Flexibility of spaces;
- Functionality of spaces (service point, workroom, Library Foundation);
- Access to nature;
- Operational impact; and
- Cost impact.

This provided the task force (and public, through survey feedback) the opportunity to conduct an informed evaluation of choices to identify a preferred recommendation to present to the BCC.

FIRSTENBURG / CASCADE PARK LIBRARY TASK FORCE TOUR



NEEDS ASSESSMENT / PROGRAM

THE DESIGN TEAM UTILIZED A VARIETY OF INPUT FROM STAKEHOLDER FOCUS GROUPS INCLUDING GLADSTONE'S TEEN ADVISORY GROUP, IN-PERSON OPEN HOUSE, ONLINE PUBLIC SURVEY, AND THE GLADSTONE TASK FORCE TO INFORM INITIAL PROGRAM DEVELOPMENT.

A task force field trip to Firstenberg Community Center and Cascade Park Library in Vancouver, Washington, which were designed by Opsis and Johnston Architects, provided valuable context for subsequent programming discussions.

Based upon evaluation of the current library collection, the heavily-used facility supports a collection of 40,604 items, or 7.96 items per square foot. Through the use of each inch of linear shelving and dense deployment of shelving units, the density of Gladstone's collection is considerably higher than the 3.6 items per square foot average of newly designed libraries. The density of the existing collection is illustrated in the number of high shelves, over filled with books. High shelving makes it difficult for patrons to reach books. It also makes it challenging for staff to see some areas of the library, making for unsafe conditions. Gladstone's eventual collection will likely align with Oregon Library Association standards targeted to house 33,483 items, or 5.6 items per square foot. Book processing will be handled at the Oak Lodge Library, which will help to conserve workroom space.

The program development process included detailed discussions with library staff on such topics as operational issues (workroom organization and functionality) and safety for staff and patrons. Public and task force input focused on the need for community spaces, flexibility to adapt to a variety of events, space for study and tutoring, and accessibility for all patrons. A desire for an outdoor space or courtyard was an intriguing idea that emerged from the public design workshop. Having a courtyard that would extend the indoor space through visual access to light and natural elements gained popularity in discussions and quickly became a program priority.

Common input themes supported a variety of seating experiences, access to

technology and a desire for qualitative experiences when visiting the library – from safe, cozy, warm and familiar, to natural, transparent, inspiring, and uplifting.

LIBRARY PROGRAM PRIORITIES

A defining focus for programming was to accommodate both the density of the current collection with other needs. Creating flexibility to allow for more than one use in a space solved the challenge of accommodating all of the program elements.

The needs assessment identified the following spaces as high priority:

Service Point (checkout and staff assistance)

- Ability for staff to see the library space and main entrance
- Need for staff to feel safe in uncertain situations

Book Drop

- Outside access
- Physically connected to workroom
- Available off-hour

Holds Area (consider off-hour access)

Self-check Areas (interspersed within collections and at entry)

Printing and Scanning Area

Public Internet Computers

Public Access Computers

- Interspersed
- Position at standing table or at the end of shelves

Meeting Room

- Available for library events, or other public events or meetings
- Large enough for at least 25 people



- Flexibility to open to adjacent space for larger events
- Separate, outside entrance
- After-hours access to restrooms

General Collection / Reading Room

- Some moveable shelving for flexibility
- Service point
- Charging stations
- Variety of seating in all areas – lounge seating, tables for four and two people, possibly bar seating, alcoves, window seats
- Views

Children’s Area

- Family restroom with changing table
- Staff sightline
- Access to safe, outside space
- Moveable shelves to accommodate story times

Teen Area

- Separated from children’s area
- Staff sightline
- Private “feel”
- Acoustic considerations

Tutoring Spaces (private rooms for collaborative work)

Library Foundation Sales and Work Area

- Sales near entry
- Dedicated work area in workroom

Workroom

- Space for book courier and typical deliveries
- One private offi
- Multi-use space for staff

Restrooms (including family / single-user restroom)

Storage

Courtyard

- Light, access, and views to nature
- Accessible to patrons
- Maintenance considerations

RECOMMENDED LIBRARY PROGRAM ELEMENTS

With completion of the Needs Assessment / Program phase, program priorities were more clearly define and enabled the design team to propose feasible alternative concepts for consideration within the 6,000 sf footprint.

The recommended program for the preferred concept includes the following components:

Library Spaces

- Service point / check out
- Two study rooms
- Children’s area
- Teen area
- General collection
- General lounge / living room
- Periodicals
- Library Foundation display / sale area
- Book drop
- Workroom with one private offi and small kitchenette
- Public computers and/or use of laptops in general lounge areas
- Public printer and scanner area
- Seed library

Community Spaces

- Flexible use meeting room with outside entry and access to restrooms

Building Support

- Entry vestibule
- Restrooms
- Storage
- Mechanical and electrical

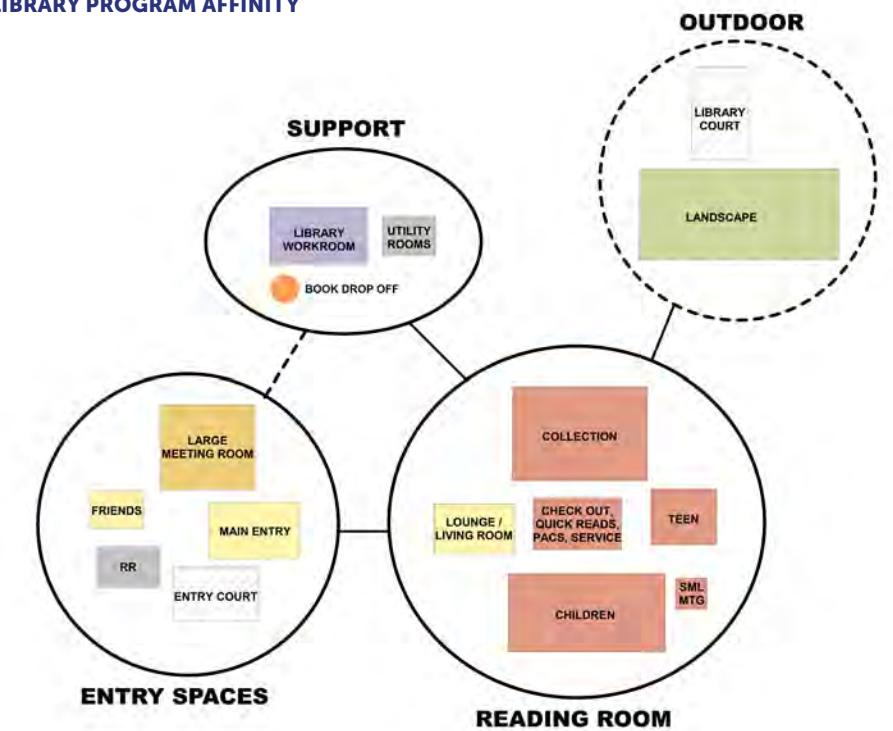
Outdoor Spaces

- Entry Plaza
- Courtyard space

A complete list of the recommended space components and associated square footages are in the appendix.



LIBRARY PROGRAM AFFINITY





- The **main reading room** is an elegantly-proportioned light and airy space entered directly from the vestibule.
- The **teen area** is located adjacent to the entry, facing Portland Avenue and the courtyard.
- **Staff workroom, restrooms, support spaces, and meeting room** occupy the E Dartmouth Street frontage. Separate entries are available for the staff and for patrons to the meeting room for after-hours use.
- The **children's area** is adjacent to the meeting room in the northeast corner of the facility.
- **Space for events** can be created by rolling aside movable stacks. In particular, the location of the children's area adjacent to the meeting room allows story-hour and other popular children's programs to use the meeting room without impacting the primary reading room or teen space. The meeting room can also expand into the children's area to make room for larger events for children or adults.

COURTYARD & LANDSCAPE

- Landscape spaces are highlighted in the design to offer areas of respite and provide visual interest. These areas create opportunities to reflect Gladstone's identity through the use of plantings, accessible spaces and art.
- New street trees and lush plantings along Portland Avenue and E Dartmouth Street will provide shaded walkways and green views adjacent to the building which filter views into the teen area and workroom.
- There may be opportunities to create dynamic water gardens at the building's edge that capture rainwater runoff from the roof and filter it through native landscape planters.
- Specialty paving will mark the entrance to the building along with site furnishings such as bike racks and a seating area.
- A garden courtyard is centrally located within the library that can be viewed from the various collections as well as the teen and children's areas. This garden is proposed to be designed with natural materials such as stone, wood seating, river rock and drought-tolerant landscaping. A small patio within the garden will provide an area for small classes, intimate conversations or simply reading.

MASTER PLAN – PREFERRED ALTERNATIVE

SITE APPROACH

- The Gladstone Library site is prominently located at the intersection of Portland Avenue and E Dartmouth Street. This corner is distinguished as the site for Gladstone's first civic building that housed the City Hall, library, and fire department.
- The 6,000-square-foot library occupies a 9,000-square-foot parcel. The remaining 3,000 square feet prompted the vision of the library to be inspired by a garden pavilion where landscape and nature play a defining role in the library experience.
- The courtyard is a secure interior room designed to extend the length of the reading room.
- The building entry, reading room, and meeting space are placed on the outer edges of the building to encourage interaction with people passing by on the street. The corner entry offers an ideal architectural response to the

important street intersection while creating a Portland Avenue address on Gladstone's main commercial street.

- The adjacent fire station is set back from Portland Avenue, which allows the library building to be easily seen when approached from the north. The fire station setback also creates an opportunity for the interior courtyard for enhanced daylight and dramatic views of the sky.

BUILDING LAYOUT

The corner entry design provides the highest quality library experience for the public and staff because it allows for program flexibility and operational efficiency. Upon entry, the library layout is clearly understandable.

- The **corner entry** itself defines a small public plaza that enhances the civic identity of the building.
- The **program areas** of the reading room wrap around the interior courtyard allowing for abundant daylight with exposure to the outdoors for all program areas.



INTERIOR CHARACTER

The interior is envisioned as a light, airy space filled with north daylight where the landscaped courtyard reinforces a quiet contemplative experience that brings the natural environment into the library.

- The ceiling could be made of wood to enhance the natural courtyard elements.
- The wall treatment will provide acoustical and visual warmth.
- Opportunities to integrate permanent or changing art and history exhibits could be located in the courtyard, east wall of the children's area, and south wall of the reading room.
- The teen and children's areas will be designed to have their own unique character.

EXTERIOR CHARACTER

The library form and character is conceived to be a welcoming civic building, designed in response to Gladstone's small-town feel and the community's inseparable relationship to nature. It will be a place that celebrates Gladstone's history and integrates public art.

- The two-story space is defined by the reading room volume, covered entry porch, and mechanical mezzanine.
- An exterior screen encloses the northwest corner of the courtyard. It helps to filter direct sunlight and creates the potential for a landscaped trellis privacy screen adjacent to the teen area and staff workroom.

The design will draw inspiration from Gladstone's remarkable setting at the confluence of the Clackamas and Willamette Rivers with the unique rocky bank

of High Rocks and stone outcroppings found throughout Gladstone. The multi-branched big leaf maple tree, called the Pow Wow Tree, where the Clackamas and Multnomah Indian Tribes gathered nearby, will inspire the next phase of design. The library design will not only draw inspiration from the past and the natural environment, but look to the future by being adaptable, resilient and sustainable, and integrating technology.

SUSTAINABILITY

The site and building design will integrate a variety of sustainability strategies with the potential to achieve LEED Gold or Platinum certification (a widely used green building rating system). The modest size of the library with its climate responsive, north-facing orientation, solar screening strategies, and effective daylight harvesting lends itself to a net-zero energy or perhaps carbon-neutral building.

- The structure for the library is envisioned as a steel frame with cross-laminated timber (CLT) or dowel laminated timber (DLT) roof panels with integrated acoustical treatment.
- The roof offers an ideal location and orientation for a solar photovoltaic array.
- The possibility of using an energy efficient and thermally comfortable radiant slab will be explored during the schematic design phase.

PROJECT COST

THE TOTAL PROJECT COST—INCLUSIVE OF THE BUILDING AND SITE DEVELOPMENT COST, INDIRECT COSTS (EXPENSES NOT DIRECTLY RELATED TO LABOR AND BUILDING MATERIALS) AND CONTINGENCIES—IS ESTIMATED AT \$4.9 MILLION BASED ON A SPRING 2022 CONSTRUCTION START.

Funding for the project is shared between the Gladstone and Oak Lodge libraries with a shortfall covered by Clackamas County. Because Oak Lodge and Gladstone Libraries share funding, cost for the Oak Lodge Library is also included in this report.

Direct construction costs were developed by Architectural Cost Consultants using cost-per-square-foot allowances for program elements combined with quantity take-off from the site-specific conceptual design.

- Unit costs assigned to specific program elements are based on a quality and durability level appropriate for public buildings, integration of standard-level sustainable strategies, and specialized finishes appropriate to the public atmosphere associated with a community library.
- Site costs are based on the comprehensive site development plan that includes allowances for demolition, new sidewalks, utilities, paving and landscape.
- Total project cost includes indirect costs (also called soft costs) at 30% of the construction cost, including fixtures furnishings (including furniture, shelving, etc.) and equipment (FF&E), artwork, design and engineering fees, project contingencies, construction management, building permit fees, testing and inspections.

FUNDING SOURCES

The Gladstone Library and Oak Lodge Library funding sources are shared. The City of Gladstone is contributing \$200,000 per year of general fund revenue to support the Gladstone Library.

TOTAL PROJECT COST	GLADSTONE LIBRARY	OAK LODGE LIBRARY	SHARED LIBRARY FUNDING SOURCES	
TOTAL CONSTRUCTION	\$ 3,511,000	\$ 8,630,000	OAK LODGE LIBRARY RESERVES	\$ 2.9 million
ESCALATION @ 5% PER YEAR	\$ 270,000	\$ 670,000	CLACKAMAS COUNTY CAPITAL	\$ 1.0 million
TOTAL CONSTRUCTION	\$ 3,781,000	\$ 9,300,000	OAK LODGE LIBRARY BEGINNING FUND BALANCE	\$ 0.6 million
INDIRECT COSTS @ 30%	\$ 1,134,300	\$ 2,800,000	LIBRARY REVENUE BOND, PAID BACK AT \$310,000 PER YEAR (NO VOTE REQUIRED)	\$ 4.2 million
TOTAL PROJECT	\$ 4.9 million	\$ 12.1 million	ANTICIPATED SHORTFALL - CLACKAMAS COUNTY BOND (NO VOTE REQUIRED)	\$ 8.3 million
			ESTIMATED TOTAL LIBRARY FUNDS (SHARED)	\$ 17.0 million

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PROCESS



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GLADSTONE LIBRARY PROCESS

COMMUNITY ENGAGEMENT

DIVERSE MEMBERS OF THE PUBLIC ENGAGED WITH THE PROCESS TO LEARN ABOUT THE PROJECT AND PROVIDE FEEDBACK AND IDEAS THAT HAVE INFORMED THE PROJECT NEEDS.

A variety of outreach tools – in person events, on-line surveys, and open house, in-person meetings, and printed, virtual and word-of-mouth advertising through task force members and interested participants were used to gather community input.

In general, in-person events and focus groups, whether targeted to under-represented community groups or the general public, were not feasible during this phase because of the COVID-19 pandemic. Instead, outreach techniques were modified to focus on online engagement and other physically-distanced activities as mandated by public health directives. An online open house for the Gladstone Library was held in July-August 2020, with 121 unique visitors and 71 comments. Due to concerns about access to internet and computers, printed flyers (in English and Spanish) were distributed to locations focused on the under-represented community groups who were involved during the previous phase, including five free food delivery locations. Respondents had the option to take the survey online or ask for a shortened, printed survey with a postage-paid envelope to reduce participation barriers.

NEEDS ASSESSMENT/PROGRAMMING, FALL 2019

Outreach effort included a mix of in-person events, in-person open house which hosted 350 attendees, and an online and printed survey (in English and Spanish) with 434 participants. Because of lower involvement in past community planning projects, the project team targeted under-represented groups, such as Spanish speakers, people with lower incomes, people without access to stable housing, teenagers, older adults, and parents of young children with nine stakeholder interviews and four meetings (including Spanish-speaking families in Gladstone and Oak Lodge and young people). One tabling event was held to connect with people with lower incomes.



PUBLIC DESIGN WORKSHOP



GLADSTONE DESIGN WORKSHOP



PUBLIC OUTREACH, GOOD ROOTS FOOD PANTRY

book drop *kid-friendly*
independent teen areas
cost efficient landscaping
corner plaza
visibility *community identity*
daylight *gathering spaces*

Key Themes

- Provide a variety of classes, activities, and events for all ages and people.
- Enhance opportunities to walk, bike, drive, and park, or take transit to the sites.
- Protect and enhance the natural habitat and wildlife.
- Preserve community history.
- Include low-income and under-represented people in meaningful ways.
- Make the library welcoming and accessible.
- Provide meeting rooms that can be used by the community.
- Provide safe spaces for children and teens.
- Create spaces for community events.

DESIGN WORKSHOP, FEBRUARY 2020

Task force members and the design team hosted a public design workshop for the community to express their preferences and priorities for the arrangement of program components on the site. A public design workshop was conducted at the Gladstone Center for Children and Families building utilizing a toolkit of paper cut-outs of the library program elements. The participants formed small groups to create a site plan and floorplan for the project with the cut-outs. Each group then shared their program priorities, challenges, and solutions with all participants.

Key Themes

- Situate public meeting room with exterior access for after-hours meetings.
- Create children’s and teen areas to have their own identities.
- Make children’s area secluded for safety.

- Provide a civic presence at the corner.
- Locate the Library Foundation sales area near the entry.
- Provide a landscaped courtyard with access to bring light and nature into the library.

The key organizing element for the designs created at the workshop were based upon the location of the main entry, which then became the basis for development of the three concept alternatives:

1. **Portland Entry**
2. **E Dartmouth Entry**
3. **Corner Entry**

DESIGN ALTERNATIVES, AUGUST 2020

An online open house to gather feedback on the three design alternatives was held in which participants were shown three design alternatives for each site, and asked to share the features that they preferred and select the alternative that best fit the needs of the community. The online open house and survey was framed by a set of decision-making criteria, developed from the community values identified by the task force.

Survey respondents preferred the Corner Entry option, with the Portland Avenue Entry ranking second, followed by the E Dartmouth Street Entry. A few respondents said that none of the options met the criteria or the needs of the community, and there was some concern that the library was too small in all options.

Key themes for the selection of the Corner Entry option were:

- The location of the plaza and entry were best suited to create civic identity.
- It provided a safe layout of the children’s area and it was close to bathrooms and library services.
- The teen area was separated from other uses.
- The meeting room was accessible from the exterior.
- The meeting room had the ability to expand.
- The interior layout was best for views and daylight.
- Exterior features such as landscaping were preferable.
- The book drop location at entry was most efficient

EVALUATION CRITERIA

IN ORDER TO EVALUATE THE THREE DESIGN ALTERNATIVES, THE TASK FORCE, WITH THE DESIGN TEAM, CREATED EVALUATION CRITERIA BASED UPON THE VALUES IDENTIFIED AT THE BEGINNING OF THE PROCESS.

The criteria were utilized by staff task force and the public to rank each of the proposed design schemes as either high, medium or low. A few of the criteria were determined to be more appropriate for evaluation when the design is more developed, so were omitted from the public survey exercise. As demonstrated in the graphic matrix, public feedback reiterated a similar ranking of options as the task force, confirmin support for the library layout presented in the Corner Entry alternative

GLADSTONE LIBRARY EVALUATION CRITERIA	
Creates a shared sense of community identity	<ul style="list-style-type: none"> Includes civic and community space for gathering and learning
Supports library activities	<ul style="list-style-type: none"> Includes spaces and facilities to allow for a positive experience for library patrons and efficient operations for library staff
Honors the community's creative spirit through art and history	<ul style="list-style-type: none"> Reflect creative and artistic option that respects history of the community; offer opportunities to share and celebrate shared experiences
Civic presence and community fit	<ul style="list-style-type: none"> Enhances and integrates into Gladstone's main street area; civic presence from all sides
Provides access to nature and green space	<ul style="list-style-type: none"> Offer easy and available views, light and access to outdoors
Optimizes sustainable design	<ul style="list-style-type: none"> Integrates environmental and energy efficient techniques; indoor/outdoor spaces
Recognition of the community's effort for the Gladstone Librar	<ul style="list-style-type: none"> Design concept reflect input from the public and larger community
Supports stewardship of funding	<ul style="list-style-type: none"> Overall development cost; good value for the money; provides for cost-efficient operations

GLADSTONE LIBRARY EVALUATION CRITERIA	TASK FORCE SURVEY			PUBLIC SURVEY		
	Portland Entry	Dartmouth Entry	Corner Entry	Portland Entry	Dartmouth Entry	Corner Entry
Creates a shared sense of community identity	High	High	Low	High	High	Low
Supports library activities	Low	High	Low	High	High	Low
Honors the community's creative spirit through art and history	High	High	Low			
Civic presence and community fit	High	Low	Low	High	High	Low
Provides access to nature and green space	High	High	Low	High	High	Low
Optimizes sustainable design	High	High	Low			
Recognition of community's effort for the Gladstone Library	Low	Low	Low			
Supports stewardship of funding	High	Low	Low	High	Low	Low
Planning toward the future for the library and community	High	Low	Low			

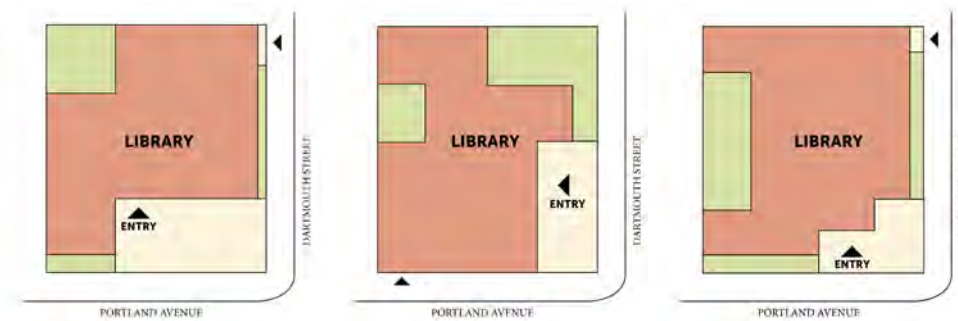
DESIGN ALTERNATIVES

THREE DESIGN ALTERNATIVES WERE CREATED BASED UPON THE PROGRAM DEVELOPED DURING THE NEEDS ASSESSMENT / PROGRAMMING PHASE.

Due to the small building footprint and site, developing alternative solutions were primarily driven by the location of the main entrance and plaza space.

Therefore, the three design alternatives were defined as

1. Option 1: Portland Avenue Entry;
2. Option 2: E Dartmouth Street Entry; and
3. Option 3: Corner Entry.



The design alternatives were developed to illustrate the proposed design solution and its size and volume (known as “massing”). Each design included floor plans, 3-D massing, and perspective drawings to help task force members and the public visualize the scale and impact of the library on the site. (The full presentation of design alternatives is in the appendix.) Using the evaluation criteria, the Gladstone Task Force and the community indicated a clear preference for the Corner Entry alternative.

OPTION 1 - PORTLAND ENTRY

FEATURES

- Total building area: 6,000 square feet
- Entry / plaza off Portland Avenue
- Northeast courtyard location
- Total project cost: \$4.9 million

OPPORTUNITIES

- Inviting Portland Avenue presence
- Large civic plaza for seating / gathering
- Good service point visibility
- Ability for meeting room to expand into reading room
- Contained children’s area

CHALLENGES

- Weak civic identity approaching Portland Avenue from the north
- Weak civic identity approaching E Dartmouth Street from the east
- Meeting room without inviting after-hours entry

- Teen area without identity in the middle of space
- Children’s area not connected to courtyard or meeting room
- Courtyard exposed to apartment building and fire station
- Unprotected southwest-facing windows create glare and collect heat

OPTION 2 - E DARTMOUTH STREET ENTRY

FEATURES

- Total building area: 6,000 square feet
- Entry / plaza off E Dartmouth Street
- Northeast corner courtyard location
- Total project cost: \$5.1 million

OPPORTUNITIES

- Inviting E Dartmouth Street presence
- Grand civic building scale
- Good service-point visibility
- Meeting room entry through vestibule
- South-facing loggia, sunscreen, and landscape area
- Children’s area access to courtyard

CHALLENGES

- Entry removed from Portland Avenue
- Lacks inviting presence on Portland Avenue
- Weak civic identity approaching Portland Avenue from the north
- Book drop disconnected from entry
- Difficult to expand meeting room into reading room
- Children’s area disconnected from entry and meeting room

OPTION 3 - CORNER ENTRY

FEATURES

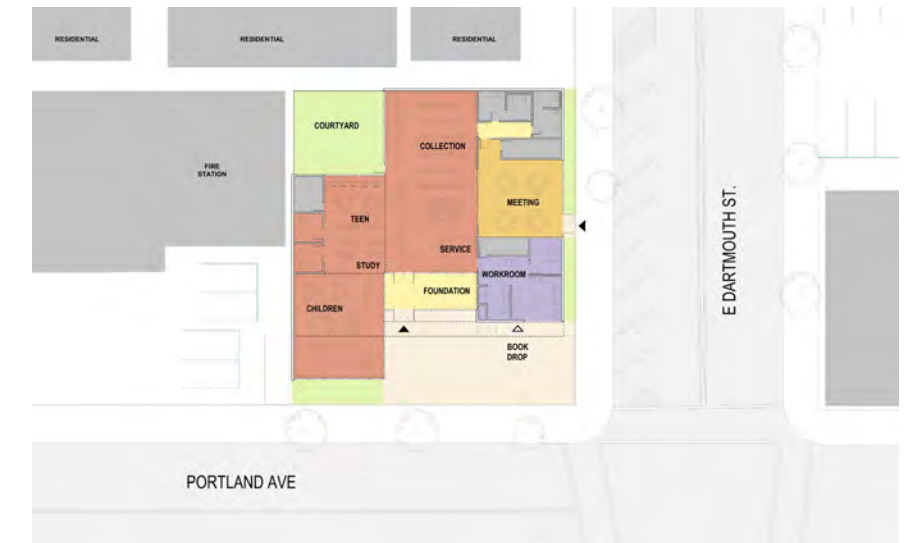
- Total building area: 6,000 square feet
- Plaza at corner with entry off of Portland Avenue
- Central courtyard location along north wall
- Total project cost: \$4.9 million

OPPORTUNITIES

- Inviting corner entry presence
- Strong civic identity approaching Portland Avenue from the north
- Strong civic identity approaching E Dartmouth Street from the east
- Appropriate civic building scale
- Good service point visibility
- Inviting meeting room with after-hours covered entry
- Ability for meeting room to expand into children’s area
- Teen area with identity and service-point oversight
- Courtyard shared by all library program areas
- Courtyard large enough to offer seating, landscape, and views beyond
- North-facing daylight
- Southwest solar orientation addressed with integrated sunscreen
- Efficient exterior wall-area to floor-area ratio

CHALLENGES

- Children’s area distant from entry



SITE PLAN OPTION 1



SITE PLAN OPTION 2



SITE PLAN OPTION 3



KEY DECISIONS & RECOMMENDATIONS

PROJECT MILESTONES WERE ACHIEVED THROUGH SEVERAL KEY DECISION POINTS, BEGINNING WITH THE ESTABLISHMENT OF THE TASK FORCES AND APPROVAL OF THE OAK LODGE AND GLADSTONE COMMUNITY PROJECT TO PROCEED AS A JOINT PLANNING PROCESS BETWEEN THE GLADSTONE LIBRARY AND THE DEVELOPMENT OF THE CONCORD PROPERTY / OAK LODGE LIBRARY.

Key decisions were made during the planning process:

- April 2020: The completion of the Gladstone Civic Center created a new home for City Hall and the Police Department thus vacating the original site and making way for the new Gladstone Library.
- July 2, 2020: The Concord Task Force voted unanimously that, based upon all the information gathered to date, the Concord property is a feasible location for the Oak Lodge Library. (The vote was necessary to meet the July 30, 2020 milestone of the 2019 intergovernmental agreement (IGA) between the County and the City of Gladstone, allowing the projects to continue the joint master planning process as established.)
- September 2, 2020: The Corner Entry design alternative (Option 3) was selected unanimously by the Gladstone Task Force on as the preferred design alternative to recommend to the BCC.
- October 13, 2020: The Gladstone City Council approved an amendment to Subsection 17.18.070 of the Gladstone Municipal Code to allow, among other things, the new library to be built without a requirement for off-street parking.

The Corner Entry Option represents the following design decisions:

- The library entry plaza is located at the corner intersection of Portland Avenue and E Dartmouth Street.
- The library's primary entrance will face Portland Avenue (this is development standard requirement within the C2 zone).
- There is a provision for an exterior bookdrop.
- A community / library meeting room has separate public access from E Dartmouth Street and the ability to access public restrooms during library off-hours
- The meeting room is designed to have flexibility to open up into the adjacent children's area for expanded event needs.
- Additional meeting space can be created using movable book stacks.
- A library courtyard is centrally positioned along the north wall with access for library patrons.
- A teen area is located away from the children's area and within visual sightline of the staff service point.
- Designated space for Library Foundation display and sales near the entry with workspace located in the staff workroom.

The focus of the future design process will prioritize recommendations that reflect feedback from the community and the value statements set forth by the Gladstone Task Force:

- The development of an iconic presence to designate the center of downtown and express the library's civic importance.
- Design solutions which are expressive of the shared sense of Gladstone's community identity and style through the use and qualities of natural materials.
- A design which will maintain, as a primary goal, to reduce barriers in order to provide access to all members of the community.

- A design that honors the many histories of Gladstone.
- A building that will illustrate Gladstone's creative spirit and culture through the integration of art.
- A process that will evaluate sustainability design strategies.
- A process that will engage the community and underrepresented community members in the future design process.



NEXT STEPS

THE PROJECT WILL BEGIN DESIGN AND ENGINEERING AFTER THE MASTER PLAN IS APPROVED BY THE BCC.

Construction documents are expected to be complete in fall 2021 so they can be submitted for permits. Construction start is anticipated for spring of 2022. Task force, public and library staff feedback was provided to the design team for review at the beginning of the next phase of design:

- Involve Task force and community about art and sustainability strategies.
- Explore exterior building materials that express of the Gladstone's character.
- Refine the design of the Library Foundation sales and work areas.
- Explore plaza and building designs that reinforce an iconic presence and reinforce Gladstone's Downtown Revitalization Goals.
- Consider materials, landscape, sustainability, and maintenance strategies for the courtyard.
- Investigate gender-inclusive public restrooms.
- Consider a family restroom closer to the children's area.

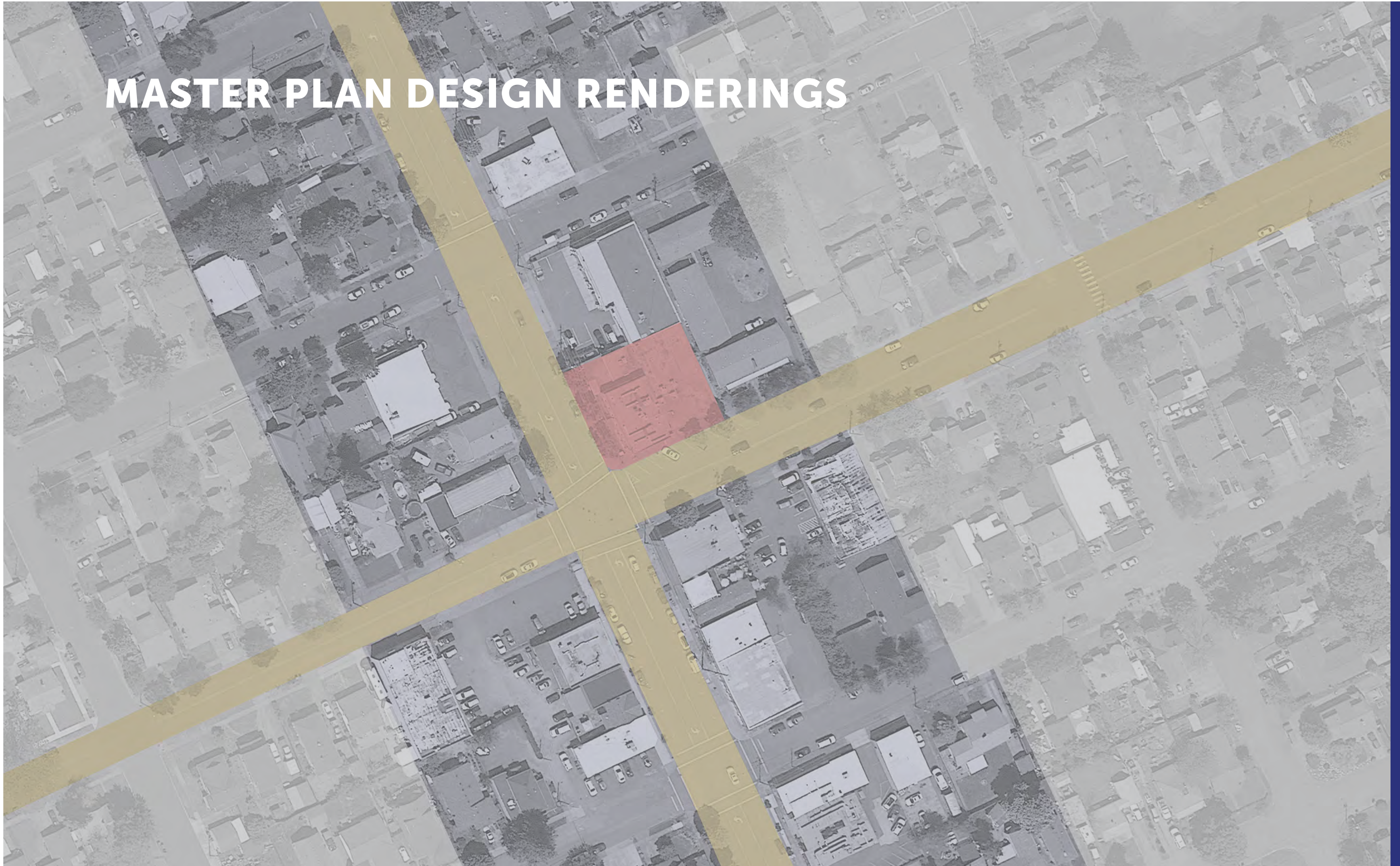
- Explore design alternatives for exterior screening elements.
- Explore options for furnishings and features which provide maximum space flexibility.
- Evaluate sustainable strategies including the consideration of a net-zero building.
- Explore the use of mass timber and recyclable products.
- Develop building character through design and use of materials.
- Investigate 15-min dedicated library parking adjacent to the building.
- Select a contractor as soon as possible to inform cost and constructability throughout the process.

Task force review of the draft Master Plan report on November 10, 2020 resulted in additional comments for next steps:

- Maintain the integration of public art into the project as a high priority.
- Consider door placement and the provision of overhangs as important entry features for library patrons.
- Provide a mix of private and open spaces within the teen area.
- Define the exterior cladding material further within the upcoming design phases.
- Consider the front entry overhang / vertical screening design so as to avoid attracting bird nesting.
- Provide bird-friendly design solutions to reduce bird-strikes on the courtyard glazing.
- Provide access to the courtyard from the adjacent north parking lot to avoid bringing maintenance equipment through the library.
- Consider library signage and community information location early in design as an integrated design element. Consider an exterior or vestibule information monitor or signage board to post community announcements and library events.
- Create a welcoming entrance through the exterior design. The vertical screen slats / screening as rendered does not feel welcoming and needs further thought and consideration.
- Create graphic branding specifically for the Gladstone Library, such as a Gladstone library logo and / or color scheme.



MASTER PLAN DESIGN RENDERINGS



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GLADSTONE LIBRARY

SITE & PLAN LAYOUT

FINAL DRAFT



GLADSTONE LIBRARY

AERIAL VIEW LOOKING NORTH

FINAL DRAFT



GLADSTONE LIBRARY

VIEW FROM PORTLAND AVENUE & SE DARTMOUTH STREET



GLADSTONE LIBRARY

E DARTMOUTH STREET VIEW

FINAL DRAFT



GLADSTONE LIBRARY

PORTLAND AVENUE VIEW

FINAL DRAFT



GLADSTONE LIBRARY

READING ROOM LOOKING EAST

FINAL DRAFT



APPENDIX



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GLADSTONE LIBRARY

APPENDIX

ALL APPENDIX ITEMS CAN BE ACCESSED AT:

<https://www.clackamas.us/communityproject#masterplanreports>

GLADSTONE LIBRARY PLANNING TASK FORCE MEETING MINUTES / COMMENTS

PUBLIC OUTREACH (JLA PUBLIC ENGAGEMENT)

- PUBLIC INVOLVEMENT PLAN
- PHASE 1 PUBLIC OUTREACH SUMMARY
- PHASE 1 PUBLIC OUTREACH SUMMARY APPENDIX
- PHASE 2 PUBLIC OUTREACH SUMMARY
- PHASE 2 PUBLIC OUTREACH SUMMARY APPENDIX

OAK LODGE AND GLADSTONE COMMUNITY PROJECT OPEN HOUSE SURVEY BOARDS

GLADSTONE TECHNICAL ASSESSMENT

- ZONING SUMMARY (THE BOOKIN GROUP)
- CIVIL ASSESSMENT (KPF CONSULTING ENGINEERS)
- BUILDING/SITE ASSESSMENT (OPSIS)
- BUILDING STRUCTURAL ASSESSMENT (CATENA CONSULTING ENGINEERS)

GLADSTONE SITE ANALYSIS (OPSIS)

GLADSTONE LIBRARY PROGRAM (OPSIS / JOHNSTON ARCHITECTS)

GLADSTONE DESIGN WORKSHOP COMMUNITY FEEDBACK (OPSIS)

GLADSTONE DESIGN ALTERNATIVES (OPSIS / JOHNSTON ARCHITECTS)

GLADSTONE CRITERIA EVALUATION (OPSIS)

GLADSTONE CITY HALL HISTORIC ASSESSMENT MEMO (ARCHITECTURAL RESOURCES GROUP)

GLADSTONE TRAFFIC IMPACT ANALYSIS METHODOLOGY MEMO (GLOBAL TRANSPORTATION ENGINEERING)

CLACKAMAS COUNTY-PROVIDED REPORTS

- 2017 GLADSTONE DOWNTOWN REVITALIZATION PLAN (CITY OF GLADSTONE)
- 2019 GLADSTONE PHASE 1 ENVIRONMENTAL ASSESSMENT (PBS)
- 2019 GLADSTONE CITY HALL HAZARDOUS MATERIALS SURVEY REPORT (PBS)
- 2019 GLADSTONE CITY HALL PROBABLE HAZ MAT ABATEMENT COST ESTIMATE (PBS)
- 2019 GLADSTONE PRELIMINARY GEOTECHNICAL REPORT (GRI)
- 2020 GLADSTONE GEOTECHNICAL REPORT (GRI)
- 2020 ALTA SURVEY – 525 PORTLAND AVE (OTAK)

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For more information about the Oak Lodge & Gladstone Community Project visit:

e communityproject@clackamas.us
w clackamas.us/communityproject

Opsis Architecture LLP
920 NW 17th Avenue Portland, Oregon 97209

opsisarch.com



FINAL DRAFT NOVEMBER 2020



OAK LODGE & GLADSTONE COMMUNITY PROJECT

CONCORD PROPERTY MASTER PLAN REPORT



CONCORD PROPERTY ACKNOWLEDGEMENTS

CONCORD PROPERTY & LIBRARY PLANNING TASK FORCE

NCPRD At-Large Members

Ron Campbell
Mark Elliot
Denis Hickey, Vice-chair
Rose Ojeda
Kim Parmon
Michael Schmeer
Kristi Switzer

Clackamas County Library Board of Trustees Members

Grover Bornefeld
Jan Lindstrom
Doug Jones, Chair
Chaunda Wild

Friends of the Oak Lodge Public Library Member

Paul Boundy

Gladstone Library Board Member

Gary Bokowski

Close Proximity Neighbor

Michael Newgard

Past task force members

Jean Chapin
Lynn Fisher
Anna Hoesly
Stephanie Kurzenhauser
Monica Rohrscheib
Eric Shawn

SPECIAL THANKS TO

Residents of Oak Lodge/Jennings Lodge community who contributed to the master planning process

North Clackamas School District for their stewardship of the Concord Elementary School while it was under their ownership

For more information, contact:
communityproject@clackamas.us

CLACKAMAS COUNTY

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Robin Dawson, Library Supervisor
Kristina Wells, Librarian

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Jason Kemmerich, Aquatic and Recreation Supervisor
Heather Koch, Senior Planner
Joe Loomis, Sports Supervisor
Amanda Mendez, Offi Supervisor
Tonia Williamson, Natural Resources Coordinator

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**OAK LODGE AND GLADSTONE COMMUNITY PROJECT
CONCORD PROPERTY MASTER PLAN**
SUMMARY REPORT

PREPARED FOR
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT AND OAK LODGE LIBRARY:
DIVISIONS OF BUSINESS AND COMMUNITY SERVICES, CLACKAMAS COUNTY

BY:
OPSIS ARCHITECTURE
IN ASSOCIATION WITH:
JOHNSTON ARCHITECTS (LIBRARY ARCHITECT)
BALLARD*KING ASSOCIATES (RECREATION / OPERATIONS)
LANGO HANSON LANDSCAPE ARCHITECTURE

NOVEMBER 2020

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CONCORD PROPERTY

INTRODUCTION & EXECUTIVE SUMMARY

MASTER PLAN INTRODUCTON

THE OAK LODGE AND GLADSTONE COMMUNITY PROJECT (OLGCP) IS A COMPREHENSIVE PLANNING EFFORT FOR THE OAK LODGE AND GLADSTONE LIBRARIES, AND NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD), DIVISIONS OF THE CLACKAMAS COUNTY BUSINESS AND COMMUNITY SERVICES DEPARTMENT (BCS).

Together they envision a new library, community center, park and NCPRD administrative office for the Oak Grove/Jennings Lodge community and a new library for the Gladstone community.

Opsis Architecture and Johnston Architects, with their consultant team, led the planning effort through a year-long process, guided by robust community engagement and the work of two community task forces – the Concord Property and Library Planning Task Force, and the Gladstone Community Library Planning Task Force. As ambassadors of community interests, task force members informed the planning effort with their ideas and feedback from the broader community.

This report summarizes the collective, collaborative effort between the design team, task force, community and staff to jointly identify preferred master plan for the Concord Property to recommend to the Board of County Commissioners (BCC).

MASTER PLAN SCOPE OF WORK

The master plan effort consisted of identifying project values; program, site and design alternatives, and concept designs for the two projects – one in the Oak Grove/Jennings Lodge area and one in downtown Gladstone.

The design team was asked to provide a master plan for a new community center, park, and NCPRD administrative office for District residents to be located at the site of the former Concord Elementary School (Concord Property) in Oak Grove.

In addition, the design team was asked to determine if the Concord Property was a suitable location for a new 19,500-square foot Oak Lodge Library to serve the Oak Lodge Library service area. The team provided options for the library to be a

stand-alone building, an addition to the Concord building, and to be in the Concord building. If the library was deemed feasible on the Concord Property by the Concord Task Force, it was to be included in the master plan.

The design team was also asked to provide a master plan for a 6,000-square-foot library on the former City Hall site at Portland Avenue and E Dartmouth Street to serve the Gladstone Library service area.

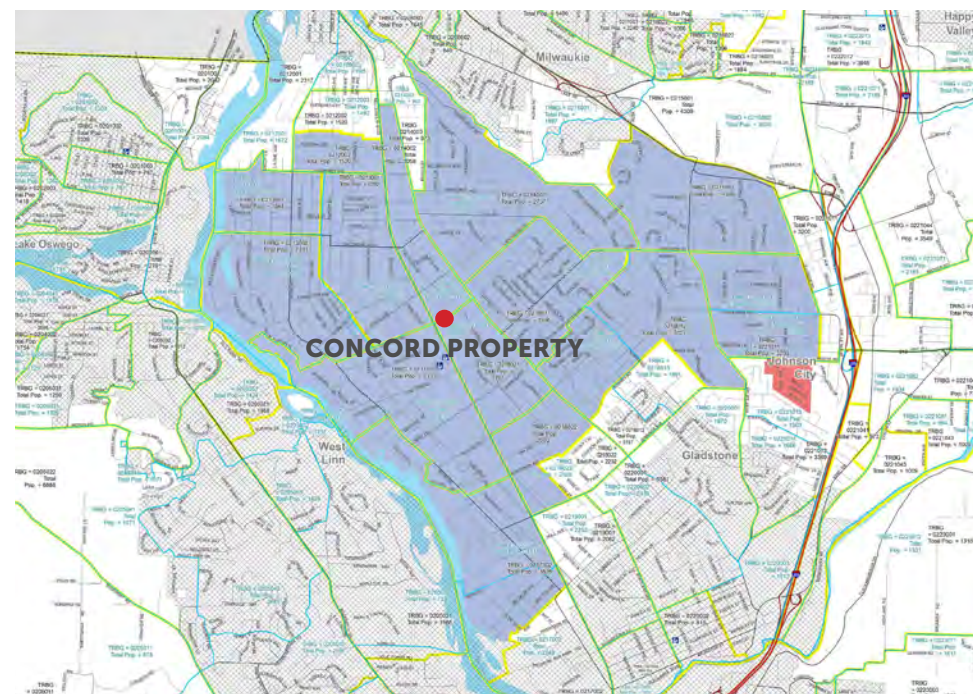
MASTER PLAN BACKGROUND

In October 2017, the County and City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries – a 6,000-square-foot facility in the City of Gladstone and an approximately 19,500-square-foot facility in the Oak Lodge Library service area. The agreement

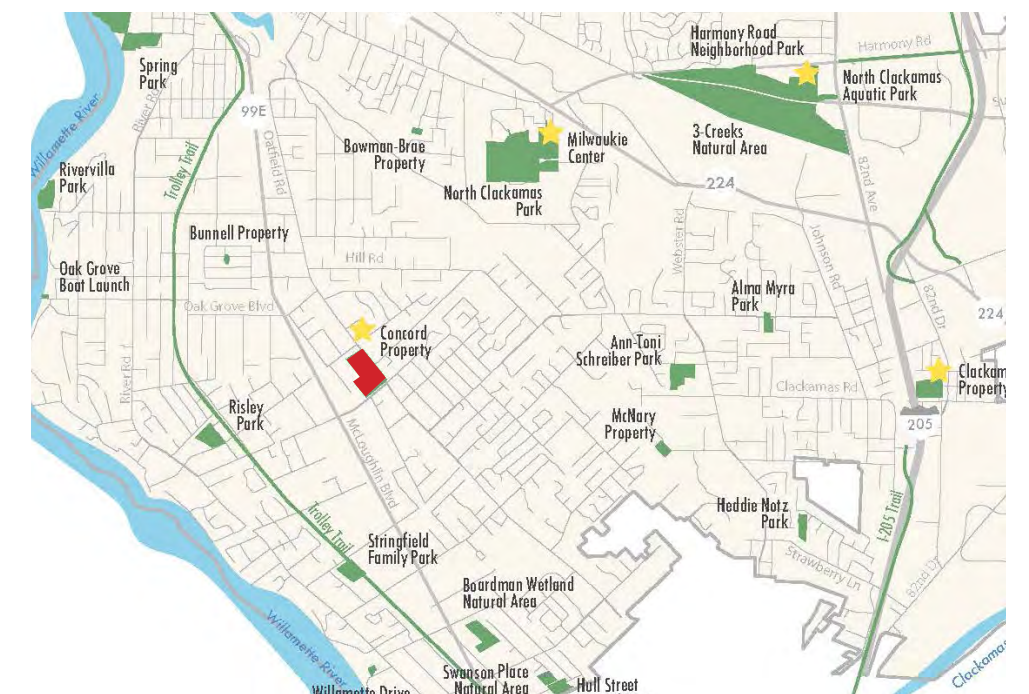
called for a “one library, two building” approach, with both libraries operated by the county to achieve economies of scale and best provide library services to Oak Lodge and Gladstone service areas.

In a similar timeframe to this settlement agreement, NCPRD and the North Clackamas School District (NCSD) entered into a strategic partnership to acquire three NCSD properties, including the Concord Property in Oak Grove.

Since Oak Lodge Library and NCPRD are both BCS divisions, it was decided to pool resources and use time and money efficient by creating a joint process to plan for the Concord Property and the Oak Lodge and Gladstone libraries. A process outline was approved by the BCC in 2018.



OAK LODGE LIBRARY SERVICE AREA



WESTERN PORTION OF NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

CONCORD PROPERTY EXECUTIVE SUMMARY

A PRIMARY GOAL OF THIS STUDY IS TO BRING FORTH A SHARED VISION FOR THE SITE THAT BEST REFLECTS THE COMMUNITY'S VALUES WHILE BALANCING LIBRARY, COMMUNITY CENTER AND OUTDOOR RECREATION NEEDS.

That shared vision establishes a basis for developing capital development costs and funding.

The master planning process was established to determine the feasibility of redeveloping the Concord Property to meet library, recreation and community center needs, and to preserve the Concord building for future generations. For more than a century, the Concord Property has been at the heart of the Oak Grove community adjacent to the Jennings Lodge community. Throughout the years of serving the public education needs of the area, it developed into a valued community treasure. The school was closed in 2014 yet remained an important asset to the community.

The OLGCP offer an opportunity to revitalize this resource by providing recreational and community gathering opportunities for an under-served area of NCPRD and a much needed new library for the Oak Lodge Library service area. There are also significant benefits of co-locating NCPRD and the library. Continued public use of the Concord Property to serve the community underscores it as an historic and vital heart of the Oak Grove and Jennings Lodge communities.

BACKGROUND

Originally built in 1936 with funding provided through a grant from the Federal Emergency Administration of Public Works, with a north-wing addition built in 1948, the Concord building is eligible for the National Historic Register and was listed in 2015 as one of Oregon's Most Endangered Places by Restore Oregon.

NCPRD's purchase of the property was an important step toward preserving the property in public ownership and aligns with substantial community feedback to protect and preserve it. It offers NCPRD the opportunity to provide expanded and improved recreation, park and community services and, with its central location and large site, has the potential to be home for the new Oak Lodge Library.



CONCORD BUILDING



CONCORD SITE AERIAL

COMMUNITY ENGAGEMENT

The robust community outreach effort included a high priority on engaging under-represented communities such as Spanish speaking, low-income, and youth groups. Public involvement was conducted in two parts:

1. Capturing public input to inform the needs assessment; and
2. Providing specific feedback on the design alternatives.

A number of public outreach strategies were used to reach the widest audience. Public input ranged from in-person interviews with teens, residents and staff a community event to an on-line open house. Project information and events were advertised via multiple methods, with a dedicated project website to share information, surveys, and updates. In fall of 2019, over 350 people attended the first open house. This event was a community celebration to raise awareness about the project. Over 400 participants also provided input on an online and printed survey (in English and Spanish). An online open house for the Concord Property was held in August 2020, to gather feedback on three design alternatives. The survey attracted 269 visitors and 210 comments. Over 20 Spanish speaking people and teens attended focus groups held at Oak Grove Elementary School and the Aquatic Park.

Community events were well-attended, but the Covid-19 pandemic did disrupt the community outreach process. Shifting a majority of the communication from in-person to virtual impacted the degree of input, both the planning team and project stakeholders accommodated the change as successfully as possible. The project website became even more valuable as a two-way communication tool with the shift from in-person to virtual events.

VALUES

The Concord Task Force began the master plan process by establishing value statements and community needs. Representing many voices, the approved

value statements embody the core principles to guide decision-making through the planning process and establish standards against which project alternatives could be evaluated:

- Inclusivity
- Accessibility
- Shared community involvement and identity
- Stewardship of funding and natural space
- Respect and preservation of the many histories
- Sustainable thinking

SITE CONSIDERATIONS

- Land use discussions are underway with Clackamas County Planning staff about the permit.
- Parking will be reconfigured and expanded with increased development on the site.
- Parking will be reconfigured and expanded with increased development on the site.
- Vehicular and emergency access will be required from both SE Concord Road and SE Spaulding Avenue.
- Pedestrian access will connect to SE Olive Avenue.
- Site utilities within the vacated portions of both SE Olive and SE Spaulding Avenues may need to be rerouted in specific areas.
- New construction will be located at least 50 feet from the Oatfield Fault which is considered to be inactive and at a low risk of rupture.
- Stormwater retention is expected for 6-10% of impervious area due to poor infiltration rates.



PROGRAM

A variety of program elements and alternatives were considered to provide a balanced approach to the park, community center and library. The preferred program was determined through task force input, public open houses, focus groups, and a public opinion survey. The library and community center program area is 19,500 square feet (as set in county agreements) and 47,600 square feet respectively, with both dedicated and shared spaces.

The program mix optimizes the shared use potential between the library and community center including a shared main entry, lobby, and support spaces. The following list is an abbreviated summary of program needs:

Indoor recreation amenities

- Multi-use fitness rooms,
- Double-court gym addition
- Existing gym for community, cultural, and recreation use

Community spaces

- Divisible community room
- Commercial and instructional kitchen
- Community resource room
- Flexible meeting spaces
- Lounge areas

Park spaces

- Events plaza with interactive water feature
- Multi-use open space for events and youth soccer
- Universal-access playground and picnic shelter
- Stairs with amphitheater seating
- Upper terrace with active play area
- Loop walking / jogging trail

NCPRD administrative office

- Reception
- Private and open office
- Conference/meeting rooms
- Work room
- Staff kitchen
- Storage

Library

- Reading room and stacks
- Teen and children’s areas
- Service area
- Multi-use room
- Staff work room
- Public computers
- Study areas

DESIGN ALTERNATIVES

Seven concept designs explored various library, recreation, and site layouts and configurations. The task force evaluated these options based upon criteria established during the planning process. The task force selected three concepts with a range of feasible solutions for public review:

- Free-standing library option with a gym addition
- Library and gym additions
- Gym-only addition

MASTER PLAN - PREFERRED DESIGN ALTERNATIVE

The preferred 67,000-square-foot design balances the library and NCPRD program needs with a highly efficient and functional layout that incorporates library and gym additions in the Concord building and retains the integrity of the west- and south-facing historic facades.

It has the following attributes:

- **A central plaza** serves as flexible space for outdoor events and creates a gateway to the park.
- **The existing gymnasium and stage are retained** for community uses.
- **A large, upper level community room** within the existing north wing is adjacent to a public lounge space that looks down into the new gymnasium.
- **The library addition** offers a spacious and flexible layout with views to the plaza and park setting.
- **Parking** is centrally located with drop-off and accessibility parking next to the plaza with direct proximity to the building entrance and park.
- **Staff parking and service** access is provided from SE Concord Road and SE Spaulding Avenue.



PROJECT COST

The total project cost for the redevelopment, inclusive of the community center, library renovation/addition, park, parking, site development and contingencies, is based on an estimated spring 2022 construction start.

Total project cost includes site development, direct construction costs, owner's contingency, and indirect construction costs (expenses not directly related to labor and building materials) at 30% of the direct construction cost. Indirect costs will be confirmed in the next phase of the work.

Funding for the project will rely on separate NCPDR and library funding sources. Oak Lodge and Gladstone libraries share funding, so Gladstone project cost is included within this report.

The estimated costs are:

ESTIMATED PROJECT COST	
OAK LODGE LIBRARY	\$ 12.1 million
GLADSTONE LIBRARY	\$ 4.9 million
NCDPRD PARK, COMMUNITY CENTER, AND OFFICES	\$ 23.7 million

Library Funding Sources

The Gladstone Library and Oak Lodge Library funding sources are shared. The City of Gladstone is contributing \$200,000 per year of general fund revenue to support the Gladstone Library.

SHARED LIBRARY FUNDING SOURCES	
OAK LODGE LIBRARY RESERVES	\$ 2.9 million
CLACKAMAS COUNTY CAPITAL	\$ 1.0 million
OAK LODGE LIBRARY BEGINNING FUND BALANCE	\$ 0.6 million
LIBRARY REVENUE BOND, PAID BACK AT \$310,000 PER YEAR (NO VOTE REQUIRED)	\$ 4.2 million
TOTAL LIBRARY FUNDS	\$ 8.7 million
ANTICIPATED SHORTFALL - CLACKAMAS COUNTY BOND (NO VOTE REQUIRED)	\$ 8.3 million
ESTIMATED TOTAL LIBRARY FUNDS	\$ 17.0 million

NCPDR Funding Sources

Full funding for NCPDR's portion of the project is still being explored. The project cost and funding will be aligned in the next phase of the work.

NCPDR FUNDING SOURCES	
METRO LOCAL SHARE (PARK)	\$ 1.0 million
GRANTS (PARK)	\$ 1.0 million
HOOD VIEW PROCEEDS	\$ 3.0 million
POTENTIAL PROPERTY PROCEEDS	\$ 2.0 - \$ 4.0 million
LIBRARY PROCEEDS	\$ 0.3 million
SDC'S	\$ 2.4 million
NCPDR RESERVES	\$ 1.8 million
REVENUE BOND (\$550 K/YR) (NO VOTE REQUIRED)	\$ 9.5 million
POTENTIAL SEISMIC GRANT (SHARED PROPORTIONALLY WITH LIBRARIES)	TBD
ESTIMATED TOTAL NCPDR FUNDS	\$ 21.0 - \$ 23.0 million

*PROJECT NEEDS TO BE ADDED TO THE CAPITAL IMPROVEMENT PLAN (CIP)

PROJECT SCHEDULE



FALL 2019
TECHNICAL INVESTIGATION

Analyzing the Concord Property and the Gladstone City Hall site to understand its potential opportunities and constraints.



FALL 2019 - WINTER 2020
NEEDS ASSESSMENT / PROGRAM

Learn about community wishes, aspirations and building uses for the Concord Property, the Oak Lodge Library and the Gladstone Library.



WINTER - SUMMER 2020
DESIGN ALTERNATIVES ANALYSIS

Create three design alternatives for each location, using community input and technical data.



SUMMER - FALL 2020
PREFERRED DESIGN ALTERNATIVE & REFINEMENT

Recommend a preferred alternative for each location.



FALL 2020 - SPRING 2022
DESIGN/ENGINEERING & PERMITTING

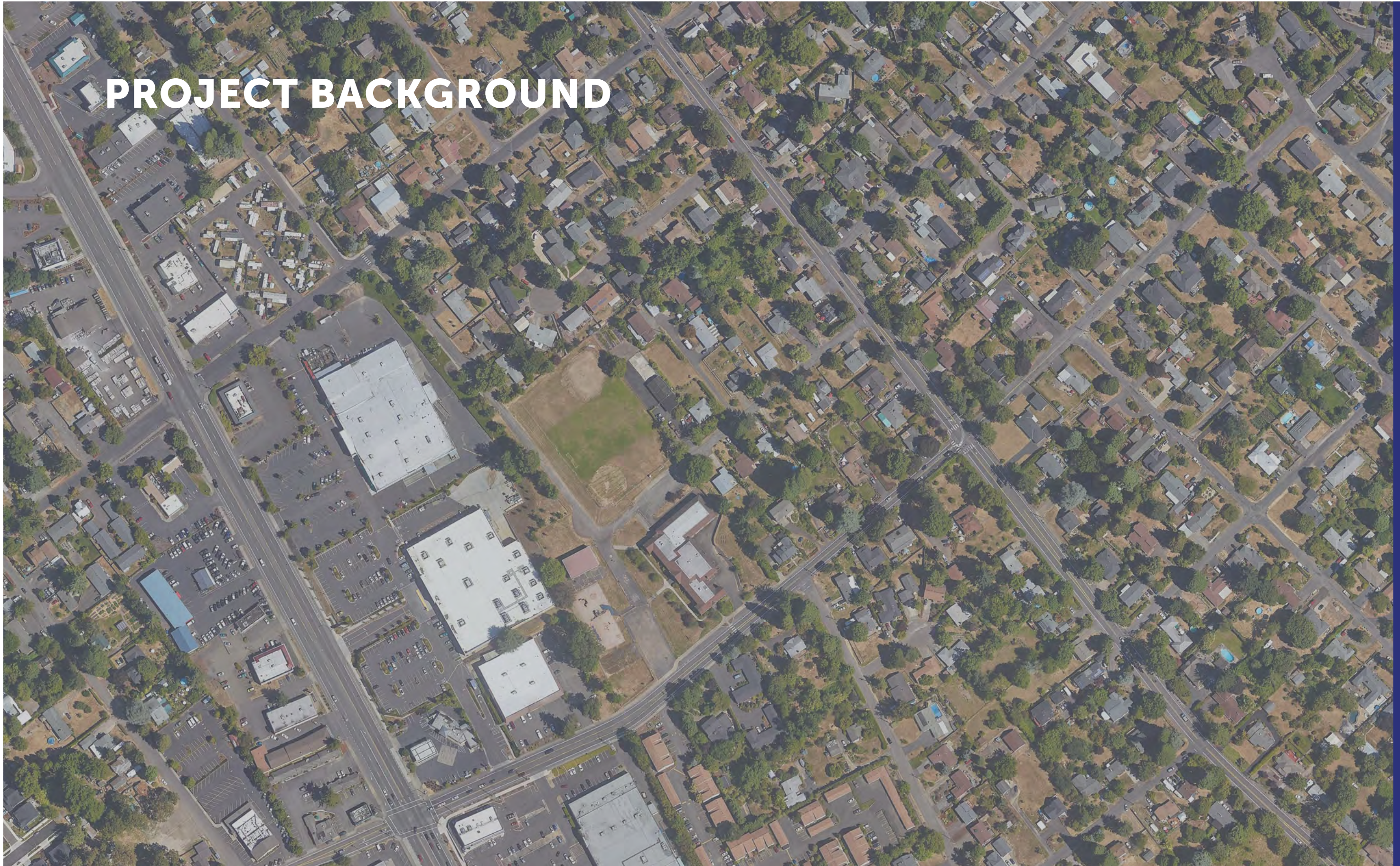
Complete detailed design work and construction documents. Get land use approvals and building permit.



SPRING 2022 - FALL 2023
CONSTRUCTION (TENTATIVE)

Construct buildings and site improvements.

PROJECT BACKGROUND



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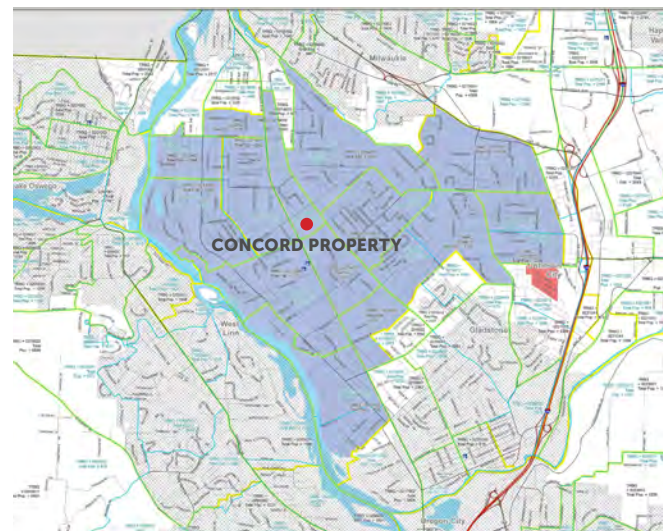
CONCORD PROPERTY PROJECT BACKGROUND

PROVIDING THE OAK LODGE AND GLADSTONE LIBRARY SERVICE AREAS WITH ACCESS TO SAFE, MODERN LIBRARY FACILITIES, AND, FOR THE OAK GROVE AND JENNINGS LODGE AREA, IMPROVED ACCESS TO A PARK AND A MULTI-PURPOSE COMMUNITY CENTER, CREATES AN OPPORTUNITY TO ADDRESS THE NEEDS OF THE LIBRARIES AND THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD).

As a joint project, this supports the county's strategic priorities by creating efficient use of resources and provides an opportunity for robust public engagement throughout the planning process.

The Oak Lodge Library, currently located within a leased facility on SE McLoughlin Boulevard, serves over 31,000 service area residents with over 10,000 registered borrowers (2017/18 fiscal year counts). The existing 5,100-square foot Gladstone Library currently serves over 21,000 service area residents with 6,100 registered borrowers. The sharing of library resources between the Gladstone and Oak Lodge libraries expands the capability of each branch to serve their individual communities.

Within NCPRD, the former Concord Elementary School (Concord Property) was acquired in the Oak Grove/Jennings Lodge planning area which serves approximately 25,000 people. Until purchase of the Concord Property, the area had limited access to parks, indoor recreation, gyms, and community gathering spaces. In addition, NCPRD's administration offices are currently located in leased space outside the District in Oregon City. The Concord Property therefore provides an important opportunity within the Oak Grove/Jennings Lodge area to address community needs, indoor and outdoor recreation opportunities, and library access in one comprehensive development.



OAK LODGE LIBRARY SERVICE AREA



GLADSTONE LIBRARY SERVICE AREA



WESTERN PORTION OF NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

HISTORY

In 2018, in accordance with a preliminary outline for a joint planning process approved by the BCC, a Concord Property and Library Planning Task Force and Gladstone Community Library Planning Task Force were formed to advise staff and the Board of County Commissioners (BCC) on library master plans and the planning process, community center and park needs, and capabilities of the Concord Property.

The two task forces began meeting regularly in early 2019. Each task force selected two members to represent its interests on a 13-member committee that selected the design team led by Opsis. Beginning in fall 2019, joint task force meetings were held to increase project efficiency and information-sharing, with task force members informally approving the master plan scope of work. (Later in the process, the task forces began meeting separately to focus on their own unique projects.) Following approval by the BCC, Opsis began the four-phase master planning work:

PHASE 1: Technical investigation

PHASE 2: Needs Assessment / Programming

PHASE 3: Design Alternatives Analysis

PHASE 4: Preferred Alternative Refinement and Master Plan Report

This master plan document serves as the springboard for the design team as it progresses into full design phases, with construction anticipated to begin in Spring of 2022.

COMMUNITY ENGAGEMENT

COMMUNITY ENGAGEMENT GOALS

The master planning process placed a high priority upon the importance of robust community engagement. The process began with the development of the project's Public Involvement Plan (included within the appendix), which reviewed past public outreach effort related to the libraries to form a more complete picture of the community and to create a strategy for effective techniques within each area. This information was coupled with additional demographic research to help target specific populations who will use the facilities but were

under-represented in prior planning and design projects. The plan was reviewed by the task force, which provided feedback and informal approval.

The design team held a variety of activities to obtain feedback throughout the process.

SUMMER 2019

- In-person/phone stakeholder interviews

FALL 2019

- In-person open house with opportunities to inform and gather input
- Online public survey in both English and Spanish
- Targeted engagement to identify underserved communities

WINTER 2020

- In-person design workshop for each project area
- Targeted outreach to identify underserved communities

SUMMER 2020

- Online public survey (provided in English and Spanish)
- Targeted engagement to identify underserved communities

Project information and event advertisement took place via the project website, social media postings, press releases, meetings and announcements at community planning organization (CPO) meetings, along with postcards mailed to all residents in the project area, and flyers distributed at local businesses and government buildings, and with food bank deliveries.

The outbreak of the COVID-19 pandemic in March 2020 resulted in significant impact to all planned outreach and engagement activities. This external pressure negatively affected the options to conduct outreach and reduced the number of participants in the design alternatives phase of the work, particularly with underserved community groups. The project team plans to expand targeted outreach effort in the next early design phase to obtain additional input, if feasible.



COMMUNITY EVENT AT THE CONCORD PROPERTY



COMMUNITY ENGAGEMENT, GOOD ROOTS FOOD PANTRY

PROJECT SCHEDULE



FALL 2019

TECHNICAL INVESTIGATION

Analyzing the Concord Property and the Gladstone City Hall site to understand its potential opportunities and constraints.



FALL 2019 - WINTER 2020

NEEDS ASSESSMENT / PROGRAM

Learn about community wishes, aspirations and building uses for the Concord Property, the Oak Lodge Library and the Gladstone Library.



WINTER - SUMMER 2020

DESIGN ALTERNATIVES ANALYSIS

Create three design alternatives for each location, using community input and technical data.



SUMMER - FALL 2020

PREFERRED DESIGN ALTERNATIVE & REFINEMENT

Recommend a preferred alternative for each location.



FALL 2020 - SPRING 2022

DESIGN/ENGINEERING & PERMITTING

Complete detailed design work and construction documents. Get land use approvals and building permit.



SPRING 2022 - FALL 2023

CONSTRUCTION (TENTATIVE)

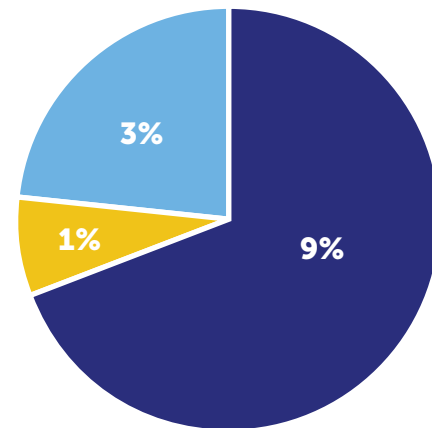
Construct buildings and site improvements.

DEMOGRAPHICS

Specific localized demographic information informed the community engagement process. The study area for the joint project included both the Oak Lodge Library service area, north to the City of Milwaukie boundary between I-205 and the Willamette River, and the Gladstone Library service area (the City of Gladstone and unincorporated Gladstone). US Census and local elementary school data was used to establish a well-rounded understanding of each community's racial, language and income demographics.

CENSUS DEMOGRAPHICS

- HISPANIC OR LATINO
- TWO OR MORE RACES
- BLACK OR AFRICAN AMERICAN



*PLEASE NOTE, ALL LISTED RACES BESIDES HISPANIC/LATINO ARE NON-HISPANIC. UNLISTED RACES WERE 0%.

CENSUS DEMOGRAPHICS FOR JOINT PROJECT

- Census Demographics for Joint Project
- Hispanic or Latino (of any race) - 9%
- Black or African American alone, non-Hispanic - 1%
- American Indian and Alaska Native alone, non-Hispanic - 0%
- Asian alone, non-Hispanic - 2%
- Native Hawaiian and Other Pacific Islander alone, non-Hispanic - 0%
- Some other race alone, non-Hispanic - 0%
- Two or more races, non-Hispanic - 3%

SCHOOL DEMOGRAPHICS

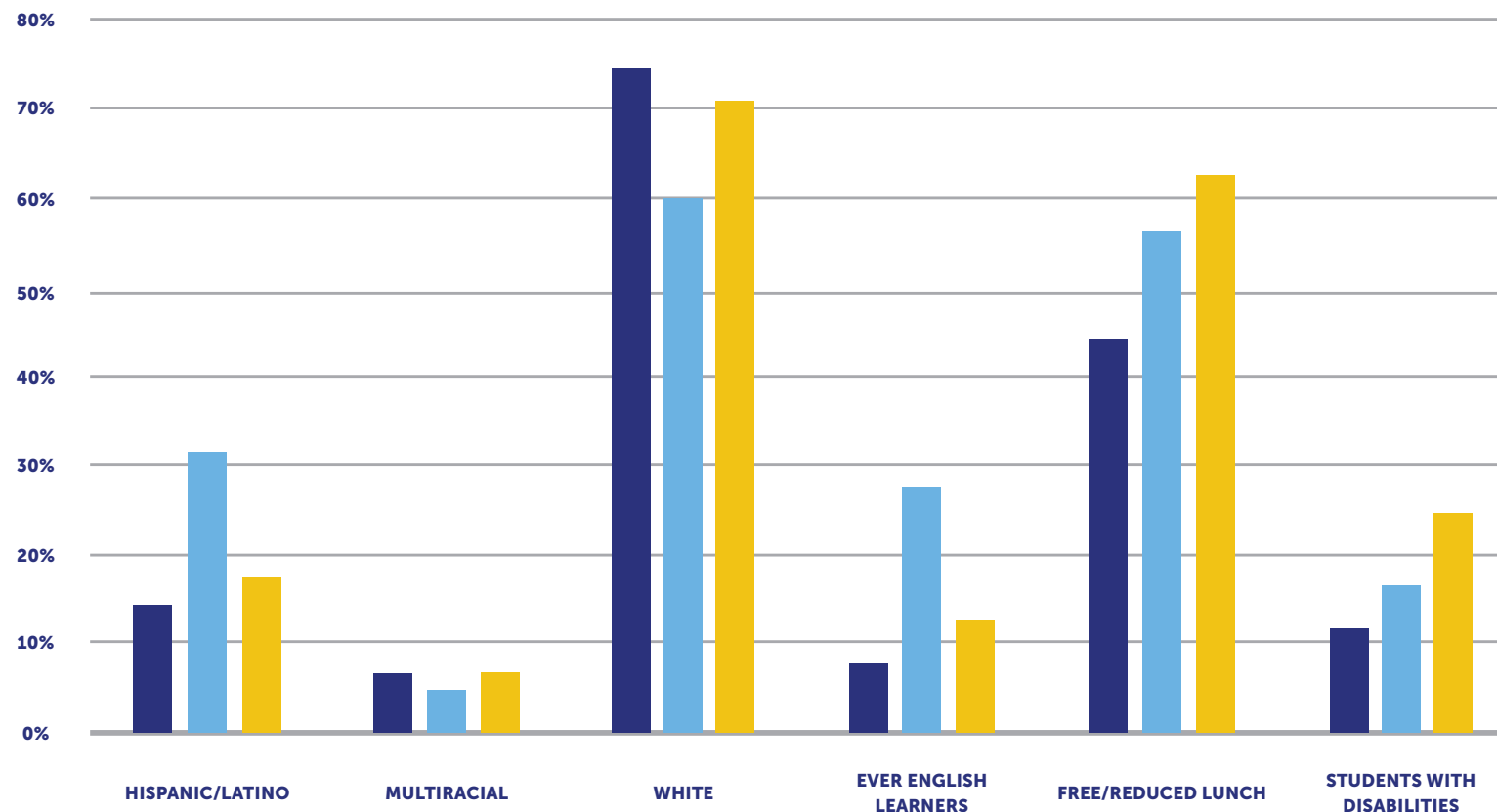
John Wetten Elementary School, Gladstone SD: 15% Hispanic/Latino students, 7% multiracial, 75% White; 8% ever English Learners; 10 languages spoken; 45% Free/reduced price lunch; 12% students with disabilities.

Riverside Elementary School, North Clackamas SD: 32% Hispanic/Latino, 5% multiracial, 60% White; 28% Ever English Learners; 8 languages spoken; 57% Free/reduced price lunch; 17% students with disabilities.

Oak Grove Elementary School, North Clackamas SD: 18% Hispanic/Latino, 7% multiracial, 71% White; 13% Ever English Learners; 8 languages spoken; 63% Free/reduced price lunch; 25% students with disabilities.

SCHOOL DEMOGRAPHICS

- JOHN WETTEN ES, GLADSTONE SD
- RIVERSIDE ES, NORTH CLACKAMAS SD
- OAK GROVE ES, NORTH CLACKAMAS SD



TASK FORCE VALUES

CONCORD PROPERTY TASK FORCE VALUE STATEMENTS WERE ESTABLISHED EARLY IN THE PROCESS BY THE TASK FORCE TO OUTLINE WHAT IS IMPORTANT TO THEIR COMMUNITY.

Task force members were asked to identify what they and their community valued most as a guide to the creation of a new library, community center and park on the Concord Property. These values, which were confirmed and approved in subsequent meetings, became the basis for establishing the evaluation criteria against which the design alternatives were tested.

CONCORD PROPERTY TASK FORCE VALUE STATEMENTS & IDENTIFIED COMMUNITY NEEDS

We Value

- Conscientious stewardship of funding;
- Creating a site that can serve multiple functions and accommodate community needs, both indoors and outdoors;
- Understanding and preserving the many histories, including the remaining historic features, that existing in this community and the Concord Property;
- Providing a welcoming and inclusive community heart that serves people and promotes a sense of shared community identity;
- Providing inclusive, diverse, and culturally-informed accessibility and access to services that accommodates all people regardless of age, race, gender, socioeconomic status, and mobility;
- Identifying and capitalizing on opportunities that will serve generations to come;
- Outcomes that are a result of responsible community involvement;
- Stewardship of parks, natural and green spaces; and
- Incorporating sustainable practices in the design, construction and operation of outcomes, and a holistic view of community impacts.

We, as a community, need

- A place for gathering and learning;
- Library;
- Recreation;
- Economic development;
- Opportunities for community art; and
- Park, natural and green spaces.

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RECOMMENDED MASTER PLAN



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CONCORD PROPERTY

RECOMMENDED MASTER PLAN

SITE ANALYSIS

SITUATED ON A 5.94-ACRE PARCEL OF LAND, THE CONCORD PROPERTY SITS PROMINENTLY AT THE JUNCTURE BETWEEN THE HIGHLY COMMERCIAL AREA FRONTING SE MCLOUGHLIN BOULEVARD AND A RESIDENTIAL NEIGHBORHOOD.

It is located in the heart of the Oak Grove community and adjacent to the Jennings Lodge community in unincorporated Clackamas County between the cities of Gladstone and Milwaukie.

The NCPRD-owned site is located in the southwest part of NCPRD in an area that has been identified as needing more parks and community services. It is also in the center of the Oak Lodge Library service area. This project provides an opportunity for a new park to have a direct relationship with the new community center and library, which will support creating a community heart in the Oak Grove/Jennings Lodge area. The expressed community goals for this site include the creation of a park with natural features and play area, flexible open space for recreation and events, and a plaza to serve the neighborhood and broader community.

NATURAL FEATURES

Trees, lawn, and the slope of the topography are the primary natural features on the site.

Landscape embankments, stairs, and retaining walls were created to accommodate a 30-foot change of elevation within the site changes:

- Bermed areas exist around the recreation field and between the building and parking lot.
- Retaining walls occur along the eastern edge of the site.
- Slopes and changes in elevation create an opportunity for seasonal water runoff features that can be used to design innovative and sustainable site features.

Trees of different species, maturity, and health are scattered throughout the open space:

- Smaller canopied trees around the building are generally in poor health and have not been properly maintained over the years.

- A group of large-stature trees, including Oregon White Oaks, straddle the west property line. As future plans are developed, careful consideration should be made to saving these trees.
- Trees along the perimeter of the open space adjacent to the neighboring home should be evaluated during the development of the design.

Lawn provides an active use area with two fenced softball fields a soccer field overlay that is heavily used for recreation, and community events.

VIEWS

Due to the significant grade change within the Concord Property which continues further westward beyond the property boundaries, the former school building holds a presence on the site and views to the west. From SE McLoughlin Boulevard, the property is fully visible, and it has a dominating position when looking to the northeast from the major intersection at Concord. The ability to maintain a view of the historic Concord building was expressed as a priority by the community. The proposed design respects this priority, and provides the potential to enhance the building as a significant architectural amenity in the community.



SITE CONTEXT



LANDSCAPE



VIEWS



ZONING

DEVELOPMENT / ZONING

The Concord site is split-zoned with the majority being Open Space Management (OSM). The remainder of the site is zoned Single Family Residential (R7 and R8.5). The Clackamas County Zoning and Development Ordinance (ZDO) allows park uses outright within the OSM zone; however community center and library uses both require approval through Conditional Use review in both OSM and residential zones. The ZDO does not currently allow office use within the OSM zone. Discussions with county planning staff are underway to determine the best land use path forward for the project.

TRANSPORTATION AND SITE ACCESS

Multimodal access is a site attribute. The site is served well by vehicular access on the three sides:

- SE Concord Road is the primary access to the site, with minor access on SE Spaulding Avenue to the east and SE Olive Avenue to the north.
- SE Concord Road provides nearby pedestrian and vehicular access to SE McLoughlin Boulevard, a principal arterial to the west, and SE Oatfield Road to the east.
- SE Concord Road has pedestrian and bicycle routes.
- SE Oatfield Road and SE McLoughlin Boulevard has bus access.
- Concord Property is 1.7 miles from the SE Park Avenue MAX station.
- SE Concord Road drop-off area that was previously used for school bus transportation is planned to remain for convenience.

The topography creates accessibility challenges to the building entrance and within the site itself, therefore an on-grade universally-accessed main entrance is proposed.

Primary vehicular access to visitor parking and internal drop off areas are proposed from SE Concord Road:

- Access will need to have adequate site distance by maintaining clear areas along the site frontage.
- Site access should function adequately with the addition of a center left turn lane on SE Concord Road.
- 150 feet of vehicle stacking should be provided for vehicles queued to leave the site, with a minimum of 50 feet to allow vehicles to pull in and transition from street to parking area.
- Minor staff access / loading is also proposed from SE Concord Road, with additional staff parking accessed from SE Spaulding Avenue.

EMERGENCY / FIRELANE ACCESS

Fire and emergency access will need to be accommodated, allowing for fire truck access 150 feet from all first floor, exterior sides of the building. The proposed access from both SE Concord Road and SE Spaulding Avenue is expected to allow such access without the need for a separate internal drive. Fire-truck turnarounds can be accommodated from both SE Spaulding Avenue and SE Concord Road.

PARKING REQUIREMENTS

The Clackamas County ZDO provides parking requirements for all proposed uses except the library. A review of these requirements and a survey of similar regional facilities and national standards showed that a minimum range between 2.4 - 3.2 stalls per 1,000 gross square feet of building may be sufficient. This approach is currently represented in the design. This parking supply could be supplemented through shared parking agreements with neighboring tenants to meet the needs of special events and provide greater flexibility in program scheduling. Significant public discussion centered on the parking requirement and how to find a balance of program and parking to preserve open space yet serve visitor needs. Discussions with county planning staff are underway to finalize the amount of required parking.

Traffic and parking survey counts at similar regional facilities are still needed to refine the estimated vehicular trips and parking demand, as well as a traffic impact analysis (TIA) as required by Clackamas County to meet Conditional Use or other requirements. Global Transportation Engineering's Summary Memo can be found in the appendix of this report.

SITE UTILITIES

The Concord Property is connected to all underground utilities. Water, storm, and sanitary service are all provided through the Oak Lodge Water Services District. Existing mains for water, storm, and sanitary are located within the vacated rights-of-way of SE Spaulding Avenue and SE Olive Avenue as well as in SE Concord Road.

Required onsite stormwater management should be designed to infiltrate to the maximum extent feasible. The anticipated area required for stormwater facilities will be equal to 6 - 10% of the impervious area (typically, roofs and asphalt surface parking areas) and is currently proposed in areas around the building, within the parking area and along the southwestern side of the property where the grade is lowest.



CLIMATE

SOILS

A geotechnical investigation and report has been completed by GRI Engineers. See appendix for full report. Preliminary investigation based on published documentation followed by in-depth and on-site investigations indicate the site contains varying thicknesses of local fill soils, primarily consisting of silt, clay, sand and gravel over alluvial deposits above the Columbia River Basalt Formation. The site is classified as Site Class D due to stiff-base soil with recommended foundation design based upon an allowable bearing capacity of 3,000 pounds per square foot.

United States Geological Survey (USGS) mapping indicates the presence of the Oatfield Fault along the southwestern portion of the site. USGS and further geotechnical investigation findings do not consider the Oatfield Fault to be an active contributing source in their Probabilistic Seismic Hazard Analysis, with low risk of fault rupture at the site; however the report recommends avoiding placing structures within 50 feet of the existing fault line. GRI's analysis defines a seismically-induced settlement potential of up to 1-2 inches, with a low risk of earthquake-induced slope instability and/or lateral spreading. GRI's Geotechnical Investigation and Site-Specific Seismic-Hazard Evaluation report can be found in the appendix.

CLIMATE

Due to the southwest orientation of the site, solar access is optimal for the consideration of sustainable strategies such as photovoltaic solar panels. Natural ventilation strategies are aided by summer winds from the northeast and winter winds from the southwest.

OPPORTUNITIES / CONSTRAINTS

SITE ANALYSIS REVEALED THAT THE OPPORTUNITIES PRESENTED BY THE CONCORD SITE GENERALLY OUTWEIGH KNOWN AND ANTICIPATED CONSTRAINTS.

CONTEXT (ZONING, PUBLIC AMENITIES, ECONOMIC DRIVERS)	
<p>Opportunities</p> <ul style="list-style-type: none"> The proposed use of the site is appropriate in this area between commercial and residential land uses. There are many nearby commercial amenities (coffee shops, grocery, gas station, sporting goods, etc.). Increased visits to the site may have a positive economic impact on nearby businesses. Locating NCPRD office on this site provides with them with a prominent public presence and convenient access to District residents and facilities. 	<p>Constraints</p> <ul style="list-style-type: none"> Office use is currently not allowed within the site zoning designations and may require rezoning or another land use process.
SITE CIRCULATION / TRAFFIC (TRANSIT, BIKE, CAR, PEDESTRIAN)	
<p>Opportunities</p> <ul style="list-style-type: none"> There is good public access (proximity to SE McLoughlin Boulevard and SE Oatfield Road). The site is located adjacent to a bike route. Convenient bus routes are located nearby on SE McLoughlin Boulevard and SE Oatfield Road. There is public street access on three sides of the site. The site has good "front door" access from the west parking lot (ADA / universal accessibility issues will be addressed). Neighbors are able to walk to the site. 	<p>Constraints</p> <ul style="list-style-type: none"> Main entry is not accessible. Development will likely require traffic impact and parking studies. Location may result in a higher incidence of unwelcome behavior. Service access from SE Spaulding Avenue is challenging due to grade changes. Nearby local streets are not pedestrian-friendly (curb-tight sidewalks or no sidewalks). Parking requirements may limit available park space.
CLIMATE	
<p>Opportunities</p> <ul style="list-style-type: none"> The site has good solar access, providing opportunities for renewable energy. 	<p>Constraints</p> <ul style="list-style-type: none"> Wind exposure on the site is relatively high due to position of the building on the site and the grade of the site.

SITE HISTORY (SITE USE, BUILDING USE, BUILDING STRUCTURE)	
<p>Opportunities</p> <ul style="list-style-type: none"> Public use protects the Concord building from demolition and creates a cultural heart for the community. Art can represent and culture and history. Adaptive reuse of Concord building may be less expensive than new construction. 	<p>Constraints</p> <ul style="list-style-type: none"> Historic requirements will require mitigation. Additional measures are required to ensure the building and site conform to current seismic and accessibility codes. Hazardous building materials will require abatement. Underground storage tanks (UST) will require mitigation. Utilizing existing space could result in less efficient building layout than new construction.
SITE CHARACTER / FEATURES (VIEWS, VEGETATION, GRADE)	
<p>Opportunities</p> <ul style="list-style-type: none"> The site allows for prominent views of existing building. The large site provides the opportunity for a significant park. 	<p>Constraints</p> <ul style="list-style-type: none"> Site grading and elevated upper level entry create accessibility challenges. Development costs may be expensive due to the need to grade the site to accommodate uses. Storm runoff from neighboring sites needs to be accommodated. Structures need to be located 50 feet away from the Oatfield Fault.
	



KEY CONSIDERATIONS

The primary goal of the project team was to provide the task force, public, and staff with design solutions for the Concord Property which would allow them to

- Assess whether it was feasible to locate the Oak Lodge Library on the Concord Property;
- Test the viability of shared resources between the library, the community center, and NCPRD administrative office for cost, design and construction efficiency
- Define the level of historic preservation of the Concord building and grounds;
- Address seismic safety and recommended upgrades of the existing Concord structure; and
- Evaluate alternatives in order to make an informed recommendation to the BCC of a preferred design alternative.

CONCORD LOCATION FOR THE OAK LODGE LIBRARY

The Master Plan scope of work define that, at a minimum, the three scenarios be explored:

1. Free-standing library
2. Library as an addition to the Concord building
3. Library accommodated within the existing building footprint through renovation (but no expansion)

SHARED EFFICIENCIES

Concept options to address both library and recreation needs were reviewed to explore what building elements could be shared between the library and NCPRD to gain efficiency in design, capital construction and operations, and to examine how the community would benefit by having the library and community center near each other. This latter issue was a key consideration in evaluating cost, staff and resource efficiency

HISTORIC CONSIDERATIONS

The Concord Property carries with it a long history for the Oak Grove/Jennings Lodge residents as well as the wider community. Purchase of the property by NCPRD was an important step toward preserving Concord property and aligns with substantial community feedback to protect and preserve it. Community ties to this treasured place run deep and elicit a strong and passionate desire for its continued use and preservation.

Following the closure of Concord Elementary School, a group of local residents rallied to form the Concord Partnership non-profit organization to advocate for saving the building and repurposing it for community use. The Concord Partnership's effort was supported by Restore Oregon, which added the building to their Oregon's Most Endangered Places list in 2015 to bring wider attention to the preservation effort

The Concord School is a publicly owned building that is eligible for the National Historic Register. Therefore, proposed changes to the property will be reviewed by the State Historic Preservation Office (SHPO). Based upon the Concord School Historic Assessment (see appendix) prepared by Architectural Resources Group (ARG) during the planning process, SHPO's review of the redevelopment is expected to be focused on the building's anticipated character-defining features:

- Main entry
- Exterior addition(s)
- Window replacement
- Gymnasium / auditorium
- Treatment of other interior spaces

Through public feedback and task force discussions, the importance of preserving the building and some interior elements was emphasized. This resulted in

- A new, grade-level, accessible entry that respects the traditional central staircase;
- Preserving the existing gymnasium and stage for recreation and performances;
- Building additions that are complementary to the existing building; and
- Incorporating Concord history and art in the design.

SEISMIC CONSIDERATIONS

The Concord building was originally constructed of light-wood framing supported by interior bearing walls and exterior two-layer masonry (brick) bearing walls. At the time of original construction, the exterior brick walls were not reinforced to protect from collapse during a seismic event. In 2001, some seismic strengthening was added around all entrance/exit egress pathways and along the entire eastern gymnasium wall to reduce collapse and falling hazards to allow for safer exiting of the building during a seismic event.

A technical analysis of the building was done to review the work completed in 2001, identify deficiencies and propose supplemental structure options to enhance the structural performance of the building. Major redevelopment of the building as proposed will require that any new work meets current minimum seismic code, and any portion of the work that affect the current structural system of the existing building must be brought up to the same minimum seismic code level. Techniques will include supplemental plywood sheathing, metal framing to support the brick and possibly the application of shotcrete to the inside of exterior walls.

Seismic safety of the building was a major point of discussion by the task force throughout much of the planning process. A baseline scenario of the existing building was established prior to the development of options, with high-to-low options for cost evaluation. Feasible seismic upgrade scenarios ranged from the minimum code-required life-safety level up to an enhanced life-safety level upgrade to prevent significant damage to the building. Additional meetings to address public / task force concerns about seismic safety and soil conditions were held to inform and discuss possible risk scenarios.

The community has expressed the desire to have an emergency gathering point at the Concord site, and that will continue to be analyzed for viability in the next phase of work.

EVALUATION / RECOMMENDATION

The evaluation of concept alternatives based upon an agreed set of criteria allowed the task force and public participants to understand the opportunities and challenges of each potential design solution. Characteristics explored included

- Library and recreation identities;
- Program layout - efficiency and challenges;
- Historic impact;
- Open space impact;
- Parking / access impact,
- Operational impact; and
- Cost impact.

This provided the task force (and public, through survey feedback) the opportunity to conduct an informed evaluation of choices to reach a preferred design alternative to recommend to the BCC.

CONCORD SCHOOL, 1890; IMAGE CREDIT: OAK LODGE HISTORY DETECTIVES



NEEDS ASSESSMENT / PROGRAM SUMMARY

The design team utilized a range of input to inform initial program development from a variety of sources:

- Stakeholder focus groups
- NCPRD teen group
- Oak Grove Elementary School (for Spanish speakers)
- Good Roots Community Church
- In-person open house
- Online public survey
- Concord Task Force

A task force field trip to Firstenberg Community Center and Cascade Park Library in Vancouver, Washington (designed by Opsis and Johnston Architects) provided valuable context for subsequent programming discussions. The Concord Property, which holds fond memories for many residents, continues to serve the community. Children and adults continue to use the gym for recreation, events and performances, and classroom spaces are used for occasional meetings. Outdoor play field serve recreation league soccer and softball and provide space for NCPRD’s Movies in the Park during the summer months. The playground and basketball shed continue in use, and the property as a whole is enjoyed by dog walkers and people getting general exercise.

Clearly evident in many program discussions and public feedback was a strong desire for the Concord Property to be a community gathering place within the Oak Grove / Jennings Lodge area – a space for social interaction to strengthen the mind and body, make learning accessible to people of all ethnicities, ages, abilities and income levels, and a place that connects to nature.

SHARED OPPORTUNITIES

Placing a library, community center and park on the site created the need to balance all three needs. This meant it was a necessity to find opportunities for shared spaces to provide efficiency.

Both the Concord Task Force and staff noted the many competing programmatic elements that could be on the site – more than space would allow to function successfully. Public feedback highlighted the importance of providing indoor and

FIRSTENBURG / CASCADE PARK LIBRARY TASK FORCE TOUR



outdoor programs that support one another, meet the highest community needs, and are right-sized for success.

The community-driven nature of all three program components create abundant opportunities for shared space. Consideration of shared amenities was discussed at length with stakeholders and prioritized to share costs and resources. Collectively, the task force and public identified many possible shared spaces:

- Public meetings
- Arts & crafts space
- Entry, lobby, and circulation
- Lounge areas
- Restrooms
- Parking
- Outdoor events

LIBRARY PROGRAM PRIORITIES

Staff and community input identified distinct characteristics of the Oak Lodge Library collection. Existing collections were extrapolated using average densities of materials per square foot and materials per patron to arrive at target collection sizes. These were translated into areas per collection and tuned to match the target library size to align with the size dedicated for the Oak Lodge Library. Then, within the constraints of community preferences, the group was able to identify collection, seating and support/workroom spaces consistent with other library programs around the Northwest. In addition, the task force and public input identified a desire for a variety of spaces:

- Two small and medium-sized study spaces
- One medium-sized meeting room
- One large meeting room for programs and summer lunches
- Space for “Library of Things” / Tool Library
- Indoor / outdoor programs
- Space for library events such as readings and book signings
- Friends of the Oak Lodge Public Library display, sales and work area
- Library storage
- Indoor/outdoor connection for library programming
- Seed library

INDOOR RECREATION PROGRAM PRIORITIES

The Concord Property is valued by the Oak Grove / Jennings Lodge community, and it is a top priority for NCPRD to serve the recreation needs of the community. Retaining the gymnasium as a community resource was identified as a priority along with the opportunity to provide a large, state-of-the-art indoor gymnasium for year-round recreation, particularly because it does not currently exist within NCPRD’s assets. Program space needs were identified by NCPRD early in the programming process:

- Medium and small group exercise studios
- Retain existing gym
- Community room
- Open space
- District office and board room
- Storage areas to support recreation / event needs





An additional high-value recreation space identified through community input include consideration of a two-court gym, with a viewing area and locker rooms.

COMMUNITY PROGRAM PRIORITIES

Public input and feedback consistently identify the importance of the Concord site as a holistic community benefit. Spaces, which support community activities and social needs ranked high amongst the community:

- Multi-use / classroom training space for jobs, GED, language, and citizenship classes
- Informal community gathering and lounge spaces
- After-school programs
- Kitchen space for community use, cooking classes, and catering
- Arts and crafts and/or maker spaces
- Space for art display
- Indoor and outdoor community performance space
- Space to recognize Oak Grove / Jennings Lodge history
- Flexible spaces for tutoring, social service providers, and community needs
- Community shelter space for use during emergencies
- Teen space
- Coffee cart

PARK / OUTDOOR RECREATION PROGRAM PRIORITIES

Community stakeholders and NCPRD expressed a desire for balance between active and passive park area uses:

- Flexible open space for active-use events and youth soccer
- Walking trails / exercise loops
- Shade and tree canopy areas
- Natural habitat plantings
- Covered picnic area
- Universal-access playground
- Interactive water feature
- Formal and informal seating areas
- Amphitheater with seating
- Space for porta-potties and utility hookups
- Parking and loading areas

RECOMMENDED PROGRAM ELEMENTS

The preferred design alternative (total building area: 67,100 square feet) recommends program elements which best represent both public and staff priorities:

Library Spaces

- Service point / check out area
- General study area
- Children's area
- Teen area
- General collection
- General lounge / living room
- Periodicals
- History area
- Friends of Oak Lodge Public Library display / sale area
- Book drop
- Public computers and/or use of laptops in general lounge areas
- Public printer and scanner area
- Staff workroom
- Book processing area
- Seed library

Community Spaces

- Large meeting room
- Flexible use meeting room
- Multi-use space for arts & crafts
- Large divisible community meeting room
- Community kitchen
- Multi-use classroom
- Teen area

Activity Spaces

- Reception desk
- New large gymnasium

- Existing gymnasium and stage
- Flexible medium-size active use area
- Flexible large-sized active use area

District Administration Office

- Reception
- Three private office
- 16 open office stations
- Conference room
- Wellness room
- Staff lounge

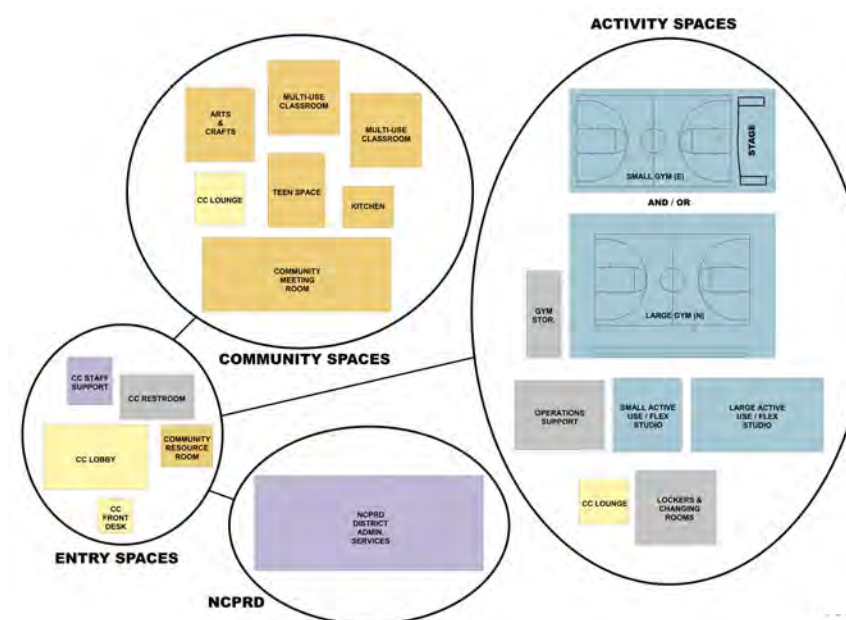
Building Support

- Entry vestibule, lobby and lounge areas
- Locker rooms
- Restrooms
- Storage

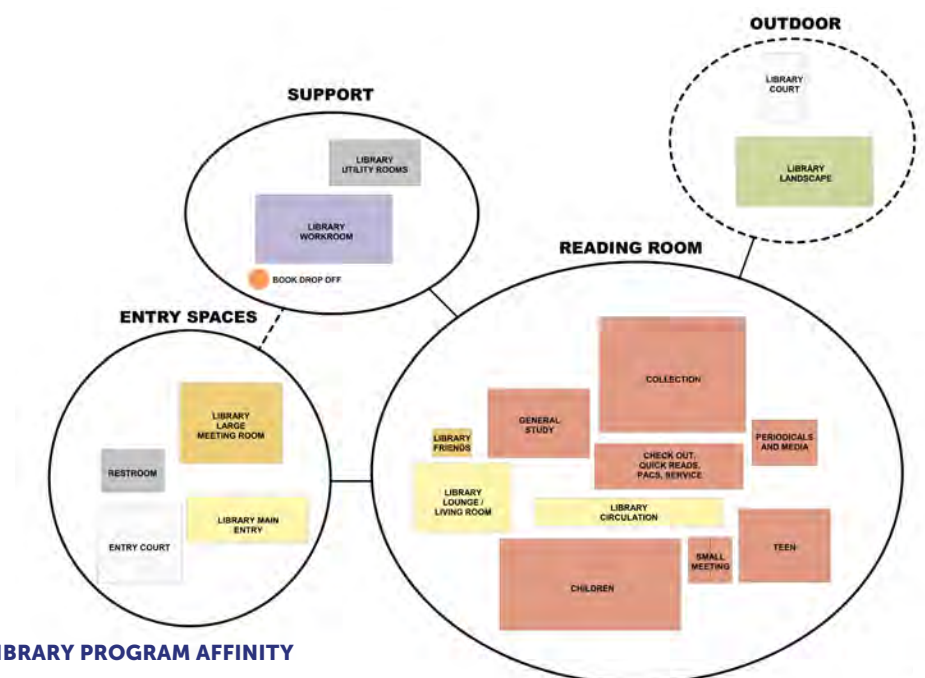
Park / Outdoor Recreation / Parking

- Play area
- Interactive water feature
- Picnic shelter
- Plaza
- Amphitheater with seating
- Open lawn for active space
- Grove of trees
- Loop trail
- Drop off visitor and staff parking spaces

A complete list of the recommended space components and associated square footages are listed in the Concord building program within the appendix.



RECREATION PROGRAM AFFINITY



LIBRARY PROGRAM AFFINITY

PREFERRED DESIGN ALTERNATIVE

The preferred design alternative is based on sharing uses between the Oak Lodge Library and NCPRD; meeting the programs of the library, community center, park, and NCPRD office and accommodating needs for vehicle parking and storm water management.

The design creates the largest park possible while also accommodating other needs. To achieve indoor programming needs, two additions are proposed – one for a two-court gymnasium and one for a large, adaptable library reading room.

SITE LAYOUT

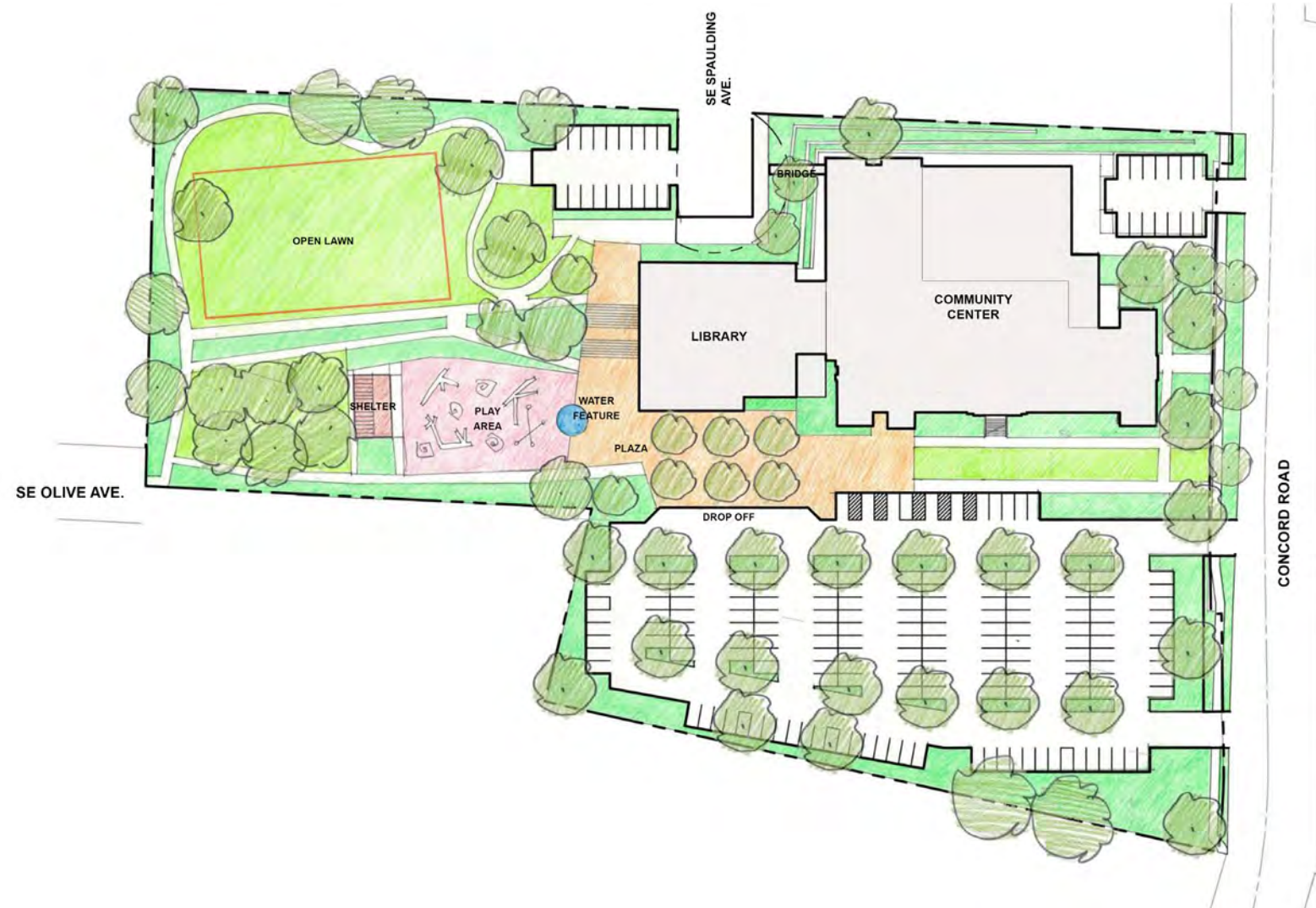
Open space in the site layout is an important amenity to provide for community spaces and unify the various site elements:

- A central plaza features a new shared entrance to the library, community center, and office. It also creates a flexible space for outdoor events and a gateway to the two-acre park which is located on the north east side of the site.
- The largest portion of the park is a multi-use space that can be used for events such as Movies in the Park and concerts as well as recreation youth soccer and casual play.
- The park includes a walking trail that wraps around the open space, universal play area near the plaza and picnic shelter, and a bosc of trees.
- Large trees and native planting will encircle the park to provide shade and habitat for small animals and birds.

The additions to the Concord Property were carefully considered:

- The volume of the two-court gymnasium addition will be positioned at the rear of the existing building in an underutilized location where it will have the least impact on the building.
- The library addition will be located north of the 1948 wing of the building where it will maximize use of the existing ground level with taller ceiling heights to serve library functions, and allow for a shared lobby for the library,

AERIAL VIEW LOOKING SW



SITE PLAN

community center and NCPRD administrative office. The library addition will also provide a prominent library identity and presence when viewed from SE Concord Road.

The library and community center will share an entrance:

- A new shared main entrance will be created at the ground level at the juncture between the original 1936 building and the 1948 addition. This new entry will provide universal accessibility from the arrival plaza with direct proximity to the vehicle drop-off and ADA parking. The existing monumental staircase will be preserved but de-emphasized and utilized for access to the existing gym for cultural and recreational events. Signage will help reinforce the fact that the monumental stair is not a regular entry except for special occasions.

Public parking is consolidated for efficiency and staff and service has separate parking areas:

- The main parking area is accessed from SE Concord Road and close by the library and community center entry for easy access and drop-offs
- A staff parking area with service access will be situated in the southeast corner of the site next to the gymnasium addition.
- A second service and staff parking area with a fire truck turn-around will be

located at the terminus of SE Spaulding Avenue east of the library addition.

- The service entry at SE Spaulding Avenue will include an elevated walkway to provide direct access to the kitchen, thereby serving the catering and load-in needs of the large community room on the upper floor of the community center.

BUILDING LAYOUT

Main Entrance

The Concord building will be a blended community center and library that maximizes the possibilities of co-location and the shared-use potential of the lobby, lounge, restrooms, and meeting spaces:

- The new ground level entry vestibule with extended canopy will create a welcoming entrance with an adjacent exterior book-drop.
- Upon entry, patrons will enter into a lounge and lobby space that connects the library, community center and NCPRD administrative office
- The existing stairwell and new elevator will provide clear wayfinding and convenient access to the upper level.



GROUND FLOOR PLAN



SECOND FLOOR PLAN

Ground Level

The NCPRD administrative office will be contained in the original west-facing wing with the reception / welcome desk positioned to optimize visual supervision of the main entry with sightlines to the hallway that leads to the restrooms, locker rooms and the two-court gymnasium addition. One shared meeting room will be accessible from both the NCPRD office and the lobby and another meeting room will be prominently located directly across from the office in the northwest corner next to the stairwell. Less acoustically sensitive spaces such as restrooms, locker rooms, storage, and mechanical and electrical rooms will be positioned under the existing gym directly across the hallway from the NCPRD office. This hallway will be secured from the main lobby and accessed primarily by NCPRD staff.

The library will combine the northern portion of the 1948 wing with the reading room addition:

- The existing north wing will be primarily occupied by the library with a secure library entrance, staff workroom, lounge with Friends of the Oak Lodge Public Library sale area, large meeting room, dedicated library storage, and mechanical room with separate mechanical units serving the library and community center.
- The primary service point, visible through an opening with large sliding doors, will have direct access to the workroom and offer unobstructed sightlines to the lobby and restrooms as well as visual monitoring of the library reading room and collection areas.
- Beyond the service point, the primary reading room will occupy the center and western portion of the addition.

- The teen area will be opposite the service point with popular materials and small conference rooms occupying the eastern portion of the addition along with the children's area tucked under a lower soffit area with clerestory above.

Upper Level

The upper level will be accessed directly from the lobby below via the existing stairwell and new elevator. There will be a two-story opening that visually connects the lower and upper lobbies. The community room with lounge area will be in the 1948 wing with a slightly elevated floor level accessed from stairs and the elevator that incorporates a mid-level stop. The divisible community room will have a catering kitchen, storage, restrooms, and support spaces nearby.

Recreation spaces will be contained within the original 1936 building, monitored by a reception and staff office area located adjacent to the two-story opening:

- The reception area will provide unobstructed sightlines to the stairwell, recreation spaces and the community room, and will also allow monitoring of the original main entry when it is open for community and recreation events.
- The existing gymnasium with stage will be retained and utilized for recreation activities and cultural and performance events. A lift will be incorporated to provide accessibility to the elevated stage platform.
- Teen space will be in the northwest corner of the building.
- Active studios will be located in the southern part of the existing building.
- Restrooms, mechanical, and gym storage spaces will be located at the southeast area of the building.

EXTERIOR CHARACTER

The two additions are planned and designed to be distinct yet compatible with the existing building. The existing 1936 and 1948 facades will be preserved with the massing of the additions below the roofline. The footprints of both additions will be setback from the existing west and south façades to emphasize the historic facades.

MAIN ENTRY





LIBRARY VIEW LOOKING SOUTH



LIBRARY VIEW LOOKING NW

To create an accessible entry with universal access, a new entry vestibule with extended canopy will be located at the juncture between the original 1936 building and 1948 addition.

- The simplicity of the entry canopy will balance the welcoming entrance while preserving the integrity of and not competing with the historic façade.
- This location will preserve the visual presence of the monumental staircase while providing direct access to the lower level by converting several windows into an accessible entrance.
- Locating the new entry north of the exterior staircase minimizes its impact as viewed from the southwest lawn and from SE Concord Road.

The two-court gymnasium addition includes a retaining wall to the east that will extend around the corner to the south as an exposed wall that is lower in height and deferential to the 1936 masonry walls. Upper clerestory windows will provide abundant daylighting for the gymnasium and reduce the scale of the gymnasium addition. A linear skylight, located between the existing and new gymnasium, will provide balanced daylighting for both the new addition and the existing multi-purpose gymnasium.

The volume of the library addition will include a one-story skylight between the existing building and the library:

- West of the skylight area will be a secure, west-facing library courtyard.
- The high volume reading room will nestle into the topography facing east, with meeting rooms and support spaces backed up to the retaining wall with clerestory windows above.

- Along the north exterior wall will be a stairway that connects the upper park to the plaza and fountain at the same elevation as the building entry.
- The west side of the building will open to the plaza with trees, landscaping, and seating areas.
- The vertical and varied modulation of brick on the existing building will inform the architectural character of the new addition.

SUSTAINABILITY / RESILIENCY

The site and building will integrate sustainability strategies into the design with the potential for LEED certification (a widely used green building rating system), with the level of certification to be determined:

- The site will include stormwater management and low maintenance strategies for the building, parking lot and landscaping with areas of native plantings.
- The structure for the library and gym additions are envisioned to be a steel frame with glulam joists and cross-laminated timber (CLT) or dowel-laminated timber (DLT) roof panels with integrated acoustical treatment.
- The roofs of the additions offer an ideal location and orientation for solar photovoltaic arrays.
- The possibility of installing highly energy efficient and comfortable radiant heating slabs for the library and gym will be explored during the subsequent design phases.
- Large trees and native planting will provide shade to mitigate greenhouse gasses and provide habitat for small animals and birds.

Resiliency, an important consideration for health and emergencies, will be reflected with automated entry doors and restroom fixtures sanitation stations, materials and finishes natural ventilation, and mechanical fresh air filtration systems. The large free-span gymnasium with adjacent restrooms and locker rooms has the potential to serve as an emergency shelter with the property serving as an emergency gathering area.

LARGE GYMNASIUM VIEW



PROJECT COSTS & FUNDING

THE TOTAL PROJECT COST FOR THE CONCORD PROPERTY REDEVELOPMENT INCLUSIVE OF THE COMMUNITY CENTER AND OAK LODGE LIBRARY RENOVATION/ADDITION, PARK, PARKING, AND ASSOCIATED SITE DEVELOPMENT IS ESTIMATED AT \$35.8 MILLION, ESCALATED TO SPRING 2022 CONSTRUCTION START – \$12.1 MILLION FOR THE OAK LODGE LIBRARY AND \$23.7 MILLION FOR THE COMMUNITY CENTER.

Total project cost includes site development, direct building costs, indirect construction costs (expenses not directly related to labor and building materials), and owner’s contingency. Since Oak Lodge and Gladstone Libraries share funding, cost for the Gladstone Library is also included in this report.

TOTAL PROJECT COST	GLADSTONE LIBRARY	OAK LODGE LIBRARY	NCPRD
TOTAL CONSTRUCTION	\$ 3,511,000	\$ 8,630,000	\$ 16,900,000
ESCALATION @ 5% PER YEAR	\$ 270,000	\$ 670,000	\$ 1,300,000
TOTAL CONSTRUCTION	\$ 3,781,000	\$ 9,300,000	\$ 18,200,000
INDIRECT COSTS @ 30%	\$ 1,134,300	\$ 2,800,000	\$ 5,500,000
TOTAL PROJECT	\$ 4.9 million	\$ 12.1 million	\$ 23.7 million

Direct construction costs were developed by Architectural Cost Consultants using cost-per-square-foot allowances for program elements combined with quantity take-off from the site-specific conceptual design.

- Unit costs assigned to specific program elements are based on a high quality, durable materials, integration of sustainable strategies, and specialized finishes appropriate to the public atmosphere associated with a community library.
- Site costs are based on the comprehensive site development plan that includes allowances for new sidewalks, utilities, paving and landscape.
- Total project cost includes indirect costs (also called soft costs) at 30% of the construction cost, including fixtures furnishings (including furniture, shelving, etc.) and equipment (FF&E), artwork, design and engineering fees, project contingencies, construction management, building permit fees, system development charges, testing and inspections. Indirect costs will be confirmed in the next phase of work.

FUNDING SOURCES

Development of the Concord Property will rely on a combination of separate NCPRD and Library funding sources, with Library funding shared between the Oak Lodge and Gladstone Libraries.

LIBRARY FUNDING SOURCES

The Gladstone Library and Oak Lodge Library funding sources are shared. The City of Gladstone is contributing \$200,000 per year of general fund revenue to support the Gladstone Library.

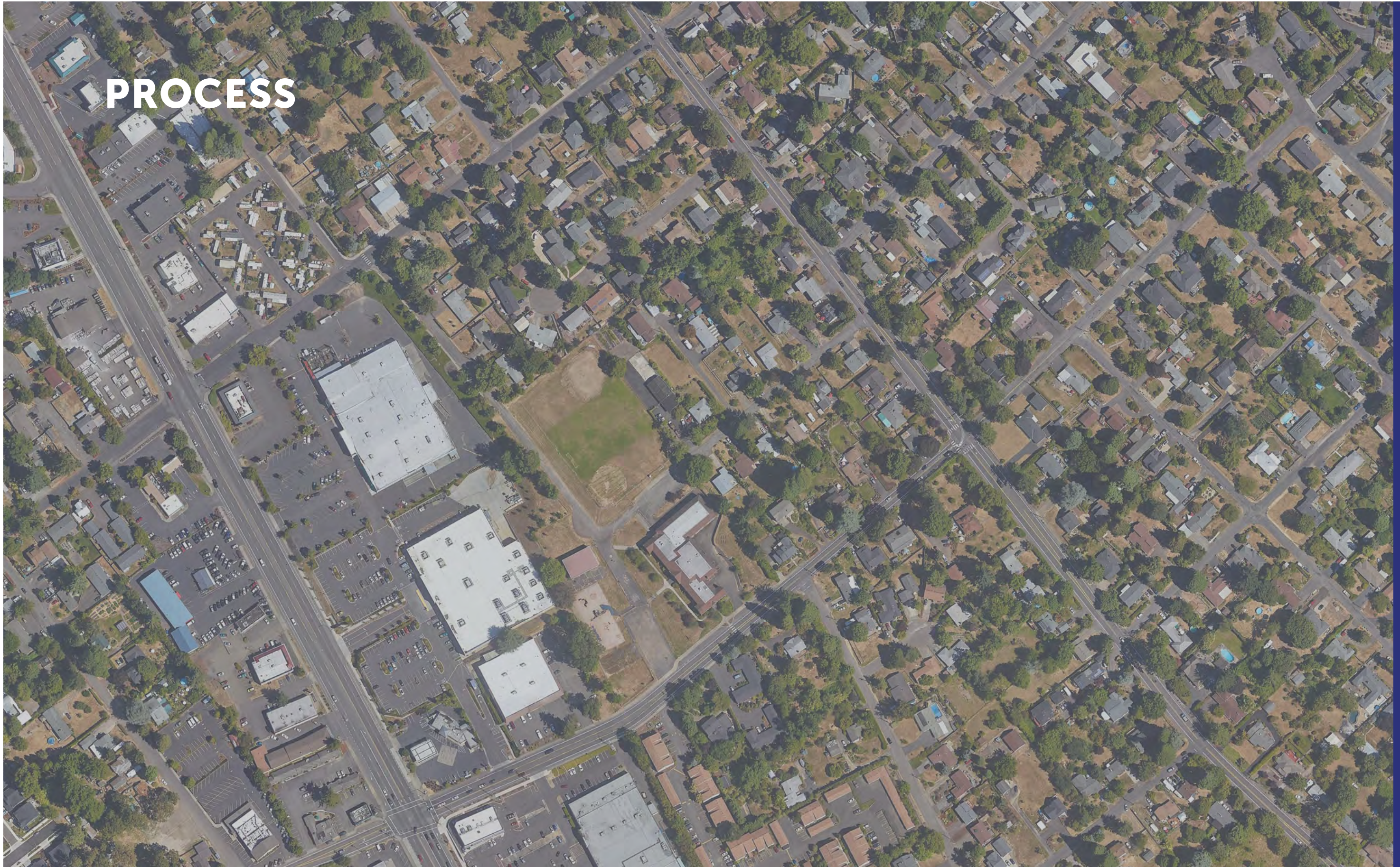
LIBRARY FUNDING SOURCES	
OAK LODGE LIBRARY RESERVES	\$ 2.9 million
CLACKAMAS COUNTY CAPITAL	\$ 1.0 million
OAK LODGE LIBRARY BEGINNING FUND BALANCE	\$ 0.6 million
LIBRARY REVENUE BOND, PAID BACK AT \$310,000 PER YEAR (NO VOTE REQUIRED)	\$ 4.2 million
TOTAL LIBRARY FUNDS	\$ 8.7 million
ANTICIPATED SHORTFALL – CLACKAMAS COUNTY BOND (NO VOTE REQUIRED)	\$ 8.3 million
ESTIMATED TOTAL LIBRARY FUNDS	\$ 17.0 million

NCPRD FUNDING SOURCES

Full funding for NCPRD’s portion of the project is still being explored. The project cost and funding will be aligned in the next phase of the work.

NCPRD FUNDING SOURCES	
METRO LOCAL SHARE (PARK)	\$ 1.0 million
GRANTS (PARK)	\$ 1.0 million
HOOD VIEW PROCEEDS	\$ 3.0 million
POTENTIAL PROPERTY PROCEEDS	\$ 2.0 - \$ 4.0 million
LIBRARY PROCEEDS	\$ 0.3 million
SDC'S	\$ 2.4 million
NCPRD RESERVES	\$ 1.8 million
REVENUE BOND, PAID BACK AT \$550K/YEAR (NO VOTE REQUIRED)	\$ 9.5 million
POTENTIAL SEISMIC GRANT (SHARED PROPORTIONALLY WITH LIBRARIES)	TBD
ESTIMATED TOTAL NCPRD FUNDS	\$ 21.0 - \$23.0 million

PROCESS



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CONCORD PROPERTY PROCESS

COMMUNITY ENGAGEMENT

DIVERSE MEMBERS OF THE PUBLIC ENGAGED WITH THE PROCESS TO LEARN ABOUT THE PROJECT AND PROVIDE FEEDBACK AND IDEAS THAT HAVE INFORMED THE PROJECT NEEDS.

A variety of outreach tools – in person events, on-line surveys, and open house, in-person meetings, and printed, virtual and word-of-mouth advertising through task force members and interested participants were used to gather community input.

In general, in-person events and focus groups, whether targeted to under-represented community groups or the general public, were not feasible during this phase because of the COVID-19 pandemic. Instead, outreach techniques were modified to focus on online engagement and other physically-distanced activities as mandated by public health directives. An online open house for the Concord Property was held in July-August 2020, with 269 unique visitors and 210 comments. Due to concerns about access to internet and computers, printed flyers (in English and Spanish) were distributed to locations focused on the under-represented community groups who were involved during the previous phase, including five free food delivery locations. Respondents had the option to take the survey online or ask for a shortened, printed survey with a postage-paid envelope to reduce participation barriers.

NEEDS ASSESSMENT/PROGRAMMING, FALL 2019

Outreach effort included a mix of in-person events, including an in-person open house with 350 attendees, an online and printed survey (in English and Spanish) with 434 participants. The project team held nine interviews, four meetings and one tabling event to reach out to under-represented groups, such as Spanish speakers, people with lower incomes, people without access to stable housing, teenagers, older adults, and parents of young children.

Key Themes

- Provide a variety of classes, activities, and events for all ages and people.
- Enhance opportunities to walk, bike, drive, and park, or take transit to the sites.
- Protect and enhance the natural habitat and wildlife.



CONCORD PUBLIC DESIGN WORKSHOP

- Preserve community history.
- Include low-income and under-represented people in meaningful ways.
- Make the library welcoming and accessible.
- Provide meeting rooms that can be used by the community.
- Provide safe spaces for children and teens.
- Create indoor and outdoor spaces for community events.
- Provide places to play and walk.
- Provide outdoor play area.

DESIGN WORKSHOP, FEBRUARY 2020

Task force members and the design team hosted a public design workshop for community members to express their preferences and priorities for the arrangement of program components on the site. A public design workshop was conducted at the Concord building utilizing a toolkit of the Concord site and paper cut-outs of the library, community center, NCPRD office and park program elements. The participants formed small groups to create a site plan and floorplan for the project with the cut-outs. Each group then shared their program priorities, challenges, and solutions with all participants.

Based upon the feedback gathered from the design workshop, the design team proposed seven schemes which represented a wide variety of options for consideration by the task force. Three design alternatives were selected by the task force to represent a range of feasible options for the public to consider:

1. Freestanding library
2. East addition for library
3. East addition for recreation

DESIGN ALTERNATIVES, AUGUST 2020

An online open house to gather feedback was held in which participants were shown each of the three alternatives, asked to share the features that they preferred, and select the alternative that best fit the needs of the community. The online open house and survey was framed by a set of decision-making criteria, developed from the community values identified by the task force.

Survey respondents preferred Option 2 (library as a north addition to the Concord building), with Option 3 (library and the community center in the same building) as the second choice, and Option 1 (freestanding library) as the third choice.

Key Themes

- Provide a balance of functions between the library, community center, and park.
- Keep the parking lot efficient so that it does not impact other uses.
- Preserve and maximize green space.
- Keep the old gym.
- Preserve the historic building and views of the Concord building.



balance
 inclusive parks
 historic
 parking **cohesive**
 outdoor recreation
 community-oriented
 accessible green space

EVALUATION CRITERIA

IN ORDER TO EVALUATE PROPOSED CONCEPT ALTERNATIVES, THE PLANNING TEAM WORKED WITH THE TASK FORCES TO ESTABLISH INDEPENDENT EVALUATION CRITERIA BASED UPON THE VALUES WHICH HAD BEEN IDENTIFIED AT THE BEGINNING OF THE PROCESS.

These were utilized for staff task force and public survey evaluations to rank each of the proposed design schemes as either high, medium or low.

CONCORD PROPERTY EVALUATION CRITERIA

- Provides a welcoming and inclusive community heart for generations to come**
 - Includes civic and community gathering spaces (meeting rooms, gym, plaza, etc.); will continue to be welcoming in the future
- Supports multiple functions and community needs**
 - Balances needs for library, gym and community center space; uses shared space appropriately for different uses
- Supports library activities**
 - Includes spaces and facilities to support a positive experience for library patrons; efficient layout for staff operations
- Supports community center/recreation activities**
 - Includes variety of spaces and facilities that support positive experiences for community members; efficient layout for staff operations
- Preserves the many histories of the community and the Concord property**
 - Respects and reflects the history of the current building and site, while meeting current and future community needs
- Provides diverse, inclusive and culturally-informed accessibility and access to services**
 - Allows for equitable access to all public facilities and programs by people with diverse physical and mental abilities, and various backgrounds and interests
- Provides stewardship of parks, natural and green spaces**
 - Offer a variety of outdoor recreation, play and nature opportunities; makes good use of available green spaces
- Reflects conscientious stewardship of funding**
 - Overall development cost; good value for the money; provides for cost-efficient operations
- Reflects outcomes that result from responsible community involvement**
 - In general, design concept takes into account input from the public and stakeholders

FOR FUTURE EVALUATION

- Incorporates sustainable practices, and a holistic view of community impacts in design, construction and operations**
 - Includes environmental and energy efficient techniques; indoor / outdoor connections

DESIGN ALTERNATIVES

DESIGN ALTERNATIVES WERE DEVELOPED BASED UPON THE MINIMUM PROGRAM REQUIREMENTS IDENTIFIED DURING THE NEEDS ASSESSMENT / PROGRAMMING PHASE OF WORK.

Various building orientations and configuration were explored resulting from investigating three library options:

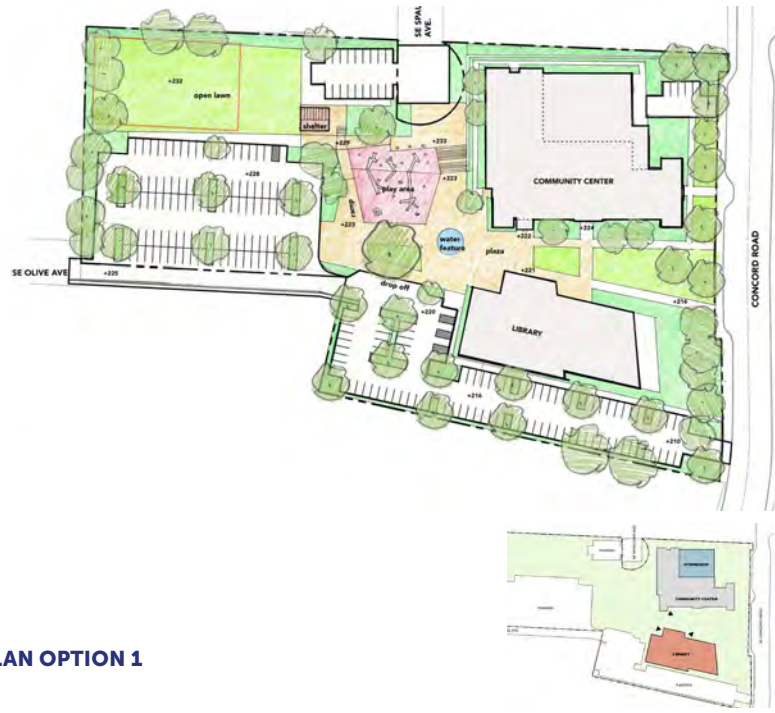
1. Freestanding building,
2. Addition, or
3. Located within the existing Concord building.

This resulted in the development of seven detailed options in order to evaluate the best configuration of program space on the site. Each design alternative

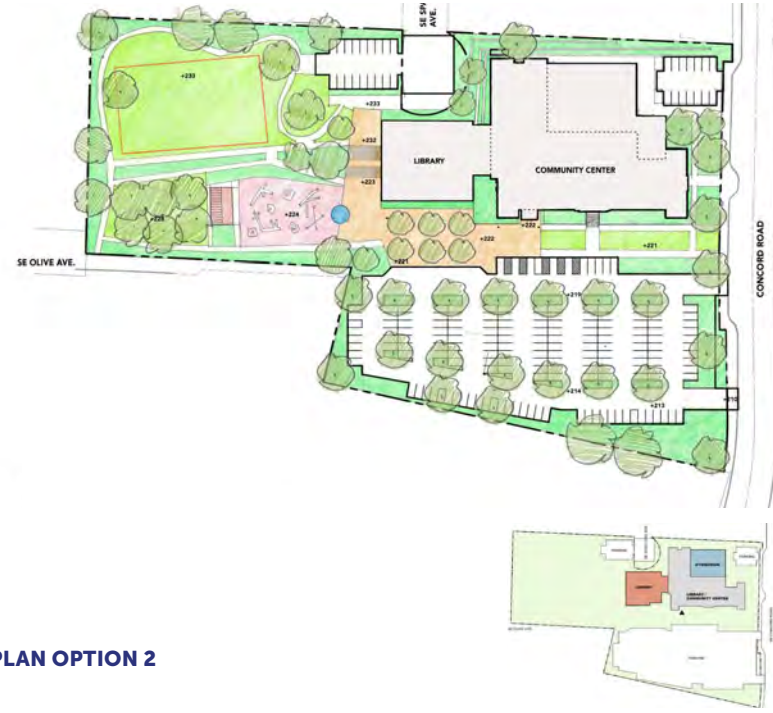
included floor plans, massing model views and perspective renderings to help task force members visualize the scale and impact of the facility.

Careful evaluation by the Concord Task Force utilizing the evaluation criteria previously established (green=high, yellow=medium, red=low) resulted in recommending that three options best represented feasible variations for further public input. (Full presentation of design alternatives can be found in the appendix.)

CONCORD EVALUATION CRITERIA	TASK FORCE SURVEY						
	Option 1A	Option 1B	Option 2	Option 3	Option 4	Option 5A	Option 5B
Provides a welcoming and inclusive community generations to come	High	High	High	Medium	Medium	Low	Low
Supports multiple functions and community needs	Medium	Medium	High	Medium	Medium	Low	Low
Supports library activities	High	High	High	High	Low	Low	Low
Supports community center / recreation activities	High	High	High	Medium	Medium	Low	Low
Preserves the many histories of the community and the Concord property	High	High	High	High	High	Medium	Medium
Provides diverse, inclusive and culturally-informed accessibility and access to services	Medium	High	High	High	High	Low	Medium
Provides stewardship of parks, natural and available open spaces	Low	Medium	High	High	High	High	High
Reflects conscientious stewardship of funding	Medium	Medium	High	Medium	Medium	Low	Medium
Incorporates sustainable practices, and a holistic view of community impacts in design, construction and operations	Medium	Medium	High	High	Medium	Medium	Medium
Reflects outcomes that result from responsible community involvement	Medium	High	High	Medium	Medium	Medium	Low
Incorporates opportunities for art and creative expression	High	High	High	Medium	Medium	Medium	Medium



SITE PLAN OPTION 1



SITE PLAN OPTION 2



SITE PLAN OPTION 3

RECOMMENDED DESIGN ALTERNATIVES

OPTION 1 - NORTHWEST FREESTANDING LIBRARY (Identified as Option 1B in 5/21 and 5/28 TF Presentations)

Features

- Total building area: 73,510 square feet
- Park: 0.8 acres
- Parking: 221 stalls
- Total project cost: \$32.04 million

Opportunities

- Distinct library and recreation identities
- Efficient library shape for capacity of materials
- Operationally-efficient library layout
- Preserves views of Concord building
- Provides new gym
- Gym addition clearly differentiated from Concord building
- Large community center

Challenges

- Separate facility entries
- Lack of shared uses
- Remote meeting room in Concord building
- Active-use space located above community rooms
- Compromises views of Concord building
- Dispersed parking layout with inconvenient access
- Requires SE Olive Avenue access
- Smaller park
- No loop trail
- Inadequate space for youth soccer field
- High construction cost

OPTION 2 - NORTH LIBRARY / EAST GYM ADDITION (Identified as Option 2 in 5/21 and 5/28 TF Presentations)

Features

- Total building area: 66,810 square feet
- Park: 1.8 acres
- Parking: 172 stalls
- Total project cost: \$23.9 million

Opportunities

- Distinct library and recreation identities
- Operationally-efficient library layout
- Maximizes shared uses
- Provides single, shared entry
- Retains historic nature of front façade
- Library and gym additions clearly differentiated from Concord building
- Library connected to plaza and park open space
- Provides new gym
- Upper-level community rooms
- Medium-sized community center
- Moderate park open space
- Adequate space for youth soccer field
- Efficient and convenient parking layout that does not require SE Olive Avenue access

Challenges

- Library addition obscures a portion of the 1948 addition
- Library addition blocks view and limits access to the rear parking area
- Library interior is less spatially differentiated
- Addition occupies a portion of contiguous park space

OPTION 3 - EAST LIBRARY ADDITION (Identified as Option 3 in 5/21 and 5/28 TF Presentations)

Features

- Total building area: 58,210 square feet
- Park: 2.0 acres
- Parking: 198 stalls
- Total project cost: \$27.5 million

Opportunities

- Library identity on SE Concord Road
- Retains historic nature of front façade
- Library addition clearly differentiated from Concord building
- Operationally-efficient library layout
- Library connected to intimate landscape environment
- Library interior is spatially differentiated
- Maximizes shared-use opportunities
- Single entry
- Large park open space
- Adequate space for youth soccer field
- Efficient and convenient parking layout that does not require SE Olive Avenue access

Challenges

- Long distance from primary service point to south end of library
- Need for greater acoustical attention between library and gym
- No distinct recreation identity
- No new gym
- Small-sized community center

KEY DECISIONS & RECOMMENDATIONS

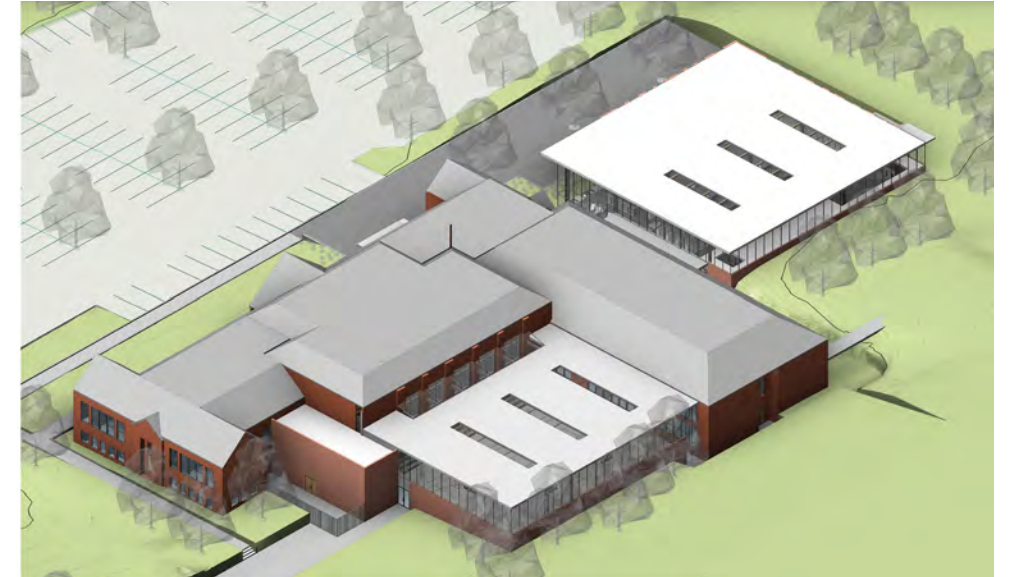
MILESTONES WERE ACHIEVED THROUGH SEVERAL KEY DECISION POINTS, BEGINNING WITH ESTABLISHING THE TASK FORCES AND APPROVAL OF THE OAK LODGE AND GLADSTONE COMMUNITY PROJECT TO PROCEED AS A JOINT PLANNING PROCESS BETWEEN THE DEVELOPMENT OF THE CONCORD PROPERTY / OAK LODGE LIBRARY AND GLADSTONE LIBRARY.

Key decisions during the planning process were made:

- Feb. 5, 2020: Concord Task Force informally approved the programing for the library, community center, park and NCPRD administrative office to be included for the design alternatives, with the goal of creating a balance of all three components on the site.
- July 2, 2020: The Concord Task Force voted unanimously that, based upon all the information gathered to date, the Concord property is a feasible location for the Oak Lodge Library. (The vote was necessary to meet the July 30, 2020 milestone of the 2019 intergovernmental agreement (IGA) between the County and the City of Gladstone, allowing the projects to continue the joint master planning process as established.)
- Sept. 24, 2020: Option 2 was selected unanimously by the Concord Task Force as the preferred design alternative. It is anticipated to be recommended to the BCC for consideration as the redevelopment concept for the Concord Property, representing the key decisions:
 - The library will be designed as an addition to the existing Concord building in order to realize shared opportunities and reduce capital and operational costs.
 - The park will provide a balance of right-sized passive and active spaces



AERIAL VIEW LOOKING SW



AERIAL VIEW LOOKING NW

to support the communities' desire for natural areas, recreation, and gathering / event spaces.

- Redevelopment of the Concord building will respect its historic integrity by preserving key features such as the original gymnasium and stage, and the former monumental entry staircase.
- The community center will retain the smaller gym for programming, recreational and cultural events, and provide an addition to accommodate a new, large gymnasium with properly sized courts, sideline setbacks, and spectator seating.
- The community center will be a balance between community and active-use recreation needs.

Representative of the value statements set forth by the Concord Task Force and through community engagement during the planning process, the focus of the design process should prioritize their recommendations:

- The design team will work with Clackamas County Planning staff to determine parking requirements.
- The design will, as a primary goal, reduce barriers in order to provide access to all members of the community.
- Structural upgrades will meet, as a minimum, the life-safety levels required by building and seismic codes and additional seismic upgrades will be built, if feasible.
- The design team and staff will continue to analyze the potential for some portions of the building to function as an emergency gathering place for the community.
- The design will honor the history of the Concord building and Oak Grove / Jennings Lodge.
- The design will illustrate culture through the integration of art.
- Sustainable design strategies will be evaluated for inclusion into the design.
- The design process should engage the community and underrepresented community members in the future design process.



NEXT STEPS

THE PROJECT WILL BEGIN DESIGN AND ENGINEERING AFTER THE MASTER PLAN IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS.

Construction documents are expected to be complete in fall 2021 so they can be submitted for permits. Construction start is anticipated for spring of 2022.

Task force members, the public and library staff gave the design team a list of items to review at the beginning of the next phase of design:

- Develop art and sustainability strategies.
- Define land use process with Clackamas County Planning staff
- Verify parking and access requirements.
- Refine structural seismic design.
- Initiate project coordination with State Historic Preservation Office (SHPO).
- Have an arborist analyze the trees, with special design attention on the White Oaks along the west property boundary.
- Finalize building layout and continue to develop building character through exterior and interior design, materials and finishes
- Select a contractor as soon as possible to inform cost and constructability throughout the process.

LIBRARY FEEDBACK

- Create exterior-access book drop adjacent to the main entry vestibule.
- Create a dedicated 15-minute parking stall for book drop.
- Provide additional single-user restroom in the library.
- Investigate gender-inclusive public restrooms design.
- Consider reducing the size of collection to ease additional staff requirements.
- Consider providing more patron seating / lounge space in lieu of collection stacks.
- Provide 3-4 study rooms to accommodate 2-4 people each for tutoring, and individual and group study.
- Provide flexible-use medium-sized meeting space for 12-20 people within the library.
- Consider COVID-related design solutions, including seating options, one-way movement patterns, mobile furniture, and hands-free access and device use.
- Consider a small number of moveable stacks in key location.
- Consider how daily deliveries will work.
- Consider how books arrive from the upper level.
- Consider how patrons will access after-hours pickup (e.g., outside lockers; key card access).
- Consider relocation of the Friends of the Oak Lodge Public Library display and sales area inside the library.
- Accommodate a shared-work area for Friends of the Oak Lodge Public Library within the library workroom.
- Reduce the number of self-check stations.

NCPRD FEEDBACK

- Develop existing grades with proposed park design.
- Identify the criteria and priorities for park design and select elements to support quality programmatic elements.
- Provide hardscape path around entire building for maintenance purposes.
- Develop clear wayfinding and signage to communicate with park patrons and in consideration of safety hazards.
- Provide space for portable restrooms and utility hook-ups for large park events.
- Consider opportunities for events and performances within the park amphitheater and plaza.
- Consider cost, maintenance and durability of permeable paving.
- Consider how mechanical and electrical services are shared between the library and community center for construction and operational costs.
- Investigate gender-inclusive design for public restrooms.
- Consider appropriate dedicated and shared spaces.
- Find opportunities for expanded storage.
- Provide direct restroom access from the large gym.
- Provide restrooms within the locker rooms.
- Provide the ability to lock down portions of the building as needed.
- Define operational scenarios for patrons using existing gym and active use rooms, considering wayfinding and exiting with regard to the exterior entry:
 - Open up the corner between north/south hallway and exterior stair entry at the 2nd level.
 - Utilize landscape design and pathways to discourage the exterior entry from feeling like the primary entry.
 - Consider providing access with a discreet gate system.
- Ensure the large community meeting room can accommodate NCPRD board meetings, related technology and a small sink/coffee area.
- In the existing gymnasium, maintain the hard surface flooring provide some level of stage lighting and acoustic treatment for events, and provide accessible access to the stage level.
- Consider the upper level as "all-recreation" zone.
- Consider COVID-related design solutions.

TASK FORCE FEEDBACK

- Preserve park space.
- Continue to balance library, community center and park needs.
- Continue to focus on exterior development of the additions and how they complement yet are distinct from the historic building.
- Create a place for the county historic archives in the Oak Lodge Library.
- Consider accessibility as part of the plaza stair design.
- Develop the kitchen layout to support community needs.
- Investigate if SE Spaulding Avenue right-of-way can be used for parking.
- Consider sustainable options for paving.
- Develop sustainable design solutions to address runoff during rainy months from adjacent east properties.
- Pursue purchase of vacated SE Olive Avenue property for better access to property.
- Prioritize maintenance for park elements.
- Balance active park elements with natural space.
- Avoid trying to do too much within the limited site area to allow for best success.
- Involve underrepresented communities.

Task Force review of the draft Master Plan report on November 12, 2020 resulted in additional comments for next steps:

- Provide further clarification of the task force role and public engagement processes moving forward.
- Clarify land use process and timelines related to accommodation of office space to better understand schedule implications.
- Define the role and extent of provisions for community theater / theater support spaces as part of the community center programming.
- Consider first floor area to support rehearsal area for community theater.
- Consider creative spaces and arts programming as part of the community center a higher priority.
- Prioritize park active sports and nature-oriented spaces.
- Consider other sites for league sports if they are not accommodated on the Concord site
- Investigate ways to minimize to size of the library addition to allow the greatest park area possible, with focus on natural areas.
- Identify the community kitchen as commercial to address a multitude of community cooking needs, particularly within underrepresented communities.
- Consider appropriate ventilation delivery / air exchange in mechanical design to address current and future health considerations.
- Consider design solutions for rapid evacuation from the building during a seismic event.
- Consider design solutions which respect the monumentality and views of the historic entry and stair of the Concord building.
- Incorporate gender-inclusive restroom design.
- Provide sufficient accommodations for all visitors - particularly families and children (age 5 and under), such as child-sized restroom accommodations, family restrooms (community center and library), lactation area, quiet spaces, stroller parking, and outdoor play spaces.

MASTER PLAN DESIGN RENDERINGS

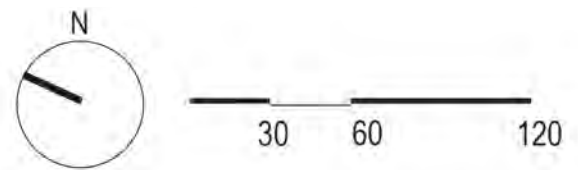
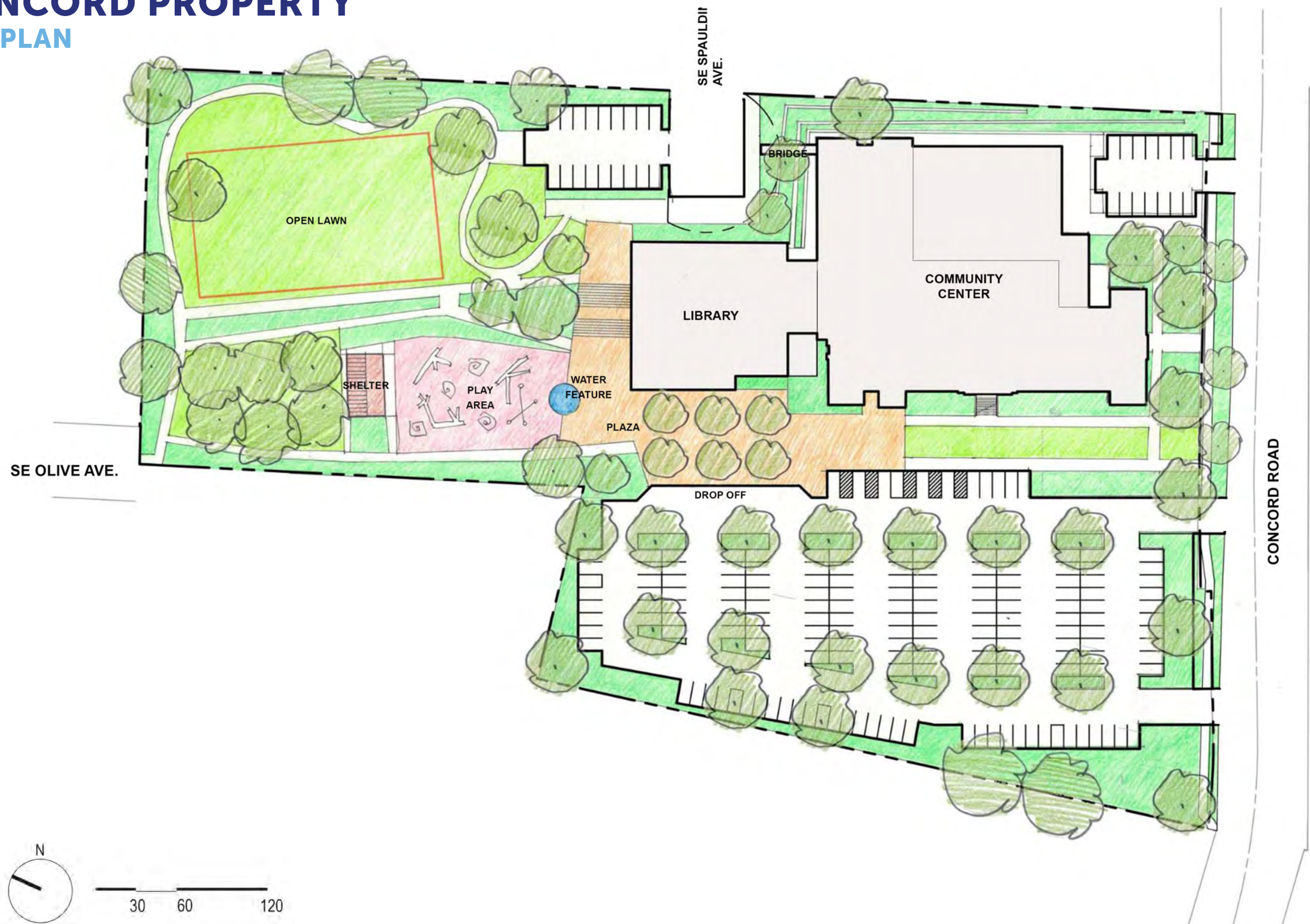


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CONCORD PROPERTY

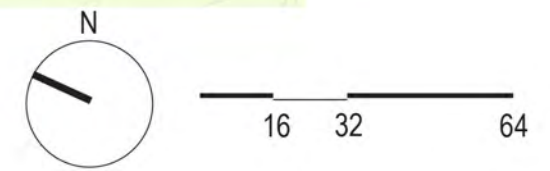
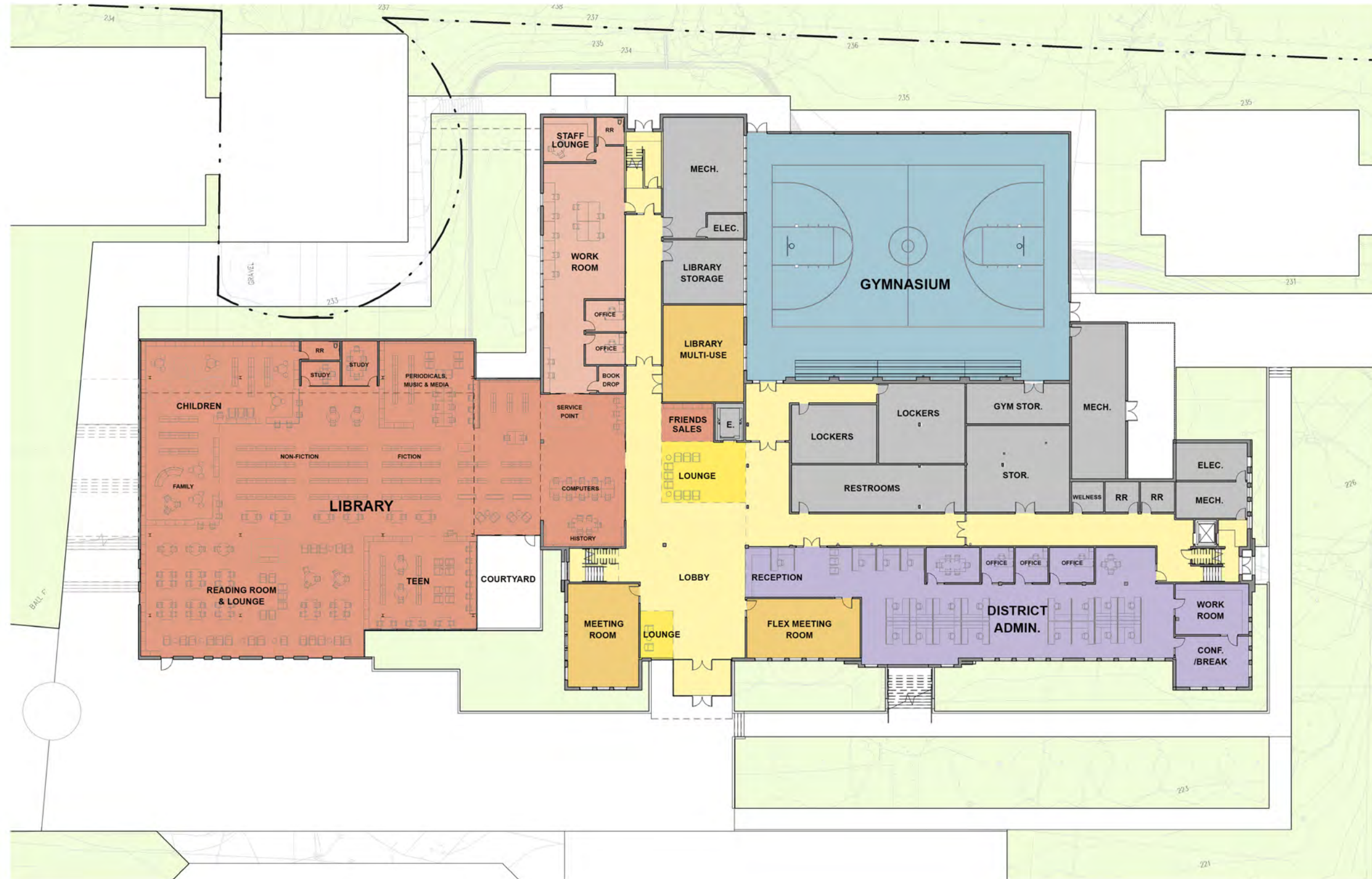
SITE PLAN

FINAL DRAFT



CONCORD PROPERTY

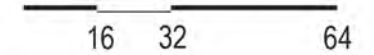
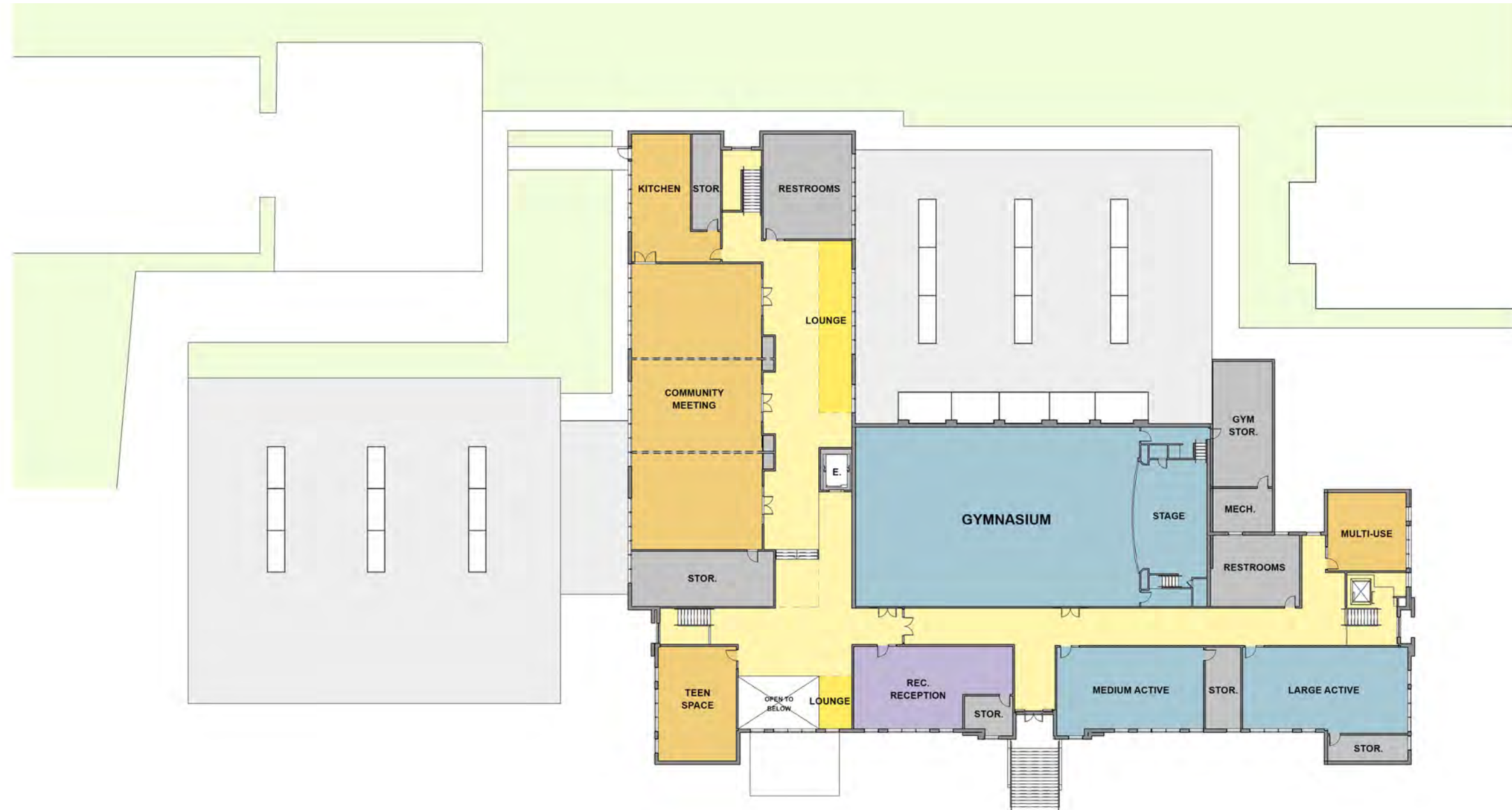
GROUND FLOOR PLAN



CONCORD PROPERTY

SECOND FLOOR PLAN

FINAL DRAFT



CONCORD PROPERTY

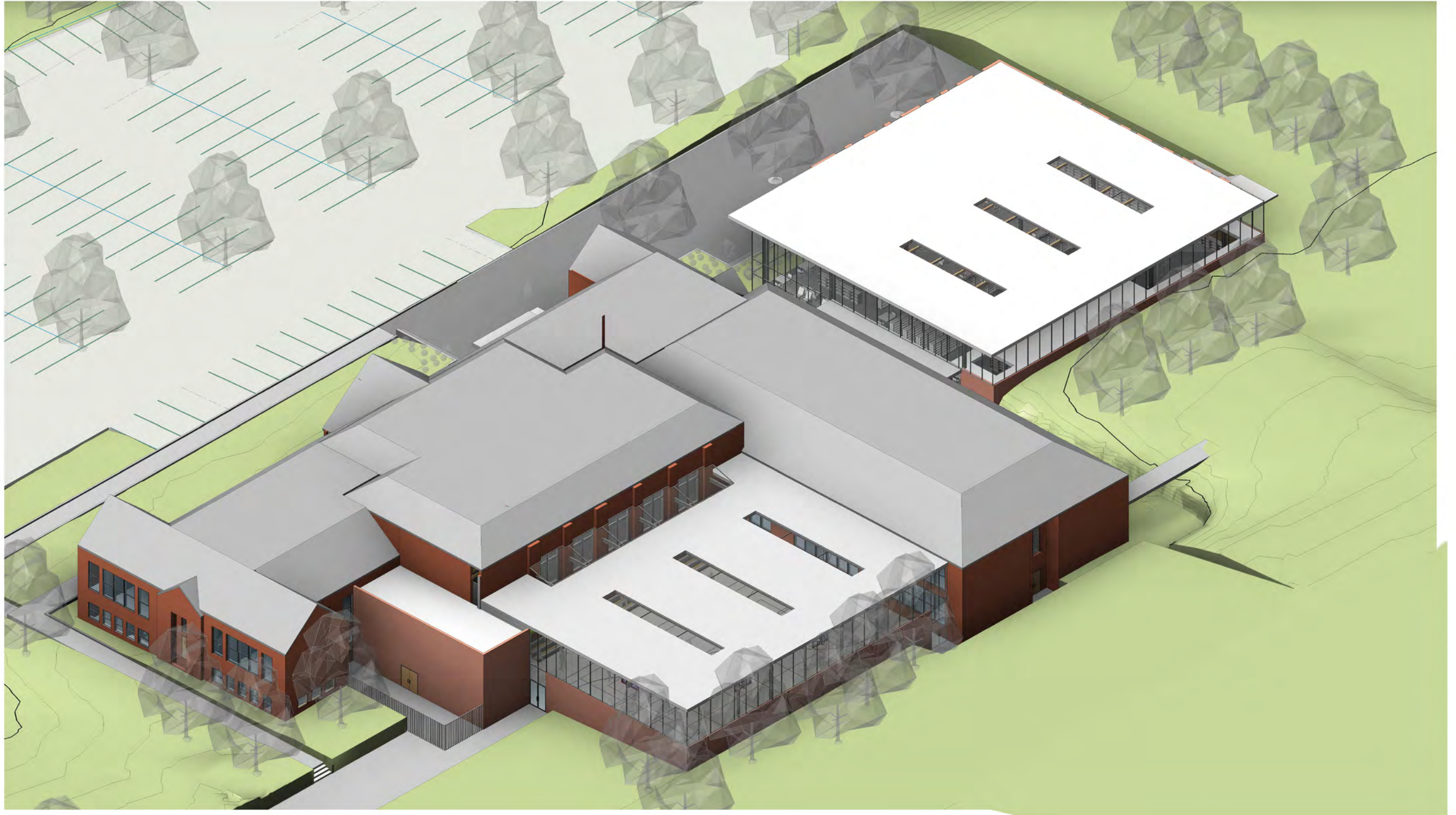
AERIAL VIEW LOOKING SW



CONCORD PROPERTY

AERIAL VIEW LOOKING NW

FINAL DRAFT



CONCORD PROPERTY

MAIN ENTRY & PLAZA

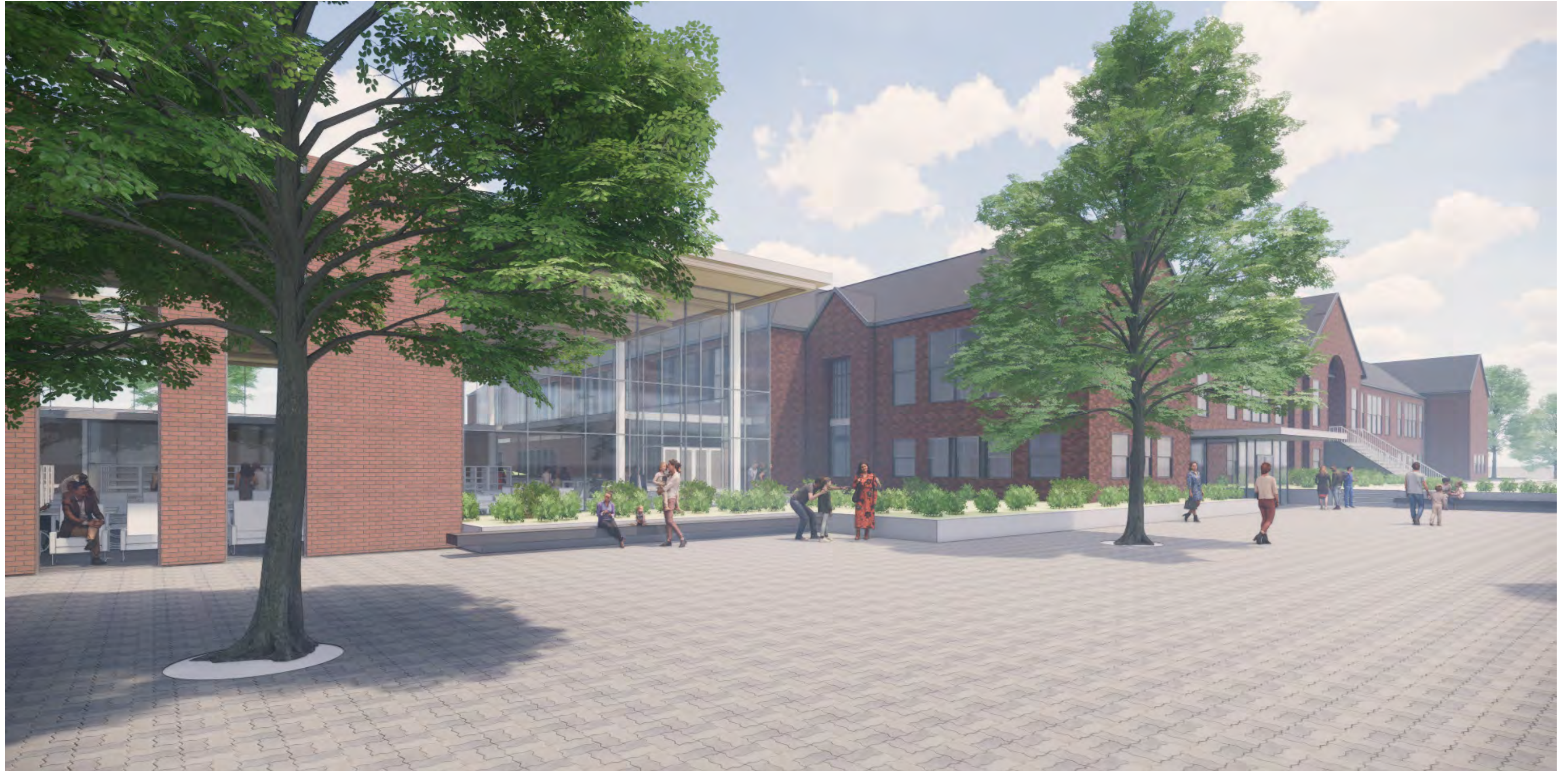
FINAL DRAFT



CONCORD PROPERTY

MAIN ENTRY PLAZA

FINAL DRAFT



CONCORD PROPERTY

LIBRARY VIEW LOOKING SOUTH



CONCORD PROPERTY

LIBRARY VIEW LOOKING EAST

FINAL DRAFT



CONCORD PROPERTY

LIBRARY VIEW LOOKING NW

FINAL DRAFT



CONCORD PROPERTY

GYMNASIUM VIEW LOOKING SE

FINAL DRAFT



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APPENDIX



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CONCORD PROPERTY

APPENDIX

ALL CONCORD PROPERTY APPENDIX ITEMS CAN BE ACCESSED AT:

<https://www.clackamas.us/communityproject#masterplanreports>

CONCORD PROPERTY AND OAK LODGE LIBRARY PLANNING TASK FORCE MEETING MINUTES / COMMENTS

NCPRD DEMOGRAPHIC ANALYSIS

PUBLIC OUTREACH (JLA PUBLIC ENGAGEMENT)

- PUBLIC INVOLVEMENT PLAN
- PHASE 1 PUBLIC OUTREACH SUMMARY
- PHASE 1 PUBLIC OUTREACH SUMMARY APPENDIX
- PHASE 2 PUBLIC OUTREACH SUMMARY
- PHASE 2 PUBLIC OUTREACH SUMMARY APPENDIX

CONCORD PROPERTY TECHNICAL ASSESSMENT:

- ZONING SUMMARY (THE BOOKIN GROUP)
- CIVIL ASSESSMENT (KPFF CONSULTING ENGINEERS)
- CONCORD BUILDING ASSESSMENT (OPSIS)
- CONCORD EXISTING BUILDING DRAWINGS (OPSIS)
- CONCORD PHOTO SURVEY (OPSIS)
- CONCORD PRELIMINARY BUILDING CODE SUMMARY (OPSIS)
- CONCORD BUILDING STRUCTURAL ASSESSMENT (CATENA CONSULTING ENGINEERS)
- CONCORD BUILDING STRUCTURAL DIAGRAMS (CATENA CONSULTING ENGINEERS)
- CONCORD BUILDING MECH/ELEC/PLUMBING ASSESSMENT (INTERFACE ENGINEERING)
- CONCORD LANDSCAPE ASSESSMENT (LANGO HANSEN LANDSCAPE ARCHITECTURE)
- CONCORD SCHOOL HISTORIC RESOURCE ASSESSMENT (ARG)

OAK LODGE AND GLADSTONE COMMUNITY PROJECT OPEN HOUSE SURVEY BOARDS (OPSIS)

CONCORD PROPERTY SITE ANALYSIS (OPSIS)

CONCORD PROPERTY DESIGN WORKSHOP COMMUNITY FEEDBACK (OPSIS)

CONCORD PROPERTY DESIGN ALTERNATIVES (OPSIS / JOHNSTON ARCHITECTS)

CONCORD PROPERTY CRITERIA EVALUATION – TASK FORCE (OPSIS)

CONCORD PROPERTY CRITERIA EVALUATION – PUBLIC SURVEY (OPSIS)

CONCORD PROPERTY MASTER PLAN PROGRAM – PREFERRED ALTERNATIVE (OPSIS / JOHNSTON ARCHITECTS)

CONCORD PROPERTY TRAFFIC IMPACT ANALYSIS METHODOLOGY MEMO (GLOBAL TRANSPORTATION ENGINEERING)

CLACKAMAS COUNTY-PROVIDED REPORTS:

- NCS D CONCORD ELEMENTARY SEISMIC UPGRADE LETTER
- NCS D CONCORD ELEMENTARY SEISMIC UPGRADE REPORT
- 2017 CONCORD PHASE 1 ENVIRONMENTAL ASSESSMENT (PBS)
- 2017 ASBESTOS ABATEMENT CLOSEOUT REPORT (PBS)
- 2017 LIMITED HAZARDOUS MATERIAL SURVEY (PBS)
- 2017 UST REVIEW (PBS)
- 2020 ALTA SURVEY – 3811 SE CONCORD RD (COMPASS LAND SURVEYORS)
- 2019 CONCORD PRELIMINARY GEOTECHNICAL REPORT (GRI ENGINEERS)
- 2020 CONCORD GEOTECHNICAL REPORT (GRI ENGINEERS)

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For more information about the Oak Lodge & Gladstone Community Project visit:

e communityproject@clackamas.us
w clackamas.us/communityproject

Opsis Architecture LLP
920 NW 17th Avenue Portland, Oregon 97209

opsisarch.com





January 14, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approve the Concord and Gladstone Master Plan Reports and Approve Staff to Work with the Community and Consultants to Complete Design and Engineering for the Concord Property and Gladstone Library

Purpose/Outcome	Approval by the Board of County Commissioners (BCC) of: <ol style="list-style-type: none"> The Concord Master Plan Report and the Gladstone Library Master Plan Report, as recommended by the Concord Property and Library Planning Task Force and the Gladstone Library Planning Task Force, respectively; and Staff moving forward to work with the community and consultants to complete design and engineering for the Gladstone library on the previous Gladstone City Hall site and Oak Lodge library on the Concord Property in preparation for construction to begin in spring 2022. (Board requests related to NCPRD will be brought to the BCC acting as the Board of Directors for North Clackamas Parks and Recreation.) 	
Dollar Amount and Fiscal Impact	FY 20-21, for Opsis' Contract approximately (scope of work has not been completed at this time): <ul style="list-style-type: none"> \$525,000 Oak Lodge Library \$212,000 Gladstone Library 	FY 21-22, for Opsis' Contract approximately (scope of work has not been completed at this time): <ul style="list-style-type: none"> \$875,000 Oak Lodge Library \$354,000 Gladstone Library
Funding Source	Oak Lodge and Gladstone libraries	
Duration	January 2021 – Spring 2022	
Previous Board Action/Review	<ul style="list-style-type: none"> 10/31/1985: Approval of Board Order 85-1221 which entitles the Library Board of Trustees to conduct studies to recommend to the BCC appropriate sites for the location of the library building or satellite facilities 10/16/2017: Approval of a Settlement Agreement with the City of Gladstone which requires the County to construct and operate two library facilities, one in the City of Gladstone and one in unincorporated Clackamas County 4/3/2018 and 6/26/2018 Policy Sessions: Concord Property and Library Task Force planning 10/9/2018, Policy Session: Project update 11/20/2018 and 1/8/2019 Issues/updates: Gladstone Library Task Force planning 10/9/2019 Business Meeting: Approved contract with Opsis Architecture LLP to create a master plan and conduct public outreach 	

	<ul style="list-style-type: none"> • 11/12/2019 Policy Session: Project update • 11/14/2019 Business Meeting: Approval on Consent Agenda of the Library Construction and Operation Intergovernmental Agreement with the City of Gladstone • 11/24/2020: Policy Session: Acceptance of the Gladstone Library and Concord Master Plan Reports and approval of staff to move forward to work with the community and consultants to complete design and engineering for the Concord community center/library and the Gladstone library
Strategic Plan Alignment	<ul style="list-style-type: none"> • Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities. • Designed with a lens of <i>Equity, Diversity and Inclusion</i> by engaging diverse audiences and maximizing access to libraries. • Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by building near alternative modes of transportation.
Counsel Review	12/8/2020 JM
Procurement Review	The item is a Master Plan; it is not subject to Procurement review.
Contact Person	Kathryn Krygier, Project Manager 503-867-2820
Contract No.	N/A

EXECUTIVE SUMMARY:

After more than two years of planning, designing, analyzing, and extensive community involvement, two hard-working task forces of dedicated, caring community members have each unanimously recommended a master plan—one for a new community center, library, park, and NCPRD administrative offices on the Concord site in Oak Grove and one for a new library in Gladstone. While the project is a joint project that includes NCPRD and, Oak Grove and Gladstone libraries, this requested Board action is for the library portions of the project; the North Clackamas Parks and Recreation portion of the project will be considered for approval in a separate action by the Board of County Commissioners acting as the Board of Directors of the North Clackamas Parks and Recreation District (NCPRD) during their December 17, 2020 Business Meeting.

BACKGROUND:

In October 2017, the County and City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries—a 6,000-square-foot facility in Gladstone for the Gladstone Library service area and an approximately 19,500-square-foot facility in the Oak Lodge Library service area in unincorporated Clackamas County. In a similar timeframe, NCPRD acquired three properties from the North Clackamas School District, including the Concord Property near the corner of SE McLoughlin Boulevard and SE Concord Road in Oak Grove.

Two community task forces—the Concord Property and Library Planning Task Force (Concord) and the Gladstone Community Library Planning Task Force (Gladstone)—began meeting in early 2019 to advise staff and the BCC on the planning process, community needs, and master plans for the Concord Property and Gladstone Library.

One of the first major challenges taken on by the task forces was to participate in the selection process for a consulting firm to create the master plans for the two sites. Opsis Architecture LLP (Opsis) was hired and led a four-phase master planning process:

- Phase 1: Technical investigation
- Phase 2: Needs assessment/programming
- Phase 3: Design alternatives
- Phase 4: Refine a preferred alternative to recommend to the BCC

The Gladstone and Concord Task force work on these phases included:

- Identifying community values to be used to guide decision-making and as the basis for criteria to evaluate design alternatives.
- Providing review and input on public engagement plans, including outreach to underrepresented communities and then participating in public open houses and design work sessions.
- Informally approving library, community center and park uses to be included in the design alternatives for their respective master plans.
- Unanimously agreeing it would be feasible to locate the Oak Lodge Library on the Concord site.
- Approving three design alternatives for their site to present to the community for review and input; then reviewing and considering their public input.

The Concord Task Force also went through a detailed decision-making process to determine whether it would be feasible to locate the Oak Lodge Library on the Concord site and, after a great deal of research, analysis and discussion, they unanimously agreed that it was feasible.

RECOMMENDED FINAL DRAFT MASTER PLANS

Gladstone Community Library Preferred Design Alternative

The preferred design alternative recommended by the Gladstone Task Force has a public plaza and corner entry at the intersection of Portland Avenue and E Dartmouth Street to create a strong civic presence in downtown Gladstone. It takes advantage of public areas that wrap around a light-filled interior courtyard, providing an indoor/outdoor experience for patrons. The interior spaces are efficiently organized to accommodate all of the necessary library functions in a 6,000 square-foot space.

Concord Property Preferred Design Alternative

The preferred design alternative recommended by the Concord Task Force balances the library, community center, park and NCPRD office needs with a highly efficient layout that includes a north addition to the Concord building for the new library and an east addition for a new gym. A central plaza that serves as a flexible space for outdoor events features a new shared entrance to the library and community center. Next to the plaza is a 2-acre park that features a play and picnic area, and a large lawn for events and recreation. The park is surrounded with large shade trees and natural plantings. Co-location of the library and community center allows for convenient

and efficient shared functions such as the lobby, community rooms, restrooms and other service spaces.

NEXT STEPS

- Implement an amendment to Opsis’ contract for design and construction documents, and public engagement (January 2021).
- Begin design and engineering work (January 2021).
- Solicit for and select a General Contractor for preconstruction services (spring 2021).
- Begin work on an Intergovernmental Agreement between NCPRD and the Oak Lodge Library to outline shared capital and operational expenses and procedures (ongoing – summer 2021).
- Begin construction (spring 2022).

Staff will return to the Board with regular updates about the project.

ESTIMATED TOTAL PROJECT COST FOR LIBRARIES

	Gladstone Library	Oak Lodge Library
Construction	\$3,511,000	\$8,630,000
Escalation @ 5% per year	\$270,000	\$670,000
Total Construction	\$3,781,000	\$9,300,000
Indirect Costs* @ 30%	\$1,134,300	\$2,800,000
Total Project	\$4.9 million	\$12.1 million

**Indirect costs include such items as design and engineering fees, permits, furniture, equipment, etc.*

ESTIMATED LIBRARY FUNDING SOURCES

Shared Library Funding Sources	
Oak Lodge Library reserves	\$2.9 million
Clackamas County capital	\$1.0 million
Oak Lodge Library beginning fund balance	\$0.6 million
Library revenue bond, paid back at \$310,000/year (no vote required)	\$4.2 million
Total Library Funds	\$8.7 million
Anticipated Shortfall – Clackamas County bond (no vote required)	\$8.3 million
ESTIMATED TOTAL LIBRARY FUNDS	\$17.0 million

RECOMMENDATION:

Approve the Concord and Gladstone Master Plan Reports and approve staff to work with the community and consultants to complete design and engineering for the Concord Property and Gladstone Library.

ATTACHMENTS:

1. Final Draft Gladstone Master Plan Report
2. Final Draft Concord Master Plan Report

Respectfully submitted,

Laura Zentner

Laura Zentner, Director
Business and Community Services

FINAL DRAFT NOVEMBER 2020



OAK LODGE & GLADSTONE COMMUNITY PROJECT

GLADSTONE LIBRARY MASTER PLAN REPORT



GLADSTONE LIBRARY

ACKNOWLEDGEMENTS

GLADSTONE LIBRARY PLANNING TASK FORCE

At-large members

Todd Anslow
Deborah Bokowski
Kristi Haller-Shaffe
Mei-Chen
Lauren McClintock, Vice-chair
Lisa O'Brien, Chair
Nancy Turner

Gladstone Library Advisory Board Members

Margaret Bertalan
Nancy Eichsteadt
Natalie Smith
Libby Spencer

Gladstone Library Foundation Advisory Board Members

Beverly Chase
Lani Saunders

Clackamas County Library Board of Trustees Member

Leslie Shirk

SPECIAL THANKS TO

Residents of Gladstone Library Service Area who contributed to the master planning process.

For more information, contact:
communityproject@clackamas.us

CLACKAMAS COUNTY

Board of County Commissioners

Jim Bernard, Chair
Sonya Fischer, Commissioner
Ken Humbertson, Commissioner
Paul Savas, Commissioner
Martha Schrader, Commissioner

County Administration

Gary Schmidt, County Administrator

Business and Community Services

Laura Zentner, Director
Allegra Willhite, Deputy Director
Liz Lawson, Administrative Specialist
Tracy Grambush, Financial Analyst
Kathryn Krygier, Project Manager

Gladstone and Oak Lodge Libraries

Mitzi Olson, Library Director
Robin Dawson, Library Supervisor
Kristina Wells, Librarian

Public and Government Affairs

Ellen Rogalin, Community Relations Specialist
Amber Johnson, Community Relations Specialist

CITY OF GLADSTONE

City Council

Tammy Stemple, Mayor
Thomas Mesereau, Councilor
Linda Neace, Councilor
Neal Reisner, Councilor
Randy Ripley, Councilor
Tracy Todd, Councilor
Matt Tracy, Councilor

City Administration

Jacque Betz, City Administrator

CONSULTANT TEAM

Opsis Architecture

Jim Kalvelage, Partner, FAIA
Jennifer Hoffman, Project Manager
Nada Maani, Project Architect

Johnston Architects

Ray Johnston, Partner, FAIA
Mona Zellers, Designer, Johnston Architects
Siyao Zhang, Designer, Johnston Architects

Lango Hansen Landscape Architect

Kurt Lango, Principal
Brian Martin, Landscape Architect

JLA Public Involvement (Community Engagement)

Allison Brown, Facilitator
Brandy Steffan, Outreach Project Manager

Catena Consulting Engineers (Structural Engineering)

Jared Lewis, PE, SE, Principal

Interface Engineering, Inc (Mechanical and Electrical Engineering)

Andy Frictl, PE, LEED AP, Principal
David Chelsey, PE, RCDD, LEED AP, Principal

KPFF Consulting Engineers (Civil)

Josh Lighthipe, Associate, PE
Nora Oaks, Civil Designer

ACC Cost Consultants (Cost Estimating)

McCabe Karcher, Senior Estimator

Architectural Resources Group (Historic)

Matthew Davis, AICP, Principal
Caitlyn Ewers, Architectural Historian and Preservation Planner

The Bookin Group (Land Use)

Debbie Cleek, Principal

Global Transportation Engineering (Traffic)

Dana Beckwith, PE, PTOE, Principal

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GLADSTONE LIBRARY

INTRODUCTION & EXECUTIVE SUMMARY

MASTER PLAN INTRODUCTION

THE OAK LODGE AND GLADSTONE COMMUNITY PROJECT (OLGCP) IS A COMPREHENSIVE PLANNING EFFORT FOR THE GLADSTONE AND OAK LODGE LIBRARIES, AND NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD) DIVISIONS OF THE CLACKAMAS COUNTY BUSINESS AND COMMUNITY SERVICES DEPARTMENT (BCS).

Together they envision a new library for the Gladstone service area, and a new library, community center, park and NCPRD administrative office for the Oak Grove/Jennings Lodge community.

Opsis Architecture and Johnston Architects, with their consultant team, led the planning effort through a year-long process, guided by robust community outreach and the work of two community task forces – the Gladstone Community Library Planning Task Force and the Concord Property and Library Planning Task Force. As ambassadors of community interests, the task force members informed the planning effort with their ideas and with feedback from the broader community.

This report summarizes the collective, collaborative effort between the design team, task force, community, and staff to jointly identify preferred master plans for the Gladstone site to recommend to the Board of County Commissioners (BCC).

MASTER PLAN SCOPE OF WORK

The master plan effort consisted of identifying project values; program, site and design alternatives, and concept designs for the two projects – one in downtown Gladstone and one in the Oak Grove/Jennings Lodge area.

The design team was asked to provide a master plan for a new 6,000-square foot Gladstone Library to serve residents of the Gladstone service area at the location of the former Gladstone City Hall at the corner of Portland Avenue and E Dartmouth Street.

The design team was also asked to provide a master plan for a new community center, park, and NCPRD administrative office for District residents to be

located at the site of the former Concord Elementary School (Concord Property) in Oak Grove. In addition, they were asked to determine if the Concord Property is a suitable location for a new 19,500-square foot Oak Lodge Library to serve the Oak Lodge Library service area.

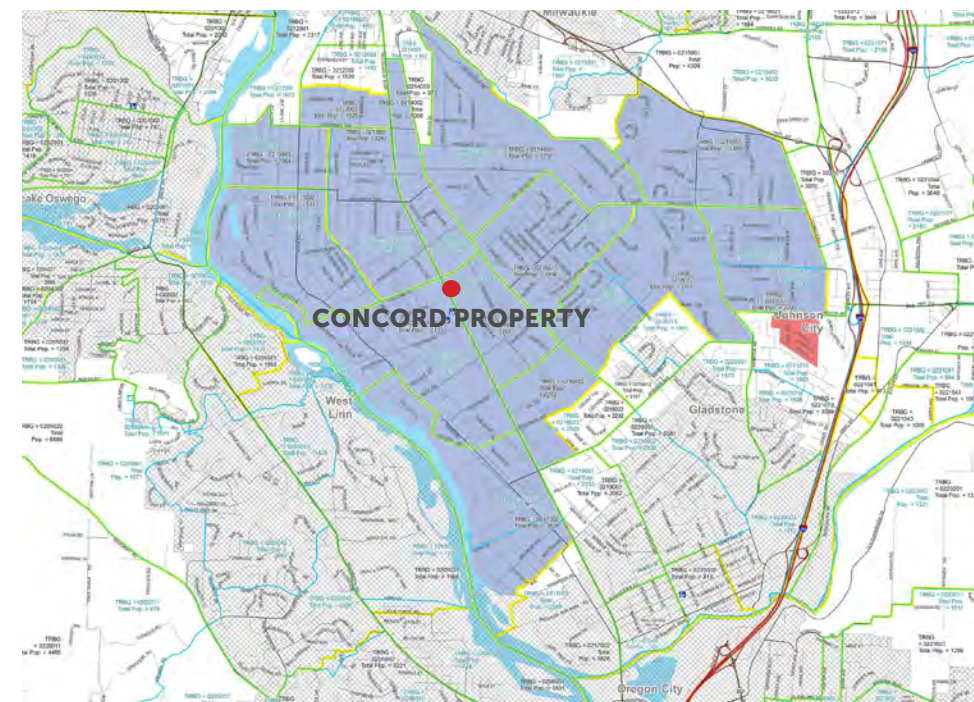
MASTER PLAN BACKGROUND

In October 2017, the County and City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries – a 6,000-square foot facility in the Gladstone Library service area and a 19,500-square-foot facility in the Oak Lodge Library service area. The agreement called for a “one library, two building” approach, with both libraries operated by

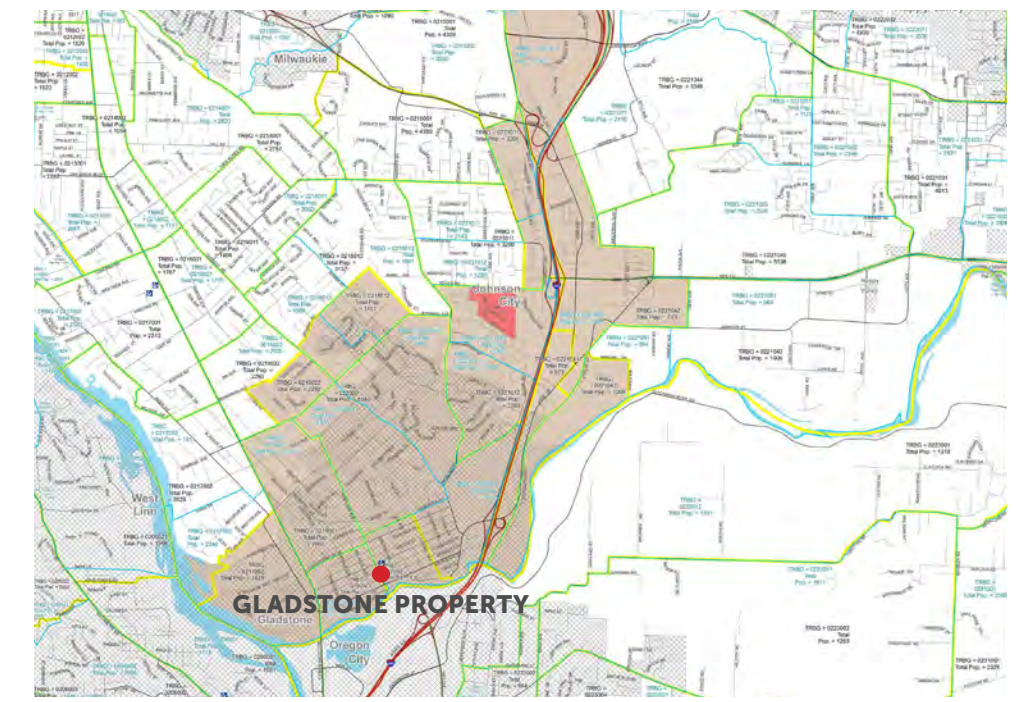
the county to achieve economies of scale and best provide library services to the residents of the Gladstone and Oak Lodge service areas.

In a similar timeframe, NCPRD acquired three North Clackamas School District properties, including the Concord Property in the Oak Grove/Jennings Lodge area of their District.

Since Gladstone Library, Oak Lodge Library, and NCPRD are all BCS divisions, it was decided to pool resources and use time and money efficiently by creating a joint process to plan for the Gladstone and Oak Lodge libraries and the Concord Property. A process outline was approved by the BCC in 2018.



OAK LODGE LIBRARY SERVICE AREA



GLADSTONE LIBRARY SERVICE AREA

GLADSTONE EXECUTIVE SUMMARY

A PRIMARY GOAL OF THIS STUDY WAS TO BRING FORTH A SHARED VISION FOR THE LIBRARY THAT BEST REFLECTS THE COMMUNITY'S VALUES.

The process define a library program, design alternatives, and a recommended preferred master plan design. That shared vision establishes a basis for developing capital development costs and funding.

COMMUNITY ENGAGEMENT

The robust community outreach effort included a high priority on reaching under-represented communities. Public involvement was conducted in two parts:

1. Capturing public input to inform the needs assessment/program; and
2. Providing specific feedback on the design alternatives.

A number of public outreach strategies were integrated to reach the widest audience. Public input ranged from in-person interviews with teens, residents and staff to an on-line open house. Project information and events were advertised via multiple methods, with a dedicated project website to share information, surveys and updates. The initial survey which was a joint survey with Oak Lodge, received over 400 responses. Over 30 people attended focus groups held at the Gladstone High School and Gladstone Center for Children and Families, and with the Gladstone Teen Advisory Group. Approximately 120 people provided feedback on the Gladstone design alternatives.

Public events were well-attended, but the Covid-19 pandemic did disrupt the community outreach process. Shifting a majority of the communication from in-person to virtual impacted the degree of input, but both the planning team and project stakeholders accommodated the change as successfully as possible. The project website became even more valuable as a two-way communication tool with the shift from in-person to virtual events.

GLADSTONE LIBRARY DESIGN WORKSHOP



VALUES

The Gladstone Task Force began the master plan process by establishing value statements and community needs. Representing many voices, the following approved value statements embody the core principles to guide decision-making through the planning process and establish standards against which project alternatives could be evaluated:

- Inclusivity
- Accessibility
- Shared community involvement and identity
- Stewardship of funding and natural space
- Respect of Gladstone's history, culture and creative spirit
- Sustainable thinking

SITE CONSIDERATIONS

- Located at the heart of Gladstone's downtown core within the Community Commercial zone, the new 6,000-square foot library will be built on the 9,000-square foot site of the former Gladstone City Hall at the prominent intersection of Portland Avenue and E Dartmouth Street.
- The project will reinforce the urban street character of downtown Gladstone and support the City's vision of a downtown "gateway" with the potential for art and intersection treatments to denote a sense of arrival to downtown Gladstone.
- The prominent site presents an opportunity to reflect a defining civic character to the City of Gladstone.
- No off-street parking will be required by development of the library.
- There is a level sidewalk on the south and west sides.
- The north side of the site is bounded by the fire station building wall and parking lot with a service area.
- The site of the adjacent apartment building is approximately six feet higher than the library site.
- Sidewalk improvements will be required on both Portland Avenue and E Dartmouth Street.
- The existing City Hall building will be demolished.

NEW GLADSTONE LIBRARY SITE (FORMER CITY HALL)



Downtown Revitalization Plan

GLADSTONE, OREGON

September 29, 2017



KEY CONSIDERATIONS

The primary goal of the project team was to provide the task force, public, and staff with design solutions for the Gladstone Library which will allow them to address the need for expanded library services within a compact footprint:

- Consolidate the current collection to reduce density and target collection growth.
- Consider flexible efficient ways to store materials and deliver service.
- Provide a library layout that supports efficient staff oversight.
- Consider future expansion potential.
- Provide flexible meeting space.

The task force highlighted the importance of reflecting the character of Gladstone and their connection to nature in the building:

- Reflect Gladstone's small-town feel.
- Express the civic character of a downtown public library.
- Celebrate Gladstone's local heritage.

The task force also noted reflecting Gladstone's character could provide opportunities for public art and sustainable building elements.

NEEDS ASSESSMENT / PROGRAM

Feedback provided through task force input, public open houses, and a public opinion survey showed a priority for creating flexible spaces as a way to



accommodate the current collection with provisions for expanded library space and program delivery.

The following list is a summary of preferred program needs:

- Flexible meeting space
- Dedicated areas for children and teens
- Private tutoring/meeting rooms
- Library Foundation sale and work areas
- Designated primary service point
- Book-drop with exterior access
- Holds area
- Self-check and public-access computers
- General collection area with reading and lounge spaces
- Staff workroom and support
- Convenient public restrooms
- Public computer area

DESIGN ALTERNATIVES

Three designs were developed based upon the program requirements and feedback from the public design workshop. Due to the small building footprint and site constraints, developing alternative layouts was primarily driven by the location of the main entrance and plaza, and open courtyards and landscape buffers. Three design alternatives were identified to be evaluated:

1. Portland Avenue Entry
2. E Dartmouth Street entry
3. Corner Entry

Evaluation of each design by the task force, public input and library staff resulted in unanimous support of the Corner Entry Option, which has a small public plaza at the intersection, good visibility from the north and east approaches, an interactive relationship to both streets and a public address on Portland Avenue.

MASTER PLAN - PREFERRED DESIGN ALTERNATIVE

The Corner Entry Option is both flexible and operationally efficient

- It takes advantage of public areas that wrap around a light-filled interior courtyard, providing an indoor/outdoor experience for patrons.
- A dedicated meeting space features access from a separate after-hours exterior entry, with the flexibility to expand into the children’s area for greater capacity for events.
- Children and teen areas have dedicated space separate from the primary reading room.
- A strategically located service point allows staff good visibility and supervision of all spaces.
- Private meeting spaces are centrally located off the main reading room.
- The Library Foundation sale area greets visitors on their way in and out of the building.
- The nearby staff workroom and support areas are located with direct access to E Dartmouth Avenue for deliveries and book drops.

The interior is envisioned as light and airy, and the library’s exterior will be designed to reflect and enhance Gladstone’s small-town feel and inseparable relationship to nature.

PROJECT COST

The total project cost for the Gladstone Library – inclusive of the building, site development, demolition, and contingencies – is estimated at \$4.9 million, based on a spring 2022 construction start. The Gladstone and Oak Lodge libraries will be built concurrently, if feasible and funding for the project is shared between the Gladstone and Oak Lodge libraries.

Funding Sources

The Gladstone Library and Oak Lodge Library funding sources are shared. The City of Gladstone is contributing \$200,000 per year of general fund revenue to support the Gladstone Library.

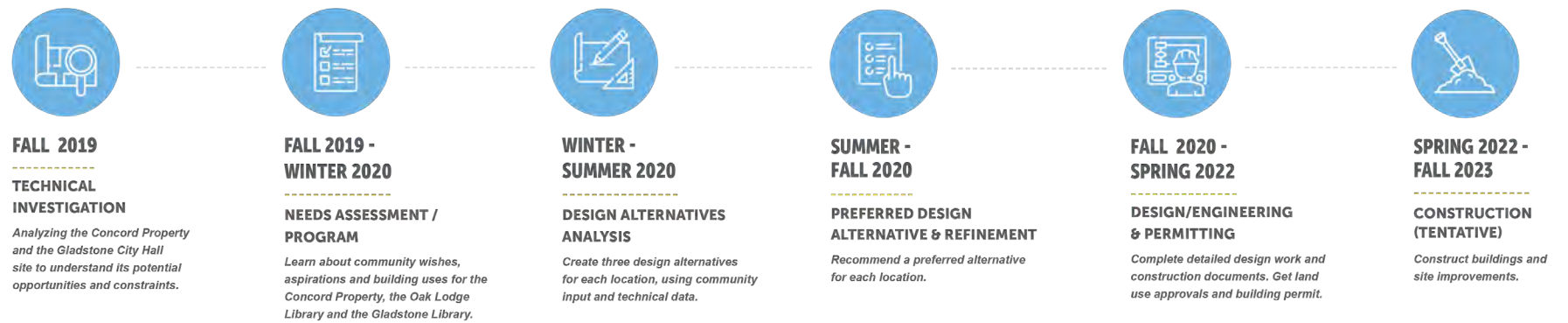
PROJECT COST

GLADSTONE LIBRARY	\$ 4.9 million
OAK LODGE LIBRARY	\$ 12.1 million
TOTAL GLADSTONE & OAK LODGE LIBRARY ESTIMATED COST	\$ 17.0 million

SHARED LIBRARY FUNDING SOURCES

OAK LODGE LIBRARY RESERVES	\$ 2.9 million
CLACKAMAS COUNTY CAPITAL	\$ 1.0 million
OAK LODGE LIBRARY BEGINNING FUND BALANCE	\$ 0.6 million
LIBRARY REVENUE BOND, PAID BACK AT \$310,000 PER YEAR (NO VOTE REQUIRED)	\$ 4.2 million
ANTICIPATED SHORTFALL - CLACKAMAS COUNTY BOND (NO VOTE REQUIRED)	\$ 8.3 million
ESTIMATED TOTAL LIBRARY FUNDS (SHARED)	\$ 17.0 million

PROJECT SCHEDULE



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PROJECT BACKGROUND



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GLADSTONE LIBRARY PROJECT BACKGROUND

PROVIDING THE GLADSTONE AND OAK LODGE LIBRARY SERVICE AREAS WITH ACCESS TO SAFE, MODERN LIBRARY FACILITIES, AND, FOR THE OAK GROVE AND JENNINGS LODGE AREA, IMPROVED ACCESS TO A PARK AND A MULTI-PURPOSE COMMUNITY CENTER, CREATES AN OPPORTUNITY TO ADDRESS THE NEEDS OF THE LIBRARIES AND THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD).

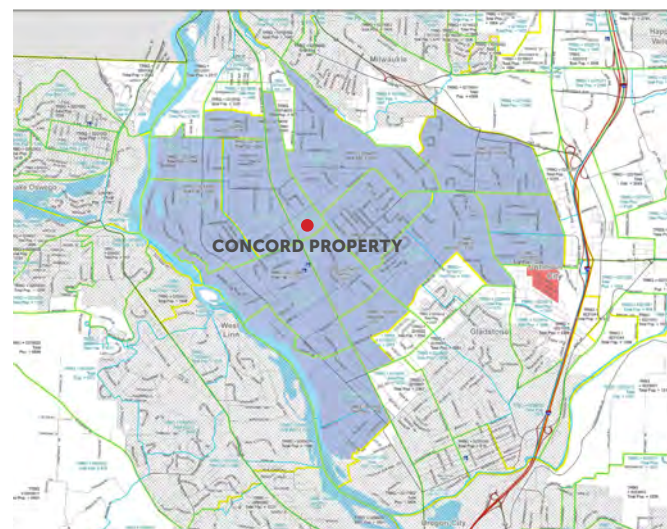
As a joint project, this supports the county’s strategic priorities by creating efficient use of resources and provides an opportunity for robust public engagement throughout the planning process.

The existing 5,100-square foot Gladstone Library currently serves over 21,000 service area residents with 6,100 registered borrowers. The Oak Lodge Library, currently located within a leased facility on SE McLoughlin Boulevard, serves over 31,000 service area residents with over 10,000 registered borrowers (2017/18 fiscal year counts). The sharing of library resources between the Gladstone and Oak Lodge libraries expands the capability of each branch to serve their individual communities.

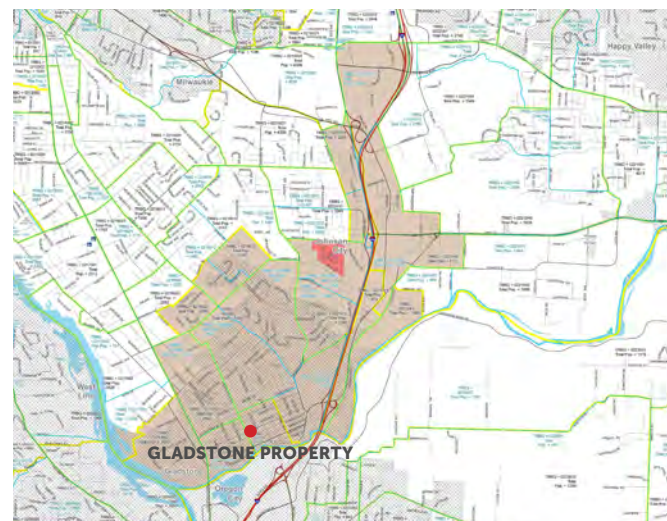
Within NCPRD, the former Concord Elementary School (Concord Property) was acquired the Oak Grove/Jennings Lodge planning area which serves approximately 25,000 people. Until purchase of the Concord Property, it had limited access to parks, indoor recreation, gym spaces, and community gathering spaces. In addition, NCPRD’s administration offices are currently located in leased space outside the District in Oregon City. Therefore, the Concord Property provides an important opportunity in the Oak Grove/Jennings Lodge area to address community needs, indoor and outdoor recreation opportunities, and library access in one comprehensive development.

HISTORY

IN 2018, IN ACCORDANCE WITH A PRELIMINARY OUTLINE FOR A JOINT PLANNING PROCESS APPROVED BY THE BCC, A GLADSTONE COMMUNITY LIBRARY PLANNING TASK FORCE AND A CONCORD PROPERTY AND LIBRARY PLANNING TASK FORCE WERE FORMED TO ADVISE STAFF AND THE BOARD OF



OAK LODGE LIBRARY SERVICE AREA



GLADSTONE LIBRARY SERVICE AREA



WESTERN PORTION OF NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

COUNTY COMMISSIONERS (BCC) ON LIBRARY MASTER PLANS AND THE PLANNING PROCESS, COMMUNITY NEEDS AND CAPABILITIES OF THE CONCORD PROPERTY.

The two task forces began meeting regularly in early 2019. Each task force selected two members to represent its interests on a 13-member committee that selected the design team led by Opsis. Beginning in fall 2019, joint task force meetings were held to increase project efficiency and information-sharing, with task force members informally approving the master plan scope of work. (Later in the process, the task forces began meeting separately to focus on their own unique projects.) Following approval by the BCC, Opsis began the four-phase master planning work:

PHASE 1: Technical investigation

PHASE 2: Needs Assessment / Programming

PHASE 3: Design Alternatives Analysis

PHASE 4: Preferred Alternative Refinement and Master Plan Report

This master plan document serves as the springboard for the design team as it progresses into full design phases, with construction anticipated to begin in Spring of 2022.

COMMUNITY ENGAGEMENT

COMMUNITY ENGAGEMENT GOALS

The master planning process placed a high priority upon the importance of robust community engagement. The process began with the development of the project's Public Involvement Plan (included the appendix), which reviewed past public outreach effort related to the libraries to form a more complete picture

of the community and to create a strategy for effective techniques within each area. This information was coupled with additional demographic research to help target specific populations who will use the facilities but were under-represented in prior planning and design projects. The plan was reviewed by the task force, which provided feedback and informal approval.

The design team held a variety of activities to obtain feedback throughout the process.

SUMMER 2019

- In-person/phone stakeholder interviews

FALL 2019

- In-person open house with opportunities to inform and gather input
- online public survey in both English and Spanish
- targeted outreach to identify underserved communities

WINTER 2020

- In-person design workshop for each project area
- targeted outreach to identify underserved communities

SUMMER 2020

- Online public survey (provided in English and Spanish)
- Targeted outreach to identify underserved communities

Project information and event advertisement took place via the project website, social media postings, press releases, meetings and announcements at community planning organization (CPO) meetings, along with postcards mailed to all residents in the project area, and flyer distributed at local businesses and government buildings, and with food bank deliveries.

The outbreak of the COVID-19 pandemic in March 2020 resulted in significant impact to all planned outreach and engagement activities. This external pressure negatively affected the options to conduct outreach and reduced the number



GLADSTONE LIBRARY DESIGN WORKSHOP

of participants in the design alternatives phase of the work, particularly with underserved community groups. The project team plans to expand targeted outreach effort in the next early design phase to obtain additional input, if feasible.

PROJECT SCHEDULE



FALL 2019

TECHNICAL INVESTIGATION

Analyzing the Concord Property and the Gladstone City Hall site to understand its potential opportunities and constraints.



FALL 2019 - WINTER 2020

NEEDS ASSESSMENT / PROGRAM

Learn about community wishes, aspirations and building uses for the Concord Property, the Oak Lodge Library and the Gladstone Library.



WINTER - SUMMER 2020

DESIGN ALTERNATIVES ANALYSIS

Create three design alternatives for each location, using community input and technical data.



SUMMER - FALL 2020

PREFERRED DESIGN ALTERNATIVE & REFINEMENT

Recommend a preferred alternative for each location.



FALL 2020 - SPRING 2022

DESIGN/ENGINEERING & PERMITTING

Complete detailed design work and construction documents. Get land use approvals and building permit.



SPRING 2022 - FALL 2023

CONSTRUCTION (TENTATIVE)

Construct buildings and site improvements.

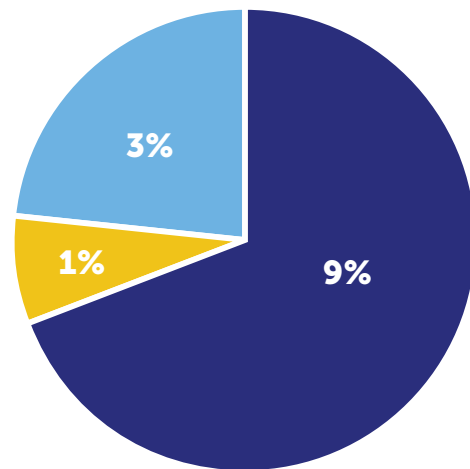
DEMOGRAPHICS

Specific localized demographic information informed the community engagement process. The study area for the joint project included both Gladstone Library service area (the City of Gladstone and unincorporated Gladstone) and the Oak Lodge Library service area, north to the City of Milwaukie boundary between I-205 and the Willamette River. US Census and local elementary school data was used to establish a well-rounded understanding of each community's racial, language and income demographics.

CENSUS DEMOGRAPHICS

- HISPANIC OR LATINO
- TWO OR MORE RACES
- BLACK OR AFRICAN AMERICAN

*PLEASE NOTE, ALL LISTED RACES BESIDES HISPANIC/LATINO ARE NON-HISPANIC. UNLISTED RACES WERE 0%.



CENSUS DEMOGRAPHICS FOR JOINT PROJECT

- Hispanic or Latino (of any race) - 9%
- Black or African American alone, non-Hispanic - 1%
- American Indian and Alaska Native alone, non-Hispanic - 0%
- Asian alone, non-Hispanic - 2%
- Native Hawaiian and Other Pacific Islander alone, non-Hispanic - 0%
- Some other race alone, non-Hispanic - 0%
- Two or more races, non-Hispanic - 3%

SCHOOL DEMOGRAPHICS

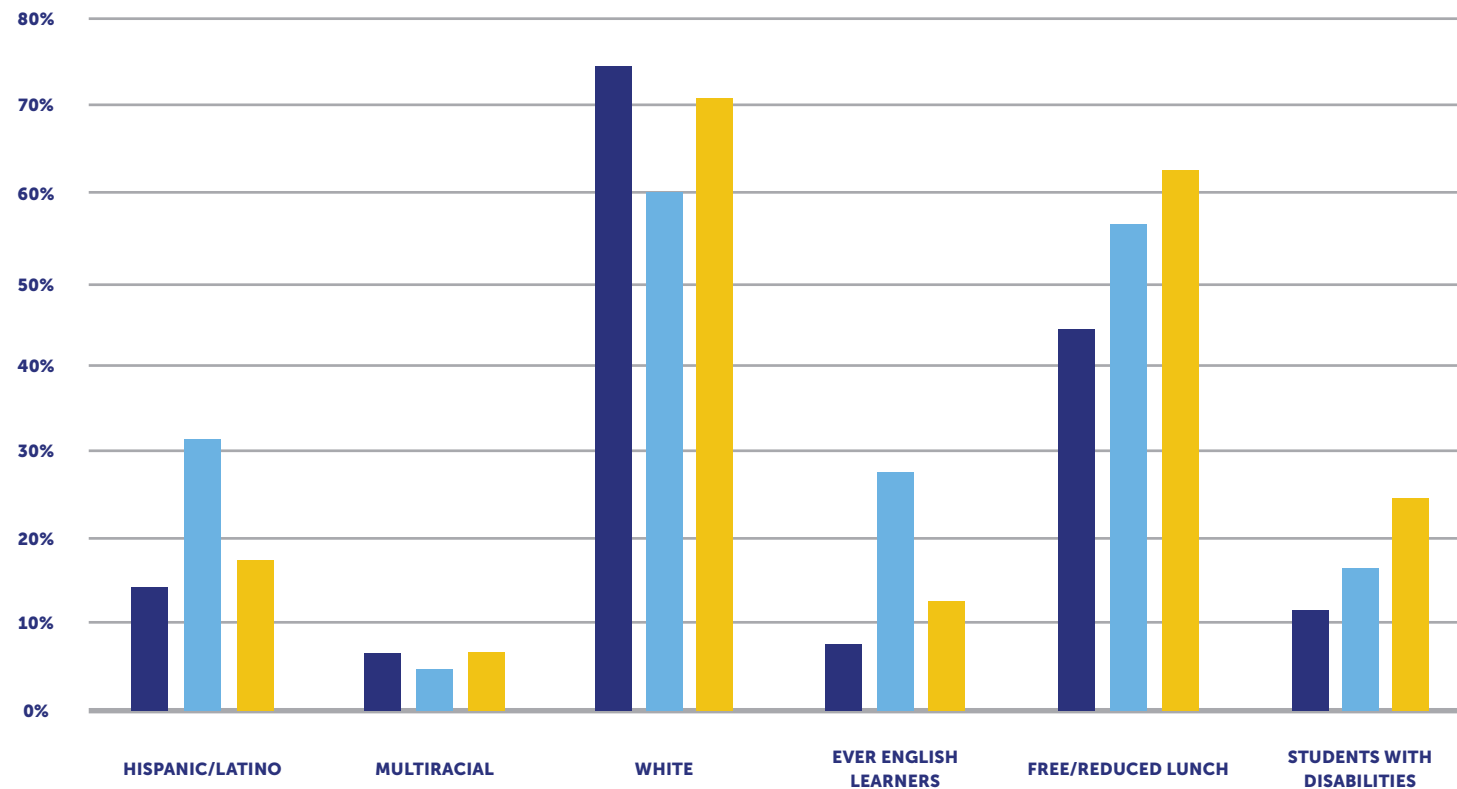
John Wetten Elementary School, Gladstone School District: 15% Hispanic/Latino students, 7% multiracial, 75% White; 8% ever English Learners; 10 languages spoken; 45% Free/reduced price lunch; 12% students with disabilities.

Riverside Elementary School, North Clackamas School District: 32% Hispanic/Latino, 5% multiracial, 60% White; 28% Ever English Learners; 8 languages spoken; 57% Free/reduced price lunch; 17% students with disabilities.

Oak Grove Elementary School, North Clackamas School District: 18% Hispanic/Latino, 7% multiracial, 71% White; 13% Ever English Learners; 8 languages spoken; 63% Free/reduced price lunch; 25% students with disabilities.

SCHOOL DEMOGRAPHICS

- JOHN WETTEN ES, GLADSTONE SD
- RIVERSIDE ES, NORTH CLACKAMAS SD
- OAK GROVE ES, NORTH CLACKAMAS SD



TASK FORCE VALUES

TASK FORCE VALUE STATEMENTS WERE ESTABLISHED EARLY IN THE PROCESS BY EACH TASK FORCE TO OUTLINE WHAT IS IMPORTANT TO EACH COMMUNITY.

Task force members were asked to identify what they and their community valued most as a guide to the creation of their future Gladstone Library. These values were confirmed and approved in subsequent meetings and became the basis for establishing the evaluation criteria against which design alternatives would be tested.

GLADSTONE LIBRARY TASK FORCE VALUE STATEMENTS

We Value:

- Recognition of the community's effort to bring a Gladstone Library to life for the entire service area.
- A flexible, welcoming, and safe facility where community member's can access technology and knowledge to promote learning, literacy, and shared assets for all people, regardless of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age marital status, family/parental status, or political beliefs.
- Nature, sustainability and livability through green space, natural light, art, walkability, and access to the outdoors.
- Affordable and easily accessible spaces, both large and small, that can be utilized by the entire community.
- The community's creative spirit through art programs and displays of community art.
- A shared sense of community identity where community members can share new, opportunities, and knowledge.
- Respect for and understanding of the rich history and culture of Gladstone.
- Responsible stewardship of public funds.



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RECOMMENDED MASTER PLAN



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GLADSTONE LIBRARY

RECOMMENDED MASTER PLAN

SITE ANALYSIS

LOCATED AT THE HEART OF GLADSTONE'S DOWNTOWN CORE, THE NEW GLADSTONE LIBRARY WILL BE BUILT ON THE 9,000-SQUARE FOOT SITE OF THE FORMER GLADSTONE CITY HALL AT THE INTERSECTION OF PORTLAND AVENUE AND E DARTMOUTH STREET.

The site is located directly north of the existing 5,000-square foot Gladstone Public Library and adjacent to and south of the Gladstone Fire Department. Until recently, the site was home to Gladstone City Hall. In 1941, when City Hall was built, it also accommodated a one-room library and the fire department. The new library will continue the historic and civic use of this site in downtown Gladstone.

CIVIC CONTEXT

The new library site sits in the middle of a mixed-use corridor that links civic and commercial uses to Gladstone neighborhoods, the Clackamas River, the Trolley Trail, and nearby communities. The site supports the vision for downtown Gladstone described in the 2017 Gladstone Downtown Revitalization Plan by developing a new public library as the focus of Portland Avenue, creating a catalyst for new development.

The library's new location expands the civic uses along the northern portion of Portland Avenue with the recently relocated City Hall, Police Department, and the Gladstone Civic Center. Other public uses along Portland Avenue are Gladstone High School, Gladstone Center for Children and Families, Gladstone Senior Center and Gladstone Post Office. Building the new library at this location also provides an opportunity to strengthen Gladstone's community-driven identity, unique character, and small-town feel, and is a critical step in creating opportunities for additional economic development within this stretch of the downtown core.

DEVELOPMENT / ZONING

The library site is zoned Community Commercial (C2). Library use is allowed outright within the C2 zone, which supports civic and commercial development on Portland Avenue. Title 17 of the Gladstone Municipal Code designates that building and siting design standards for new development are subject to design review.

Design review requirements specify attention to siting buildings to maximize solar access and to design buildings that are conducive to energy efficiency and conservation. Library development also requires compatibility with adjacent and surrounding land uses, and utilization of high quality exterior materials and finishes such as masonry, concrete, glass, wood or stucco. Emphasis is placed on having ground floor windows that provide at least 50% of the wall length and allow views into the public areas. Landscape requirements specify that a minimum of 15% of the lot area (1,350 square feet for this site) be landscaped.



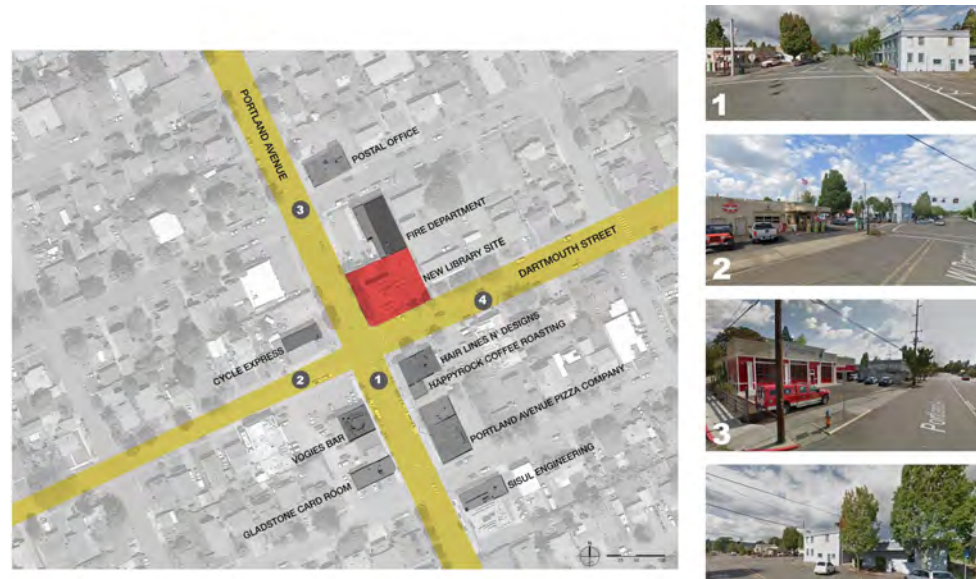
EXISTING SITE



CIVIC



ZONING



SITE CONTEXT

SITE CHARACTER / FEATURES

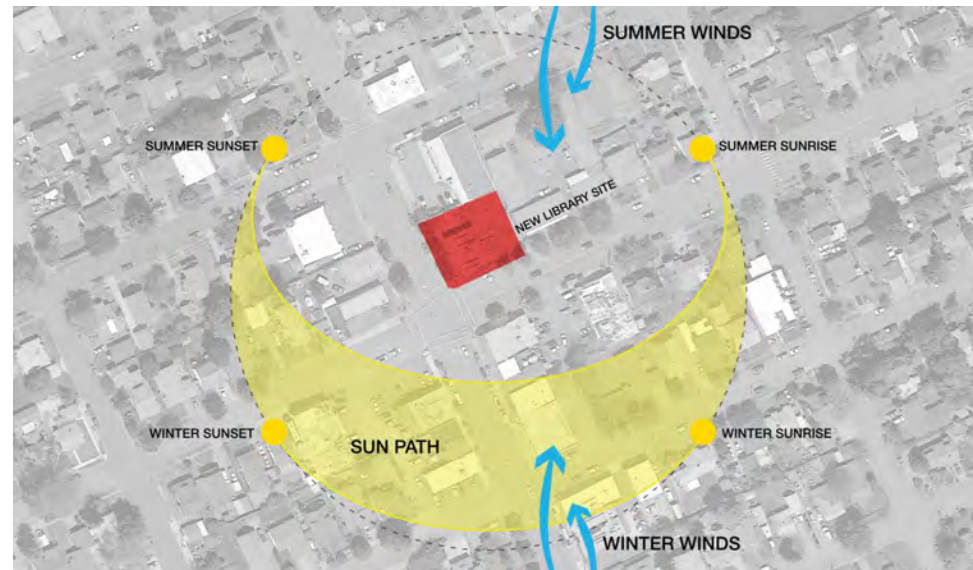
In this most urban-oriented area of Gladstone, the site reflects a low-scale downtown character along with the bulk of commercial activities along Portland Avenue. Of modest scale, the primarily one-story commercial buildings and surface parking lots front the 80-foot wide street. This width promotes faster traffic through downtown. The concentration of commercial businesses, coffee shops, bars and small restaurant establishments are interspersed with open surface parking lots, with the corner of Portland Avenue and E Dartmouth Street positioned at the most concentrated area of the downtown core.

Providing a public-oriented plaza space at this important crossroad between Portland Avenue and E Dartmouth supports the vision of a downtown “gateway node” with the potential for signage, monuments, art, intersection treatments, and future pedestrian-scale street improvements to enhance the sense of arrival for visitors.

The building on the site today is built on the property line, surrounded by a level sidewalk on the south and west sides, and partially bounded by the fire station wall and parking area to the north. The building retains up to six feet of adjacent grade along the east boundary, which allows for a walkway to the front-door entries of the residential complex next door. This grade and walkway will need to be accommodated within the proposed design solution for the new library.

CLIMATE

Due to the southwest orientation of the street grid, there is optimal solar access for implementing sustainable building strategies on this site. Techniques are recommended and planned that rely on daylighting from the north, filtering direct sunlight from the southwest during the summer months, and low sun angles during the winter. This will bring the greatest comfort for staff and patrons and avoid deterioration of the library collection during hot summer months. Natural ventilation can be enhanced by summer winds from the northeast and winter winds from the southwest.



CLIMATE

TRANSPORTATION AND SITE ACCESS

The site is well-served by multiple forms of public access through its position at the intersection of two major streets. Within walking distance of many nearby residential neighborhoods, the new Gladstone library will have ample pedestrian access from many directions. The site also has access to multi-modal transportation options, including three bus stops, two bicycle routes and the regional multi-use Trolley Trail nearby. These options connect the site to other transportation networks in the region and nearby natural features such as the Clackamas and Willamette Rivers.

Two-way vehicular traffic on both streets will allow library patrons to pull up directly to the site for book drop-off and pick-up. Similarly, the Clackamas County Library Network, which delivers books daily, will also be able to unload easily.

A recently-approved amendment to the Gladstone Municipal code (17.18.0070) that is supported by the Clackamas County Planning Commission, means that no additional off-street parking will be required because the library is replacing an existing civic/community use (a city hall) with a new civic/community use with no increase in floor area. This supports the city’s vision of using parking strategies to revitalize the downtown core by implementing parking management techniques such as time limits, construction of new off-site parking facilities, and shared-use agreements for parking lots. Considerable discussion within task force meetings was given to the subject of parking availability for the new library. Designation of 15-minute library-use only street-parking space is recommended to provide improved accessibility for library patrons.

No additional traffic demand for the site is anticipated until further development takes place within the downtown core. With the relocation of the City Hall and Police Department, trip generation in the area has been reduced, thereby lessening the traffic and parking demand.

EMERGENCY / FIRE ACCESS

Fire and emergency access needs are easily accommodated, with street access on two sides, a fire hydrant within the Portland Avenue right-of-way, and the convenience of the Gladstone Fire Department on the adjacent lot of the same block.



CIRCULATION

SITE UTILITIES

The site is well served by utilities – water, storm and sanitary are provided by Clackamas County Water Environment Services (WES). An 8-inch water main running along Portland Avenue and a 6-inch main running along E Dartmouth Street provide water service, and a gas line serves the property from Portland Avenue. Storm sewer lateral access is provided to the storm main on E Dartmouth Street. It is expected that the extent of redevelopment (greater than 5,000 square feet) will necessitate stormwater management requirements as determined by the City of Gladstone and WES. The approximate area for stormwater facilities will be equal to 6% of the impervious area of the site (approximately 360 square feet total).

Sidewalk right-of-way (ROW) improvements will be required on both Portland Avenue and E Dartmouth Street. The reconstruction will include separated sidewalks, street trees, and street lighting. Existing street trees will need to be examined by an arborist to determine their health; however, it is expected that the maples on Portland Avenue will be replaced and an additional street tree will need to be added to meet the E Dartmouth Street frontage requirements. Street lighting is already provided on both streets.

There is an underground storage tank (UST) within the E Dartmouth Street frontage, which will require decommissioning as part of site improvements.

SOILS

Recent subsurface geotechnical investigations utilizing boring samples (see appendix) taken near the site on both Portland Ave and E Dartmouth Street indicate that the site is typically mantled with sand and gravel overlying silt and clay with interbedded sand layers. Some fill was encountered on the E Dartmouth Street boring at a depth of about five feet. Groundwater was not encountered but is expected at depths of about 20-25 feet. Traditional foundation design (column and wall-type spread footings) in firm undisturbed native soil or compacted structural fill is expected to be required.

GLADSTONE SITE OPPORTUNITIES / CONSTRAINTS

Site analysis revealed that the opportunities presented by the former City Hall site generally outweigh known and anticipated constraints; a majority of which were known prior to the onset of the planning process.

CONTEXT
(ZONING, PUBLIC AMENITIES, ECONOMIC DRIVERS)

OPPORTUNITIES	CONSTRAINTS
<ul style="list-style-type: none"> The location supports the envisioned Gladstone Downtown Revitalization Plan concept by providing a civic use which may catalyze other development within the downtown core. The civic, community nature of the project is good transition between civic, commercial, and residential contexts. The site is located in pedestrian-friendly downtown business district. The library continues and revitalizes the civic-use pattern on Portland Avenue. The site is nearby many public amenities (coffee shop, grocery, gas station, etc.). The library has the potential to have a Positive economic impact on nearby businesses. The property size is compatible with adjacent properties. The proximity to the existing library may aid the transition from the former location to new location. 	<ul style="list-style-type: none"> No constraints were identified

SITE CIRCULATION / TRAFFIC
(TRANSIT, BIKE, CAR, PEDESTRIAN)

OPPORTUNITIES	CONSTRAINTS
<ul style="list-style-type: none"> The location supports development of a downtown “gateway node” as part of the Gladstone Downtown Revitalization Plan with potential for signage, monuments, art, and intersection treatments. The location provides optimal public access at primary downtown intersection of Portland Avenue and E Dartmouth Street. The site is located on two bike routes, bus routes, and the Trolley Trail. There is public street access on two sides. The site is walking distance for neighbors. Recent approval by the Gladstone City Council of a Gladstone Municipal Code amendment will require no additional off-street parking than the previous City Hall use. Street parking is available. 	<ul style="list-style-type: none"> The small site area creates challenges to accommodate building, landscape requirements and on-site loading spaces.

CLIMATE

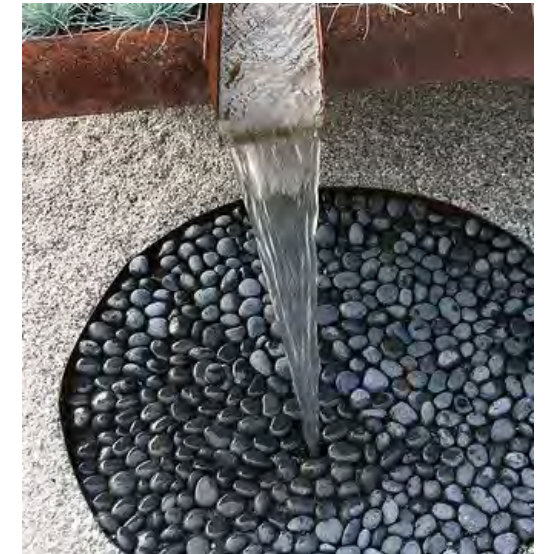
OPPORTUNITIES	CONSTRAINTS
<ul style="list-style-type: none"> Good solar access provides opportunities for renewable energy. 	<ul style="list-style-type: none"> Solar exposure is potentially challenging for staff and collect ons. Wind exposure is higher due to position of building on site.

SITE HISTORY
(SITE USE, BUILDING USE, BUILDING STRUCTURE)

OPPORTUNITIES	CONSTRAINTS
<ul style="list-style-type: none"> The location restores a library use on the original 1940 library site. The site provides opportunities through art and culture to display site history. The location continues the historic pattern of civic use along Portland Avenue. 	<ul style="list-style-type: none"> Demolition of existing building will be required to make way for the new library. SHPO Historic Review may be required prior to demolition of City Hall due to age of building in continued public use. Hazardous materials and an underground storage tank (UST) will need to be removed.

SITE CHARACTER / FEATURES
(VIEWS, VEGETATION, GRADE)

OPPORTUNITIES	CONSTRAINTS
<ul style="list-style-type: none"> The site provides an opportunity for a high-visibility public plaza, art, or monument at an envisioned downtown gateway point of arrival. The corner site allows for a more visible building than an infill site The level grade is benefit for construction an accessibility. 	<ul style="list-style-type: none"> The higher grade along east property line will require a retaining wall. The adjacent south wall of the Fire Station will need to be accommodated within the library.



KEY CONSIDERATIONS

THE PRIMARY GOAL OF THE PROJECT TEAM WAS TO PROVIDE THE TASK FORCE, PUBLIC, AND STAFF WITH DESIGN SOLUTIONS FOR THE GLADSTONE LIBRARY WHICH WOULD

- Address the need for expanded library services within a compact footprint;
- Provide much-needed dedicated and flexible meeting space within the new library;
- Reflect the character of Gladstone and the many histories it represents;
- Provide opportunities for public art; and
- Provide a book sale area for the Library Foundation.

Those solutions would then provide the opportunity to evaluate the alternatives in order to make an informed recommendation to the BCC of a preferred master plan.

COMPACT FOOTPRINT

With the “one library, two building” approach of the Gladstone and Oak Lodge libraries, it is important to each community to have their own collection. The 6,000-square foot size of the library – determined by an agreement between the city and the county – is a small increase from the current 5,100-square foot library building.

With an average check-out rate of 138,000 items per year, there was also a focus on the need to find creative ways to do more in less space. Various options were considered for efficiency.

Consolidate the collection to reduce density and allow for targeted collection growth. Based upon an evaluation of the current collection, the heavily-used library has a collection higher than that for current library planning. Library staff has been culling the collection to refresh and reduce little-used, duplicate and irrelevant materials. In the new library, this will allow some of the shelves to be lower, providing for increased accessibility for patrons and better sightlines for staff.

Create flexible and efficient ways to store / process materials and deliver services to patrons, by considering current and future technology innovations. Moveable shelves with accessibility for all patrons, foldable and stackable furnishings, functional workroom layouts and workflow improvements, in tandem with material processing taking place at the Oak Lodge Library, will maximize Gladstone’s space utilization and support flexibility. This will be especially important as the design team addresses new needs due to COVID-19.

Provide library layouts that support efficient staff oversight. Layouts of collection and support areas overseen by a small number of library staff are critical to space and operational efficiency.

Considering future expansion potential. Although current resources are limited, develop layouts with the potential for future expansion if resources and land become available.

MEETING SPACE

Based upon initial staff task force and public input, there was considerable discussion on the need for meeting space to serve library and community functions such as crafts, book discussions, author readings, and community needs and programs. While some community meeting space has been provided by the opening of Gladstone Civic Center, meeting space remains a high priority for Gladstone Library patrons and residents. The decision was made to provide sufficient meeting space to accommodate 25-40 people, with the flexibility to expand to other spaces and a separate exterior entrance for use during library off-hour use.

CHARACTER OF GLADSTONE

The community provided significant input regarding the need for the library design to express the unique character of Gladstone. The desire to retain the small-town feel of Gladstone balanced with the wish to express civic character on Gladstone’s “Main” street creates an opportunity to provide an iconic presence as outlined in Gladstone’s 2017 Downtown Revitalization Plan.

Dialogue with the community about Gladstone’s style provided the design team with an understanding of Gladstone’s character:

Connection to nature

- Near the confluence of the Willamette and Clackamas Rivers
- The Pow-Wow Tree (Big Leaf Maple) is an important city symbol
- Popular local activities such as gardening and fishing
- Desire to use natural materials such as rocks, stone, and wood

Small-town feel

- Qualities of warmth and coziness
- Local community events such as the Community Festival / Gladstone Classic Car Show, Easter Egg Hunt at Gladstone High School, Arbor Day in Gladstone Nature Park, Kiwanis Spaghetti Dinner Fundraiser, July 4th BBQ, Halloween on Portland Avenue, and Santa and the Mack

Civic character

- Placing the library’s front door at the intersection of two significant streets
- Locating the library on Portland Avenue, E Dartmouth Street and adjacent businesses to enhance Portland Avenue’s civic character
- Conveying a sense of arrival and gateway by integrating elements such as a plaza and art into the building architecture

Celebrate local heritage

- The Pow-Wow Tree, believed to have been a meeting place for local Native Americans, was dedicated as a Bicentennial Tree in 1979 and is designated as a Heritage Tree
- Unique and traditional nearby building styles such as the Chautauqua Auditorium (called the Beehive), craftsman bungalows in the Arlington neighborhood, Gladstone Park Conference Center, Machinist Union District Lodge, and nearby icons such as the Flying A Service Station and Gladstone Fire Station

OPPORTUNITIES FOR PUBLIC ART

Public feedback expressed the desire for the Gladstone Library and its prominent location to provide opportunities to integrate art. Discussion included identifying potential design opportunities for integration of art, utilizing art as a mechanism for fundraising and donor recognition (such as through the Library Foundation), rotating art opportunities, and using local Gladstone icons as inspiration for art.

SUSTAINABILITY

Sustainable solutions were a high priority for community members. Discussions with the community focused on natural light and ventilation opportunities, solar access, rainwater harvesting, and access to nature. While specific sustainable solutions will be determined in the design phase, there were discussions about the potential of designing a net-zero building as an option for long-term building resiliency and efficiency.

EVALUATION / RECOMMENDATION

The evaluation of design alternatives based upon an agreed-upon set of criteria allowed the task force and public participants to understand the opportunities and challenges presented by each potential design solution. The design alternatives explored

- Community identity and presence;
- Safety for children, teens and families;
- Efficiency for operations and program layout;
- Flexibility of spaces;
- Functionality of spaces (service point, workroom, Library Foundation);
- Access to nature;
- Operational impact; and
- Cost impact.

This provided the task force (and public, through survey feedback) the opportunity to conduct an informed evaluation of choices to identify a preferred recommendation to present to the BCC.

FIRSTENBURG / CASCADE PARK LIBRARY TASK FORCE TOUR



NEEDS ASSESSMENT / PROGRAM

THE DESIGN TEAM UTILIZED A VARIETY OF INPUT FROM STAKEHOLDER FOCUS GROUPS INCLUDING GLADSTONE'S TEEN ADVISORY GROUP, IN-PERSON OPEN HOUSE, ONLINE PUBLIC SURVEY, AND THE GLADSTONE TASK FORCE TO INFORM INITIAL PROGRAM DEVELOPMENT.

A task force field trip to Firstenberg Community Center and Cascade Park Library in Vancouver, Washington, which were designed by Opsis and Johnston Architects, provided valuable context for subsequent programming discussions.

Based upon evaluation of the current library collection, the heavily-used facility supports a collection of 40,604 items, or 7.96 items per square foot. Through the use of each inch of linear shelving and dense deployment of shelving units, the density of Gladstone's collection is considerably higher than the 3.6 items per square foot average of newly designed libraries. The density of the existing collection is illustrated in the number of high shelves, over filled with books. High shelving makes it difficult for patrons to reach books. It also makes it challenging for staff to see some areas of the library, making for unsafe conditions. Gladstone's eventual collection will likely align with Oregon Library Association standards targeted to house 33,483 items, or 5.6 items per square foot. Book processing will be handled at the Oak Lodge Library, which will help to conserve workroom space.

The program development process included detailed discussions with library staff on such topics as operational issues (workroom organization and functionality) and safety for staff and patrons. Public and task force input focused on the need for community spaces, flexibility to adapt to a variety of events, space for study and tutoring, and accessibility for all patrons. A desire for an outdoor space or courtyard was an intriguing idea that emerged from the public design workshop. Having a courtyard that would extend the indoor space through visual access to light and natural elements gained popularity in discussions and quickly became a program priority.

Common input themes supported a variety of seating experiences, access to

technology and a desire for qualitative experiences when visiting the library – from safe, cozy, warm and familiar, to natural, transparent, inspiring, and uplifting.

LIBRARY PROGRAM PRIORITIES

A defining focus for programming was to accommodate both the density of the current collection with other needs. Creating flexibility to allow for more than one use in a space solved the challenge of accommodating all of the program elements.

The needs assessment identified the following spaces as high priority:

Service Point (checkout and staff assistance)

- Ability for staff to see the library space and main entrance
- Need for staff to feel safe in uncertain situations

Book Drop

- Outside access
- Physically connected to workroom
- Available off-hour

Holds Area (consider off-hour access)

Self-check Areas (interspersed within collections and at entry)

Printing and Scanning Area

Public Internet Computers

Public Access Computers

- Interspersed
- Position at standing table or at the end of shelves

Meeting Room

- Available for library events, or other public events or meetings
- Large enough for at least 25 people



- Flexibility to open to adjacent space for larger events
- Separate, outside entrance
- After-hours access to restrooms

General Collection / Reading Room

- Some moveable shelving for flexibility
- Service point
- Charging stations
- Variety of seating in all areas – lounge seating, tables for four and two people, possibly bar seating, alcoves, window seats
- Views

Children’s Area

- Family restroom with changing table
- Staff sightline
- Access to safe, outside space
- Moveable shelves to accommodate story times

Teen Area

- Separated from children’s area
- Staff sightline
- Private “feel”
- Acoustic considerations

Tutoring Spaces (private rooms for collaborative work)

Library Foundation Sales and Work Area

- Sales near entry
- Dedicated work area in workroom

Workroom

- Space for book courier and typical deliveries
- One private offi
- Multi-use space for staff

Restrooms (including family / single-user restroom)

Storage

Courtyard

- Light, access, and views to nature
- Accessible to patrons
- Maintenance considerations

RECOMMENDED LIBRARY PROGRAM ELEMENTS

With completion of the Needs Assessment / Program phase, program priorities were more clearly define and enabled the design team to propose feasible alternative concepts for consideration within the 6,000 sf footprint.

The recommended program for the preferred concept includes the following components:

Library Spaces

- Service point / check out
- Two study rooms
- Children’s area
- Teen area
- General collection
- General lounge / living room
- Periodicals
- Library Foundation display / sale area
- Book drop
- Workroom with one private offi and small kitchenette
- Public computers and/or use of laptops in general lounge areas
- Public printer and scanner area
- Seed library

Community Spaces

- Flexible use meeting room with outside entry and access to restrooms

Building Support

- Entry vestibule
- Restrooms
- Storage
- Mechanical and electrical

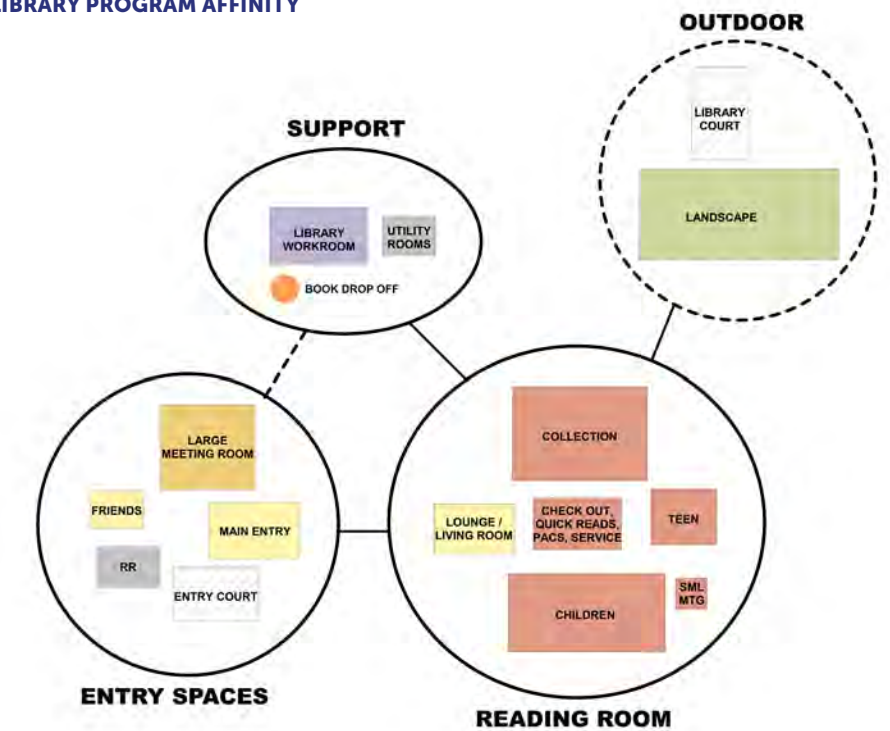
Outdoor Spaces

- Entry Plaza
- Courtyard space

A complete list of the recommended space components and associated square footages are in the appendix.



LIBRARY PROGRAM AFFINITY





- The **main reading room** is an elegantly-proportioned light and airy space entered directly from the vestibule.
- The **teen area** is located adjacent to the entry, facing Portland Avenue and the courtyard.
- **Staff workroom, restrooms, support spaces, and meeting room** occupy the E Dartmouth Street frontage. Separate entries are available for the staff and for patrons to the meeting room for after-hours use.
- The **children's area** is adjacent to the meeting room in the northeast corner of the facility.
- **Space for events** can be created by rolling aside movable stacks. In particular, the location of the children's area adjacent to the meeting room allows story-hour and other popular children's programs to use the meeting room without impacting the primary reading room or teen space. The meeting room can also expand into the children's area to make room for larger events for children or adults.

COURTYARD & LANDSCAPE

- Landscape spaces are highlighted in the design to offer areas of respite and provide visual interest. These areas create opportunities to reflect Gladstone's identity through the use of plantings, accessible spaces and art.
- New street trees and lush plantings along Portland Avenue and E Dartmouth Street will provide shaded walkways and green views adjacent to the building which filter views into the teen area and workroom.
- There may be opportunities to create dynamic water gardens at the building's edge that capture rainwater runoff from the roof and filter it through native landscape planters.
- Specialty paving will mark the entrance to the building along with site furnishings such as bike racks and a seating area.
- A garden courtyard is centrally located within the library that can be viewed from the various collections as well as the teen and children's areas. This garden is proposed to be designed with natural materials such as stone, wood seating, river rock and drought-tolerant landscaping. A small patio within the garden will provide an area for small classes, intimate conversations or simply reading.

MASTER PLAN – PREFERRED ALTERNATIVE

SITE APPROACH

- The Gladstone Library site is prominently located at the intersection of Portland Avenue and E Dartmouth Street. This corner is distinguished as the site for Gladstone's first civic building that housed the City Hall, library, and fire department.
- The 6,000-square-foot library occupies a 9,000-square-foot parcel. The remaining 3,000 square feet prompted the vision of the library to be inspired by a garden pavilion where landscape and nature play a defining role in the library experience.
- The courtyard is a secure interior room designed to extend the length of the reading room.
- The building entry, reading room, and meeting space are placed on the outer edges of the building to encourage interaction with people passing by on the street. The corner entry offers an ideal architectural response to the

important street intersection while creating a Portland Avenue address on Gladstone's main commercial street.

- The adjacent fire station is set back from Portland Avenue, which allows the library building to be easily seen when approached from the north. The fire station setback also creates an opportunity for the interior courtyard for enhanced daylight and dramatic views of the sky.

BUILDING LAYOUT

The corner entry design provides the highest quality library experience for the public and staff because it allows for program flexibility and operational efficiency. Upon entry, the library layout is clearly understandable.

- The **corner entry** itself defines a small public plaza that enhances the civic identity of the building.
- The **program areas** of the reading room wrap around the interior courtyard allowing for abundant daylight with exposure to the outdoors for all program areas.



INTERIOR CHARACTER

The interior is envisioned as a light, airy space filled with north daylight where the landscaped courtyard reinforces a quiet contemplative experience that brings the natural environment into the library.

- The ceiling could be made of wood to enhance the natural courtyard elements.
- The wall treatment will provide acoustical and visual warmth.
- Opportunities to integrate permanent or changing art and history exhibits could be located in the courtyard, east wall of the children’s area, and south wall of the reading room.
- The teen and children’s areas will be designed to have their own unique character.

EXTERIOR CHARACTER

The library form and character is conceived to be a welcoming civic building, designed in response to Gladstone’s small-town feel and the community’s inseparable relationship to nature. It will be a place that celebrates Gladstone’s history and integrates public art.

- The two-story space is defined by the reading room volume, covered entry porch, and mechanical mezzanine.
- An exterior screen encloses the northwest corner of the courtyard. It helps to filter direct sunlight and creates the potential for a landscaped trellis privacy screen adjacent to the teen area and staff workroom.

The design will draw inspiration from Gladstone’s remarkable setting at the confluence of the Clackamas and Willamette Rivers with the unique rocky bank

of High Rocks and stone outcroppings found throughout Gladstone. The multi-branched big leaf maple tree, called the Pow Wow Tree, where the Clackamas and Multnomah Indian Tribes gathered nearby, will inspire the next phase of design. The library design will not only draw inspiration from the past and the natural environment, but look to the future by being adaptable, resilient and sustainable, and integrating technology.

SUSTAINABILITY

The site and building design will integrate a variety of sustainability strategies with the potential to achieve LEED Gold or Platinum certification (a widely used green building rating system). The modest size of the library with its climate responsive, north-facing orientation, solar screening strategies, and effective daylight harvesting lends itself to a net-zero energy or perhaps carbon-neutral building.

- The structure for the library is envisioned as a steel frame with cross-laminated timber (CLT) or dowel laminated timber (DLT) roof panels with integrated acoustical treatment.
- The roof offers an ideal location and orientation for a solar photovoltaic array.
- The possibility of using an energy efficient and thermally comfortable radiant slab will be explored during the schematic design phase.

PROJECT COST

THE TOTAL PROJECT COST—INCLUSIVE OF THE BUILDING AND SITE DEVELOPMENT COST, INDIRECT COSTS (EXPENSES NOT DIRECTLY RELATED TO LABOR AND BUILDING MATERIALS) AND CONTINGENCIES—IS ESTIMATED AT \$4.9 MILLION BASED ON A SPRING 2022 CONSTRUCTION START.

Funding for the project is shared between the Gladstone and Oak Lodge libraries with a shortfall covered by Clackamas County. Because Oak Lodge and Gladstone Libraries share funding, cost for the Oak Lodge Library is also included in this report.

Direct construction costs were developed by Architectural Cost Consultants using cost-per-square-foot allowances for program elements combined with quantity take-off from the site-specific conceptual design.

- Unit costs assigned to specific program elements are based on a quality and durability level appropriate for public buildings, integration of standard-level sustainable strategies, and specialized finishes appropriate to the public atmosphere associated with a community library.
- Site costs are based on the comprehensive site development plan that includes allowances for demolition, new sidewalks, utilities, paving and landscape.
- Total project cost includes indirect costs (also called soft costs) at 30% of the construction cost, including fixtures furnishings (including furniture, shelving, etc.) and equipment (FF&E), artwork, design and engineering fees, project contingencies, construction management, building permit fees, testing and inspections.

FUNDING SOURCES

The Gladstone Library and Oak Lodge Library funding sources are shared. The City of Gladstone is contributing \$200,000 per year of general fund revenue to support the Gladstone Library.

TOTAL PROJECT COST	GLADSTONE LIBRARY	OAK LODGE LIBRARY	SHARED LIBRARY FUNDING SOURCES	
TOTAL CONSTRUCTION	\$ 3,511,000	\$ 8,630,000	OAK LODGE LIBRARY RESERVES	\$ 2.9 million
ESCALATION @ 5% PER YEAR	\$ 270,000	\$ 670,000	CLACKAMAS COUNTY CAPITAL	\$ 1.0 million
TOTAL CONSTRUCTION	\$ 3,781,000	\$ 9,300,000	OAK LODGE LIBRARY BEGINNING FUND BALANCE	\$ 0.6 million
INDIRECT COSTS @ 30%	\$ 1,134,300	\$ 2,800,000	LIBRARY REVENUE BOND, PAID BACK AT \$310,000 PER YEAR (NO VOTE REQUIRED)	\$ 4.2 million
TOTAL PROJECT	\$ 4.9 million	\$ 12.1 million	ANTICIPATED SHORTFALL - CLACKAMAS COUNTY BOND (NO VOTE REQUIRED)	\$ 8.3 million
			ESTIMATED TOTAL LIBRARY FUNDS (SHARED)	\$ 17.0 million

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PROCESS



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GLADSTONE LIBRARY PROCESS

COMMUNITY ENGAGEMENT

DIVERSE MEMBERS OF THE PUBLIC ENGAGED WITH THE PROCESS TO LEARN ABOUT THE PROJECT AND PROVIDE FEEDBACK AND IDEAS THAT HAVE INFORMED THE PROJECT NEEDS.

A variety of outreach tools – in person events, on-line surveys, and open house, in-person meetings, and printed, virtual and word-of-mouth advertising through task force members and interested participants were used to gather community input.

In general, in-person events and focus groups, whether targeted to under-represented community groups or the general public, were not feasible during this phase because of the COVID-19 pandemic. Instead, outreach techniques were modified to focus on online engagement and other physically-distanced activities as mandated by public health directives. An online open house for the Gladstone Library was held in July-August 2020, with 121 unique visitors and 71 comments. Due to concerns about access to internet and computers, printed flyers (in English and Spanish) were distributed to locations focused on the under-represented community groups who were involved during the previous phase, including five free food delivery locations. Respondents had the option to take the survey online or ask for a shortened, printed survey with a postage-paid envelope to reduce participation barriers.

NEEDS ASSESSMENT/PROGRAMMING, FALL 2019

Outreach effort included a mix of in-person events, in-person open house which hosted 350 attendees, and an online and printed survey (in English and Spanish) with 434 participants. Because of lower involvement in past community planning projects, the project team targeted under-represented groups, such as Spanish speakers, people with lower incomes, people without access to stable housing, teenagers, older adults, and parents of young children with nine stakeholder interviews and four meetings (including Spanish-speaking families in Gladstone and Oak Lodge and young people). One tabling event was held to connect with people with lower incomes.



PUBLIC DESIGN WORKSHOP



GLADSTONE DESIGN WORKSHOP



PUBLIC OUTREACH, GOOD ROOTS FOOD PANTRY

book drop *kid-friendly*
independent teen areas
cost efficient landscaping
corner plaza
views *visibility* *community identity*
courtyard access
daylight *gathering spaces*

Key Themes

- Provide a variety of classes, activities, and events for all ages and people.
- Enhance opportunities to walk, bike, drive, and park, or take transit to the sites.
- Protect and enhance the natural habitat and wildlife.
- Preserve community history.
- Include low-income and under-represented people in meaningful ways.
- Make the library welcoming and accessible.
- Provide meeting rooms that can be used by the community.
- Provide safe spaces for children and teens.
- Create spaces for community events.

DESIGN WORKSHOP, FEBRUARY 2020

Task force members and the design team hosted a public design workshop for the community to express their preferences and priorities for the arrangement of program components on the site. A public design workshop was conducted at the Gladstone Center for Children and Families building utilizing a toolkit of paper cut-outs of the library program elements. The participants formed small groups to create a site plan and floorplan for the project with the cut-outs. Each group then shared their program priorities, challenges, and solutions with all participants.

Key Themes

- Situate public meeting room with exterior access for after-hours meetings.
- Create children’s and teen areas to have their own identities.
- Make children’s area secluded for safety.

- Provide a civic presence at the corner.
- Locate the Library Foundation sales area near the entry.
- Provide a landscaped courtyard with access to bring light and nature into the library.

The key organizing element for the designs created at the workshop were based upon the location of the main entry, which then became the basis for development of the three concept alternatives:

1. **Portland Entry**
2. **E Dartmouth Entry**
3. **Corner Entry**

DESIGN ALTERNATIVES, AUGUST 2020

An online open house to gather feedback on the three design alternatives was held in which participants were shown three design alternatives for each site, and asked to share the features that they preferred and select the alternative that best fit the needs of the community. The online open house and survey was framed by a set of decision-making criteria, developed from the community values identified by the task force.

Survey respondents preferred the Corner Entry option, with the Portland Avenue Entry ranking second, followed by the E Dartmouth Street Entry. A few respondents said that none of the options met the criteria or the needs of the community, and there was some concern that the library was too small in all options.

Key themes for the selection of the Corner Entry option were:

- The location of the plaza and entry were best suited to create civic identity.
- It provided a safe layout of the children’s area and it was close to bathrooms and library services.
- The teen area was separated from other uses.
- The meeting room was accessible from the exterior.
- The meeting room had the ability to expand.
- The interior layout was best for views and daylight.
- Exterior features such as landscaping were preferable.
- The book drop location at entry was most efficient

EVALUATION CRITERIA

IN ORDER TO EVALUATE THE THREE DESIGN ALTERNATIVES, THE TASK FORCE, WITH THE DESIGN TEAM, CREATED EVALUATION CRITERIA BASED UPON THE VALUES IDENTIFIED AT THE BEGINNING OF THE PROCESS.

The criteria were utilized by staff task force and the public to rank each of the proposed design schemes as either high, medium or low. A few of the criteria were determined to be more appropriate for evaluation when the design is more developed, so were omitted from the public survey exercise. As demonstrated in the graphic matrix, public feedback reiterated a similar ranking of options as the task force, confirmin support for the library layout presented in the Corner Entry alternative

GLADSTONE LIBRARY EVALUATION CRITERIA	
Creates a shared sense of community identity	<ul style="list-style-type: none"> Includes civic and community space for gathering and learning
Supports library activities	<ul style="list-style-type: none"> Includes spaces and facilities to allow for a positive experience for library patrons and efficient operations for library staff
Honors the community's creative spirit through art and history	<ul style="list-style-type: none"> Reflect creative and artistic option that respects history of the community; offer opportunities to share and celebrate shared experiences
Civic presence and community fit	<ul style="list-style-type: none"> Enhances and integrates into Gladstone's main street area; civic presence from all sides
Provides access to nature and green space	<ul style="list-style-type: none"> Offer easy and available views, light and access to outdoors
Optimizes sustainable design	<ul style="list-style-type: none"> Integrates environmental and energy efficient techniques; indoor/outdoor spaces
Recognition of the community's effort for the Gladstone Librar	<ul style="list-style-type: none"> Design concept reflect input from the public and larger community
Supports stewardship of funding	<ul style="list-style-type: none"> Overall development cost; good value for the money; provides for cost-efficient operations

GLADSTONE LIBRARY EVALUATION CRITERIA	TASK FORCE SURVEY			PUBLIC SURVEY		
	Portland Entry	Dartmouth Entry	Corner Entry	Portland Entry	Dartmouth Entry	Corner Entry
Creates a shared sense of community identity	High	High	Low	High	High	Low
Supports library activities	Low	High	Low	High	High	Low
Honors the community's creative spirit through art and history	High	High	Low			
Civic presence and community fit	High	Low	Low	High	High	Low
Provides access to nature and green space	High	High	Low	High	High	Low
Optimizes sustainable design	High	High	Low			
Recognition of community's effort for the Gladstone Library	Low	Low	Low			
Supports stewardship of funding	High	Low	Low	High	Low	Low
Planning toward the future for the library and community	High	Low	Low			

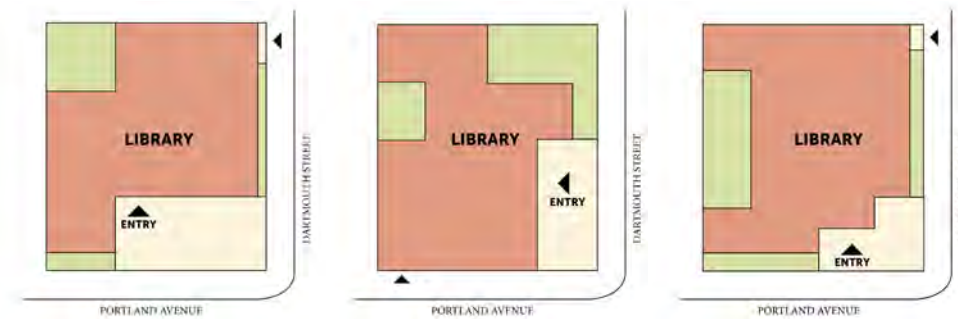
DESIGN ALTERNATIVES

THREE DESIGN ALTERNATIVES WERE CREATED BASED UPON THE PROGRAM DEVELOPED DURING THE NEEDS ASSESSMENT / PROGRAMMING PHASE.

Due to the small building footprint and site, developing alternative solutions were primarily driven by the location of the main entrance and plaza space.

Therefore, the three design alternatives were defined as

1. Option 1: Portland Avenue Entry;
2. Option 2: E Dartmouth Street Entry; and
3. Option 3: Corner Entry.



The design alternatives were developed to illustrate the proposed design solution and its size and volume (known as “massing”). Each design included floor plans, 3-D massing, and perspective drawings to help task force members and the public visualize the scale and impact of the library on the site. (The full presentation of design alternatives is in the appendix.) Using the evaluation criteria, the Gladstone Task Force and the community indicated a clear preference for the Corner Entry alternative.

OPTION 1 - PORTLAND ENTRY

FEATURES

- Total building area: 6,000 square feet
- Entry / plaza off Portland Avenue
- Northeast courtyard location
- Total project cost: \$4.9 million

OPPORTUNITIES

- Inviting Portland Avenue presence
- Large civic plaza for seating / gathering
- Good service point visibility
- Ability for meeting room to expand into reading room
- Contained children’s area

CHALLENGES

- Weak civic identity approaching Portland Avenue from the north
- Weak civic identity approaching E Dartmouth Street from the east
- Meeting room without inviting after-hours entry

- Teen area without identity in the middle of space
- Children’s area not connected to courtyard or meeting room
- Courtyard exposed to apartment building and fire station
- Unprotected southwest-facing windows create glare and collect heat

OPTION 2 - E DARTMOUTH STREET ENTRY

FEATURES

- Total building area: 6,000 square feet
- Entry / plaza off E Dartmouth Street
- Northeast corner courtyard location
- Total project cost: \$5.1 million

OPPORTUNITIES

- Inviting E Dartmouth Street presence
- Grand civic building scale
- Good service-point visibility
- Meeting room entry through vestibule
- South-facing loggia, sunscreen, and landscape area
- Children’s area access to courtyard

CHALLENGES

- Entry removed from Portland Avenue
- Lacks inviting presence on Portland Avenue
- Weak civic identity approaching Portland Avenue from the north
- Book drop disconnected from entry
- Difficult to expand meeting room into reading room
- Children’s area disconnected from entry and meeting room

OPTION 3 - CORNER ENTRY

FEATURES

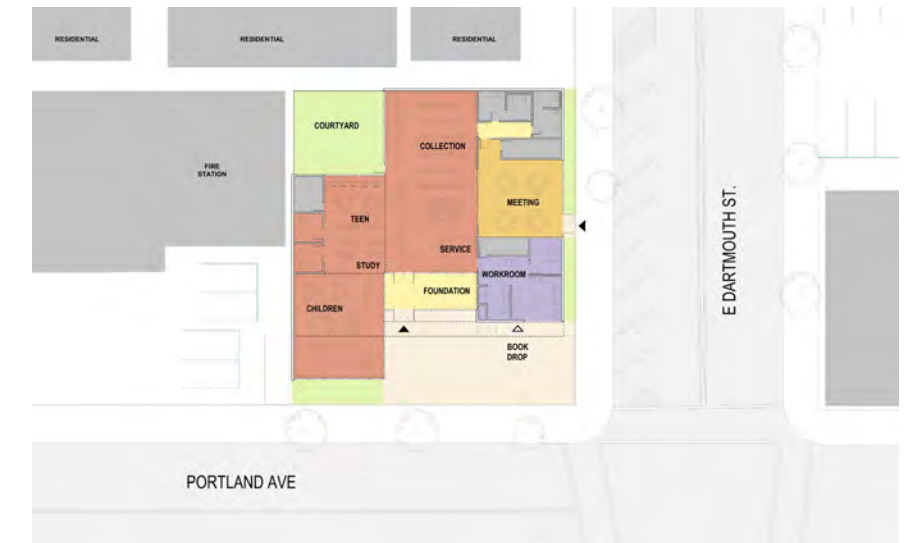
- Total building area: 6,000 square feet
- Plaza at corner with entry off of Portland Avenue
- Central courtyard location along north wall
- Total project cost: \$4.9 million

OPPORTUNITIES

- Inviting corner entry presence
- Strong civic identity approaching Portland Avenue from the north
- Strong civic identity approaching E Dartmouth Street from the east
- Appropriate civic building scale
- Good service point visibility
- Inviting meeting room with after-hours covered entry
- Ability for meeting room to expand into children’s area
- Teen area with identity and service-point oversight
- Courtyard shared by all library program areas
- Courtyard large enough to offer seating, landscape, and views beyond
- North-facing daylight
- Southwest solar orientation addressed with integrated sunscreen
- Efficient exterior wall-area to floor-area ratio

CHALLENGES

- Children’s area distant from entry



SITE PLAN OPTION 1



SITE PLAN OPTION 2



SITE PLAN OPTION 3



KEY DECISIONS & RECOMMENDATIONS

PROJECT MILESTONES WERE ACHIEVED THROUGH SEVERAL KEY DECISION POINTS, BEGINNING WITH THE ESTABLISHMENT OF THE TASK FORCES AND APPROVAL OF THE OAK LODGE AND GLADSTONE COMMUNITY PROJECT TO PROCEED AS A JOINT PLANNING PROCESS BETWEEN THE GLADSTONE LIBRARY AND THE DEVELOPMENT OF THE CONCORD PROPERTY / OAK LODGE LIBRARY.

Key decisions were made during the planning process:

- April 2020: The completion of the Gladstone Civic Center created a new home for City Hall and the Police Department thus vacating the original site and making way for the new Gladstone Library.
- July 2, 2020: The Concord Task Force voted unanimously that, based upon all the information gathered to date, the Concord property is a feasible location for the Oak Lodge Library. (The vote was necessary to meet the July 30, 2020 milestone of the 2019 intergovernmental agreement (IGA) between the County and the City of Gladstone, allowing the projects to continue the joint master planning process as established.)
- September 2, 2020: The Corner Entry design alternative (Option 3) was selected unanimously by the Gladstone Task Force on as the preferred design alternative to recommend to the BCC.
- October 13, 2020: The Gladstone City Council approved an amendment to Subsection 17.18.070 of the Gladstone Municipal Code to allow, among other things, the new library to be built without a requirement for off-street parking.

The Corner Entry Option represents the following design decisions:

- The library entry plaza is located at the corner intersection of Portland Avenue and E Dartmouth Street.
- The library's primary entrance will face Portland Avenue (this is development standard requirement within the C2 zone).
- There is a provision for an exterior bookdrop.
- A community / library meeting room has separate public access from E Dartmouth Street and the ability to access public restrooms during library off-hours
- The meeting room is designed to have flexibility to open up into the adjacent children's area for expanded event needs.
- Additional meeting space can be created using movable book stacks.
- A library courtyard is centrally positioned along the north wall with access for library patrons.
- A teen area is located away from the children's area and within visual sightline of the staff service point.
- Designated space for Library Foundation display and sales near the entry with workspace located in the staff workroom.

The focus of the future design process will prioritize recommendations that reflect feedback from the community and the value statements set forth by the Gladstone Task Force:

- The development of an iconic presence to designate the center of downtown and express the library's civic importance.
- Design solutions which are expressive of the shared sense of Gladstone's community identity and style through the use and qualities of natural materials.
- A design which will maintain, as a primary goal, to reduce barriers in order to provide access to all members of the community.

- A design that honors the many histories of Gladstone.
- A building that will illustrate Gladstone's creative spirit and culture through the integration of art.
- A process that will evaluate sustainability design strategies.
- A process that will engage the community and underrepresented community members in the future design process.



NEXT STEPS

THE PROJECT WILL BEGIN DESIGN AND ENGINEERING AFTER THE MASTER PLAN IS APPROVED BY THE BCC.

Construction documents are expected to be complete in fall 2021 so they can be submitted for permits. Construction start is anticipated for spring of 2022. Task force, public and library staff feedback was provided to the design team for review at the beginning of the next phase of design:

- Involve Task force and community about art and sustainability strategies.
- Explore exterior building materials that express of the Gladstone's character.
- Refine the design of the Library Foundation sales and work areas.
- Explore plaza and building designs that reinforce an iconic presence and reinforce Gladstone's Downtown Revitalization Goals.
- Consider materials, landscape, sustainability, and maintenance strategies for the courtyard.
- Investigate gender-inclusive public restrooms.
- Consider a family restroom closer to the children's area.

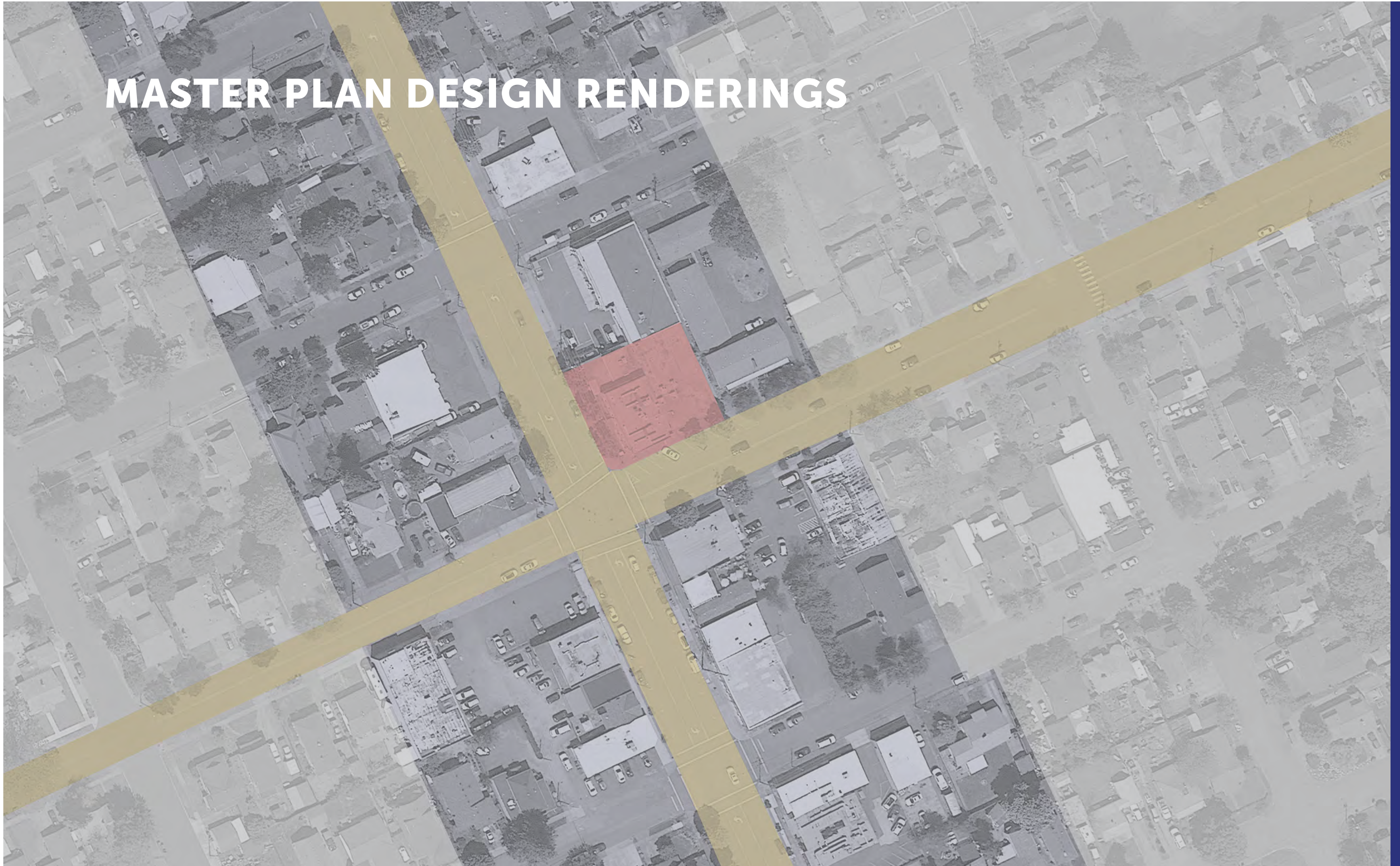
- Explore design alternatives for exterior screening elements.
- Explore options for furnishings and features which provide maximum space flexibility.
- Evaluate sustainable strategies including the consideration of a net-zero building.
- Explore the use of mass timber and recyclable products.
- Develop building character through design and use of materials.
- Investigate 15-min dedicated library parking adjacent to the building.
- Select a contractor as soon as possible to inform cost and constructability throughout the process.

Task force review of the draft Master Plan report on November 10, 2020 resulted in additional comments for next steps:

- Maintain the integration of public art into the project as a high priority.
- Consider door placement and the provision of overhangs as important entry features for library patrons.
- Provide a mix of private and open spaces within the teen area.
- Define the exterior cladding material further within the upcoming design phases.
- Consider the front entry overhang / vertical screening design so as to avoid attracting bird nesting.
- Provide bird-friendly design solutions to reduce bird-strikes on the courtyard glazing.
- Provide access to the courtyard from the adjacent north parking lot to avoid bringing maintenance equipment through the library.
- Consider library signage and community information location early in design as an integrated design element. Consider an exterior or vestibule information monitor or signage board to post community announcements and library events.
- Create a welcoming entrance through the exterior design. The vertical screen slats / screening as rendered does not feel welcoming and needs further thought and consideration.
- Create graphic branding specifically for the Gladstone Library, such as a Gladstone library logo and / or color scheme.



MASTER PLAN DESIGN RENDERINGS



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GLADSTONE LIBRARY

SITE & PLAN LAYOUT

FINAL DRAFT



GLADSTONE LIBRARY

AERIAL VIEW LOOKING NORTH

FINAL DRAFT



GLADSTONE LIBRARY

VIEW FROM PORTLAND AVENUE & SE DARTMOUTH STREET



GLADSTONE LIBRARY

E DARTMOUTH STREET VIEW

FINAL DRAFT



GLADSTONE LIBRARY

PORTLAND AVENUE VIEW

FINAL DRAFT



GLADSTONE LIBRARY

READING ROOM LOOKING EAST

FINAL DRAFT



APPENDIX



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GLADSTONE LIBRARY

APPENDIX

ALL APPENDIX ITEMS CAN BE ACCESSED AT:

<https://www.clackamas.us/communityproject#masterplanreports>

GLADSTONE LIBRARY PLANNING TASK FORCE MEETING MINUTES / COMMENTS

PUBLIC OUTREACH (JLA PUBLIC ENGAGEMENT)

- PUBLIC INVOLVEMENT PLAN
- PHASE 1 PUBLIC OUTREACH SUMMARY
- PHASE 1 PUBLIC OUTREACH SUMMARY APPENDIX
- PHASE 2 PUBLIC OUTREACH SUMMARY
- PHASE 2 PUBLIC OUTREACH SUMMARY APPENDIX

OAK LODGE AND GLADSTONE COMMUNITY PROJECT OPEN HOUSE SURVEY BOARDS

GLADSTONE TECHNICAL ASSESSMENT

- ZONING SUMMARY (THE BOOKIN GROUP)
- CIVIL ASSESSMENT (KPF CONSULTING ENGINEERS)
- BUILDING/SITE ASSESSMENT (OPSIS)
- BUILDING STRUCTURAL ASSESSMENT (CATENA CONSULTING ENGINEERS)

GLADSTONE SITE ANALYSIS (OPSIS)

GLADSTONE LIBRARY PROGRAM (OPSIS / JOHNSTON ARCHITECTS)

GLADSTONE DESIGN WORKSHOP COMMUNITY FEEDBACK (OPSIS)

GLADSTONE DESIGN ALTERNATIVES (OPSIS / JOHNSTON ARCHITECTS)

GLADSTONE CRITERIA EVALUATION (OPSIS)

GLADSTONE CITY HALL HISTORIC ASSESSMENT MEMO (ARCHITECTURAL RESOURCES GROUP)

GLADSTONE TRAFFIC IMPACT ANALYSIS METHODOLOGY MEMO (GLOBAL TRANSPORTATION ENGINEERING)

CLACKAMAS COUNTY-PROVIDED REPORTS

- 2017 GLADSTONE DOWNTOWN REVITALIZATION PLAN (CITY OF GLADSTONE)
- 2019 GLADSTONE PHASE 1 ENVIRONMENTAL ASSESSMENT (PBS)
- 2019 GLADSTONE CITY HALL HAZARDOUS MATERIALS SURVEY REPORT (PBS)
- 2019 GLADSTONE CITY HALL PROBABLE HAZ MAT ABATEMENT COST ESTIMATE (PBS)
- 2019 GLADSTONE PRELIMINARY GEOTECHNICAL REPORT (GRI)
- 2020 GLADSTONE GEOTECHNICAL REPORT (GRI)
- 2020 ALTA SURVEY – 525 PORTLAND AVE (OTAK)

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For more information about the Oak Lodge & Gladstone Community Project visit:

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FINAL DRAFT NOVEMBER 2020



OAK LODGE & GLADSTONE COMMUNITY PROJECT

CONCORD PROPERTY MASTER PLAN REPORT



CONCORD PROPERTY ACKNOWLEDGEMENTS

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SPECIAL THANKS TO

Residents of Oak Lodge/Jennings Lodge community who contributed to the master planning process

North Clackamas School District for their stewardship of the Concord Elementary School while it was under their ownership

For more information, contact:
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CLACKAMAS COUNTY

Board of Commissioners

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Sonya Fischer, Commissioner
Ken Humbertson, Commissioner
Paul Savas, Commissioner
Martha Schrader, Commissioner

County Administration

Gary Schmidt, County Administrator

Business & Community Services

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Robin Dawson, Library Supervisor
Kristina Wells, Librarian

North Clackamas Parks and Recreation

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Jessica Botteron, Administrative Specialist
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Caitlyn Ewers, Architectural Historian and Preservation Planner

The Bookin Group (land Use)

Debbie Cleek, Principal

Global Transportation Engineering (Traffi

Dana Beckwith, PE, PTOE, Principal

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CONCORD PROPERTY MASTER PLAN**
SUMMARY REPORT

PREPARED FOR
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT AND OAK LODGE LIBRARY:
DIVISIONS OF BUSINESS AND COMMUNITY SERVICES, CLACKAMAS COUNTY

BY:
OPSIS ARCHITECTURE
IN ASSOCIATION WITH:
JOHNSTON ARCHITECTS (LIBRARY ARCHITECT)
BALLARD*KING ASSOCIATES (RECREATION / OPERATIONS)
LANGO HANSON LANDSCAPE ARCHITECTURE

NOVEMBER 2020

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CONCORD PROPERTY

INTRODUCTION & EXECUTIVE SUMMARY

MASTER PLAN INTRODUCTON

THE OAK LODGE AND GLADSTONE COMMUNITY PROJECT (OLGCP) IS A COMPREHENSIVE PLANNING EFFORT FOR THE OAK LODGE AND GLADSTONE LIBRARIES, AND NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD), DIVISIONS OF THE CLACKAMAS COUNTY BUSINESS AND COMMUNITY SERVICES DEPARTMENT (BCS).

Together they envision a new library, community center, park and NCPRD administrative office for the Oak Grove/Jennings Lodge community and a new library for the Gladstone community.

Opsis Architecture and Johnston Architects, with their consultant team, led the planning effort through a year-long process, guided by robust community engagement and the work of two community task forces – the Concord Property and Library Planning Task Force, and the Gladstone Community Library Planning Task Force. As ambassadors of community interests, task force members informed the planning effort with their ideas and feedback from the broader community.

This report summarizes the collective, collaborative effort between the design team, task force, community and staff to jointly identify preferred master plan for the Concord Property to recommend to the Board of County Commissioners (BCC).

MASTER PLAN SCOPE OF WORK

The master plan effort consisted of identifying project values; program, site and design alternatives, and concept designs for the two projects – one in the Oak Grove/Jennings Lodge area and one in downtown Gladstone.

The design team was asked to provide a master plan for a new community center, park, and NCPRD administrative office for District residents to be located at the site of the former Concord Elementary School (Concord Property) in Oak Grove.

In addition, the design team was asked to determine if the Concord Property was a suitable location for a new 19,500-square foot Oak Lodge Library to serve the Oak Lodge Library service area. The team provided options for the library to be a

stand-alone building, an addition to the Concord building, and to be in the Concord building. If the library was deemed feasible on the Concord Property by the Concord Task Force, it was to be included in the master plan.

The design team was also asked to provide a master plan for a 6,000-square-foot library on the former City Hall site at Portland Avenue and E Dartmouth Street to serve the Gladstone Library service area.

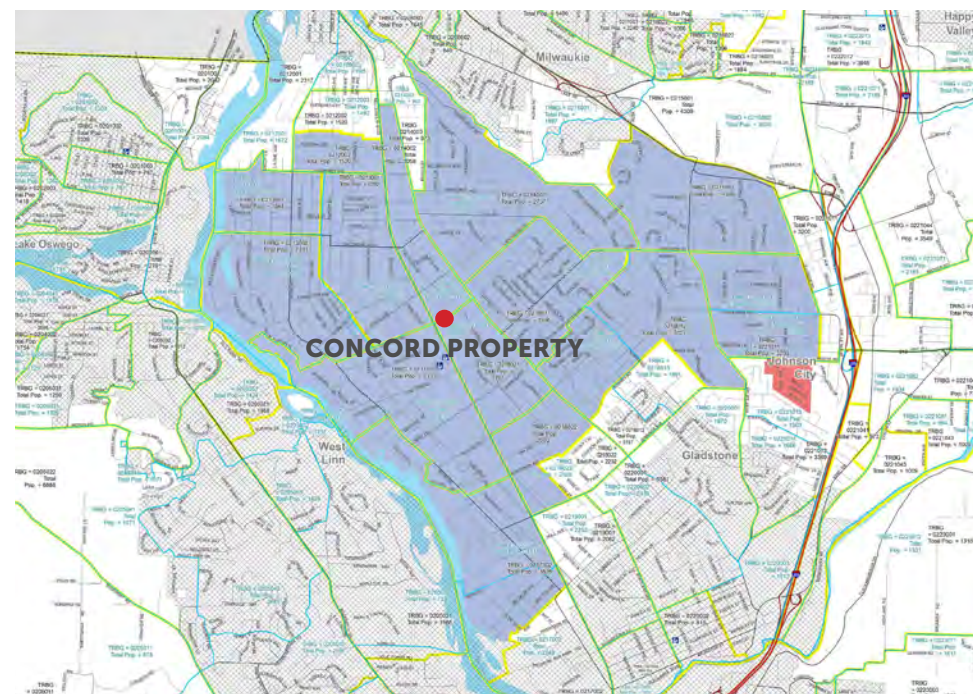
MASTER PLAN BACKGROUND

In October 2017, the County and City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries – a 6,000-square-foot facility in the City of Gladstone and an approximately 19,500-square-foot facility in the Oak Lodge Library service area. The agreement

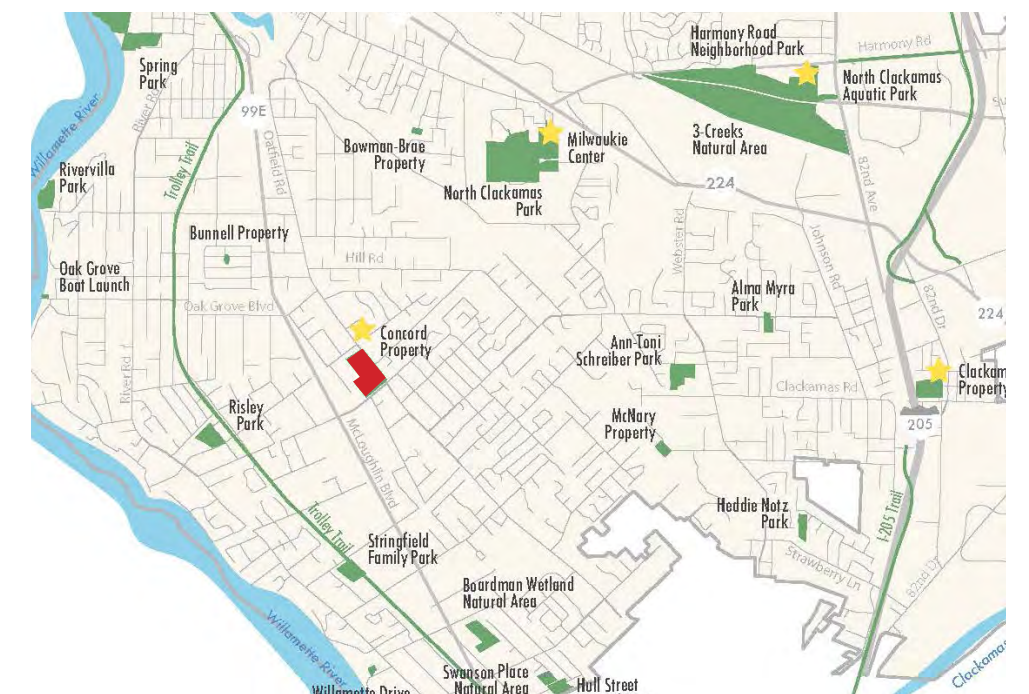
called for a “one library, two building” approach, with both libraries operated by the county to achieve economies of scale and best provide library services to Oak Lodge and Gladstone service areas.

In a similar timeframe to this settlement agreement, NCPRD and the North Clackamas School District (NCSD) entered into a strategic partnership to acquire three NCSD properties, including the Concord Property in Oak Grove.

Since Oak Lodge Library and NCPRD are both BCS divisions, it was decided to pool resources and use time and money efficient by creating a joint process to plan for the Concord Property and the Oak Lodge and Gladstone libraries. A process outline was approved by the BCC in 2018.



OAK LODGE LIBRARY SERVICE AREA



WESTERN PORTION OF NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

CONCORD PROPERTY EXECUTIVE SUMMARY

A PRIMARY GOAL OF THIS STUDY IS TO BRING FORTH A SHARED VISION FOR THE SITE THAT BEST REFLECTS THE COMMUNITY'S VALUES WHILE BALANCING LIBRARY, COMMUNITY CENTER AND OUTDOOR RECREATION NEEDS.

That shared vision establishes a basis for developing capital development costs and funding.

The master planning process was established to determine the feasibility of redeveloping the Concord Property to meet library, recreation and community center needs, and to preserve the Concord building for future generations. For more than a century, the Concord Property has been at the heart of the Oak Grove community adjacent to the Jennings Lodge community. Throughout the years of serving the public education needs of the area, it developed into a valued community treasure. The school was closed in 2014 yet remained an important asset to the community.

The OLGCP offer an opportunity to revitalize this resource by providing recreational and community gathering opportunities for an under-served area of NCPRD and a much needed new library for the Oak Lodge Library service area. There are also significant benefit of co-locating NCPRD and the library. Continued public use of the Concord Property to serve the community underscores it as an historic and vital heart of the Oak Grove and Jennings Lodge communities.

BACKGROUND

Originally built in 1936 with funding provided through a grant from the Federal Emergency Administration of Public Works, with a north-wing addition built in 1948, the Concord building is eligible for the National Historic Register and was listed in 2015 as one of Oregon's Most Endangered Places by Restore Oregon.

NCPRD's purchase of the property was an important step toward preserving the property in public ownership and aligns with substantial community feedback to protect and preserve it. It offer NCPRD the opportunity to provide expanded and improved recreation, park and community services and, with its central location and large site, has the potential to be home for the new Oak Lodge Library.



CONCORD BUILDING



CONCORD SITE AERIAL

COMMUNITY ENGAGEMENT

The robust community outreach effort included a high priority on engaging under-represented communities such as Spanish speaking, low-income, and youth groups. Public involvement was conducted in two parts:

1. Capturing public input to inform the needs assessment; and
2. Providing specific feedback on the design alternatives.

A number of public outreach strategies were used to reach the widest audience. Public input ranged from in-person interviews with teens, residents and staff a community event to an on-line open house. Project information and events were advertised via multiple methods, with a dedicated project website to share information, surveys, and updates. In fall of 2019, over 350 people attended the first open house. This event was a community celebration to raise awareness about the project. Over 400 participants also provided input on an online and printed survey (in English and Spanish). An online open house for the Concord Property was held in August 2020, to gather feedback on three design alternatives. The survey attracted 269 visitors and 210 comments. Over 20 Spanish speaking people and teens attended focus groups held at Oak Grove Elementary School and the Aquatic Park.

Community events were well-attended, but the Covid-19 pandemic did disrupt the community outreach process. Shifting a majority of the communication from in-person to virtual impacted the degree of input, both the planning team and project stakeholders accommodated the change as successfully as possible. The project website became even more valuable as a two-way communication tool with the shift from in-person to virtual events.

VALUES

The Concord Task Force began the master plan process by establishing value statements and community needs. Representing many voices, the approved

value statements embody the core principles to guide decision-making through the planning process and establish standards against which project alternatives could be evaluated:

- Inclusivity
- Accessibility
- Shared community involvement and identity
- Stewardship of funding and natural space
- Respect and preservation of the many histories
- Sustainable thinking

SITE CONSIDERATIONS

- Land use discussions are underway with Clackamas County Planning staff about the permit.
- Parking will be reconfigured and expanded with increased development on the site.
- Parking will be reconfigured and expanded with increased development on the site.
- Vehicular and emergency access will be required from both SE Concord Road and SE Spaulding Avenue.
- Pedestrian access will connect to SE Olive Avenue.
- Site utilities within the vacated portions of both SE Olive and SE Spaulding Avenues may need to be rerouted in specific areas.
- New construction will be located at least 50 feet from the Oatfield Fault which is considered to be inactive and at a low risk of rupture.
- Stormwater retention is expected for 6-10% of impervious area due to poor infiltration rates.



PROGRAM

A variety of program elements and alternatives were considered to provide a balanced approach to the park, community center and library. The preferred program was determined through task force input, public open houses, focus groups, and a public opinion survey. The library and community center program area is 19,500 square feet (as set in county agreements) and 47,600 square feet respectively, with both dedicated and shared spaces.

The program mix optimizes the shared use potential between the library and community center including a shared main entry, lobby, and support spaces. The following list is an abbreviated summary of program needs:

Indoor recreation amenities

- Multi-use fitness rooms,
- Double-court gym addition
- Existing gym for community, cultural, and recreation use

Community spaces

- Divisible community room
- Commercial and instructional kitchen
- Community resource room
- Flexible meeting spaces
- Lounge areas

Park spaces

- Events plaza with interactive water feature
- Multi-use open space for events and youth soccer
- Universal-access playground and picnic shelter
- Stairs with amphitheater seating
- Upper terrace with active play area
- Loop walking / jogging trail

NCPRD administrative office

- Reception
- Private and open office
- Conference/meeting rooms
- Work room
- Staff kitchen
- Storage

Library

- Reading room and stacks
- Teen and children’s areas
- Service area
- Multi-use room
- Staff work room
- Public computers
- Study areas

DESIGN ALTERNATIVES

Seven concept designs explored various library, recreation, and site layouts and configurations. The task force evaluated these options based upon criteria established during the planning process. The task force selected three concepts with a range of feasible solutions for public review:

- Free-standing library option with a gym addition
- Library and gym additions
- Gym-only addition

MASTER PLAN - PREFERRED DESIGN ALTERNATIVE

The preferred 67,000-square-foot design balances the library and NCPRD program needs with a highly efficient and functional layout that incorporates library and gym additions in the Concord building and retains the integrity of the west- and south-facing historic facades.

It has the following attributes:

- **A central plaza** serves as flexible space for outdoor events and creates a gateway to the park.
- **The existing gymnasium and stage are retained** for community uses.
- **A large, upper level community room** within the existing north wing is adjacent to a public lounge space that looks down into the new gymnasium.
- **The library addition** offers a spacious and flexible layout with views to the plaza and park setting.
- **Parking** is centrally located with drop-off and accessibility parking next to the plaza with direct proximity to the building entrance and park.
- **Staff parking and service** access is provided from SE Concord Road and SE Spaulding Avenue.



PROJECT COST

The total project cost for the redevelopment, inclusive of the community center, library renovation/addition, park, parking, site development and contingencies, is based on an estimated spring 2022 construction start.

Total project cost includes site development, direct construction costs, owner's contingency, and indirect construction costs (expenses not directly related to labor and building materials) at 30% of the direct construction cost. Indirect costs will be confirmed in the next phase of the work.

Funding for the project will rely on separate NCPDR and library funding sources. Oak Lodge and Gladstone libraries share funding, so Gladstone project cost is included within this report.

The estimated costs are:

ESTIMATED PROJECT COST	
OAK LODGE LIBRARY	\$ 12.1 million
GLADSTONE LIBRARY	\$ 4.9 million
NCDPRD PARK, COMMUNITY CENTER, AND OFFICES	\$ 23.7 million

Library Funding Sources

The Gladstone Library and Oak Lodge Library funding sources are shared. The City of Gladstone is contributing \$200,000 per year of general fund revenue to support the Gladstone Library.

SHARED LIBRARY FUNDING SOURCES	
OAK LODGE LIBRARY RESERVES	\$ 2.9 million
CLACKAMAS COUNTY CAPITAL	\$ 1.0 million
OAK LODGE LIBRARY BEGINNING FUND BALANCE	\$ 0.6 million
LIBRARY REVENUE BOND, PAID BACK AT \$310,000 PER YEAR (NO VOTE REQUIRED)	\$ 4.2 million
TOTAL LIBRARY FUNDS	\$ 8.7 million
ANTICIPATED SHORTFALL - CLACKAMAS COUNTY BOND (NO VOTE REQUIRED)	\$ 8.3 million
ESTIMATED TOTAL LIBRARY FUNDS	\$ 17.0 million

NCPDR Funding Sources

Full funding for NCPDR's portion of the project is still being explored. The project cost and funding will be aligned in the next phase of the work.

NCPDR FUNDING SOURCES	
METRO LOCAL SHARE (PARK)	\$ 1.0 million
GRANTS (PARK)	\$ 1.0 million
HOOD VIEW PROCEEDS	\$ 3.0 million
POTENTIAL PROPERTY PROCEEDS	\$ 2.0 - \$ 4.0 million
LIBRARY PROCEEDS	\$ 0.3 million
SDC'S	\$ 2.4 million
NCPDR RESERVES	\$ 1.8 million
REVENUE BOND (\$550 K/YR) (NO VOTE REQUIRED)	\$ 9.5 million
POTENTIAL SEISMIC GRANT (SHARED PROPORTIONALLY WITH LIBRARIES)	TBD
ESTIMATED TOTAL NCPDR FUNDS	\$ 21.0 - \$ 23.0 million

*PROJECT NEEDS TO BE ADDED TO THE CAPITAL IMPROVEMENT PLAN (CIP)

PROJECT SCHEDULE



FALL 2019
TECHNICAL INVESTIGATION

Analyzing the Concord Property and the Gladstone City Hall site to understand its potential opportunities and constraints.



FALL 2019 - WINTER 2020
NEEDS ASSESSMENT / PROGRAM

Learn about community wishes, aspirations and building uses for the Concord Property, the Oak Lodge Library and the Gladstone Library.



WINTER - SUMMER 2020
DESIGN ALTERNATIVES ANALYSIS

Create three design alternatives for each location, using community input and technical data.



SUMMER - FALL 2020
PREFERRED DESIGN ALTERNATIVE & REFINEMENT

Recommend a preferred alternative for each location.



FALL 2020 - SPRING 2022
DESIGN/ENGINEERING & PERMITTING

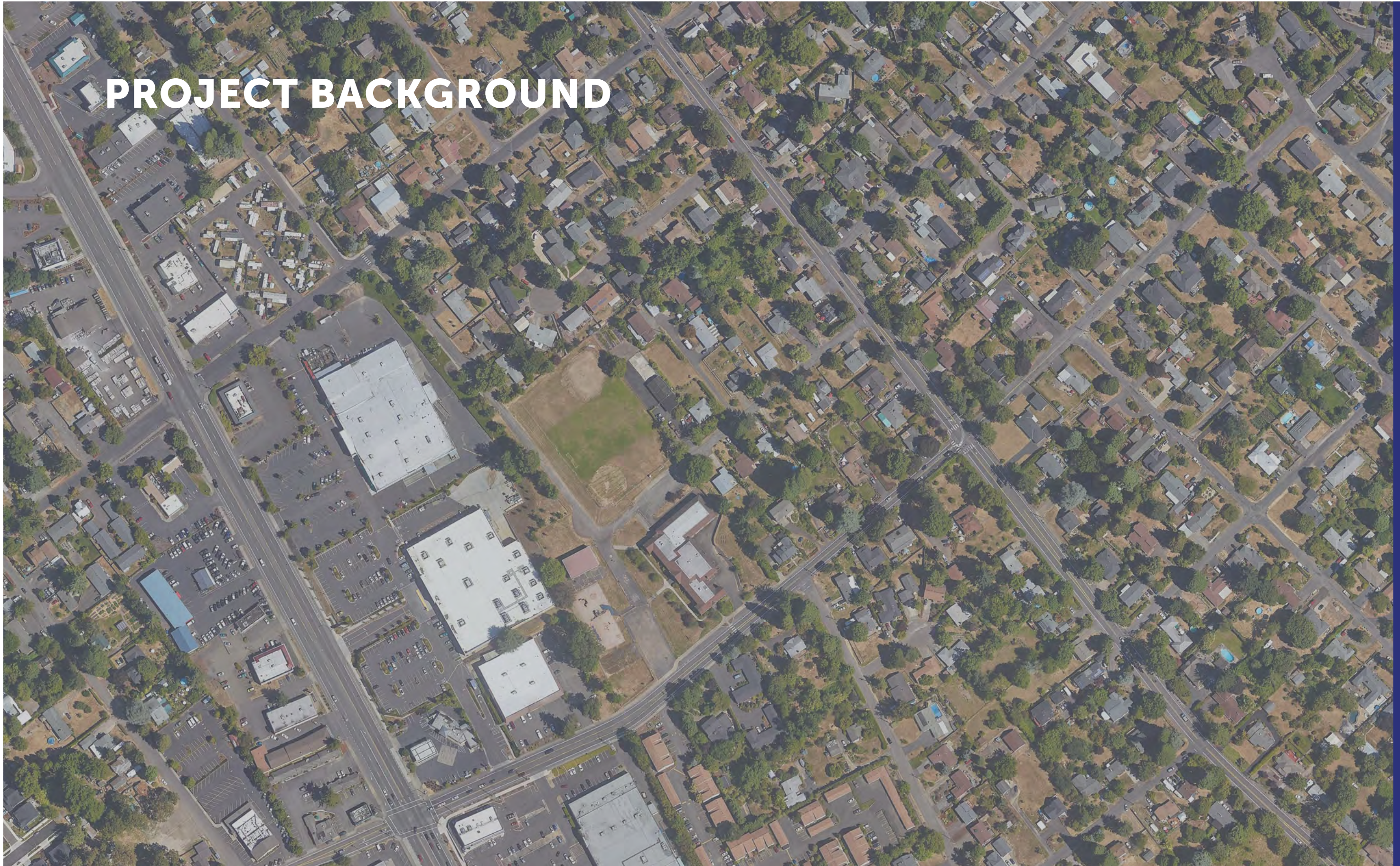
Complete detailed design work and construction documents. Get land use approvals and building permit.



SPRING 2022 - FALL 2023
CONSTRUCTION (TENTATIVE)

Construct buildings and site improvements.

PROJECT BACKGROUND



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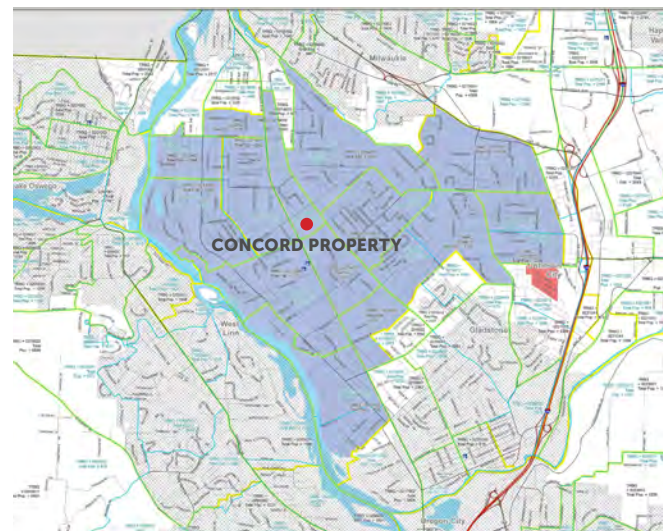
CONCORD PROPERTY PROJECT BACKGROUND

PROVIDING THE OAK LODGE AND GLADSTONE LIBRARY SERVICE AREAS WITH ACCESS TO SAFE, MODERN LIBRARY FACILITIES, AND, FOR THE OAK GROVE AND JENNINGS LODGE AREA, IMPROVED ACCESS TO A PARK AND A MULTI-PURPOSE COMMUNITY CENTER, CREATES AN OPPORTUNITY TO ADDRESS THE NEEDS OF THE LIBRARIES AND THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD).

As a joint project, this supports the county's strategic priorities by creating efficient use of resources and provides an opportunity for robust public engagement throughout the planning process.

The Oak Lodge Library, currently located within a leased facility on SE McLoughlin Boulevard, serves over 31,000 service area residents with over 10,000 registered borrowers (2017/18 fiscal year counts). The existing 5,100-square foot Gladstone Library currently serves over 21,000 service area residents with 6,100 registered borrowers. The sharing of library resources between the Gladstone and Oak Lodge libraries expands the capability of each branch to serve their individual communities.

Within NCPRD, the former Concord Elementary School (Concord Property) was acquired in the Oak Grove/Jennings Lodge planning area which serves approximately 25,000 people. Until purchase of the Concord Property, the area had limited access to parks, indoor recreation, gyms, and community gathering spaces. In addition, NCPRD's administration offices are currently located in leased space outside the District in Oregon City. The Concord Property therefore provides an important opportunity within the Oak Grove/Jennings Lodge area to address community needs, indoor and outdoor recreation opportunities, and library access in one comprehensive development.



OAK LODGE LIBRARY SERVICE AREA



GLADSTONE LIBRARY SERVICE AREA



WESTERN PORTION OF NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

HISTORY

In 2018, in accordance with a preliminary outline for a joint planning process approved by the BCC, a Concord Property and Library Planning Task Force and Gladstone Community Library Planning Task Force were formed to advise staff and the Board of County Commissioners (BCC) on library master plans and the planning process, community center and park needs, and capabilities of the Concord Property.

The two task forces began meeting regularly in early 2019. Each task force selected two members to represent its interests on a 13-member committee that selected the design team led by Opsis. Beginning in fall 2019, joint task force meetings were held to increase project efficiency and information-sharing, with task force members informally approving the master plan scope of work. (Later in the process, the task forces began meeting separately to focus on their own unique projects.) Following approval by the BCC, Opsis began the four-phase master planning work:

PHASE 1: Technical investigation

PHASE 2: Needs Assessment / Programming

PHASE 3: Design Alternatives Analysis

PHASE 4: Preferred Alternative Refinement and Master Plan Report

This master plan document serves as the springboard for the design team as it progresses into full design phases, with construction anticipated to begin in Spring of 2022.

COMMUNITY ENGAGEMENT

COMMUNITY ENGAGEMENT GOALS

The master planning process placed a high priority upon the importance of robust community engagement. The process began with the development of the project's Public Involvement Plan (included within the appendix), which reviewed past public outreach effort related to the libraries to form a more complete picture of the community and to create a strategy for effective techniques within each area. This information was coupled with additional demographic research to help target specific populations who will use the facilities but were

under-represented in prior planning and design projects. The plan was reviewed by the task force, which provided feedback and informal approval.

The design team held a variety of activities to obtain feedback throughout the process.

SUMMER 2019

- In-person/phone stakeholder interviews

FALL 2019

- In-person open house with opportunities to inform and gather input
- Online public survey in both English and Spanish
- Targeted engagement to identify underserved communities

WINTER 2020

- In-person design workshop for each project area
- Targeted outreach to identify underserved communities

SUMMER 2020

- Online public survey (provided in English and Spanish)
- Targeted engagement to identify underserved communities

Project information and event advertisement took place via the project website, social media postings, press releases, meetings and announcements at community planning organization (CPO) meetings, along with postcards mailed to all residents in the project area, and flyers distributed at local businesses and government buildings, and with food bank deliveries.

The outbreak of the COVID-19 pandemic in March 2020 resulted in significant impact to all planned outreach and engagement activities. This external pressure negatively affected the options to conduct outreach and reduced the number of participants in the design alternatives phase of the work, particularly with underserved community groups. The project team plans to expand targeted outreach effort in the next early design phase to obtain additional input, if feasible.



COMMUNITY EVENT AT THE CONCORD PROPERTY



COMMUNITY ENGAGEMENT, GOOD ROOTS FOOD PANTRY

PROJECT SCHEDULE



FALL 2019

TECHNICAL INVESTIGATION

Analyzing the Concord Property and the Gladstone City Hall site to understand its potential opportunities and constraints.



FALL 2019 - WINTER 2020

NEEDS ASSESSMENT / PROGRAM

Learn about community wishes, aspirations and building uses for the Concord Property, the Oak Lodge Library and the Gladstone Library.



WINTER - SUMMER 2020

DESIGN ALTERNATIVES ANALYSIS

Create three design alternatives for each location, using community input and technical data.



SUMMER - FALL 2020

PREFERRED DESIGN ALTERNATIVE & REFINEMENT

Recommend a preferred alternative for each location.



FALL 2020 - SPRING 2022

DESIGN/ENGINEERING & PERMITTING

Complete detailed design work and construction documents. Get land use approvals and building permit.



SPRING 2022 - FALL 2023

CONSTRUCTION (TENTATIVE)

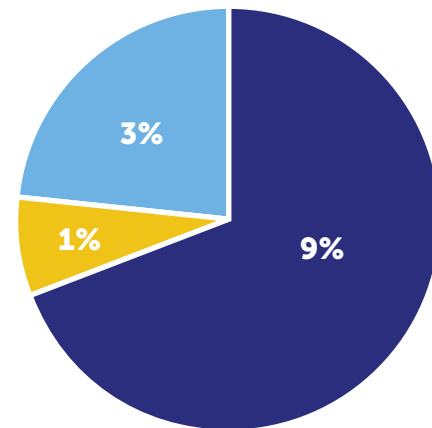
Construct buildings and site improvements.

DEMOGRAPHICS

Specific localized demographic information informed the community engagement process. The study area for the joint project included both the Oak Lodge Library service area, north to the City of Milwaukie boundary between I-205 and the Willamette River, and the Gladstone Library service area (the City of Gladstone and unincorporated Gladstone). US Census and local elementary school data was used to establish a well-rounded understanding of each community's racial, language and income demographics.

CENSUS DEMOGRAPHICS

- HISPANIC OR LATINO
- TWO OR MORE RACES
- BLACK OR AFRICAN AMERICAN



*PLEASE NOTE, ALL LISTED RACES BESIDES HISPANIC/LATINO ARE NON-HISPANIC. UNLISTED RACES WERE 0%.

CENSUS DEMOGRAPHICS FOR JOINT PROJECT

- Census Demographics for Joint Project
- Hispanic or Latino (of any race) - 9%
- Black or African American alone, non-Hispanic - 1%
- American Indian and Alaska Native alone, non-Hispanic - 0%
- Asian alone, non-Hispanic - 2%
- Native Hawaiian and Other Pacific Islander alone, non-Hispanic - 0%
- Some other race alone, non-Hispanic - 0%
- Two or more races, non-Hispanic - 3%

SCHOOL DEMOGRAPHICS

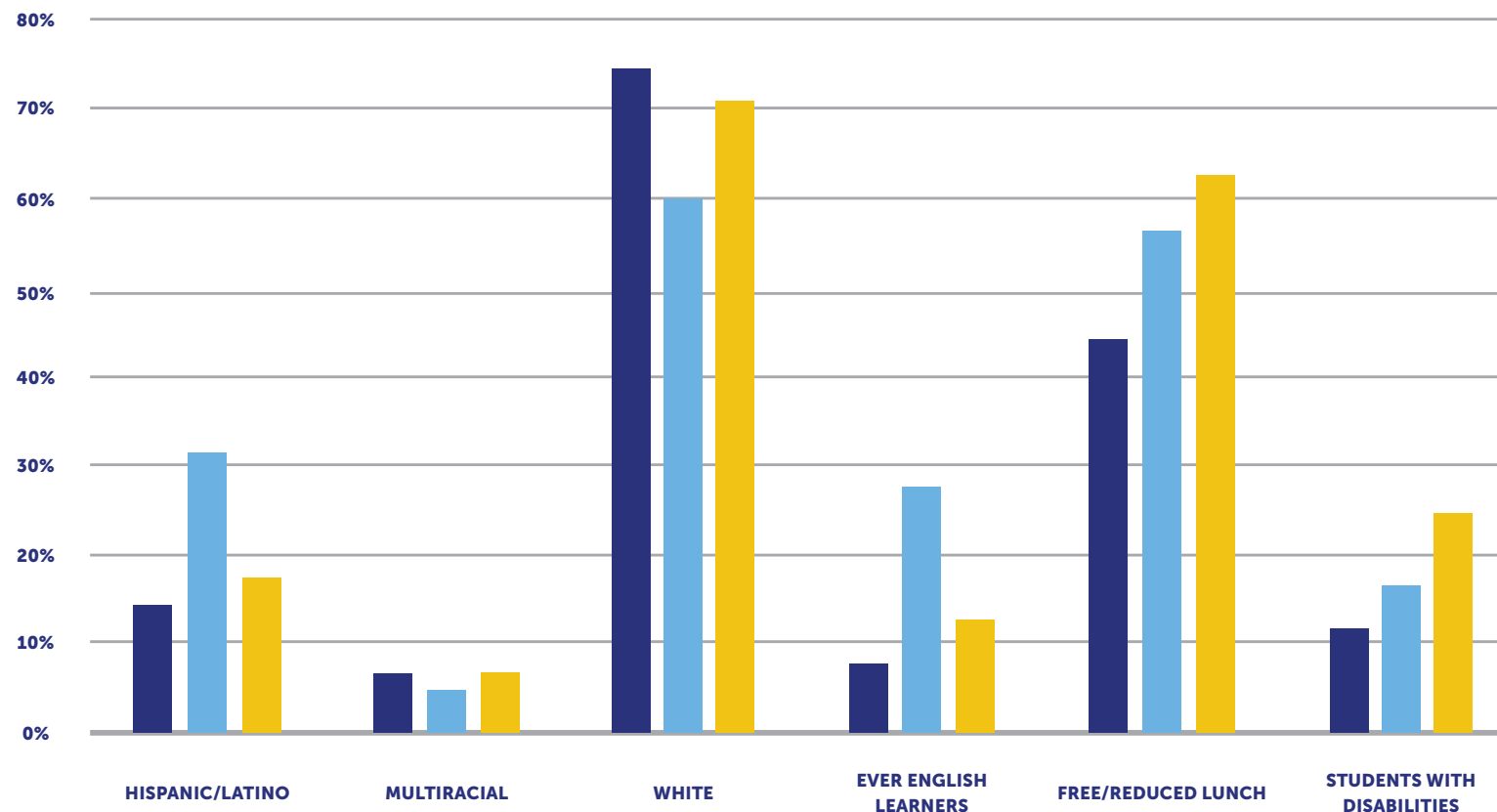
John Wetten Elementary School, Gladstone SD: 15% Hispanic/Latino students, 7% multiracial, 75% White; 8% ever English Learners; 10 languages spoken; 45% Free/reduced price lunch; 12% students with disabilities.

Riverside Elementary School, North Clackamas SD: 32% Hispanic/Latino, 5% multiracial, 60% White; 28% Ever English Learners; 8 languages spoken; 57% Free/reduced price lunch; 17% students with disabilities.

Oak Grove Elementary School, North Clackamas SD: 18% Hispanic/Latino, 7% multiracial, 71% White; 13% Ever English Learners; 8 languages spoken; 63% Free/reduced price lunch; 25% students with disabilities.

SCHOOL DEMOGRAPHICS

- JOHN WETTEN ES, GLADSTONE SD
- RIVERSIDE ES, NORTH CLACKAMAS SD
- OAK GROVE ES, NORTH CLACKAMAS SD



TASK FORCE VALUES

CONCORD PROPERTY TASK FORCE VALUE STATEMENTS WERE ESTABLISHED EARLY IN THE PROCESS BY THE TASK FORCE TO OUTLINE WHAT IS IMPORTANT TO THEIR COMMUNITY.

Task force members were asked to identify what they and their community valued most as a guide to the creation of a new library, community center and park on the Concord Property. These values, which were confirmed and approved in subsequent meetings, became the basis for establishing the evaluation criteria against which the design alternatives were tested.

CONCORD PROPERTY TASK FORCE VALUE STATEMENTS & IDENTIFIED COMMUNITY NEEDS

We Value

- Conscientious stewardship of funding;
- Creating a site that can serve multiple functions and accommodate community needs, both indoors and outdoors;
- Understanding and preserving the many histories, including the remaining historic features, that existing in this community and the Concord Property;
- Providing a welcoming and inclusive community heart that serves people and promotes a sense of shared community identity;
- Providing inclusive, diverse, and culturally-informed accessibility and access to services that accommodates all people regardless of age, race, gender, socioeconomic status, and mobility;
- Identifying and capitalizing on opportunities that will serve generations to come;
- Outcomes that are a result of responsible community involvement;
- Stewardship of parks, natural and green spaces; and
- Incorporating sustainable practices in the design, construction and operation of outcomes, and a holistic view of community impacts.

We, as a community, need

- A place for gathering and learning;
- Library;
- Recreation;
- Economic development;
- Opportunities for community art; and
- Park, natural and green spaces.

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RECOMMENDED MASTER PLAN



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CONCORD PROPERTY

RECOMMENDED MASTER PLAN

SITE ANALYSIS

SITUATED ON A 5.94-ACRE PARCEL OF LAND, THE CONCORD PROPERTY SITS PROMINENTLY AT THE JUNCTURE BETWEEN THE HIGHLY COMMERCIAL AREA FRONTING SE MCLOUGHLIN BOULEVARD AND A RESIDENTIAL NEIGHBORHOOD.

It is located in the heart of the Oak Grove community and adjacent to the Jennings Lodge community in unincorporated Clackamas County between the cities of Gladstone and Milwaukie.

The NCPRD-owned site is located in the southwest part of NCPRD in an area that has been identified as needing more parks and community services. It is also in the center of the Oak Lodge Library service area. This project provides an opportunity for a new park to have a direct relationship with the new community center and library, which will support creating a community heart in the Oak Grove/Jennings Lodge area. The expressed community goals for this site include the creation of a park with natural features and play area, flexible open space for recreation and events, and a plaza to serve the neighborhood and broader community.

NATURAL FEATURES

Trees, lawn, and the slope of the topography are the primary natural features on the site.

Landscape embankments, stairs, and retaining walls were created to accommodate a 30-foot change of elevation within the site changes:

- Bermed areas exist around the recreation field and between the building and parking lot.
- Retaining walls occur along the eastern edge of the site.
- Slopes and changes in elevation create an opportunity for seasonal water runoff features that can be used to design innovative and sustainable site features.

Trees of different species, maturity, and health are scattered throughout the open space:

- Smaller canopied trees around the building are generally in poor health and have not been properly maintained over the years.

- A group of large-stature trees, including Oregon White Oaks, straddle the west property line. As future plans are developed, careful consideration should be made to saving these trees.
- Trees along the perimeter of the open space adjacent to the neighboring home should be evaluated during the development of the design.

Lawn provides an active use area with two fenced softball fields a soccer field overlay that is heavily used for recreation, and community events.

VIEWS

Due to the significant grade change within the Concord Property which continues further westward beyond the property boundaries, the former school building holds a presence on the site and views to the west. From SE McLoughlin Boulevard, the property is fully visible, and it has a dominating position when looking to the northeast from the major intersection at Concord. The ability to maintain a view of the historic Concord building was expressed as a priority by the community. The proposed design respects this priority, and provides the potential to enhance the building as a significant architectural amenity in the community.



SITE CONTEXT



LANDSCAPE



VIEWS



ZONING

DEVELOPMENT / ZONING

The Concord site is split-zoned with the majority being Open Space Management (OSM). The remainder of the site is zoned Single Family Residential (R7 and R8.5). The Clackamas County Zoning and Development Ordinance (ZDO) allows park uses outright within the OSM zone; however community center and library uses both require approval through Conditional Use review in both OSM and residential zones. The ZDO does not currently allow office use within the OSM zone. Discussions with county planning staff are underway to determine the best land use path forward for the project.

TRANSPORTATION AND SITE ACCESS

Multimodal access is a site attribute. The site is served well by vehicular access on the three sides:

- SE Concord Road is the primary access to the site, with minor access on SE Spaulding Avenue to the east and SE Olive Avenue to the north.
- SE Concord Road provides nearby pedestrian and vehicular access to SE McLoughlin Boulevard, a principal arterial to the west, and SE Oatfield Road to the east.
- SE Concord Road has pedestrian and bicycle routes.
- SE Oatfield Road and SE McLoughlin Boulevard has bus access.
- Concord Property is 1.7 miles from the SE Park Avenue MAX station.
- SE Concord Road drop-off area that was previously used for school bus transportation is planned to remain for convenience.

The topography creates accessibility challenges to the building entrance and within the site itself, therefore an on-grade universally-accessed main entrance is proposed.

Primary vehicular access to visitor parking and internal drop off areas are proposed from SE Concord Road:

- Access will need to have adequate site distance by maintaining clear areas along the site frontage.
- Site access should function adequately with the addition of a center left turn lane on SE Concord Road.
- 150 feet of vehicle stacking should be provided for vehicles queued to leave the site, with a minimum of 50 feet to allow vehicles to pull in and transition from street to parking area.
- Minor staff access / loading is also proposed from SE Concord Road, with additional staff parking accessed from SE Spaulding Avenue.

EMERGENCY / FIRELANE ACCESS

Fire and emergency access will need to be accommodated, allowing for fire truck access 150 feet from all first floor, exterior sides of the building. The proposed access from both SE Concord Road and SE Spaulding Avenue is expected to allow such access without the need for a separate internal drive. Fire-truck turnarounds can be accommodated from both SE Spaulding Avenue and SE Concord Road.

PARKING REQUIREMENTS

The Clackamas County ZDO provides parking requirements for all proposed uses except the library. A review of these requirements and a survey of similar regional facilities and national standards showed that a minimum range between 2.4 - 3.2 stalls per 1,000 gross square feet of building may be sufficient. This approach is currently represented in the design. This parking supply could be supplemented through shared parking agreements with neighboring tenants to meet the needs of special events and provide greater flexibility in program scheduling. Significant public discussion centered on the parking requirement and how to find a balance of program and parking to preserve open space yet serve visitor needs. Discussions with county planning staff are underway to finalize the amount of required parking.

Traffic and parking survey counts at similar regional facilities are still needed to refine the estimated vehicular trips and parking demand, as well as a traffic impact analysis (TIA) as required by Clackamas County to meet Conditional Use or other requirements. Global Transportation Engineering's Summary Memo can be found in the appendix of this report.

SITE UTILITIES

The Concord Property is connected to all underground utilities. Water, storm, and sanitary service are all provided through the Oak Lodge Water Services District. Existing mains for water, storm, and sanitary are located within the vacated rights-of-way of SE Spaulding Avenue and SE Olive Avenue as well as in SE Concord Road.

Required onsite stormwater management should be designed to infiltrate to the maximum extent feasible. The anticipated area required for stormwater facilities will be equal to 6 - 10% of the impervious area (typically, roofs and asphalt surface parking areas) and is currently proposed in areas around the building, within the parking area and along the southwestern side of the property where the grade is lowest.



CLIMATE

SOILS

A geotechnical investigation and report has been completed by GRI Engineers. See appendix for full report. Preliminary investigation based on published documentation followed by in-depth and on-site investigations indicate the site contains varying thicknesses of local fill soils, primarily consisting of silt, clay, sand and gravel over alluvial deposits above the Columbia River Basalt Formation. The site is classified as Site Class D due to stiff-base soil with recommended foundation design based upon an allowable bearing capacity of 3,000 pounds per square foot.

United States Geological Survey (USGS) mapping indicates the presence of the Oatfield Fault along the southwestern portion of the site. USGS and further geotechnical investigation findings do not consider the Oatfield Fault to be an active contributing source in their Probabilistic Seismic Hazard Analysis, with low risk of fault rupture at the site; however the report recommends avoiding placing structures within 50 feet of the existing fault line. GRI's analysis defines a seismically-induced settlement potential of up to 1-2 inches, with a low risk of earthquake-induced slope instability and/or lateral spreading. GRI's Geotechnical Investigation and Site-Specific Seismic-Hazard Evaluation report can be found in the appendix.

CLIMATE

Due to the southwest orientation of the site, solar access is optimal for the consideration of sustainable strategies such as photovoltaic solar panels. Natural ventilation strategies are aided by summer winds from the northeast and winter winds from the southwest.

OPPORTUNITIES / CONSTRAINTS

SITE ANALYSIS REVEALED THAT THE OPPORTUNITIES PRESENTED BY THE CONCORD SITE GENERALLY OUTWEIGH KNOWN AND ANTICIPATED CONSTRAINTS.

CONTEXT (ZONING, PUBLIC AMENITIES, ECONOMIC DRIVERS)	
<p>Opportunities</p> <ul style="list-style-type: none"> The proposed use of the site is appropriate in this area between commercial and residential land uses. There are many nearby commercial amenities (coffee shops, grocery, gas station, sporting goods, etc.). Increased visits to the site may have a positive economic impact on nearby businesses. Locating NCPRD office on this site provides with them with a prominent public presence and convenient access to District residents and facilities. 	<p>Constraints</p> <ul style="list-style-type: none"> Office use is currently not allowed within the site zoning designations and may require rezoning or another land use process.
SITE CIRCULATION / TRAFFIC (TRANSIT, BIKE, CAR, PEDESTRIAN)	
<p>Opportunities</p> <ul style="list-style-type: none"> There is good public access (proximity to SE McLoughlin Boulevard and SE Oatfield Road). The site is located adjacent to a bike route. Convenient bus routes are located nearby on SE McLoughlin Boulevard and SE Oatfield Road. There is public street access on three sides of the site. The site has good "front door" access from the west parking lot (ADA / universal accessibility issues will be addressed). Neighbors are able to walk to the site. 	<p>Constraints</p> <ul style="list-style-type: none"> Main entry is not accessible. Development will likely require traffic impact and parking studies. Location may result in a higher incidence of unwelcome behavior. Service access from SE Spaulding Avenue is challenging due to grade changes. Nearby local streets are not pedestrian-friendly (curb-tight sidewalks or no sidewalks). Parking requirements may limit available park space.
CLIMATE	
<p>Opportunities</p> <ul style="list-style-type: none"> The site has good solar access, providing opportunities for renewable energy. 	<p>Constraints</p> <ul style="list-style-type: none"> Wind exposure on the site is relatively high due to position of the building on the site and the grade of the site.

SITE HISTORY (SITE USE, BUILDING USE, BUILDING STRUCTURE)	
<p>Opportunities</p> <ul style="list-style-type: none"> Public use protects the Concord building from demolition and creates a cultural heart for the community. Art can represent and culture and history. Adaptive reuse of Concord building may be less expensive than new construction. 	<p>Constraints</p> <ul style="list-style-type: none"> Historic requirements will require mitigation. Additional measures are required to ensure the building and site conform to current seismic and accessibility codes. Hazardous building materials will require abatement. Underground storage tanks (UST) will require mitigation. Utilizing existing space could result in less efficient building layout than new construction.
SITE CHARACTER / FEATURES (VIEWS, VEGETATION, GRADE)	
<p>Opportunities</p> <ul style="list-style-type: none"> The site allows for prominent views of existing building. The large site provides the opportunity for a significant park. 	<p>Constraints</p> <ul style="list-style-type: none"> Site grading and elevated upper level entry create accessibility challenges. Development costs may be expensive due to the need to grade the site to accommodate uses. Storm runoff from neighboring sites needs to be accommodated. Structures need to be located 50 feet away from the Oatfield Fault.
	



KEY CONSIDERATIONS

The primary goal of the project team was to provide the task force, public, and staff with design solutions for the Concord Property which would allow them to

- Assess whether it was feasible to locate the Oak Lodge Library on the Concord Property;
- Test the viability of shared resources between the library, the community center, and NCPRD administrative office for cost, design and construction efficiency
- Define the level of historic preservation of the Concord building and grounds;
- Address seismic safety and recommended upgrades of the existing Concord structure; and
- Evaluate alternatives in order to make an informed recommendation to the BCC of a preferred design alternative.

CONCORD LOCATION FOR THE OAK LODGE LIBRARY

The Master Plan scope of work define that, at a minimum, the three scenarios be explored:

1. Free-standing library
2. Library as an addition to the Concord building
3. Library accommodated within the existing building footprint through renovation (but no expansion)

SHARED EFFICIENCIES

Concept options to address both library and recreation needs were reviewed to explore what building elements could be shared between the library and NCPRD to gain efficiency in design, capital construction and operations, and to examine how the community would benefit by having the library and community center near each other. This latter issue was a key consideration in evaluating cost, staff and resource efficiency

HISTORIC CONSIDERATIONS

The Concord Property carries with it a long history for the Oak Grove/Jennings Lodge residents as well as the wider community. Purchase of the property by NCPRD was an important step toward preserving Concord property and aligns with substantial community feedback to protect and preserve it. Community ties to this treasured place run deep and elicit a strong and passionate desire for its continued use and preservation.

Following the closure of Concord Elementary School, a group of local residents rallied to form the Concord Partnership non-profit organization to advocate for saving the building and repurposing it for community use. The Concord Partnership's effort was supported by Restore Oregon, which added the building to their Oregon's Most Endangered Places list in 2015 to bring wider attention to the preservation effort

The Concord School is a publicly owned building that is eligible for the National Historic Register. Therefore, proposed changes to the property will be reviewed by the State Historic Preservation Office (SHPO). Based upon the Concord School Historic Assessment (see appendix) prepared by Architectural Resources Group (ARG) during the planning process, SHPO's review of the redevelopment is expected to be focused on the building's anticipated character-defining features:

- Main entry
- Exterior addition(s)
- Window replacement
- Gymnasium / auditorium
- Treatment of other interior spaces

Through public feedback and task force discussions, the importance of preserving the building and some interior elements was emphasized. This resulted in

- A new, grade-level, accessible entry that respects the traditional central staircase;
- Preserving the existing gymnasium and stage for recreation and performances;
- Building additions that are complementary to the existing building; and
- Incorporating Concord history and art in the design.

SEISMIC CONSIDERATIONS

The Concord building was originally constructed of light-wood framing supported by interior bearing walls and exterior two-layer masonry (brick) bearing walls. At the time of original construction, the exterior brick walls were not reinforced to protect from collapse during a seismic event. In 2001, some seismic strengthening was added around all entrance/exit egress pathways and along the entire eastern gymnasium wall to reduce collapse and falling hazards to allow for safer exiting of the building during a seismic event.

A technical analysis of the building was done to review the work completed in 2001, identify deficiencies and propose supplemental structure options to enhance the structural performance of the building. Major redevelopment of the building as proposed will require that any new work meets current minimum seismic code, and any portion of the work that affect the current structural system of the existing building must be brought up to the same minimum seismic code level. Techniques will include supplemental plywood sheathing, metal framing to support the brick and possibly the application of shotcrete to the inside of exterior walls.

Seismic safety of the building was a major point of discussion by the task force throughout much of the planning process. A baseline scenario of the existing building was established prior to the development of options, with high-to-low options for cost evaluation. Feasible seismic upgrade scenarios ranged from the minimum code-required life-safety level up to an enhanced life-safety level upgrade to prevent significant damage to the building. Additional meetings to address public / task force concerns about seismic safety and soil conditions were held to inform and discuss possible risk scenarios.

The community has expressed the desire to have an emergency gathering point at the Concord site, and that will continue to be analyzed for viability in the next phase of work.

EVALUATION / RECOMMENDATION

The evaluation of concept alternatives based upon an agreed set of criteria allowed the task force and public participants to understand the opportunities and challenges of each potential design solution. Characteristics explored included

- Library and recreation identities;
- Program layout - efficiency and challenges;
- Historic impact;
- Open space impact;
- Parking / access impact,
- Operational impact; and
- Cost impact.

This provided the task force (and public, through survey feedback) the opportunity to conduct an informed evaluation of choices to reach a preferred design alternative to recommend to the BCC.

CONCORD SCHOOL, 1890; IMAGE CREDIT: OAK LODGE HISTORY DETECTIVES



NEEDS ASSESSMENT / PROGRAM SUMMARY

The design team utilized a range of input to inform initial program development from a variety of sources:

- Stakeholder focus groups
- NCPRD teen group
- Oak Grove Elementary School (for Spanish speakers)
- Good Roots Community Church
- In-person open house
- Online public survey
- Concord Task Force

A task force field trip to Firstenberg Community Center and Cascade Park Library in Vancouver, Washington (designed by Opsi and Johnston Architects) provided valuable context for subsequent programming discussions. The Concord Property, which holds fond memories for many residents, continues to serve the community. Children and adults continue to use the gym for recreation, events and performances, and classroom spaces are used for occasional meetings. Outdoor play field serve recreation league soccer and softball and provide space for NCPRD’s Movies in the Park during the summer months. The playground and basketball shed continue in use, and the property as a whole is enjoyed by dog walkers and people getting general exercise.

Clearly evident in many program discussions and public feedback was a strong desire for the Concord Property to be a community gathering place within the Oak Grove / Jennings Lodge area – a space for social interaction to strengthen the mind and body, make learning accessible to people of all ethnicities, ages, abilities and income levels, and a place that connects to nature.

SHARED OPPORTUNITIES

Placing a library, community center and park on the site created the need to balance all three needs. This meant it was a necessity to find opportunities for shared spaces to provide efficiency.

Both the Concord Task Force and staff noted the many competing programmatic elements that could be on the site – more than space would allow to function successfully. Public feedback highlighted the importance of providing indoor and

FIRSTENBURG / CASCADE PARK LIBRARY TASK FORCE TOUR



outdoor programs that support one another, meet the highest community needs, and are right-sized for success.

The community-driven nature of all three program components create abundant opportunities for shared space. Consideration of shared amenities was discussed at length with stakeholders and prioritized to share costs and resources. Collectively, the task force and public identified many possible shared spaces:

- Public meetings
- Arts & crafts space
- Entry, lobby, and circulation
- Lounge areas
- Restrooms
- Parking
- Outdoor events

LIBRARY PROGRAM PRIORITIES

Staff and community input identified distinct characteristics of the Oak Lodge Library collection. Existing collections were extrapolated using average densities of materials per square foot and materials per patron to arrive at target collection sizes. These were translated into areas per collection and tuned to match the target library size to align with the size dedicated for the Oak Lodge Library. Then, within the constraints of community preferences, the group was able to identify collection, seating and support/workroom spaces consistent with other library programs around the Northwest. In addition, the task force and public input identified a desire for a variety of spaces:

- Two small and medium-sized study spaces
- One medium-sized meeting room
- One large meeting room for programs and summer lunches
- Space for “Library of Things” / Tool Library
- Indoor / outdoor programs
- Space for library events such as readings and book signings
- Friends of the Oak Lodge Public Library display, sales and work area
- Library storage
- Indoor/outdoor connection for library programming
- Seed library

INDOOR RECREATION PROGRAM PRIORITIES

The Concord Property is valued by the Oak Grove / Jennings Lodge community, and it is a top priority for NCPRD to serve the recreation needs of the community. Retaining the gymnasium as a community resource was identified as a priority along with the opportunity to provide a large, state-of-the-art indoor gymnasium for year-round recreation, particularly because it does not currently exist within NCPRD’s assets. Program space needs were identified by NCPRD early in the programming process:

- Medium and small group exercise studios
- Retain existing gym
- Community room
- Open space
- District office and board room
- Storage areas to support recreation / event needs





An additional high-value recreation space identified through community input include consideration of a two-court gym, with a viewing area and locker rooms.

COMMUNITY PROGRAM PRIORITIES

Public input and feedback consistently identify the importance of the Concord site as a holistic community benefit Spaces, which support community activities and social needs ranked high amongst the community:

- Multi-use / classroom training space for jobs, GED, language, and citizenship classes
- Informal community gathering and lounge spaces
- After-school programs
- Kitchen space for community use, cooking classes, and catering
- Arts and crafts and/or maker spaces
- Space for art display
- Indoor and outdoor community performance space
- Space to recognize Oak Grove / Jennings Lodge history
- Flexible spaces for tutoring, social service providers, and community needs
- Community shelter space for use during emergencies
- Teen space
- Coffee cart

PARK / OUTDOOR RECREATION PROGRAM PRIORITIES

Community stakeholders and NCPRD expressed a desire for balance between active and passive park area uses:

- Flexible open space for active-use events and youth soccer
- Walking trails / exercise loops
- Shade and tree canopy areas
- Natural habitat plantings
- Covered picnic area
- Universal-access playground
- Interactive water feature
- Formal and informal seating areas
- Amphitheater with seating
- Space for porta-potties and utility hookups
- Parking and loading areas

RECOMMENDED PROGRAM ELEMENTS

The preferred design alternative (total building area: 67,100 square feet) recommends program elements which best represent both public and staff priorities:

Library Spaces

- Service point / check out area
- General study area
- Children's area
- Teen area
- General collection
- General lounge / living room
- Periodicals
- History area
- Friends of Oak Lodge Public Library display / sale area
- Book drop
- Public computers and/or use of laptops in general lounge areas
- Public printer and scanner area
- Staff workroom
- Book processing area
- Seed library

Community Spaces

- Large meeting room
- Flexible use meeting room
- Multi-use space for arts & crafts
- Large divisible community meeting room
- Community kitchen
- Multi-use classroom
- Teen area

Activity Spaces

- Reception desk
- New large gymnasium

- Existing gymnasium and stage
- Flexible medium-size active use area
- Flexible large-sized active use area

District Administration Office

- Reception
- Three private office
- 16 open office stations
- Conference room
- Wellness room
- Staff lounge

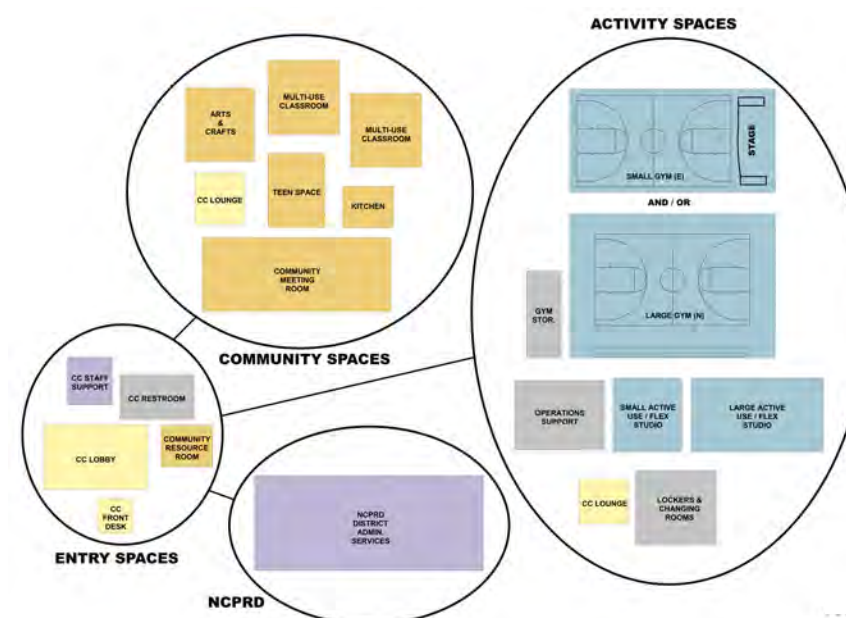
Building Support

- Entry vestibule, lobby and lounge areas
- Locker rooms
- Restrooms
- Storage

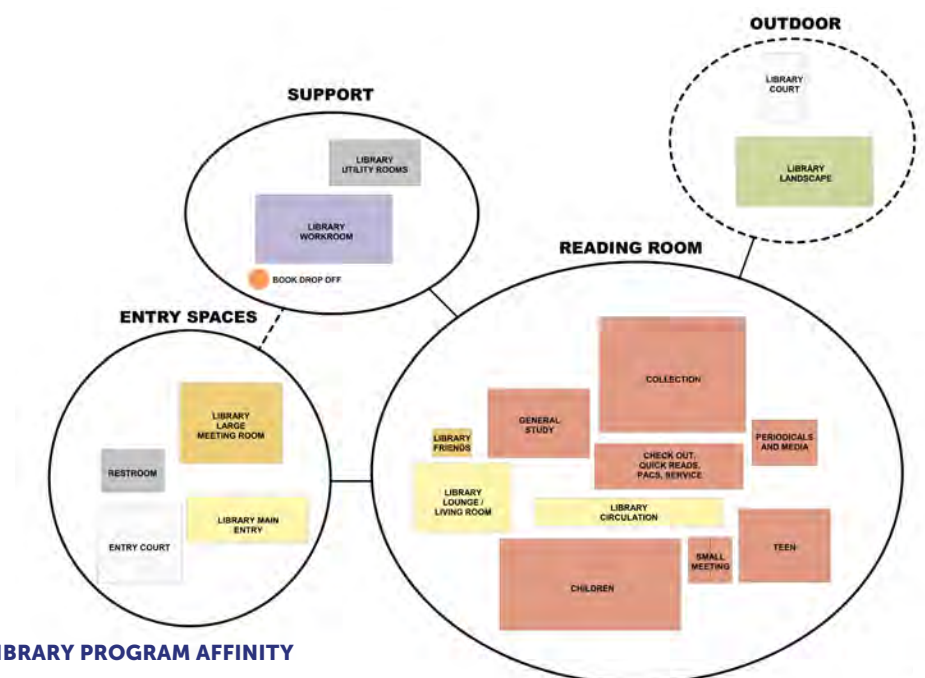
Park / Outdoor Recreation / Parking

- Play area
- Interactive water feature
- Picnic shelter
- Plaza
- Amphitheater with seating
- Open lawn for active space
- Grove of trees
- Loop trail
- Drop off visitor and staff parking spaces

A complete list of the recommended space components and associated square footages are listed in the Concord building program within the appendix.



RECREATION PROGRAM AFFINITY



LIBRARY PROGRAM AFFINITY

PREFERRED DESIGN ALTERNATIVE

The preferred design alternative is based on sharing uses between the Oak Lodge Library and NCPRD; meeting the programs of the library, community center, park, and NCPRD office and accommodating needs for vehicle parking and storm water management.

The design creates the largest park possible while also accommodating other needs. To achieve indoor programming needs, two additions are proposed – one for a two-court gymnasium and one for a large, adaptable library reading room.

SITE LAYOUT

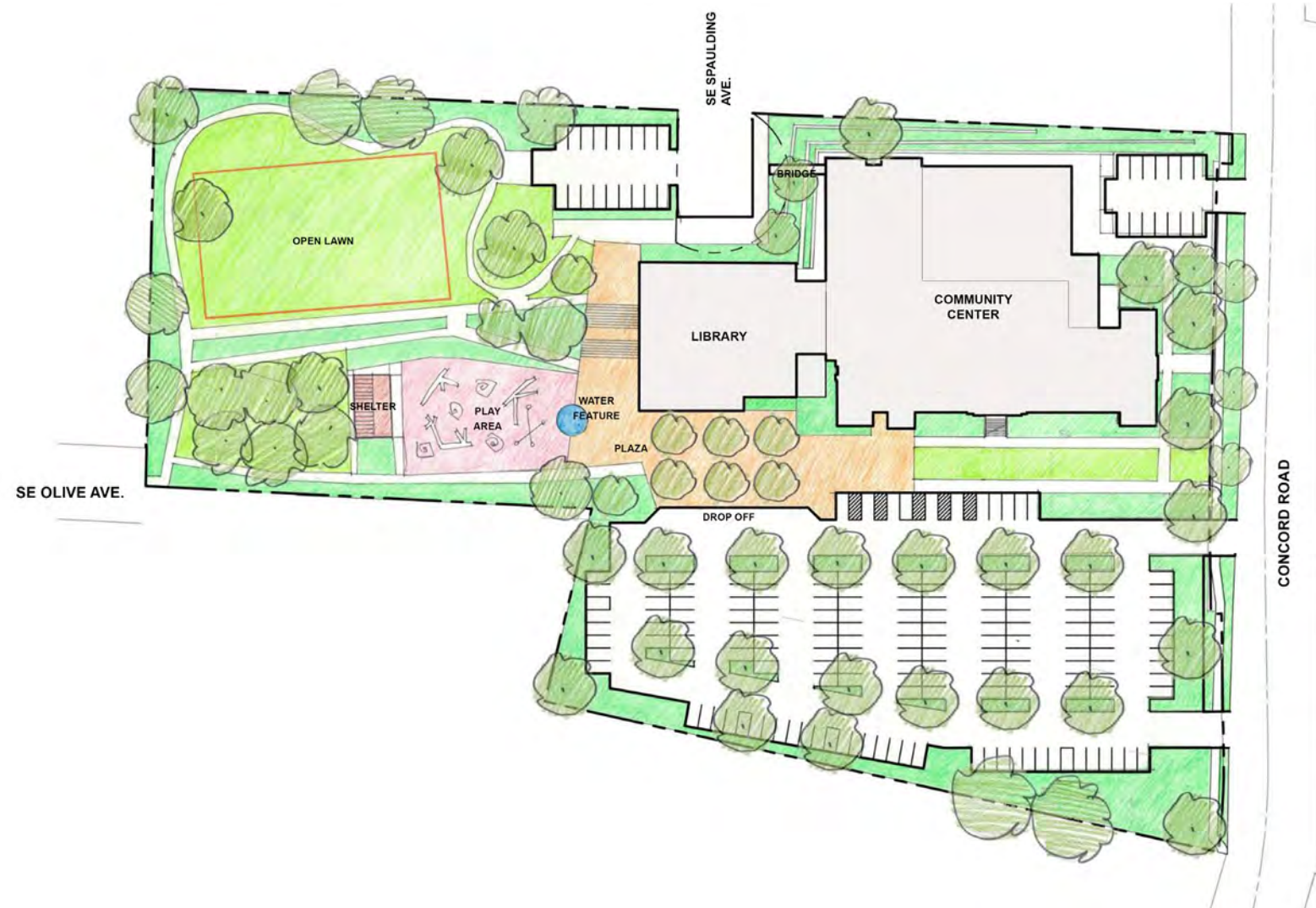
Open space in the site layout is an important amenity to provide for community spaces and unify the various site elements:

- A central plaza features a new shared entrance to the library, community center, and office. It also creates a flexible space for outdoor events and a gateway to the two-acre park which is located on the north east side of the site.
- The largest portion of the park is a multi-use space that can be used for events such as Movies in the Park and concerts as well as recreation youth soccer and casual play.
- The park includes a walking trail that wraps around the open space, universal play area near the plaza and picnic shelter, and a bosc of trees.
- Large trees and native planting will encircle the park to provide shade and habitat for small animals and birds.

The additions to the Concord Property were carefully considered:

- The volume of the two-court gymnasium addition will be positioned at the rear of the existing building in an underutilized location where it will have the least impact on the building.
- The library addition will be located north of the 1948 wing of the building where it will maximize use of the existing ground level with taller ceiling heights to serve library functions, and allow for a shared lobby for the library,

AERIAL VIEW LOOKING SW



SITE PLAN

community center and NCPRD administrative office. The library addition will also provide a prominent library identity and presence when viewed from SE Concord Road.

The library and community center will share an entrance:

- A new shared main entrance will be created at the ground level at the juncture between the original 1936 building and the 1948 addition. This new entry will provide universal accessibility from the arrival plaza with direct proximity to the vehicle drop-off and ADA parking. The existing monumental staircase will be preserved but de-emphasized and utilized for access to the existing gym for cultural and recreational events. Signage will help reinforce the fact that the monumental stair is not a regular entry except for special occasions.

Public parking is consolidated for efficiency and staff and service has separate parking areas:

- The main parking area is accessed from SE Concord Road and close by the library and community center entry for easy access and drop-offs
- A staff parking area with service access will be situated in the southeast corner of the site next to the gymnasium addition.
- A second service and staff parking area with a fire truck turn-around will be

located at the terminus of SE Spaulding Avenue east of the library addition.

- The service entry at SE Spaulding Avenue will include an elevated walkway to provide direct access to the kitchen, thereby serving the catering and load-in needs of the large community room on the upper floor of the community center.

BUILDING LAYOUT

Main Entrance

The Concord building will be a blended community center and library that maximizes the possibilities of co-location and the shared-use potential of the lobby, lounge, restrooms, and meeting spaces:

- The new ground level entry vestibule with extended canopy will create a welcoming entrance with an adjacent exterior book-drop.
- Upon entry, patrons will enter into a lounge and lobby space that connects the library, community center and NCPRD administrative office
- The existing stairwell and new elevator will provide clear wayfinding and convenient access to the upper level.



GROUND FLOOR PLAN



SECOND FLOOR PLAN

Ground Level

The NCPRD administrative office will be contained in the original west-facing wing with the reception / welcome desk positioned to optimize visual supervision of the main entry with sightlines to the hallway that leads to the restrooms, locker rooms and the two-court gymnasium addition. One shared meeting room will be accessible from both the NCPRD office and the lobby and another meeting room will be prominently located directly across from the office in the northwest corner next to the stairwell. Less acoustically sensitive spaces such as restrooms, locker rooms, storage, and mechanical and electrical rooms will be positioned under the existing gym directly across the hallway from the NCPRD office. This hallway will be secured from the main lobby and accessed primarily by NCPRD staff.

The library will combine the northern portion of the 1948 wing with the reading room addition:

- The existing north wing will be primarily occupied by the library with a secure library entrance, staff workroom, lounge with Friends of the Oak Lodge Public Library sale area, large meeting room, dedicated library storage, and mechanical room with separate mechanical units serving the library and community center.
- The primary service point, visible through an opening with large sliding doors, will have direct access to the workroom and offer unobstructed sightlines to the lobby and restrooms as well as visual monitoring of the library reading room and collection areas.
- Beyond the service point, the primary reading room will occupy the center and western portion of the addition.

- The teen area will be opposite the service point with popular materials and small conference rooms occupying the eastern portion of the addition along with the children's area tucked under a lower soffit area with clerestory above.

Upper Level

The upper level will be accessed directly from the lobby below via the existing stairwell and new elevator. There will be a two-story opening that visually connects the lower and upper lobbies. The community room with lounge area will be in the 1948 wing with a slightly elevated floor level accessed from stairs and the elevator that incorporates a mid-level stop. The divisible community room will have a catering kitchen, storage, restrooms, and support spaces nearby.

Recreation spaces will be contained within the original 1936 building, monitored by a reception and staff office area located adjacent to the two-story opening:

- The reception area will provide unobstructed sightlines to the stairwell, recreation spaces and the community room, and will also allow monitoring of the original main entry when it is open for community and recreation events.
- The existing gymnasium with stage will be retained and utilized for recreation activities and cultural and performance events. A lift will be incorporated to provide accessibility to the elevated stage platform.
- Teen space will be in the northwest corner of the building.
- Active studios will be located in the southern part of the existing building.
- Restrooms, mechanical, and gym storage spaces will be located at the southeast area of the building.

EXTERIOR CHARACTER

The two additions are planned and designed to be distinct yet compatible with the existing building. The existing 1936 and 1948 facades will be preserved with the massing of the additions below the roofline. The footprints of both additions will be setback from the existing west and south façades to emphasize the historic facades.

MAIN ENTRY





LIBRARY VIEW LOOKING SOUTH



LIBRARY VIEW LOOKING NW

To create an accessible entry with universal access, a new entry vestibule with extended canopy will be located at the juncture between the original 1936 building and 1948 addition.

- The simplicity of the entry canopy will balance the welcoming entrance while preserving the integrity of and not competing with the historic façade.
- This location will preserve the visual presence of the monumental staircase while providing direct access to the lower level by converting several windows into an accessible entrance.
- Locating the new entry north of the exterior staircase minimizes its impact as viewed from the southwest lawn and from SE Concord Road.

The two-court gymnasium addition includes a retaining wall to the east that will extend around the corner to the south as an exposed wall that is lower in height and deferential to the 1936 masonry walls. Upper clerestory windows will provide abundant daylighting for the gymnasium and reduce the scale of the gymnasium addition. A linear skylight, located between the existing and new gymnasium, will provide balanced daylighting for both the new addition and the existing multi-purpose gymnasium.

The volume of the library addition will include a one-story skylight between the existing building and the library:

- West of the skylight area will be a secure, west-facing library courtyard.
- The high volume reading room will nestle into the topography facing east, with meeting rooms and support spaces backed up to the retaining wall with clerestory windows above.

- Along the north exterior wall will be a stairway that connects the upper park to the plaza and fountain at the same elevation as the building entry.
- The west side of the building will open to the plaza with trees, landscaping, and seating areas.
- The vertical and varied modulation of brick on the existing building will inform the architectural character of the new addition.

SUSTAINABILITY / RESILIENCY

The site and building will integrate sustainability strategies into the design with the potential for LEED certification (a widely used green building rating system), with the level of certification to be determined:

- The site will include stormwater management and low maintenance strategies for the building, parking lot and landscaping with areas of native plantings.
- The structure for the library and gym additions are envisioned to be a steel frame with glulam joists and cross-laminated timber (CLT) or dowel-laminated timber (DLT) roof panels with integrated acoustical treatment.
- The roofs of the additions offer an ideal location and orientation for solar photovoltaic arrays.
- The possibility of installing highly energy efficient and comfortable radiant heating slabs for the library and gym will be explored during the subsequent design phases.
- Large trees and native planting will provide shade to mitigate greenhouse gasses and provide habitat for small animals and birds.

Resiliency, an important consideration for health and emergencies, will be reflected with automated entry doors and restroom fixtures sanitation stations, materials and finishes natural ventilation, and mechanical fresh air filtration systems. The large free-span gymnasium with adjacent restrooms and locker rooms has the potential to serve as an emergency shelter with the property serving as an emergency gathering area.

LARGE GYMNASIUM VIEW



PROJECT COSTS & FUNDING

THE TOTAL PROJECT COST FOR THE CONCORD PROPERTY REDEVELOPMENT INCLUSIVE OF THE COMMUNITY CENTER AND OAK LODGE LIBRARY RENOVATION/ADDITION, PARK, PARKING, AND ASSOCIATED SITE DEVELOPMENT IS ESTIMATED AT \$35.8 MILLION, ESCALATED TO SPRING 2022 CONSTRUCTION START – \$12.1 MILLION FOR THE OAK LODGE LIBRARY AND \$23.7 MILLION FOR THE COMMUNITY CENTER.

Total project cost includes site development, direct building costs, indirect construction costs (expenses not directly related to labor and building materials), and owner’s contingency. Since Oak Lodge and Gladstone Libraries share funding, cost for the Gladstone Library is also included in this report.

TOTAL PROJECT COST	GLADSTONE LIBRARY	OAK LODGE LIBRARY	NCPRD
TOTAL CONSTRUCTION	\$ 3,511,000	\$ 8,630,000	\$ 16,900,000
ESCALATION @ 5% PER YEAR	\$ 270,000	\$ 670,000	\$ 1,300,000
TOTAL CONSTRUCTION	\$ 3,781,000	\$ 9,300,000	\$ 18,200,000
INDIRECT COSTS @ 30%	\$ 1,134,300	\$ 2,800,000	\$ 5,500,000
TOTAL PROJECT	\$ 4.9 million	\$ 12.1 million	\$ 23.7 million

Direct construction costs were developed by Architectural Cost Consultants using cost-per-square-foot allowances for program elements combined with quantity take-off from the site-specific conceptual design.

- Unit costs assigned to specific program elements are based on a high quality, durable materials, integration of sustainable strategies, and specialized finishes appropriate to the public atmosphere associated with a community library.
- Site costs are based on the comprehensive site development plan that includes allowances for new sidewalks, utilities, paving and landscape.
- Total project cost includes indirect costs (also called soft costs) at 30% of the construction cost, including fixtures furnishings (including furniture, shelving, etc.) and equipment (FF&E), artwork, design and engineering fees, project contingencies, construction management, building permit fees, system development charges, testing and inspections. Indirect costs will be confirmed in the next phase of work.

FUNDING SOURCES

Development of the Concord Property will rely on a combination of separate NCPRD and Library funding sources, with Library funding shared between the Oak Lodge and Gladstone Libraries.

LIBRARY FUNDING SOURCES

The Gladstone Library and Oak Lodge Library funding sources are shared. The City of Gladstone is contributing \$200,000 per year of general fund revenue to support the Gladstone Library.

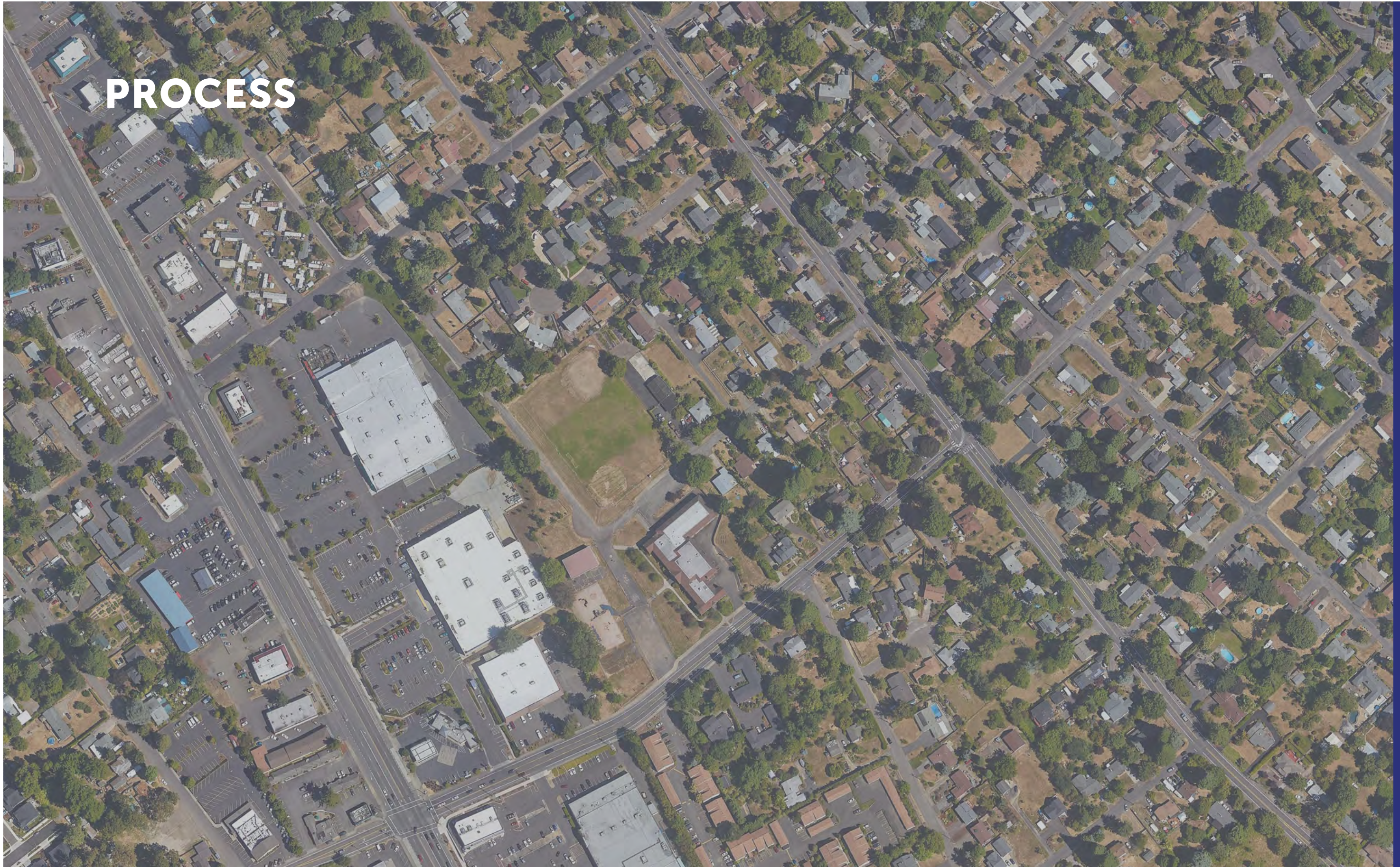
LIBRARY FUNDING SOURCES	
OAK LODGE LIBRARY RESERVES	\$ 2.9 million
CLACKAMAS COUNTY CAPITAL	\$ 1.0 million
OAK LODGE LIBRARY BEGINNING FUND BALANCE	\$ 0.6 million
LIBRARY REVENUE BOND, PAID BACK AT \$310,000 PER YEAR (NO VOTE REQUIRED)	\$ 4.2 million
TOTAL LIBRARY FUNDS	\$ 8.7 million
ANTICIPATED SHORTFALL – CLACKAMAS COUNTY BOND (NO VOTE REQUIRED)	\$ 8.3 million
ESTIMATED TOTAL LIBRARY FUNDS	\$ 17.0 million

NCPRD FUNDING SOURCES

Full funding for NCPRD’s portion of the project is still being explored. The project cost and funding will be aligned in the next phase of the work.

NCPRD FUNDING SOURCES	
METRO LOCAL SHARE (PARK)	\$ 1.0 million
GRANTS (PARK)	\$ 1.0 million
HOOD VIEW PROCEEDS	\$ 3.0 million
POTENTIAL PROPERTY PROCEEDS	\$ 2.0 - \$ 4.0 million
LIBRARY PROCEEDS	\$ 0.3 million
SDC'S	\$ 2.4 million
NCPRD RESERVES	\$ 1.8 million
REVENUE BOND, PAID BACK AT \$550K/YEAR (NO VOTE REQUIRED)	\$ 9.5 million
POTENTIAL SEISMIC GRANT (SHARED PROPORTIONALLY WITH LIBRARIES)	TBD
ESTIMATED TOTAL NCPRD FUNDS	\$ 21.0 - \$23.0 million

PROCESS



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CONCORD PROPERTY PROCESS

COMMUNITY ENGAGEMENT

DIVERSE MEMBERS OF THE PUBLIC ENGAGED WITH THE PROCESS TO LEARN ABOUT THE PROJECT AND PROVIDE FEEDBACK AND IDEAS THAT HAVE INFORMED THE PROJECT NEEDS.

A variety of outreach tools – in person events, on-line surveys, and open house, in-person meetings, and printed, virtual and word-of-mouth advertising through task force members and interested participants were used to gather community input.

In general, in-person events and focus groups, whether targeted to under-represented community groups or the general public, were not feasible during this phase because of the COVID-19 pandemic. Instead, outreach techniques were modified to focus on online engagement and other physically-distanced activities as mandated by public health directives. An online open house for the Concord Property was held in July-August 2020, with 269 unique visitors and 210 comments. Due to concerns about access to internet and computers, printed flyers (in English and Spanish) were distributed to locations focused on the under-represented community groups who were involved during the previous phase, including five free food delivery locations. Respondents had the option to take the survey online or ask for a shortened, printed survey with a postage-paid envelope to reduce participation barriers.

NEEDS ASSESSMENT/PROGRAMMING, FALL 2019

Outreach effort included a mix of in-person events, including an in-person open house with 350 attendees, an online and printed survey (in English and Spanish) with 434 participants. The project team held nine interviews, four meetings and one tabling event to reach out to under-represented groups, such as Spanish speakers, people with lower incomes, people without access to stable housing, teenagers, older adults, and parents of young children.

Key Themes

- Provide a variety of classes, activities, and events for all ages and people.
- Enhance opportunities to walk, bike, drive, and park, or take transit to the sites.
- Protect and enhance the natural habitat and wildlife.



CONCORD PUBLIC DESIGN WORKSHOP

- Preserve community history.
- Include low-income and under-represented people in meaningful ways.
- Make the library welcoming and accessible.
- Provide meeting rooms that can be used by the community.
- Provide safe spaces for children and teens.
- Create indoor and outdoor spaces for community events.
- Provide places to play and walk.
- Provide outdoor play area.

DESIGN WORKSHOP, FEBRUARY 2020

Task force members and the design team hosted a public design workshop for community members to express their preferences and priorities for the arrangement of program components on the site. A public design workshop was conducted at the Concord building utilizing a toolkit of the Concord site and paper cut-outs of the library, community center, NCPRD office and park program elements. The participants formed small groups to create a site plan and floorplan for the project with the cut-outs. Each group then shared their program priorities, challenges, and solutions with all participants.

Based upon the feedback gathered from the design workshop, the design team proposed seven schemes which represented a wide variety of options for consideration by the task force. Three design alternatives were selected by the task force to represent a range of feasible options for the public to consider:

1. Freestanding library
2. East addition for library
3. East addition for recreation

DESIGN ALTERNATIVES, AUGUST 2020

An online open house to gather feedback was held in which participants were shown each of the three alternatives, asked to share the features that they preferred, and select the alternative that best fit the needs of the community. The online open house and survey was framed by a set of decision-making criteria, developed from the community values identified by the task force.

Survey respondents preferred Option 2 (library as a north addition to the Concord building), with Option 3 (library and the community center in the same building) as the second choice, and Option 1 (freestanding library) as the third choice.

Key Themes

- Provide a balance of functions between the library, community center, and park.
- Keep the parking lot efficient so that it does not impact other uses.
- Preserve and maximize green space.
- Keep the old gym.
- Preserve the historic building and views of the Concord building.



balance
 inclusive parks
 parking historic
cohesive
 outdoor recreation
 community-oriented
 accessible green space

EVALUATION CRITERIA

IN ORDER TO EVALUATE PROPOSED CONCEPT ALTERNATIVES, THE PLANNING TEAM WORKED WITH THE TASK FORCES TO ESTABLISH INDEPENDENT EVALUATION CRITERIA BASED UPON THE VALUES WHICH HAD BEEN IDENTIFIED AT THE BEGINNING OF THE PROCESS.

These were utilized for staff task force and public survey evaluations to rank each of the proposed design schemes as either high, medium or low.

CONCORD PROPERTY EVALUATION CRITERIA

- Provides a welcoming and inclusive community heart for generations to come**
 - Includes civic and community gathering spaces (meeting rooms, gym, plaza, etc.); will continue to be welcoming in the future
- Supports multiple functions and community needs**
 - Balances needs for library, gym and community center space; uses shared space appropriately for different uses
- Supports library activities**
 - Includes spaces and facilities to support a positive experience for library patrons; efficient layout for staff operations
- Supports community center/recreation activities**
 - Includes variety of spaces and facilities that support positive experiences for community members; efficient layout for staff operations
- Preserves the many histories of the community and the Concord property**
 - Respects and reflects the history of the current building and site, while meeting current and future community needs
- Provides diverse, inclusive and culturally-informed accessibility and access to services**
 - Allows for equitable access to all public facilities and programs by people with diverse physical and mental abilities, and various backgrounds and interests
- Provides stewardship of parks, natural and green spaces**
 - Offer a variety of outdoor recreation, play and nature opportunities; makes good use of available green spaces
- Reflects conscientious stewardship of funding**
 - Overall development cost; good value for the money; provides for cost-efficient operations
- Reflects outcomes that result from responsible community involvement**
 - In general, design concept takes into account input from the public and stakeholders

FOR FUTURE EVALUATION

- Incorporates sustainable practices, and a holistic view of community impacts in design, construction and operations**
 - Includes environmental and energy efficient techniques; indoor / outdoor connections

DESIGN ALTERNATIVES

DESIGN ALTERNATIVES WERE DEVELOPED BASED UPON THE MINIMUM PROGRAM REQUIREMENTS IDENTIFIED DURING THE NEEDS ASSESSMENT / PROGRAMMING PHASE OF WORK.

Various building orientations and configuration were explored resulting from investigating three library options:

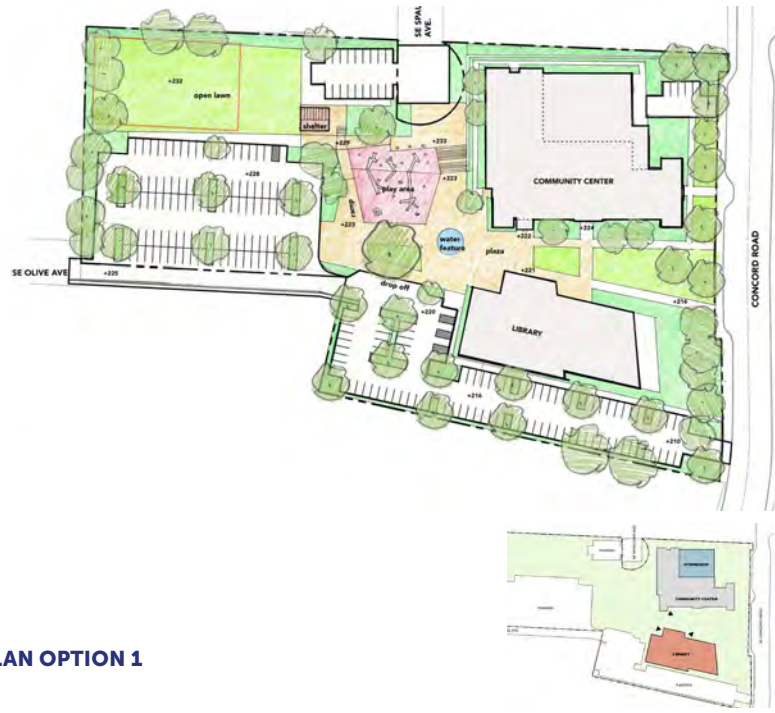
1. Freestanding building,
2. Addition, or
3. Located within the existing Concord building.

This resulted in the development of seven detailed options in order to evaluate the best configuration of program space on the site. Each design alternative

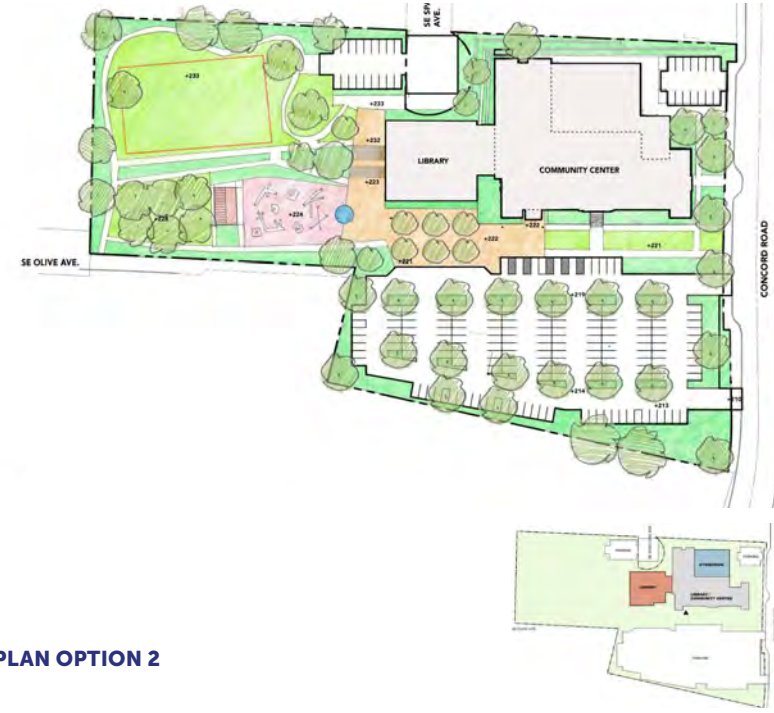
included floor plans, massing model views and perspective renderings to help task force members visualize the scale and impact of the facility.

Careful evaluation by the Concord Task Force utilizing the evaluation criteria previously established (green=high, yellow=medium, red=low) resulted in recommending that three options best represented feasible variations for further public input. (Full presentation of design alternatives can be found in the appendix.)

CONCORD EVALUATION CRITERIA	TASK FORCE SURVEY						
	Option 1A	Option 1B	Option 2	Option 3	Option 4	Option 5A	Option 5B
Provides a welcoming and inclusive community generations to come	High	High	High	Medium	Medium	Low	Low
Supports multiple functions and community needs	Medium	Medium	High	Medium	Medium	Low	Low
Supports library activities	High	High	High	High	Low	Low	Low
Supports community center / recreation activities	High	High	High	Medium	Medium	Low	Low
Preserves the many histories of the community and the Concord property	High	High	High	High	High	Medium	Medium
Provides diverse, inclusive and culturally-informed accessibility and access to services	Medium	High	High	High	High	Low	Medium
Provides stewardship of parks, natural and available open spaces	Low	Medium	High	High	High	High	High
Reflects conscientious stewardship of funding	Medium	Medium	High	Medium	Medium	Low	Medium
Incorporates sustainable practices, and a holistic view of community impacts in design, construction and operations	Medium	Medium	High	High	Medium	Medium	Medium
Reflects outcomes that result from responsible community involvement	Medium	High	High	Medium	Medium	Medium	Low
Incorporates opportunities for art and creative expression	High	High	High	Medium	Medium	Medium	Medium



SITE PLAN OPTION 1



SITE PLAN OPTION 2



SITE PLAN OPTION 3

RECOMMENDED DESIGN ALTERNATIVES

OPTION 1 - NORTHWEST FREESTANDING LIBRARY
(Identified as Option 1B in 5/21 and 5/28 TF Presentations)

Features

- Total building area: 73,510 square feet
- Park: 0.8 acres
- Parking: 221 stalls
- Total project cost: \$32.04 million

Opportunities

- Distinct library and recreation identities
- Efficient library shape for capacity of materials
- Operationally-efficient library layout
- Preserves views of Concord building
- Provides new gym
- Gym addition clearly differentiated from Concord building
- Large community center

Challenges

- Separate facility entries
- Lack of shared uses
- Remote meeting room in Concord building
- Active-use space located above community rooms
- Compromises views of Concord building
- Dispersed parking layout with inconvenient access
- Requires SE Olive Avenue access
- Smaller park
- No loop trail
- Inadequate space for youth soccer field
- High construction cost

OPTION 2 - NORTH LIBRARY / EAST GYM ADDITION
(Identified as Option 2 in 5/21 and 5/28 TF Presentations)

Features

- Total building area: 66,810 square feet
- Park: 1.8 acres
- Parking: 172 stalls
- Total project cost: \$23.9 million

Opportunities

- Distinct library and recreation identities
- Operationally-efficient library layout
- Maximizes shared uses
- Provides single, shared entry
- Retains historic nature of front façade
- Library and gym additions clearly differentiated from Concord building
- Library connected to plaza and park open space
- Provides new gym
- Upper-level community rooms
- Medium-sized community center
- Moderate park open space
- Adequate space for youth soccer field
- Efficient and convenient parking layout that does not require SE Olive Avenue access

Challenges

- Library addition obscures a portion of the 1948 addition
- Library addition blocks view and limits access to the rear parking area
- Library interior is less spatially differentiated
- Addition occupies a portion of contiguous park space

OPTION 3 - EAST LIBRARY ADDITION
(Identified as Option 3 in 5/21 and 5/28 TF Presentations)

Features

- Total building area: 58,210 square feet
- Park: 2.0 acres
- Parking: 198 stalls
- Total project cost: \$27.5 million

Opportunities

- Library identity on SE Concord Road
- Retains historic nature of front façade
- Library addition clearly differentiated from Concord building
- Operationally-efficient library layout
- Library connected to intimate landscape environment
- Library interior is spatially differentiated
- Maximizes shared-use opportunities
- Single entry
- Large park open space
- Adequate space for youth soccer field
- Efficient and convenient parking layout that does not require SE Olive Avenue access

Challenges

- Long distance from primary service point to south end of library
- Need for greater acoustical attention between library and gym
- No distinct recreation identity
- No new gym
- Small-sized community center

KEY DECISIONS & RECOMMENDATIONS

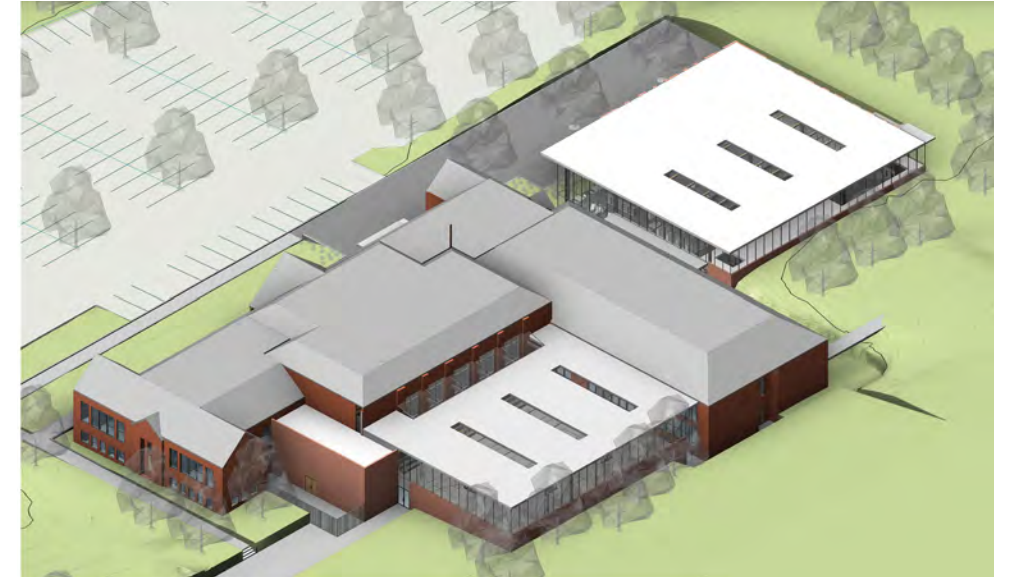
MILESTONES WERE ACHIEVED THROUGH SEVERAL KEY DECISION POINTS, BEGINNING WITH ESTABLISHING THE TASK FORCES AND APPROVAL OF THE OAK LODGE AND GLADSTONE COMMUNITY PROJECT TO PROCEED AS A JOINT PLANNING PROCESS BETWEEN THE DEVELOPMENT OF THE CONCORD PROPERTY / OAK LODGE LIBRARY AND GLADSTONE LIBRARY.

Key decisions during the planning process were made:

- Feb. 5, 2020: Concord Task Force informally approved the programing for the library, community center, park and NCPRD administrative office to be included for the design alternatives, with the goal of creating a balance of all three components on the site.
- July 2, 2020: The Concord Task Force voted unanimously that, based upon all the information gathered to date, the Concord property is a feasible location for the Oak Lodge Library. (The vote was necessary to meet the July 30, 2020 milestone of the 2019 intergovernmental agreement (IGA) between the County and the City of Gladstone, allowing the projects to continue the joint master planning process as established.)
- Sept. 24, 2020: Option 2 was selected unanimously by the Concord Task Force as the preferred design alternative. It is anticipated to be recommended to the BCC for consideration as the redevelopment concept for the Concord Property, representing the key decisions:
 - The library will be designed as an addition to the existing Concord building in order to realize shared opportunities and reduce capital and operational costs.
 - The park will provide a balance of right-sized passive and active spaces



AERIAL VIEW LOOKING SW



AERIAL VIEW LOOKING NW

to support the communities' desire for natural areas, recreation, and gathering / event spaces.

- Redevelopment of the Concord building will respect its historic integrity by preserving key features such as the original gymnasium and stage, and the former monumental entry staircase.
- The community center will retain the smaller gym for programming, recreational and cultural events, and provide an addition to accommodate a new, large gymnasium with properly sized courts, sideline setbacks, and spectator seating.
- The community center will be a balance between community and active-use recreation needs.

Representative of the value statements set forth by the Concord Task Force and through community engagement during the planning process, the focus of the design process should prioritize their recommendations:

- The design team will work with Clackamas County Planning staff to determine parking requirements.
- The design will, as a primary goal, reduce barriers in order to provide access to all members of the community.
- Structural upgrades will meet, as a minimum, the life-safety levels required by building and seismic codes and additional seismic upgrades will be built, if feasible.
- The design team and staff will continue to analyze the potential for some portions of the building to function as an emergency gathering place for the community.
- The design will honor the history of the Concord building and Oak Grove / Jennings Lodge.
- The design will illustrate culture through the integration of art.
- Sustainable design strategies will be evaluated for inclusion into the design.
- The design process should engage the community and underrepresented community members in the future design process.



NEXT STEPS

THE PROJECT WILL BEGIN DESIGN AND ENGINEERING AFTER THE MASTER PLAN IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS.

Construction documents are expected to be complete in fall 2021 so they can be submitted for permits. Construction start is anticipated for spring of 2022.

Task force members, the public and library staff gave the design team a list of items to review at the beginning of the next phase of design:

- Develop art and sustainability strategies.
- Define land use process with Clackamas County Planning staff
- Verify parking and access requirements.
- Refine structural seismic design.
- Initiate project coordination with State Historic Preservation Office (SHPO).
- Have an arborist analyze the trees, with special design attention on the White Oaks along the west property boundary.
- Finalize building layout and continue to develop building character through exterior and interior design, materials and finishes
- Select a contractor as soon as possible to inform cost and constructability throughout the process.

LIBRARY FEEDBACK

- Create exterior-access book drop adjacent to the main entry vestibule.
- Create a dedicated 15-minute parking stall for book drop.
- Provide additional single-user restroom in the library.
- Investigate gender-inclusive public restrooms design.
- Consider reducing the size of collection to ease additional staff requirements.
- Consider providing more patron seating / lounge space in lieu of collection stacks.
- Provide 3-4 study rooms to accommodate 2-4 people each for tutoring, and individual and group study.
- Provide flexible-use medium-sized meeting space for 12-20 people within the library.
- Consider COVID-related design solutions, including seating options, one-way movement patterns, mobile furniture, and hands-free access and device use.
- Consider a small number of moveable stacks in key location.
- Consider how daily deliveries will work.
- Consider how books arrive from the upper level.
- Consider how patrons will access after-hours pickup (e.g., outside lockers; key card access).
- Consider relocation of the Friends of the Oak Lodge Public Library display and sales area inside the library.
- Accommodate a shared-work area for Friends of the Oak Lodge Public Library within the library workroom.
- Reduce the number of self-check stations.

NCPRD FEEDBACK

- Develop existing grades with proposed park design.
- Identify the criteria and priorities for park design and select elements to support quality programmatic elements.
- Provide hardscape path around entire building for maintenance purposes.
- Develop clear wayfinding and signage to communicate with park patrons and in consideration of safety hazards.
- Provide space for portable restrooms and utility hook-ups for large park events.
- Consider opportunities for events and performances within the park amphitheater and plaza.
- Consider cost, maintenance and durability of permeable paving.
- Consider how mechanical and electrical services are shared between the library and community center for construction and operational costs.
- Investigate gender-inclusive design for public restrooms.
- Consider appropriate dedicated and shared spaces.
- Find opportunities for expanded storage.
- Provide direct restroom access from the large gym.
- Provide restrooms within the locker rooms.
- Provide the ability to lock down portions of the building as needed.
- Define operational scenarios for patrons using existing gym and active use rooms, considering wayfinding and exiting with regard to the exterior entry:
 - Open up the corner between north/south hallway and exterior stair entry at the 2nd level.
 - Utilize landscape design and pathways to discourage the exterior entry from feeling like the primary entry.
 - Consider providing access with a discreet gate system.
- Ensure the large community meeting room can accommodate NCPRD board meetings, related technology and a small sink/coffee area.
- In the existing gymnasium, maintain the hard surface flooring provide some level of stage lighting and acoustic treatment for events, and provide accessible access to the stage level.
- Consider the upper level as "all-recreation" zone.
- Consider COVID-related design solutions.

TASK FORCE FEEDBACK

- Preserve park space.
- Continue to balance library, community center and park needs.
- Continue to focus on exterior development of the additions and how they complement yet are distinct from the historic building.
- Create a place for the county historic archives in the Oak Lodge Library.
- Consider accessibility as part of the plaza stair design.
- Develop the kitchen layout to support community needs.
- Investigate if SE Spaulding Avenue right-of-way can be used for parking.
- Consider sustainable options for paving.
- Develop sustainable design solutions to address runoff during rainy months from adjacent east properties.
- Pursue purchase of vacated SE Olive Avenue property for better access to property.
- Prioritize maintenance for park elements.
- Balance active park elements with natural space.
- Avoid trying to do too much within the limited site area to allow for best success.
- Involve underrepresented communities.

Task Force review of the draft Master Plan report on November 12, 2020 resulted in additional comments for next steps:

- Provide further clarification of the task force role and public engagement processes moving forward.
- Clarify land use process and timelines related to accommodation of office space to better understand schedule implications.
- Define the role and extent of provisions for community theater / theater support spaces as part of the community center programming.
- Consider first floor area to support rehearsal area for community theater.
- Consider creative spaces and arts programming as part of the community center a higher priority.
- Prioritize park active sports and nature-oriented spaces.
- Consider other sites for league sports if they are not accommodated on the Concord site
- Investigate ways to minimize to size of the library addition to allow the greatest park area possible, with focus on natural areas.
- Identify the community kitchen as commercial to address a multitude of community cooking needs, particularly within underrepresented communities.
- Consider appropriate ventilation delivery / air exchange in mechanical design to address current and future health considerations.
- Consider design solutions for rapid evacuation from the building during a seismic event.
- Consider design solutions which respect the monumentality and views of the historic entry and stair of the Concord building.
- Incorporate gender-inclusive restroom design.
- Provide sufficient accommodations for all visitors - particularly families and children (age 5 and under), such as child-sized restroom accommodations, family restrooms (community center and library), lactation area, quiet spaces, stroller parking, and outdoor play spaces.

MASTER PLAN DESIGN RENDERINGS

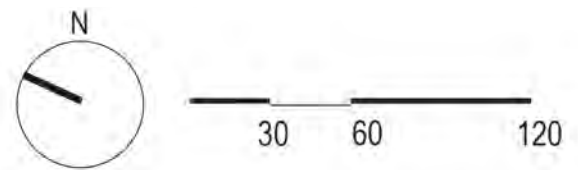
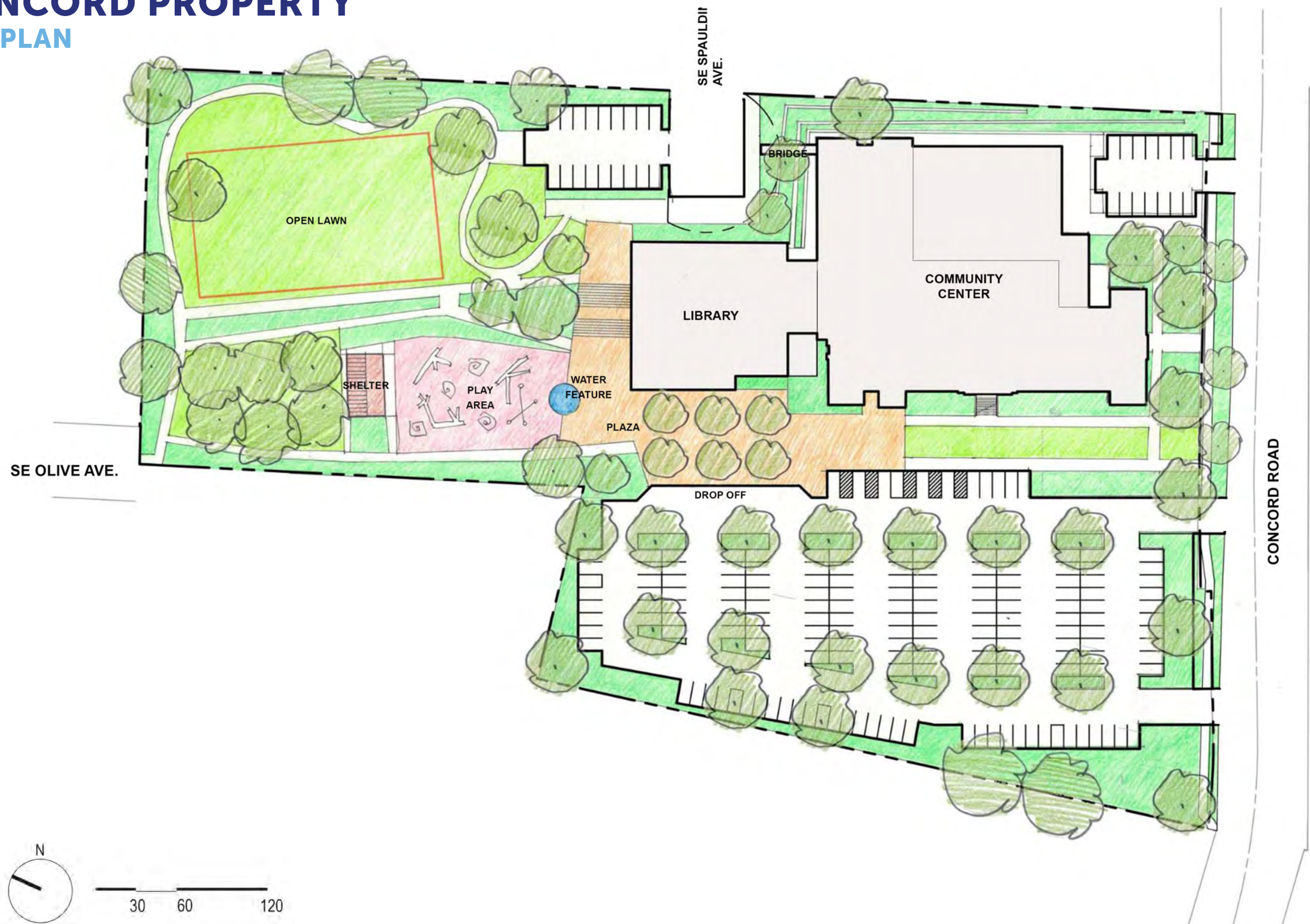


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CONCORD PROPERTY

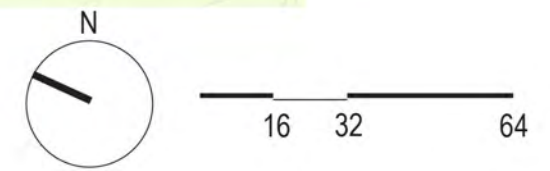
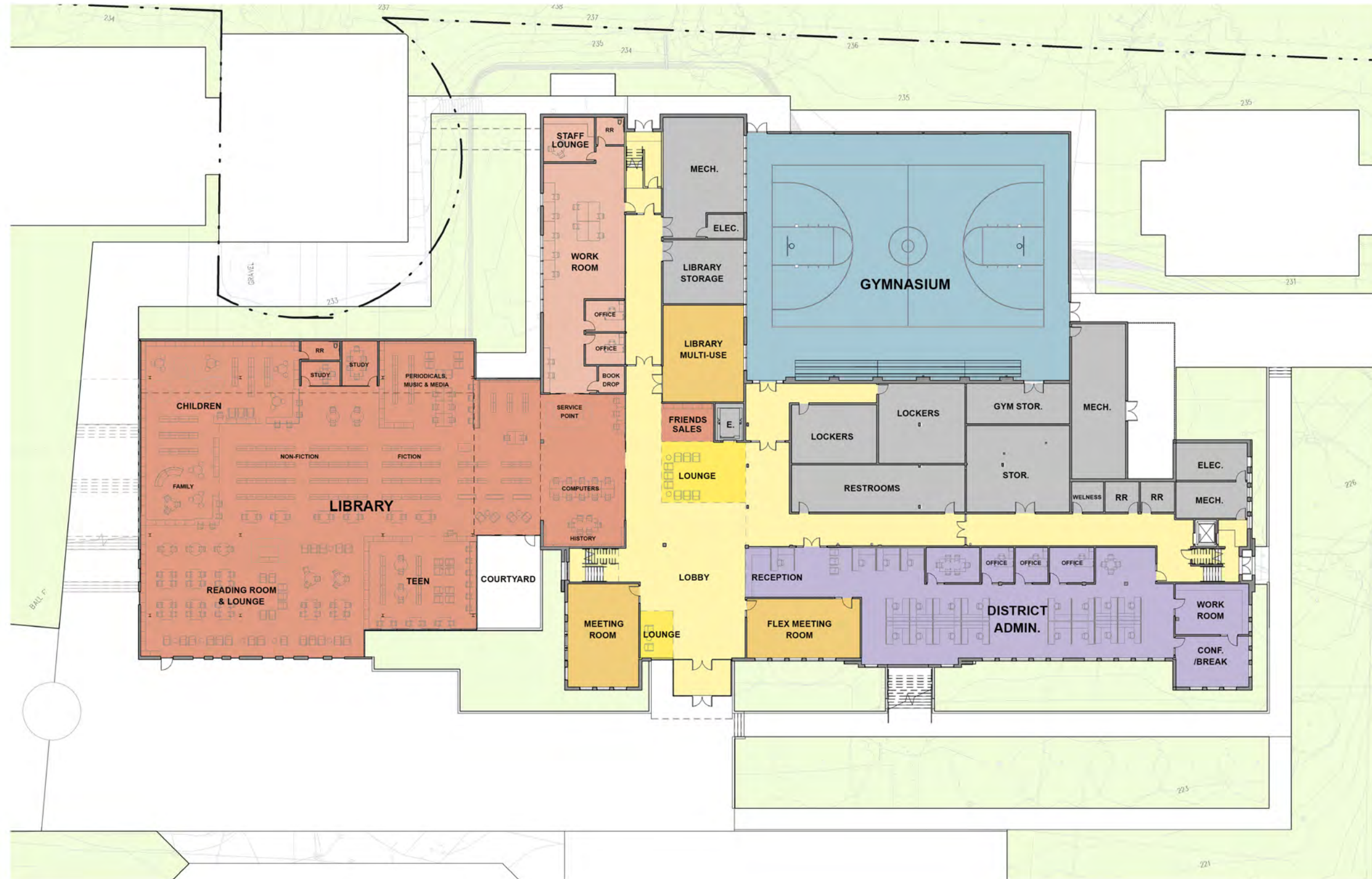
SITE PLAN

FINAL DRAFT



CONCORD PROPERTY

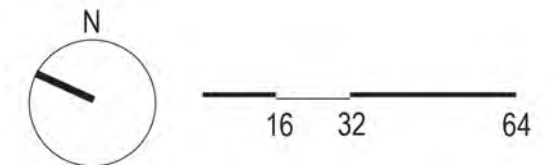
GROUND FLOOR PLAN



CONCORD PROPERTY

SECOND FLOOR PLAN

FINAL DRAFT



CONCORD PROPERTY

AERIAL VIEW LOOKING SW

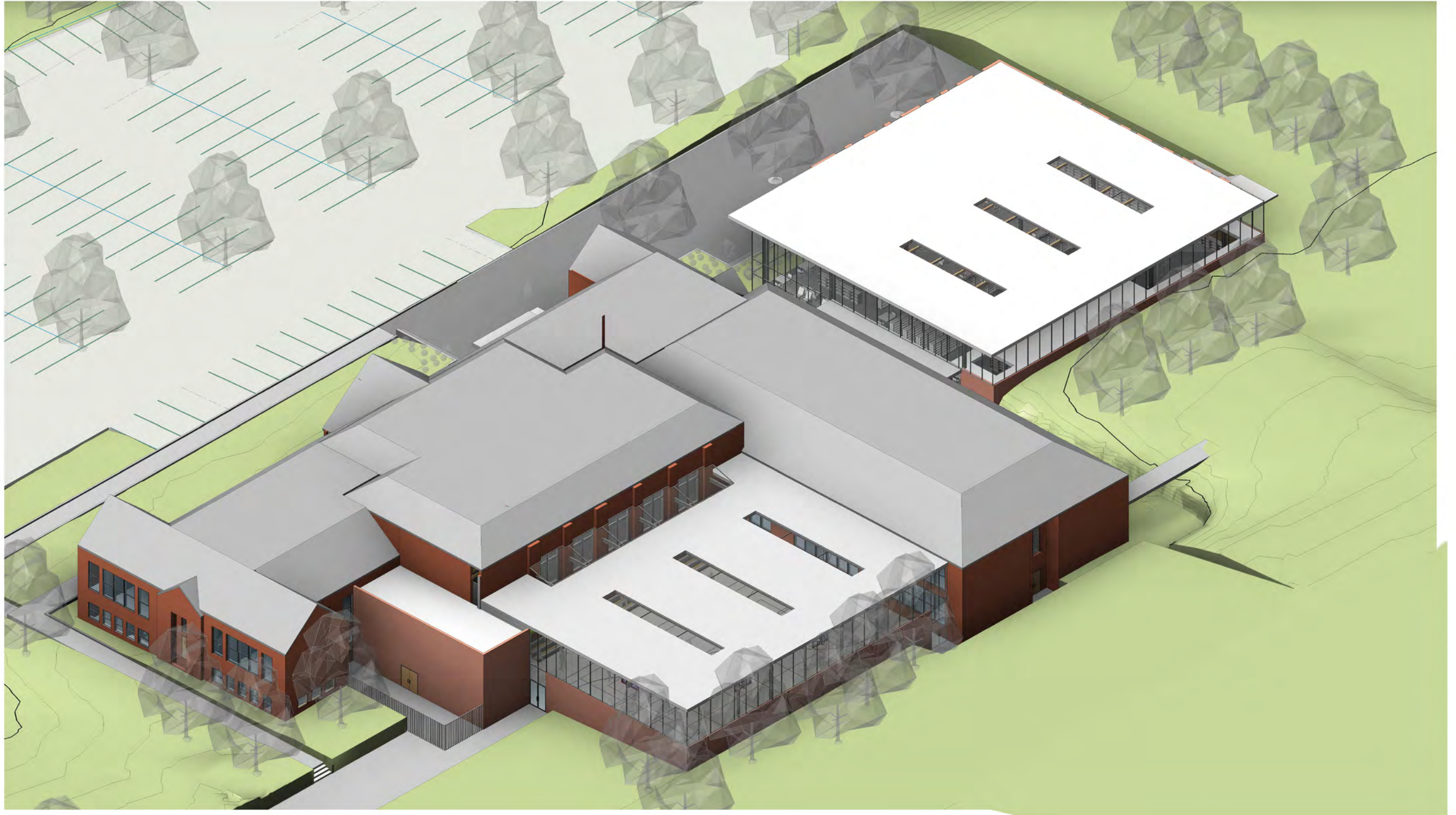
FINAL DRAFT



CONCORD PROPERTY

AERIAL VIEW LOOKING NW

FINAL DRAFT



CONCORD PROPERTY

MAIN ENTRY & PLAZA

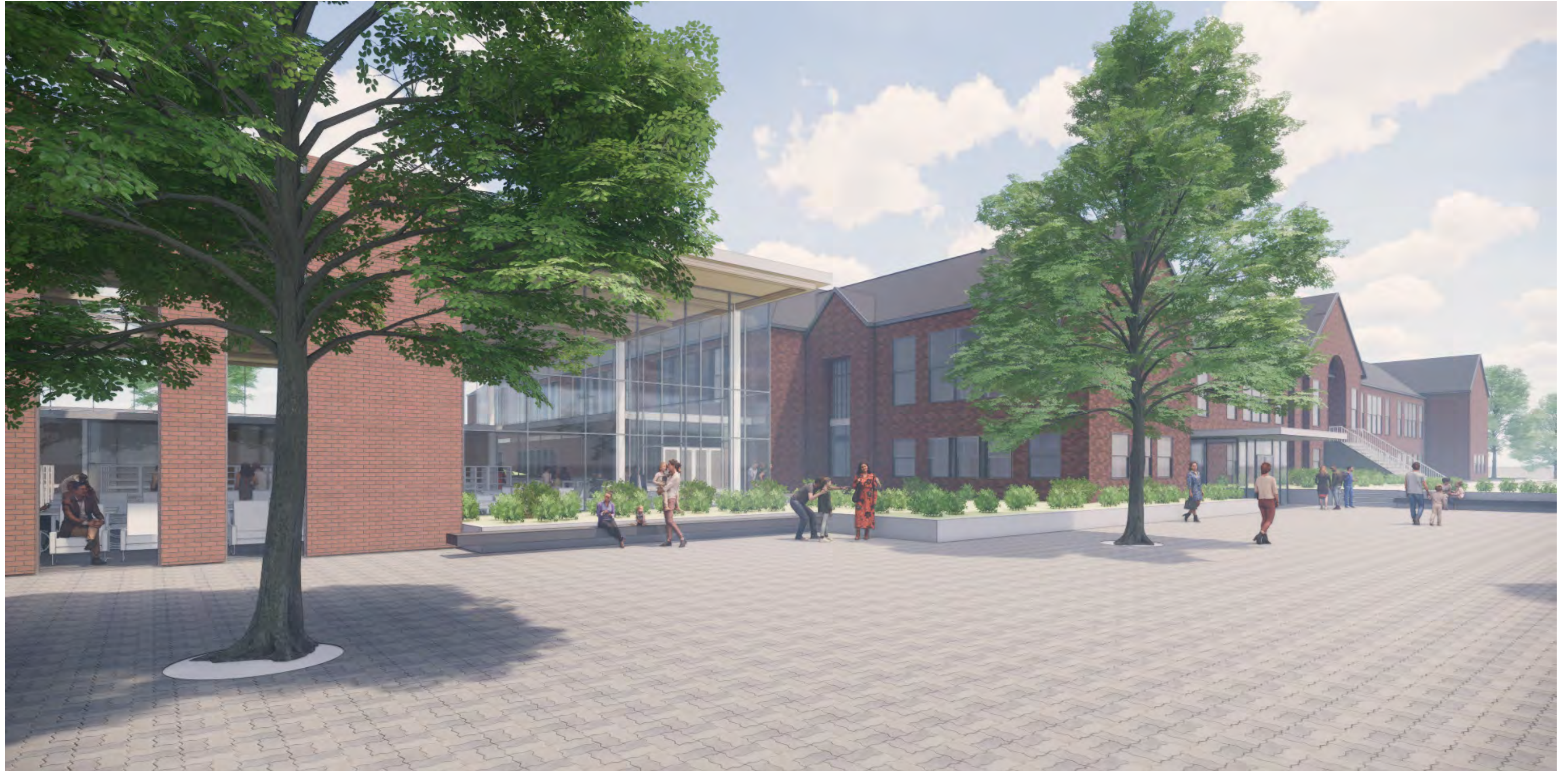
FINAL DRAFT



CONCORD PROPERTY

MAIN ENTRY PLAZA

FINAL DRAFT



CONCORD PROPERTY

LIBRARY VIEW LOOKING SOUTH



CONCORD PROPERTY

LIBRARY VIEW LOOKING EAST

FINAL DRAFT



CONCORD PROPERTY

LIBRARY VIEW LOOKING NW

FINAL DRAFT



CONCORD PROPERTY

GYMNASIUM VIEW LOOKING SE

FINAL DRAFT



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APPENDIX



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CONCORD PROPERTY

APPENDIX

ALL CONCORD PROPERTY APPENDIX ITEMS CAN BE ACCESSED AT:

<https://www.clackamas.us/communityproject#masterplanreports>

CONCORD PROPERTY AND OAK LODGE LIBRARY PLANNING TASK FORCE MEETING MINUTES / COMMENTS

NCPRD DEMOGRAPHIC ANALYSIS

PUBLIC OUTREACH (JLA PUBLIC ENGAGEMENT)

- PUBLIC INVOLVEMENT PLAN
- PHASE 1 PUBLIC OUTREACH SUMMARY
- PHASE 1 PUBLIC OUTREACH SUMMARY APPENDIX
- PHASE 2 PUBLIC OUTREACH SUMMARY
- PHASE 2 PUBLIC OUTREACH SUMMARY APPENDIX

CONCORD PROPERTY TECHNICAL ASSESSMENT:

- ZONING SUMMARY (THE BOOKIN GROUP)
- CIVIL ASSESSMENT (KPFF CONSULTING ENGINEERS)
- CONCORD BUILDING ASSESSMENT (OPSIS)
- CONCORD EXISTING BUILDING DRAWINGS (OPSIS)
- CONCORD PHOTO SURVEY (OPSIS)
- CONCORD PRELIMINARY BUILDING CODE SUMMARY (OPSIS)
- CONCORD BUILDING STRUCTURAL ASSESSMENT (CATENA CONSULTING ENGINEERS)
- CONCORD BUILDING STRUCTURAL DIAGRAMS (CATENA CONSULTING ENGINEERS)
- CONCORD BUILDING MECH/ELEC/PLUMBING ASSESSMENT (INTERFACE ENGINEERING)
- CONCORD LANDSCAPE ASSESSMENT (LANGO HANSEN LANDSCAPE ARCHITECTURE)
- CONCORD SCHOOL HISTORIC RESOURCE ASSESSMENT (ARG)

OAK LODGE AND GLADSTONE COMMUNITY PROJECT OPEN HOUSE SURVEY BOARDS (OPSIS)

CONCORD PROPERTY SITE ANALYSIS (OPSIS)

CONCORD PROPERTY DESIGN WORKSHOP COMMUNITY FEEDBACK (OPSIS)

CONCORD PROPERTY DESIGN ALTERNATIVES (OPSIS / JOHNSTON ARCHITECTS)

CONCORD PROPERTY CRITERIA EVALUATION – TASK FORCE (OPSIS)

CONCORD PROPERTY CRITERIA EVALUATION – PUBLIC SURVEY (OPSIS)

CONCORD PROPERTY MASTER PLAN PROGRAM – PREFERRED ALTERNATIVE (OPSIS / JOHNSTON ARCHITECTS)

CONCORD PROPERTY TRAFFIC IMPACT ANALYSIS METHODOLOGY MEMO (GLOBAL TRANSPORTATION ENGINEERING)

CLACKAMAS COUNTY-PROVIDED REPORTS:

- NCS D CONCORD ELEMENTARY SEISMIC UPGRADE LETTER
- NCS D CONCORD ELEMENTARY SEISMIC UPGRADE REPORT
- 2017 CONCORD PHASE 1 ENVIRONMENTAL ASSESSMENT (PBS)
- 2017 ASBESTOS ABATEMENT CLOSEOUT REPORT (PBS)
- 2017 LIMITED HAZARDOUS MATERIAL SURVEY (PBS)
- 2017 UST REVIEW (PBS)
- 2020 ALTA SURVEY – 3811 SE CONCORD RD (COMPASS LAND SURVEYORS)
- 2019 CONCORD PRELIMINARY GEOTECHNICAL REPORT (GRI ENGINEERS)
- 2020 CONCORD GEOTECHNICAL REPORT (GRI ENGINEERS)

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For more information about the Oak Lodge & Gladstone Community Project visit:

e communityproject@clackamas.us
w clackamas.us/communityproject

Opsis Architecture LLP
920 NW 17th Avenue Portland, Oregon 97209

opsisarch.com





DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING

Board of County Commissioners
Clackamas County
Members of the Board:

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

**Authorization to Purchase Quantity 11 Dodge vehicles for the
Clackamas County Sheriff's Office**

Purpose / Outcome	Approval to purchase a total of eleven (11) vehicles for the Clackamas County Sheriff's Office.
Dollar Amount and Fiscal Impact	\$341,305.81
Funding Source	Clackamas County Sheriff's Office 216-1603-06831-485510
Duration	June 30, 2021
Previous Board Action/Review	N/A
Strategic Plan Alignment	Replaces less reliable vehicles. Ensure safe secure communities.
Contact Person	Russ Weber, Equipment Coordinator, (503) 722-6324

Background:

The Clackamas County Sheriff's Office has requested that the Clackamas County Fleet Services Division purchase five (5) 2020 Dodge Ram 2500 Tradesman Crew Cab 4X4 Pickups and six (6) 2020 Dodge Durango Pursuit AWD (WDEE75) from Withnell Motor Company through the State of Oregon Contract #5553.

These vehicles will be assigned to the Sheriff's Office Patrol Division and will replace aging vehicles that are currently assigned to the patrol division.

Procurement Process:

Approval of the purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #5553 with the State of Oregon Cooperative Purchasing Agreement Program through Withnell Motor Company. A notice of Intent to Purchase the five (5) Dodge Ram 2500 Tradesman Crew Cab 4X4 Pickups & six (6) Dodge Durango Pursuit AWD (WDEE75) was issued on December 2, 2020. No comments were received at the time of closing on December 9, 2020.

Recommendation:

Staff recommends the Board of County Commissioners approve this purchase.

Sincerely,

Warren Gadberry

Digitally signed by Warren
Gadberry
Date: 2020.12.07 12:09:08 -08'00'

Warren Gadberry
Fleet Manager

Placed on the Board Agenda of January 14, 2021 by the Procurement Division.

Chair Approval _____

January 21, 2021

Board of County Commissioners
Clackamas County
Issues Meeting

Members of the Board:

Approve Request to Apply for Rental Assistance Program Funds from Treasury Department

Purpose/Outcomes	The U.S. Treasury Department released an announcement on January 6, 2021 with an opportunity for Clackamas County to apply for Rental Assistance Funds. \$25 billion will be distributed across the U.S. Clackamas County is deemed eligible to apply for this special award. These funds would be used for direct financial assistance to low-income Clackamas residents.
Dollar Amount and Fiscal Impact	Clackamas County's allocation is \$12,526,716.
Funding Source	U.S. Department of Treasury
Duration	Funds must be expended by December 31, 2021.
Previous Board Action	The Board approved applying for these funds at the Jan. 12 th Issues meeting
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Individuals and families are healthy and safe
County Counsel	Counsel reviewed and approved terms of agreement on Jan. 12, 2021
Contact Person	Brenda Durbin / Social Services Director / 503-706-6746
Contract No.	N/A

BACKGROUND:

Announcement of this funding opportunity was released on January 6, 2021. Because this funding originates out of the Department of Treasury, the process is expedited. In order to receive these funds, information and a signed acceptance of award terms must be submitted not later than 11:59 p.m. EDT on January 12, 2021. Eligible grantees that do not provide complete information by 11:59 p.m. EDT on January 12, 2021, may not receive an Emergency Rental Assistance payment.

Funding award requires that not less than 90 percent of awarded funds must be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed, and administrative costs.

RECOMMENDATION:

BCC provide affirmation that County can move forward with applying for Rental Assistance Funds from the Treasury. County staff will assure that due diligence occurs related to County Counsel and Finance review to assure County process has been followed.

Respectfully submitted,

Richard Swift, H3S Director

Financial Assistance Applicant Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: _____

Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No

**If renewal, complete sections 1, 2, & 4 only
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

Name of Funding Opportunity: _____

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): _____

Requestor Contact Information: _____

Department Fiscal Representative: _____

Program Name or Number (please specify): _____

Brief Description of Project: _____

Name of Funding Agency: _____

Agency's Web Address for funding agency Guidelines and Contact Information: _____

OR

Application Packet Attached: Yes No

Completed By: _____ Date: _____

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application	Non-Competing Application	Other
CFDA(s), if applicable: _____	_____	Funding Agency Award Notification Date: _____
Announcement Date: _____	_____	Announcement/Opportunity #: _____
Grant Category/Title: _____	_____	Max Award Value: _____
Allows Indirect/Rate: _____	_____	Match Requirement: _____
Application Deadline: _____	_____	Other Deadlines: _____
Award Start Date: _____	_____	Other Deadline Description: _____
Award End Date: _____	_____	_____
Completed By: _____	_____	Program Income Requirement: _____
Pre-Application Meeting Schedule: _____	_____	_____

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars), and what type of funding will be used to meet it (Cash-CGF, In-kind meaning the value from a 3rd party/non-county entity, Local Grant, etc.)?

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Name (Typed/Printed)	Date	Signature
** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **		
ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.		

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE SENIOR COMPLIANCE SPECIALIST		
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.



January 14, 2021

Board of County Commissioners
 Clackamas County
 Board of North Clackamas Parks and Recreation District

Members of the Board:

Approve the Concord Master Plan Report and Approve Staff to Work with the Community and Consultants to Complete Design and Engineering for the Concord Community Center, Park, and NCPRD Administrative Offices

Purpose/Outcome	<p>Approval by the Board of County Commissioners (BCC) acting as the Board of Directors of the North Clackamas Parks and Recreation District (NCPRD) of:</p> <ol style="list-style-type: none"> 1. The Concord Master Plan Report, as recommended by the Concord Task Force; and 2. Staff moving forward to work with the community and consultants to complete design and engineering for the Concord community center, park, NCPRD administrative offices, and Oak Lodge Library in preparation for construction to begin in spring 2022. (Board requests related to the Oak Lodge and Gladstone Libraries will be brought to the Board of County Commissioners as a separate agenda item.) 	
Dollar Amount and Fiscal Impact	FY 20-21 approximately for Opsis' contract (scope of work has not been completed at this time): <ul style="list-style-type: none"> • \$1,000,000 	FY 21-22 approximately for Opsis' contract (scope of work has not been completed at this time): <ul style="list-style-type: none"> • \$1,700,000
Funding Source	NCPRD funds from Hood View Proceeds	
Duration	January 2021 – Spring 2022	
Previous Board Action/Review	<ul style="list-style-type: none"> • 4/3/2018 Policy Sessions: Concord Property and Library Task Force planning • 6/26/2018 Policy Sessions: Concord Property and Library Task Force planning • 10/9/2018, Policy Session: Project update • 10/9/2019 Business Meeting: Approved Contract with Opsis Architecture LLP to create a Master Plan and conduct public outreach • 11/12/2019 Policy Session: Project update • 11/24/2020: Policy Session: Acceptance of the Gladstone Library and Concord Master Plan Reports and approval of staff to move forward to work with the community and consultants to complete design and engineering for the Concord community center/library and the Gladstone library. 	
Strategic Plan Alignment	<ul style="list-style-type: none"> • Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities. 	

	<ul style="list-style-type: none"> • Promote a <i>Healthy and Active Lifestyle</i> by providing a park and community center with spaces to be active. • Designed with a lens of <i>Equity, Diversity and Inclusion</i> by engaging diverse audiences and maximizing park and recreation connections. • Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by building near alternative modes of transportation.
Counsel Review	12/8/2020 by Jeff Munns
Procurement Review	The item is a Master Plan: it is not subject to Procurement review.
Contact Person	Kathryn Krygier, Project Manager 503-867-2820
Contract No.	N/A

EXECUTIVE SUMMARY:

After more than two years of planning, designing, analyzing, and extensive community involvement, two hard-working task forces of dedicated, caring community members have each unanimously recommended a master plan—one for a new community center, library, park, and NCPRD administrative offices on the Concord site in Oak Grove and one for a new library in Gladstone. While the project is a joint project that includes NCPRD and, Oak Grove and Gladstone libraries, this requested Board action is for the NCPRD portion of the project; the Oak Lodge and Gladstone library portion of the project will be considered for approval in a separate action by the Board of County Commissioners during their December 17, 2020 Business Meeting.

BACKGROUND:

In October 2017, the County and City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries—a 6,000-square-foot facility in Gladstone for the Gladstone Library service area and an approximately 19,500-square-foot facility in the Oak Lodge Library service area in unincorporated Clackamas County. In a similar timeframe, NCPRD acquired three properties from the North Clackamas School District, including the Concord Property near the corner of SE McLoughlin Boulevard and SE Concord Road in Oak Grove.

Two community task forces—the Concord Property and Library Planning Task Force (Concord) and the Gladstone Community Library Planning Task Force (Gladstone)—began meeting in early 2019 to advise staff and the BCC on the planning process, community needs, and master plans for the Concord Property and Gladstone Library.

One of the first major challenges taken on by the task forces was to participate in the selection process for a consulting firm to create the master plans for the two sites. Opsis Architecture LLP (Opsis) was hired and led a four-phase master planning process:

- Phase 1: Technical investigation
- Phase 2: Needs assessment/programming
- Phase 3: Design alternatives
- Phase 4: Refine a preferred alternative to recommend to the BCC

The Concord Task force work on these phases included:

- Identifying community values to be used to guide decision-making and as the basis for criteria to evaluate design alternatives.
- Providing review and input on public engagement plans, including outreach to underrepresented communities and then participating in public open houses and design work sessions.
- Informally approving library, community center and park uses to be included in the design alternatives for their respective master plans.
- Unanimously agreeing it would be feasible to locate the Oak Lodge Library on the Concord site.
- Approving three design alternatives for their site to present to the community for review and input; then reviewing and considering their public input;
- Unanimously approving the draft Concord Property Master Plan to present to the Board of County Commissioners and the Board of County Commissioners acting as the Board of Directors of the North Clackamas Parks and Recreation District.

RECOMMENDED FINAL DRAFT MASTER PLAN

The preferred design alternative recommended by the Concord Task Force balances the library, community center, park and NCPRD office needs with a highly efficient layout that includes a north addition to the Concord building for the new library and an east addition for a new gym. A central plaza that serves as a flexible space for outdoor events features a new shared entrance to the library and community center. Next to the plaza is a 2-acre park that features a play and picnic area, and a large lawn for events and recreation. The park is surrounded with large shade trees and natural plantings. Co-location of the library and community center allows for convenient and efficient shared functions such as the lobby, community rooms, restrooms and other service spaces.

NEXT STEPS

- The Concord Task Force and NCPRD District Advisory Committee (DAC), when it is operational, will be fully engaged in the next phase and ongoing phases of the project.
- Implement an amendment to Opsis’ contract for design and construction documents, and community engagement (January 2021).
- Begin design and engineering work (January 2021).
- Align funding sources and uses with Concord Task Force, NCPRD District Advisory Committee (DAC) (spring 2021).
- Solicit for and select a general contractor for preconstruction services (spring 2021).
- Begin work on an Intergovernmental Agreement between NCPRD and the Oak Lodge Library to outline shared capital and operational expenses and procedures (ongoing – summer 2021).
- Begin construction (spring 2022).

ESTIMATED TOTAL PROJECT COST FOR NCPRD

Construction	\$16,900,000
Escalation @ 5% per year	\$1,300,000
Total Construction	\$18,200,000
Indirect Costs* @ 30%	\$5,500,000
Total Project	\$23.7 million

**Indirect costs include such items as design and engineering fees, permits, furniture, equipment, etc*

PRELIMINARY NCPRD FUNDING SOURCES

Project cost and funding sources will be aligned in the next phase of design by working with the consultants, Concord Task Force, and NCPRD District Advisory Committee (DAC).

NCPRD Funding Sources	
Metro Local Share (park)	\$1.0 million
Grants (park)	\$1.0 million
Hood View proceeds	\$3.0 million
Potential property proceeds	\$2.0-\$4.0 million
Library proceeds	\$0.3 million
System Development Charges (SDC's)	\$2.4 million
NCPRD reserves	\$1.8 million
Revenue bond, paid back at \$550,000/year (no vote required)	\$9.5 million
Potential seismic grant (shared proportionally with libraries)	TBD
ESTIMATED TOTAL NCPRD FUNDS	\$21-\$23 million

*Project needs to be added to the Capital Improvement Plan (CIP)

RECOMMENDATION:

Approve the Concord Master Plan Report and approve staff to work with the community and consultants to complete design and engineering for the Concord community center, park, and NCPRD administrative offices.

ATTACHMENTS:

1. Final Draft Concord Master Plan Report

Respectfully submitted,

Laura Zentner

Laura Zentner, Director
Business and Community Services

FINAL DRAFT NOVEMBER 2020



OAK LODGE & GLADSTONE COMMUNITY PROJECT

CONCORD PROPERTY MASTER PLAN REPORT



CONCORD PROPERTY ACKNOWLEDGEMENTS

CONCORD PROPERTY & LIBRARY PLANNING TASK FORCE

NCPRD At-Large Members

Ron Campbell
Mark Elliot
Denis Hickey, Vice-chair
Rose Ojeda
Kim Parmon
Michael Schmeer
Kristi Switzer

Clackamas County Library Board of Trustees Members

Grover Bornefeld
Jan Lindstrom
Doug Jones, Chair
Chaunda Wild

Friends of the Oak Lodge Public Library Member

Paul Boundy

Gladstone Library Board Member

Gary Bokowski

Close Proximity Neighbor

Michael Newgard

Past task force members

Jean Chapin
Lynn Fisher
Anna Hoesly
Stephanie Kurzenhauser
Monica Rohrscheib
Eric Shawn

SPECIAL THANKS TO

Residents of Oak Lodge/Jennings Lodge community who contributed to the master planning process

North Clackamas School District for their stewardship of the Concord Elementary School while it was under their ownership

For more information, contact:
communityproject@clackamas.us

CLACKAMAS COUNTY

Board of Commissioners

Jim Bernard, Chair
Sonya Fischer, Commissioner
Ken Humbertson, Commissioner
Paul Savas, Commissioner
Martha Schrader, Commissioner

County Administration

Gary Schmidt, County Administrator

Business & Community Services

Laura Zentner, Director
Allegra Willhite, Deputy Director
Liz Lawson, Administrative Specialist
Tracy Grambush, Financial Analyst
Kathryn Krygier, Project Manager

Gladstone & Oak Lodge Libraries

Mitzi Olson, Library Director
Robin Dawson, Library Supervisor
Kristina Wells, Librarian

North Clackamas Parks and Recreation

Scott Archer, Director
Jessica Botteron, Administrative Specialist
Joe Corr, Park Maintenance Coordinator
Elizabeth Gomez, Financial Operations Manager
Kevin Cayson, Park and Facilities Manager
Melina DeFrancesco, Marketing and Communications Manager
Kandi Ho, Recreation Services Manager
Marty Hanley, Milwaukie Center Supervisor
Jason Kemmerich, Aquatic and Recreation Supervisor
Heather Koch, Senior Planner
Joe Loomis, Sports Supervisor
Amanda Mendez, Offi Supervisor
Tonia Williamson, Natural Resources Coordinator

Public & Government Affair

Ellen Rogalin, Community Relations Specialist
Amber Johnson, Community Relations Specialist

CONSULTANT TEAM

Opsis Architecture

Jim Kalvelage, Partner, FAIA
Jennifer Hoffman Project Manager
Nada Maani, Project Architect

Johnston Architects

Ray Johnston, Partner, FAIA
Mona Zellers, Designer, Johnston Architects
Siyao Zhang, Designer, Johnston Architects

Lango Hansen Landscape Architect

Kurt Lango, Principal
Brian Martin, Landscape Architect

JLA Public Involvement (Community Engagement)

Allison Brown, Facilitator
Brandy Steffan Outreach Project Manager

Ballard*King & Associates (Recreation Operations)

Ken Ballard, CPRP, President

Catena Consulting Engineers (Structural Engineering)

Jared Lewis, PE, SE, Principal

Interface Engineering, Inc (Mechanical and Electrical Engineering)

Andy Frictl, PE, LEED AP, Principal
David Chelsey, PE, RCDD, LEED AP, Principal

KPFF Consulting Engineers (Civil)

Josh Lighthipe, Associate, PE
Nora Oaks, Civil Designer

ACC Cost Consultants (Cost Estimating)

McCabe Karcher, Senior Estimator

Architectural Resources Group (Historic)

Matthew Davis, AICP, Principal
Caitlyn Ewers, Architectural Historian and Preservation Planner

The Bookin Group (land Use)

Debbie Cleek, Principal

Global Transportation Engineering (Traffi

Dana Beckwith, PE, PTOE, Principal

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CONCORD PROPERTY MASTER PLAN**
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PREPARED FOR
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT AND OAK LODGE LIBRARY:
DIVISIONS OF BUSINESS AND COMMUNITY SERVICES, CLACKAMAS COUNTY

BY:
OPSIS ARCHITECTURE
IN ASSOCIATION WITH:
JOHNSTON ARCHITECTS (LIBRARY ARCHITECT)
BALLARD*KING ASSOCIATES (RECREATION / OPERATIONS)
LANGO HANSON LANDSCAPE ARCHITECTURE

NOVEMBER 2020

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CONCORD PROPERTY

INTRODUCTION & EXECUTIVE SUMMARY

MASTER PLAN INTRODUCTON

THE OAK LODGE AND GLADSTONE COMMUNITY PROJECT (OLGCP) IS A COMPREHENSIVE PLANNING EFFORT FOR THE OAK LODGE AND GLADSTONE LIBRARIES, AND NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD), DIVISIONS OF THE CLACKAMAS COUNTY BUSINESS AND COMMUNITY SERVICES DEPARTMENT (BCS).

Together they envision a new library, community center, park and NCPRD administrative office for the Oak Grove/Jennings Lodge community and a new library for the Gladstone community.

Opsis Architecture and Johnston Architects, with their consultant team, led the planning effort through a year-long process, guided by robust community engagement and the work of two community task forces – the Concord Property and Library Planning Task Force, and the Gladstone Community Library Planning Task Force. As ambassadors of community interests, task force members informed the planning effort with their ideas and feedback from the broader community.

This report summarizes the collective, collaborative effort between the design team, task force, community and staff to jointly identify preferred master plan for the Concord Property to recommend to the Board of County Commissioners (BCC).

MASTER PLAN SCOPE OF WORK

The master plan effort consisted of identifying project values; program, site and design alternatives, and concept designs for the two projects – one in the Oak Grove/Jennings Lodge area and one in downtown Gladstone.

The design team was asked to provide a master plan for a new community center, park, and NCPRD administrative office for District residents to be located at the site of the former Concord Elementary School (Concord Property) in Oak Grove.

In addition, the design team was asked to determine if the Concord Property was a suitable location for a new 19,500-square foot Oak Lodge Library to serve the Oak Lodge Library service area. The team provided options for the library to be a

stand-alone building, an addition to the Concord building, and to be in the Concord building. If the library was deemed feasible on the Concord Property by the Concord Task Force, it was to be included in the master plan.

The design team was also asked to provide a master plan for a 6,000-square-foot library on the former City Hall site at Portland Avenue and E Dartmouth Street to serve the Gladstone Library service area.

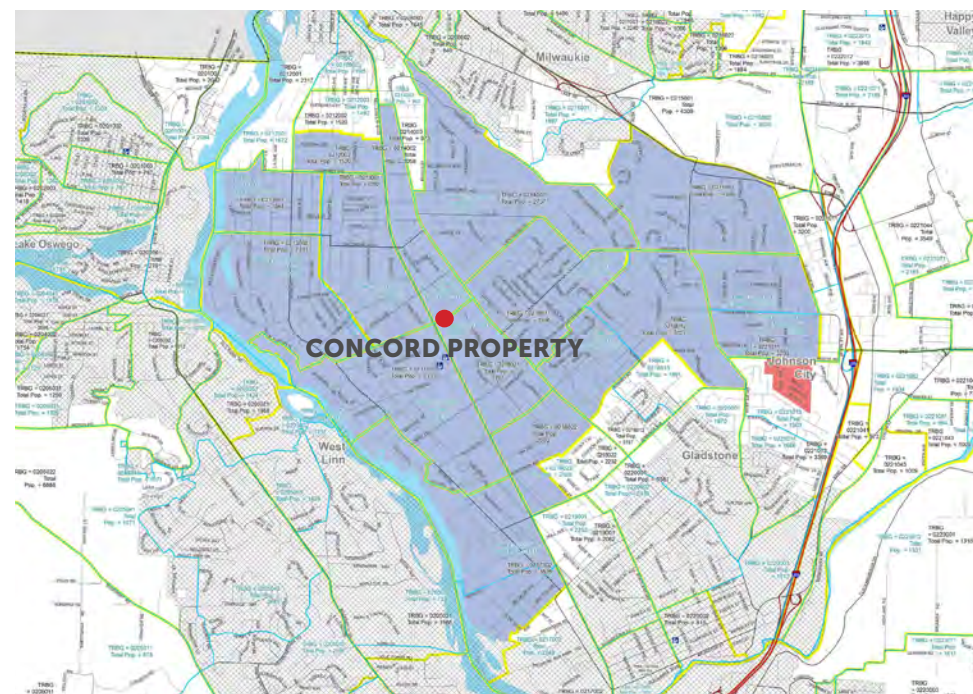
MASTER PLAN BACKGROUND

In October 2017, the County and City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries – a 6,000-square-foot facility in the City of Gladstone and an approximately 19,500-square-foot facility in the Oak Lodge Library service area. The agreement

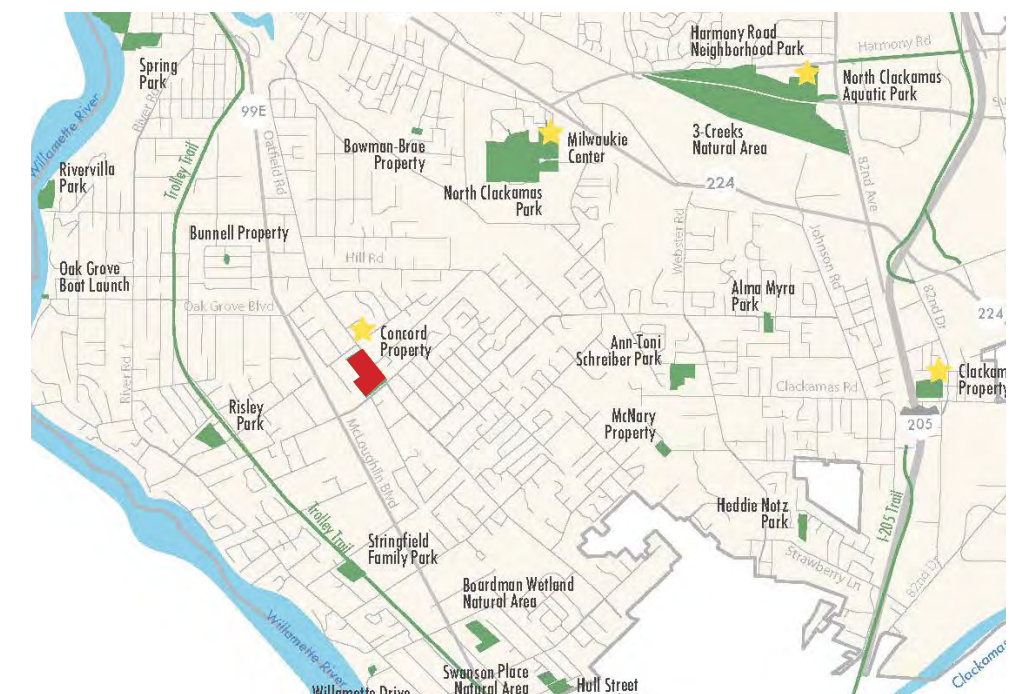
called for a “one library, two building” approach, with both libraries operated by the county to achieve economies of scale and best provide library services to Oak Lodge and Gladstone service areas.

In a similar timeframe to this settlement agreement, NCPRD and the North Clackamas School District (NCSD) entered into a strategic partnership to acquire three NCSD properties, including the Concord Property in Oak Grove.

Since Oak Lodge Library and NCPRD are both BCS divisions, it was decided to pool resources and use time and money efficient by creating a joint process to plan for the Concord Property and the Oak Lodge and Gladstone libraries. A process outline was approved by the BCC in 2018.



OAK LODGE LIBRARY SERVICE AREA



WESTERN PORTION OF NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

CONCORD PROPERTY EXECUTIVE SUMMARY

A PRIMARY GOAL OF THIS STUDY IS TO BRING FORTH A SHARED VISION FOR THE SITE THAT BEST REFLECTS THE COMMUNITY'S VALUES WHILE BALANCING LIBRARY, COMMUNITY CENTER AND OUTDOOR RECREATION NEEDS.

That shared vision establishes a basis for developing capital development costs and funding.

The master planning process was established to determine the feasibility of redeveloping the Concord Property to meet library, recreation and community center needs, and to preserve the Concord building for future generations. For more than a century, the Concord Property has been at the heart of the Oak Grove community adjacent to the Jennings Lodge community. Throughout the years of serving the public education needs of the area, it developed into a valued community treasure. The school was closed in 2014 yet remained an important asset to the community.

The OLGCP offer an opportunity to revitalize this resource by providing recreational and community gathering opportunities for an under-served area of NCPRD and a much needed new library for the Oak Lodge Library service area. There are also significant benefits of co-locating NCPRD and the library. Continued public use of the Concord Property to serve the community underscores it as an historic and vital heart of the Oak Grove and Jennings Lodge communities.

BACKGROUND

Originally built in 1936 with funding provided through a grant from the Federal Emergency Administration of Public Works, with a north-wing addition built in 1948, the Concord building is eligible for the National Historic Register and was listed in 2015 as one of Oregon's Most Endangered Places by Restore Oregon.

NCPRD's purchase of the property was an important step toward preserving the property in public ownership and aligns with substantial community feedback to protect and preserve it. It offers NCPRD the opportunity to provide expanded and improved recreation, park and community services and, with its central location and large site, has the potential to be home for the new Oak Lodge Library.



CONCORD BUILDING



CONCORD SITE AERIAL

COMMUNITY ENGAGEMENT

The robust community outreach effort included a high priority on engaging under-represented communities such as Spanish speaking, low-income, and youth groups. Public involvement was conducted in two parts:

1. Capturing public input to inform the needs assessment; and
2. Providing specific feedback on the design alternatives.

A number of public outreach strategies were used to reach the widest audience. Public input ranged from in-person interviews with teens, residents and staff a community event to an on-line open house. Project information and events were advertised via multiple methods, with a dedicated project website to share information, surveys, and updates. In fall of 2019, over 350 people attended the first open house. This event was a community celebration to raise awareness about the project. Over 400 participants also provided input on an online and printed survey (in English and Spanish). An online open house for the Concord Property was held in August 2020, to gather feedback on three design alternatives. The survey attracted 269 visitors and 210 comments. Over 20 Spanish speaking people and teens attended focus groups held at Oak Grove Elementary School and the Aquatic Park.

Community events were well-attended, but the Covid-19 pandemic did disrupt the community outreach process. Shifting a majority of the communication from in-person to virtual impacted the degree of input, both the planning team and project stakeholders accommodated the change as successfully as possible. The project website became even more valuable as a two-way communication tool with the shift from in-person to virtual events.

VALUES

The Concord Task Force began the master plan process by establishing value statements and community needs. Representing many voices, the approved

value statements embody the core principles to guide decision-making through the planning process and establish standards against which project alternatives could be evaluated:

- Inclusivity
- Accessibility
- Shared community involvement and identity
- Stewardship of funding and natural space
- Respect and preservation of the many histories
- Sustainable thinking

SITE CONSIDERATIONS

- Land use discussions are underway with Clackamas County Planning staff about the permit.
- Parking will be reconfigured and expanded with increased development on the site.
- Parking will be reconfigured and expanded with increased development on the site.
- Vehicular and emergency access will be required from both SE Concord Road and SE Spaulding Avenue.
- Pedestrian access will connect to SE Olive Avenue.
- Site utilities within the vacated portions of both SE Olive and SE Spaulding Avenues may need to be rerouted in specific areas.
- New construction will be located at least 50 feet from the Oatfield Fault which is considered to be inactive and at a low risk of rupture.
- Stormwater retention is expected for 6-10% of impervious area due to poor infiltration rates.



PROGRAM

A variety of program elements and alternatives were considered to provide a balanced approach to the park, community center and library. The preferred program was determined through task force input, public open houses, focus groups, and a public opinion survey. The library and community center program area is 19,500 square feet (as set in county agreements) and 47,600 square feet respectively, with both dedicated and shared spaces.

The program mix optimizes the shared use potential between the library and community center including a shared main entry, lobby, and support spaces. The following list is an abbreviated summary of program needs:

Indoor recreation amenities

- Multi-use fitness rooms,
- Double-court gym addition
- Existing gym for community, cultural, and recreation use

Community spaces

- Divisible community room
- Commercial and instructional kitchen
- Community resource room
- Flexible meeting spaces
- Lounge areas

Park spaces

- Events plaza with interactive water feature
- Multi-use open space for events and youth soccer
- Universal-access playground and picnic shelter
- Stairs with amphitheater seating
- Upper terrace with active play area
- Loop walking / jogging trail

NCPRD administrative office

- Reception
- Private and open office
- Conference/meeting rooms
- Work room
- Staff kitchen
- Storage

Library

- Reading room and stacks
- Teen and children’s areas
- Service area
- Multi-use room
- Staff work room
- Public computers
- Study areas

DESIGN ALTERNATIVES

Seven concept designs explored various library, recreation, and site layouts and configurations. The task force evaluated these options based upon criteria established during the planning process. The task force selected three concepts with a range of feasible solutions for public review:

- Free-standing library option with a gym addition
- Library and gym additions
- Gym-only addition

MASTER PLAN - PREFERRED DESIGN ALTERNATIVE

The preferred 67,000-square-foot design balances the library and NCPRD program needs with a highly efficient and functional layout that incorporates library and gym additions in the Concord building and retains the integrity of the west- and south-facing historic facades.

It has the following attributes:

- **A central plaza** serves as flexible space for outdoor events and creates a gateway to the park.
- **The existing gymnasium and stage are retained** for community uses.
- **A large, upper level community room** within the existing north wing is adjacent to a public lounge space that looks down into the new gymnasium.
- **The library addition** offers a spacious and flexible layout with views to the plaza and park setting.
- **Parking** is centrally located with drop-off and accessibility parking next to the plaza with direct proximity to the building entrance and park.
- **Staff parking and service** access is provided from SE Concord Road and SE Spaulding Avenue.



PROJECT COST

The total project cost for the redevelopment, inclusive of the community center, library renovation/addition, park, parking, site development and contingencies, is based on an estimated spring 2022 construction start.

Total project cost includes site development, direct construction costs, owner's contingency, and indirect construction costs (expenses not directly related to labor and building materials) at 30% of the direct construction cost. Indirect costs will be confirmed in the next phase of the work.

Funding for the project will rely on separate NCPDR and library funding sources. Oak Lodge and Gladstone libraries share funding, so Gladstone project cost is included within this report.

The estimated costs are:

ESTIMATED PROJECT COST	
OAK LODGE LIBRARY	\$ 12.1 million
GLADSTONE LIBRARY	\$ 4.9 million
NCDPRD PARK, COMMUNITY CENTER, AND OFFICES	\$ 23.7 million

Library Funding Sources

The Gladstone Library and Oak Lodge Library funding sources are shared. The City of Gladstone is contributing \$200,000 per year of general fund revenue to support the Gladstone Library.

SHARED LIBRARY FUNDING SOURCES	
OAK LODGE LIBRARY RESERVES	\$ 2.9 million
CLACKAMAS COUNTY CAPITAL	\$ 1.0 million
OAK LODGE LIBRARY BEGINNING FUND BALANCE	\$ 0.6 million
LIBRARY REVENUE BOND, PAID BACK AT \$310,000 PER YEAR (NO VOTE REQUIRED)	\$ 4.2 million
TOTAL LIBRARY FUNDS	\$ 8.7 million
ANTICIPATED SHORTFALL - CLACKAMAS COUNTY BOND (NO VOTE REQUIRED)	\$ 8.3 million
ESTIMATED TOTAL LIBRARY FUNDS	\$ 17.0 million

NCPDR Funding Sources

Full funding for NCPDR's portion of the project is still being explored. The project cost and funding will be aligned in the next phase of the work.

NCPDR FUNDING SOURCES	
METRO LOCAL SHARE (PARK)	\$ 1.0 million
GRANTS (PARK)	\$ 1.0 million
HOOD VIEW PROCEEDS	\$ 3.0 million
POTENTIAL PROPERTY PROCEEDS	\$ 2.0 - \$ 4.0 million
LIBRARY PROCEEDS	\$ 0.3 million
SDC'S	\$ 2.4 million
NCPDR RESERVES	\$ 1.8 million
REVENUE BOND (\$550 K/YR) (NO VOTE REQUIRED)	\$ 9.5 million
POTENTIAL SEISMIC GRANT (SHARED PROPORTIONALLY WITH LIBRARIES)	TBD
ESTIMATED TOTAL NCPDR FUNDS	\$ 21.0 - \$ 23.0 million

*PROJECT NEEDS TO BE ADDED TO THE CAPITAL IMPROVEMENT PLAN (CIP)

PROJECT SCHEDULE



FALL 2019
TECHNICAL INVESTIGATION

Analyzing the Concord Property and the Gladstone City Hall site to understand its potential opportunities and constraints.



FALL 2019 - WINTER 2020
NEEDS ASSESSMENT / PROGRAM

Learn about community wishes, aspirations and building uses for the Concord Property, the Oak Lodge Library and the Gladstone Library.



WINTER - SUMMER 2020
DESIGN ALTERNATIVES ANALYSIS

Create three design alternatives for each location, using community input and technical data.



SUMMER - FALL 2020
PREFERRED DESIGN ALTERNATIVE & REFINEMENT

Recommend a preferred alternative for each location.



FALL 2020 - SPRING 2022
DESIGN/ENGINEERING & PERMITTING

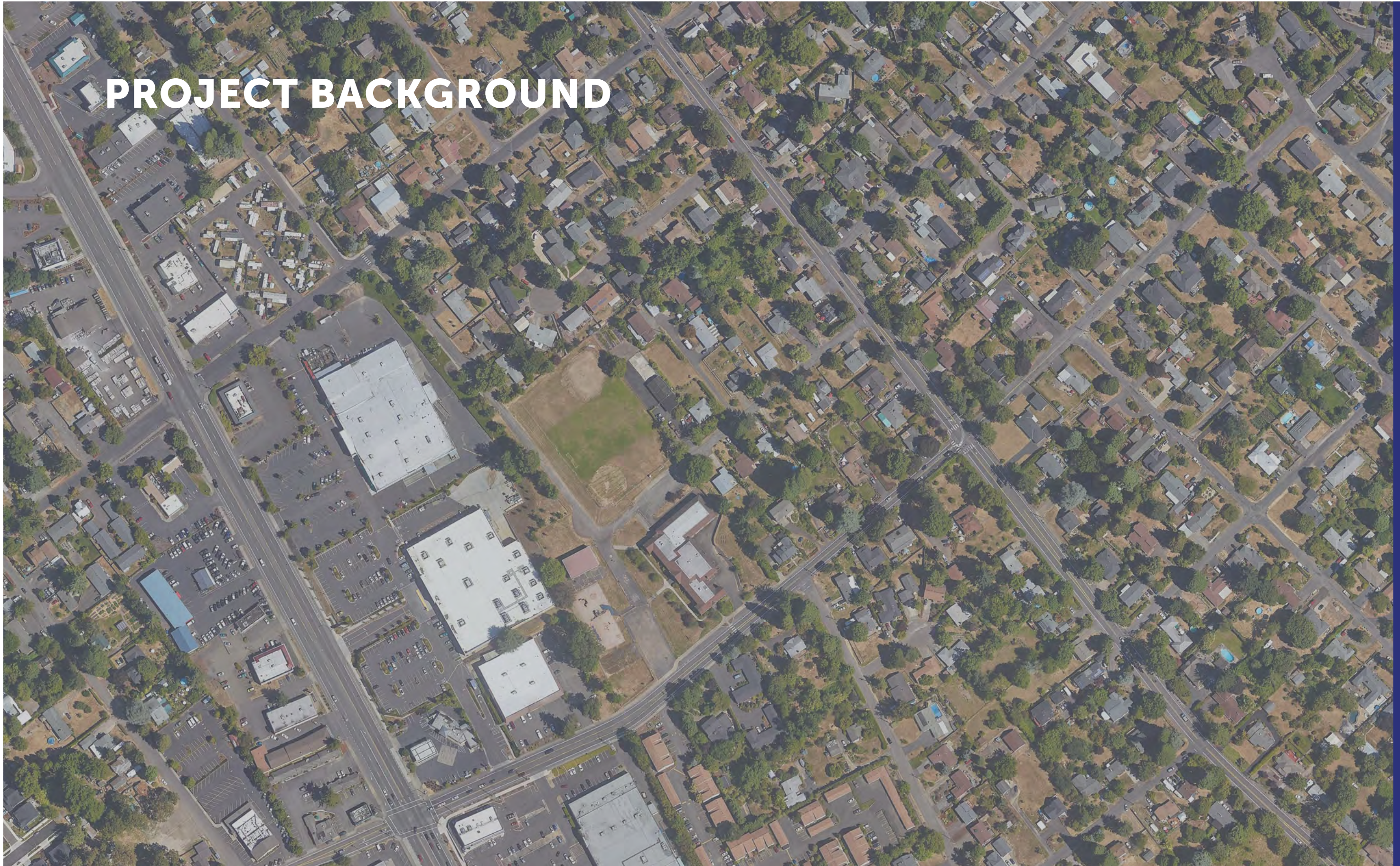
Complete detailed design work and construction documents. Get land use approvals and building permit.



SPRING 2022 - FALL 2023
CONSTRUCTION (TENTATIVE)

Construct buildings and site improvements.

PROJECT BACKGROUND



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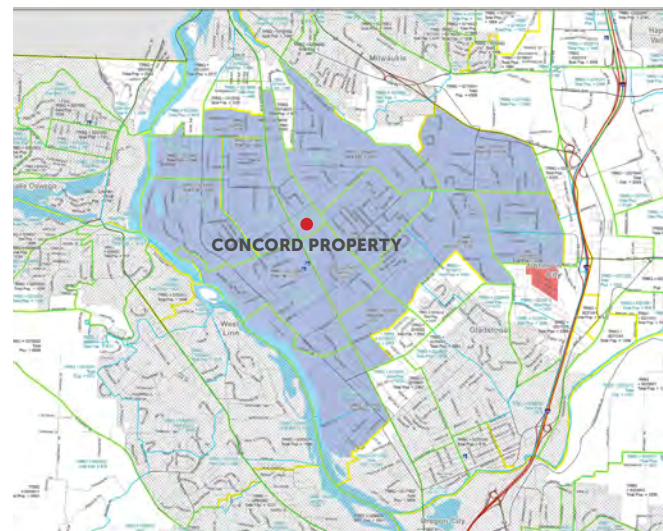
CONCORD PROPERTY PROJECT BACKGROUND

PROVIDING THE OAK LODGE AND GLADSTONE LIBRARY SERVICE AREAS WITH ACCESS TO SAFE, MODERN LIBRARY FACILITIES, AND, FOR THE OAK GROVE AND JENNINGS LODGE AREA, IMPROVED ACCESS TO A PARK AND A MULTI-PURPOSE COMMUNITY CENTER, CREATES AN OPPORTUNITY TO ADDRESS THE NEEDS OF THE LIBRARIES AND THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD).

As a joint project, this supports the county's strategic priorities by creating efficient use of resources and provides an opportunity for robust public engagement throughout the planning process.

The Oak Lodge Library, currently located within a leased facility on SE McLoughlin Boulevard, serves over 31,000 service area residents with over 10,000 registered borrowers (2017/18 fiscal year counts). The existing 5,100-square foot Gladstone Library currently serves over 21,000 service area residents with 6,100 registered borrowers. The sharing of library resources between the Gladstone and Oak Lodge libraries expands the capability of each branch to serve their individual communities.

Within NCPRD, the former Concord Elementary School (Concord Property) was acquired in the Oak Grove/Jennings Lodge planning area which serves approximately 25,000 people. Until purchase of the Concord Property, the area had limited access to parks, indoor recreation, gyms, and community gathering spaces. In addition, NCPRD's administration offices are currently located in leased space outside the District in Oregon City. The Concord Property therefore provides an important opportunity within the Oak Grove/Jennings Lodge area to address community needs, indoor and outdoor recreation opportunities, and library access in one comprehensive development.



OAK LODGE LIBRARY SERVICE AREA



GLADSTONE LIBRARY SERVICE AREA



WESTERN PORTION OF NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

HISTORY

In 2018, in accordance with a preliminary outline for a joint planning process approved by the BCC, a Concord Property and Library Planning Task Force and Gladstone Community Library Planning Task Force were formed to advise staff and the Board of County Commissioners (BCC) on library master plans and the planning process, community center and park needs, and capabilities of the Concord Property.

The two task forces began meeting regularly in early 2019. Each task force selected two members to represent its interests on a 13-member committee that selected the design team led by Opsis. Beginning in fall 2019, joint task force meetings were held to increase project efficiency and information-sharing, with task force members informally approving the master plan scope of work. (Later in the process, the task forces began meeting separately to focus on their own unique projects.) Following approval by the BCC, Opsis began the four-phase master planning work:

PHASE 1: Technical investigation

PHASE 2: Needs Assessment / Programming

PHASE 3: Design Alternatives Analysis

PHASE 4: Preferred Alternative Refinement and Master Plan Report

This master plan document serves as the springboard for the design team as it progresses into full design phases, with construction anticipated to begin in Spring of 2022.

COMMUNITY ENGAGEMENT

COMMUNITY ENGAGEMENT GOALS

The master planning process placed a high priority upon the importance of robust community engagement. The process began with the development of the project's Public Involvement Plan (included within the appendix), which reviewed past public outreach effort related to the libraries to form a more complete picture of the community and to create a strategy for effective techniques within each area. This information was coupled with additional demographic research to help target specific populations who will use the facilities but were

under-represented in prior planning and design projects. The plan was reviewed by the task force, which provided feedback and informal approval.

The design team held a variety of activities to obtain feedback throughout the process.

SUMMER 2019

- In-person/phone stakeholder interviews

FALL 2019

- In-person open house with opportunities to inform and gather input
- Online public survey in both English and Spanish
- Targeted engagement to identify underserved communities

WINTER 2020

- In-person design workshop for each project area
- Targeted outreach to identify underserved communities

SUMMER 2020

- Online public survey (provided in English and Spanish)
- Targeted engagement to identify underserved communities

Project information and event advertisement took place via the project website, social media postings, press releases, meetings and announcements at community planning organization (CPO) meetings, along with postcards mailed to all residents in the project area, and flyers distributed at local businesses and government buildings, and with food bank deliveries.

The outbreak of the COVID-19 pandemic in March 2020 resulted in significant impact to all planned outreach and engagement activities. This external pressure negatively affected the options to conduct outreach and reduced the number of participants in the design alternatives phase of the work, particularly with underserved community groups. The project team plans to expand targeted outreach effort in the next early design phase to obtain additional input, if feasible.



COMMUNITY EVENT AT THE CONCORD PROPERTY



COMMUNITY ENGAGEMENT, GOOD ROOTS FOOD PANTRY

PROJECT SCHEDULE



FALL 2019

TECHNICAL INVESTIGATION

Analyzing the Concord Property and the Gladstone City Hall site to understand its potential opportunities and constraints.



FALL 2019 - WINTER 2020

NEEDS ASSESSMENT / PROGRAM

Learn about community wishes, aspirations and building uses for the Concord Property, the Oak Lodge Library and the Gladstone Library.



WINTER - SUMMER 2020

DESIGN ALTERNATIVES ANALYSIS

Create three design alternatives for each location, using community input and technical data.



SUMMER - FALL 2020

PREFERRED DESIGN ALTERNATIVE & REFINEMENT

Recommend a preferred alternative for each location.



FALL 2020 - SPRING 2022

DESIGN/ENGINEERING & PERMITTING

Complete detailed design work and construction documents. Get land use approvals and building permit.



SPRING 2022 - FALL 2023

CONSTRUCTION (TENTATIVE)

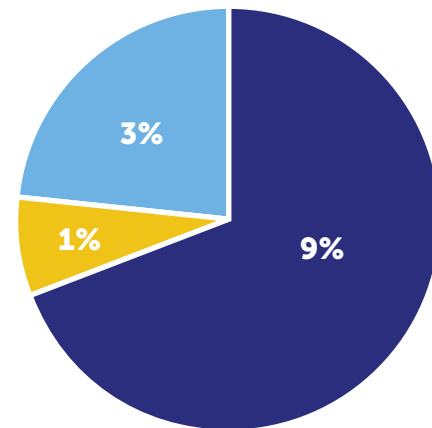
Construct buildings and site improvements.

DEMOGRAPHICS

Specific localized demographic information informed the community engagement process. The study area for the joint project included both the Oak Lodge Library service area, north to the City of Milwaukie boundary between I-205 and the Willamette River, and the Gladstone Library service area (the City of Gladstone and unincorporated Gladstone). US Census and local elementary school data was used to establish a well-rounded understanding of each community's racial, language and income demographics.

CENSUS DEMOGRAPHICS

- HISPANIC OR LATINO
- TWO OR MORE RACES
- BLACK OR AFRICAN AMERICAN



*PLEASE NOTE, ALL LISTED RACES BESIDES HISPANIC/LATINO ARE NON-HISPANIC. UNLISTED RACES WERE 0%.

CENSUS DEMOGRAPHICS FOR JOINT PROJECT

- Census Demographics for Joint Project
- Hispanic or Latino (of any race) - 9%
- Black or African American alone, non-Hispanic - 1%
- American Indian and Alaska Native alone, non-Hispanic - 0%
- Asian alone, non-Hispanic - 2%
- Native Hawaiian and Other Pacific Islander alone, non-Hispanic - 0%
- Some other race alone, non-Hispanic - 0%
- Two or more races, non-Hispanic - 3%

SCHOOL DEMOGRAPHICS

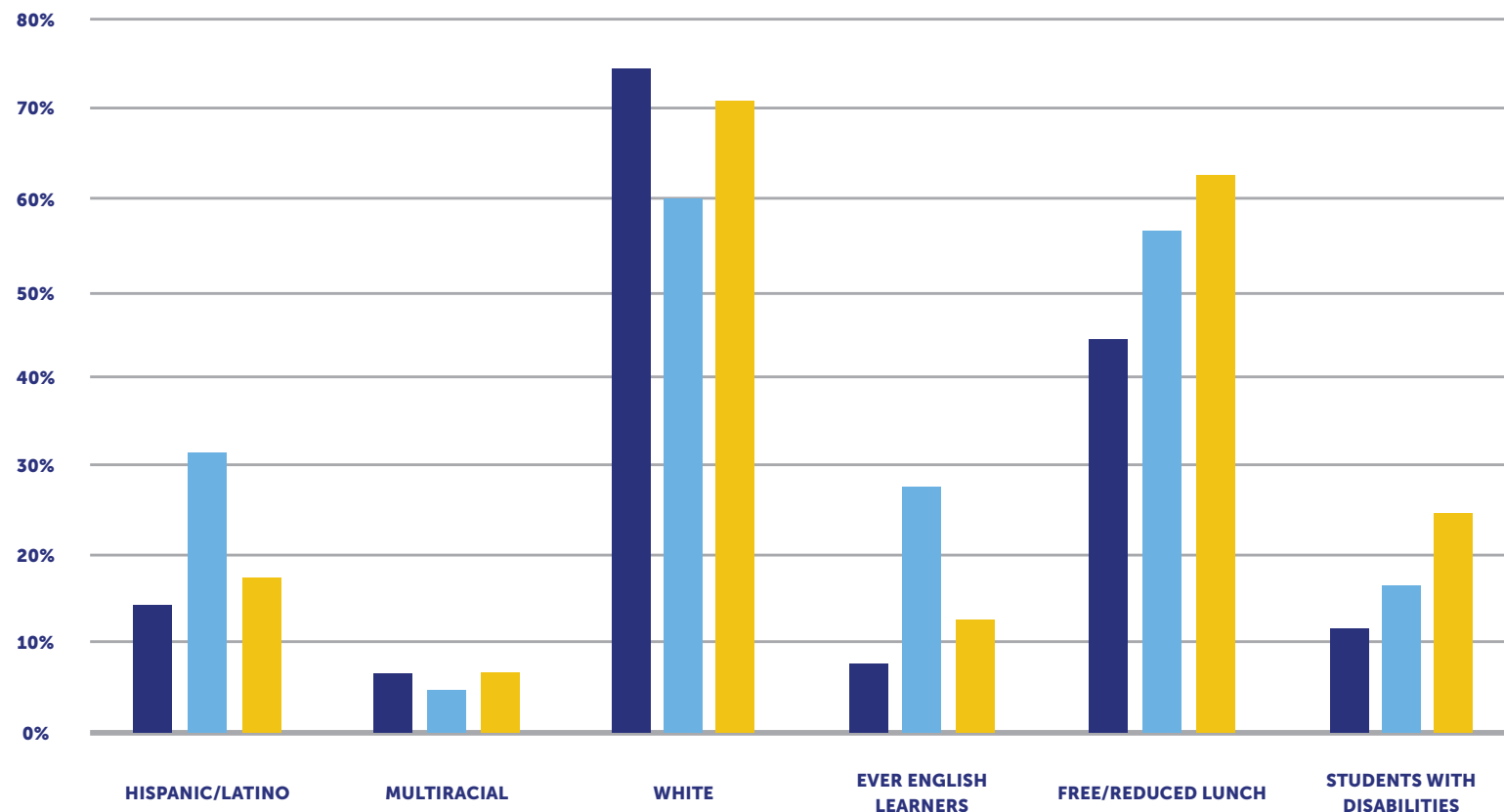
John Wetten Elementary School, Gladstone SD: 15% Hispanic/Latino students, 7% multiracial, 75% White; 8% ever English Learners; 10 languages spoken; 45% Free/reduced price lunch; 12% students with disabilities.

Riverside Elementary School, North Clackamas SD: 32% Hispanic/Latino, 5% multiracial, 60% White; 28% Ever English Learners; 8 languages spoken; 57% Free/reduced price lunch; 17% students with disabilities.

Oak Grove Elementary School, North Clackamas SD: 18% Hispanic/Latino, 7% multiracial, 71% White; 13% Ever English Learners; 8 languages spoken; 63% Free/reduced price lunch; 25% students with disabilities.

SCHOOL DEMOGRAPHICS

- JOHN WETTEN ES, GLADSTONE SD
- RIVERSIDE ES, NORTH CLACKAMAS SD
- OAK GROVE ES, NORTH CLACKAMAS SD



TASK FORCE VALUES

CONCORD PROPERTY TASK FORCE VALUE STATEMENTS WERE ESTABLISHED EARLY IN THE PROCESS BY THE TASK FORCE TO OUTLINE WHAT IS IMPORTANT TO THEIR COMMUNITY.

Task force members were asked to identify what they and their community valued most as a guide to the creation of a new library, community center and park on the Concord Property. These values, which were confirmed and approved in subsequent meetings, became the basis for establishing the evaluation criteria against which the design alternatives were tested.

CONCORD PROPERTY TASK FORCE VALUE STATEMENTS & IDENTIFIED COMMUNITY NEEDS

We Value

- Conscientious stewardship of funding;
- Creating a site that can serve multiple functions and accommodate community needs, both indoors and outdoors;
- Understanding and preserving the many histories, including the remaining historic features, that existing in this community and the Concord Property;
- Providing a welcoming and inclusive community heart that serves people and promotes a sense of shared community identity;
- Providing inclusive, diverse, and culturally-informed accessibility and access to services that accommodates all people regardless of age, race, gender, socioeconomic status, and mobility;
- Identifying and capitalizing on opportunities that will serve generations to come;
- Outcomes that are a result of responsible community involvement;
- Stewardship of parks, natural and green spaces; and
- Incorporating sustainable practices in the design, construction and operation of outcomes, and a holistic view of community impacts.

We, as a community, need

- A place for gathering and learning;
- Library;
- Recreation;
- Economic development;
- Opportunities for community art; and
- Park, natural and green spaces.

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RECOMMENDED MASTER PLAN



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CONCORD PROPERTY

RECOMMENDED MASTER PLAN

SITE ANALYSIS

SITUATED ON A 5.94-ACRE PARCEL OF LAND, THE CONCORD PROPERTY SITS PROMINENTLY AT THE JUNCTURE BETWEEN THE HIGHLY COMMERCIAL AREA FRONTING SE MCLOUGHLIN BOULEVARD AND A RESIDENTIAL NEIGHBORHOOD.

It is located in the heart of the Oak Grove community and adjacent to the Jennings Lodge community in unincorporated Clackamas County between the cities of Gladstone and Milwaukie.

The NCPRD-owned site is located in the southwest part of NCPRD in an area that has been identified as needing more parks and community services. It is also in the center of the Oak Lodge Library service area. This project provides an opportunity for a new park to have a direct relationship with the new community center and library, which will support creating a community heart in the Oak Grove/Jennings Lodge area. The expressed community goals for this site include the creation of a park with natural features and play area, flexible open space for recreation and events, and a plaza to serve the neighborhood and broader community.

NATURAL FEATURES

Trees, lawn, and the slope of the topography are the primary natural features on the site.

Landscape embankments, stairs, and retaining walls were created to accommodate a 30-foot change of elevation within the site changes:

- Bermed areas exist around the recreation field and between the building and parking lot.
- Retaining walls occur along the eastern edge of the site.
- Slopes and changes in elevation create an opportunity for seasonal water runoff features that can be used to design innovative and sustainable site features.

Trees of different species, maturity, and health are scattered throughout the open space:

- Smaller canopied trees around the building are generally in poor health and have not been properly maintained over the years.

- A group of large-stature trees, including Oregon White Oaks, straddle the west property line. As future plans are developed, careful consideration should be made to saving these trees.
- Trees along the perimeter of the open space adjacent to the neighboring home should be evaluated during the development of the design.

Lawn provides an active use area with two fenced softball fields a soccer field overlay that is heavily used for recreation, and community events.

VIEWS

Due to the significant grade change within the Concord Property which continues further westward beyond the property boundaries, the former school building holds a presence on the site and views to the west. From SE McLoughlin Boulevard, the property is fully visible, and it has a dominating position when looking to the northeast from the major intersection at Concord. The ability to maintain a view of the historic Concord building was expressed as a priority by the community. The proposed design respects this priority, and provides the potential to enhance the building as a significant architectural amenity in the community.



SITE CONTEXT



LANDSCAPE



VIEWS



ZONING

DEVELOPMENT / ZONING

The Concord site is split-zoned with the majority being Open Space Management (OSM). The remainder of the site is zoned Single Family Residential (R7 and R8.5). The Clackamas County Zoning and Development Ordinance (ZDO) allows park uses outright within the OSM zone; however community center and library uses both require approval through Conditional Use review in both OSM and residential zones. The ZDO does not currently allow office use within the OSM zone. Discussions with county planning staff are underway to determine the best land use path forward for the project.

TRANSPORTATION AND SITE ACCESS

Multimodal access is a site attribute. The site is served well by vehicular access on the three sides:

- SE Concord Road is the primary access to the site, with minor access on SE Spaulding Avenue to the east and SE Olive Avenue to the north.
- SE Concord Road provides nearby pedestrian and vehicular access to SE McLoughlin Boulevard, a principal arterial to the west, and SE Oatfield Road to the east.
- SE Concord Road has pedestrian and bicycle routes.
- SE Oatfield Road and SE McLoughlin Boulevard has bus access.
- Concord Property is 1.7 miles from the SE Park Avenue MAX station.
- SE Concord Road drop-off area that was previously used for school bus transportation is planned to remain for convenience.

The topography creates accessibility challenges to the building entrance and within the site itself, therefore an on-grade universally-accessed main entrance is proposed.

Primary vehicular access to visitor parking and internal drop off areas are proposed from SE Concord Road:

- Access will need to have adequate site distance by maintaining clear areas along the site frontage.
- Site access should function adequately with the addition of a center left turn lane on SE Concord Road.
- 150 feet of vehicle stacking should be provided for vehicles queued to leave the site, with a minimum of 50 feet to allow vehicles to pull in and transition from street to parking area.
- Minor staff access / loading is also proposed from SE Concord Road, with additional staff parking accessed from SE Spaulding Avenue.

EMERGENCY / FIRELANE ACCESS

Fire and emergency access will need to be accommodated, allowing for fire truck access 150 feet from all first floor, exterior sides of the building. The proposed access from both SE Concord Road and SE Spaulding Avenue is expected to allow such access without the need for a separate internal drive. Fire-truck turnarounds can be accommodated from both SE Spaulding Avenue and SE Concord Road.

PARKING REQUIREMENTS

The Clackamas County ZDO provides parking requirements for all proposed uses except the library. A review of these requirements and a survey of similar regional facilities and national standards showed that a minimum range between 2.4 - 3.2 stalls per 1,000 gross square feet of building may be sufficient. This approach is currently represented in the design. This parking supply could be supplemented through shared parking agreements with neighboring tenants to meet the needs of special events and provide greater flexibility in program scheduling. Significant public discussion centered on the parking requirement and how to find a balance of program and parking to preserve open space yet serve visitor needs. Discussions with county planning staff are underway to finalize the amount of required parking.

Traffic and parking survey counts at similar regional facilities are still needed to refine the estimated vehicular trips and parking demand, as well as a traffic impact analysis (TIA) as required by Clackamas County to meet Conditional Use or other requirements. Global Transportation Engineering's Summary Memo can be found in the appendix of this report.

SITE UTILITIES

The Concord Property is connected to all underground utilities. Water, storm, and sanitary service are all provided through the Oak Lodge Water Services District. Existing mains for water, storm, and sanitary are located within the vacated rights-of-way of SE Spaulding Avenue and SE Olive Avenue as well as in SE Concord Road.

Required onsite stormwater management should be designed to infiltrate to the maximum extent feasible. The anticipated area required for stormwater facilities will be equal to 6 - 10% of the impervious area (typically, roofs and asphalt surface parking areas) and is currently proposed in areas around the building, within the parking area and along the southwestern side of the property where the grade is lowest.



CLIMATE

SOILS

A geotechnical investigation and report has been completed by GRI Engineers. See appendix for full report. Preliminary investigation based on published documentation followed by in-depth and on-site investigations indicate the site contains varying thicknesses of local fill soils, primarily consisting of silt, clay, sand and gravel over alluvial deposits above the Columbia River Basalt Formation. The site is classified as Site Class D due to stiff-base soil with recommended foundation design based upon an allowable bearing capacity of 3,000 pounds per square foot.

United States Geological Survey (USGS) mapping indicates the presence of the Oatfield Fault along the southwestern portion of the site. USGS and further geotechnical investigation findings do not consider the Oatfield Fault to be an active contributing source in their Probabilistic Seismic Hazard Analysis, with low risk of fault rupture at the site; however the report recommends avoiding placing structures within 50 feet of the existing fault line. GRI's analysis defines a seismically-induced settlement potential of up to 1-2 inches, with a low risk of earthquake-induced slope instability and/or lateral spreading. GRI's Geotechnical Investigation and Site-Specific Seismic-Hazard Evaluation report can be found in the appendix.

CLIMATE

Due to the southwest orientation of the site, solar access is optimal for the consideration of sustainable strategies such as photovoltaic solar panels. Natural ventilation strategies are aided by summer winds from the northeast and winter winds from the southwest.

OPPORTUNITIES / CONSTRAINTS

SITE ANALYSIS REVEALED THAT THE OPPORTUNITIES PRESENTED BY THE CONCORD SITE GENERALLY OUTWEIGH KNOWN AND ANTICIPATED CONSTRAINTS.

CONTEXT (ZONING, PUBLIC AMENITIES, ECONOMIC DRIVERS)	
<p>Opportunities</p> <ul style="list-style-type: none"> The proposed use of the site is appropriate in this area between commercial and residential land uses. There are many nearby commercial amenities (coffee shops, grocery, gas station, sporting goods, etc.). Increased visits to the site may have a positive economic impact on nearby businesses. Locating NCPRD office on this site provides with them with a prominent public presence and convenient access to District residents and facilities. 	<p>Constraints</p> <ul style="list-style-type: none"> Office use is currently not allowed within the site zoning designations and may require rezoning or another land use process.
SITE CIRCULATION / TRAFFIC (TRANSIT, BIKE, CAR, PEDESTRIAN)	
<p>Opportunities</p> <ul style="list-style-type: none"> There is good public access (proximity to SE McLoughlin Boulevard and SE Oatfield Road). The site is located adjacent to a bike route. Convenient bus routes are located nearby on SE McLoughlin Boulevard and SE Oatfield Road. There is public street access on three sides of the site. The site has good "front door" access from the west parking lot (ADA / universal accessibility issues will be addressed). Neighbors are able to walk to the site. 	<p>Constraints</p> <ul style="list-style-type: none"> Main entry is not accessible. Development will likely require traffic impact and parking studies. Location may result in a higher incidence of unwelcome behavior. Service access from SE Spaulding Avenue is challenging due to grade changes. Nearby local streets are not pedestrian-friendly (curb-tight sidewalks or no sidewalks). Parking requirements may limit available park space.
CLIMATE	
<p>Opportunities</p> <ul style="list-style-type: none"> The site has good solar access, providing opportunities for renewable energy. 	<p>Constraints</p> <ul style="list-style-type: none"> Wind exposure on the site is relatively high due to position of the building on the site and the grade of the site.

SITE HISTORY (SITE USE, BUILDING USE, BUILDING STRUCTURE)	
<p>Opportunities</p> <ul style="list-style-type: none"> Public use protects the Concord building from demolition and creates a cultural heart for the community. Art can represent and culture and history. Adaptive reuse of Concord building may be less expensive than new construction. 	<p>Constraints</p> <ul style="list-style-type: none"> Historic requirements will require mitigation. Additional measures are required to ensure the building and site conform to current seismic and accessibility codes. Hazardous building materials will require abatement. Underground storage tanks (UST) will require mitigation. Utilizing existing space could result in less efficient building layout than new construction.
SITE CHARACTER / FEATURES (VIEWS, VEGETATION, GRADE)	
<p>Opportunities</p> <ul style="list-style-type: none"> The site allows for prominent views of existing building. The large site provides the opportunity for a significant park. 	<p>Constraints</p> <ul style="list-style-type: none"> Site grading and elevated upper level entry create accessibility challenges. Development costs may be expensive due to the need to grade the site to accommodate uses. Storm runoff from neighboring sites needs to be accommodated. Structures need to be located 50 feet away from the Oatfield Fault.
	



KEY CONSIDERATIONS

The primary goal of the project team was to provide the task force, public, and staff with design solutions for the Concord Property which would allow them to

- Assess whether it was feasible to locate the Oak Lodge Library on the Concord Property;
- Test the viability of shared resources between the library, the community center, and NCPRD administrative office for cost, design and construction efficiency
- Define the level of historic preservation of the Concord building and grounds;
- Address seismic safety and recommended upgrades of the existing Concord structure; and
- Evaluate alternatives in order to make an informed recommendation to the BCC of a preferred design alternative.

CONCORD LOCATION FOR THE OAK LODGE LIBRARY

The Master Plan scope of work define that, at a minimum, the three scenarios be explored:

1. Free-standing library
2. Library as an addition to the Concord building
3. Library accommodated within the existing building footprint through renovation (but no expansion)

SHARED EFFICIENCIES

Concept options to address both library and recreation needs were reviewed to explore what building elements could be shared between the library and NCPRD to gain efficiency in design, capital construction and operations, and to examine how the community would benefit by having the library and community center near each other. This latter issue was a key consideration in evaluating cost, staff and resource efficiency

HISTORIC CONSIDERATIONS

The Concord Property carries with it a long history for the Oak Grove/Jennings Lodge residents as well as the wider community. Purchase of the property by NCPRD was an important step toward preserving Concord property and aligns with substantial community feedback to protect and preserve it. Community ties to this treasured place run deep and elicit a strong and passionate desire for its continued use and preservation.

Following the closure of Concord Elementary School, a group of local residents rallied to form the Concord Partnership non-profit organization to advocate for saving the building and repurposing it for community use. The Concord Partnership's effort was supported by Restore Oregon, which added the building to their Oregon's Most Endangered Places list in 2015 to bring wider attention to the preservation effort

The Concord School is a publicly owned building that is eligible for the National Historic Register. Therefore, proposed changes to the property will be reviewed by the State Historic Preservation Office (SHPO). Based upon the Concord School Historic Assessment (see appendix) prepared by Architectural Resources Group (ARG) during the planning process, SHPO's review of the redevelopment is expected to be focused on the building's anticipated character-defining features:

- Main entry
- Exterior addition(s)
- Window replacement
- Gymnasium / auditorium
- Treatment of other interior spaces

Through public feedback and task force discussions, the importance of preserving the building and some interior elements was emphasized. This resulted in

- A new, grade-level, accessible entry that respects the traditional central staircase;
- Preserving the existing gymnasium and stage for recreation and performances;
- Building additions that are complementary to the existing building; and
- Incorporating Concord history and art in the design.

SEISMIC CONSIDERATIONS

The Concord building was originally constructed of light-wood framing supported by interior bearing walls and exterior two-layer masonry (brick) bearing walls. At the time of original construction, the exterior brick walls were not reinforced to protect from collapse during a seismic event. In 2001, some seismic strengthening was added around all entrance/exit egress pathways and along the entire eastern gymnasium wall to reduce collapse and falling hazards to allow for safer exiting of the building during a seismic event.

A technical analysis of the building was done to review the work completed in 2001, identify deficiencies and propose supplemental structure options to enhance the structural performance of the building. Major redevelopment of the building as proposed will require that any new work meets current minimum seismic code, and any portion of the work that affect the current structural system of the existing building must be brought up to the same minimum seismic code level. Techniques will include supplemental plywood sheathing, metal framing to support the brick and possibly the application of shotcrete to the inside of exterior walls.

Seismic safety of the building was a major point of discussion by the task force throughout much of the planning process. A baseline scenario of the existing building was established prior to the development of options, with high-to-low options for cost evaluation. Feasible seismic upgrade scenarios ranged from the minimum code-required life-safety level up to an enhanced life-safety level upgrade to prevent significant damage to the building. Additional meetings to address public / task force concerns about seismic safety and soil conditions were held to inform and discuss possible risk scenarios.

The community has expressed the desire to have an emergency gathering point at the Concord site, and that will continue to be analyzed for viability in the next phase of work.

EVALUATION / RECOMMENDATION

The evaluation of concept alternatives based upon an agreed set of criteria allowed the task force and public participants to understand the opportunities and challenges of each potential design solution. Characteristics explored included

- Library and recreation identities;
- Program layout - efficiency and challenges;
- Historic impact;
- Open space impact;
- Parking / access impact,
- Operational impact; and
- Cost impact.

This provided the task force (and public, through survey feedback) the opportunity to conduct an informed evaluation of choices to reach a preferred design alternative to recommend to the BCC.

CONCORD SCHOOL, 1890; IMAGE CREDIT: OAK LODGE HISTORY DETECTIVES



NEEDS ASSESSMENT / PROGRAM SUMMARY

The design team utilized a range of input to inform initial program development from a variety of sources:

- Stakeholder focus groups
- NCPRD teen group
- Oak Grove Elementary School (for Spanish speakers)
- Good Roots Community Church
- In-person open house
- Online public survey
- Concord Task Force

A task force field trip to Firstenberg Community Center and Cascade Park Library in Vancouver, Washington (designed by Opsi and Johnston Architects) provided valuable context for subsequent programming discussions. The Concord Property, which holds fond memories for many residents, continues to serve the community. Children and adults continue to use the gym for recreation, events and performances, and classroom spaces are used for occasional meetings. Outdoor play field serve recreation league soccer and softball and provide space for NCPRD’s Movies in the Park during the summer months. The playground and basketball shed continue in use, and the property as a whole is enjoyed by dog walkers and people getting general exercise.

Clearly evident in many program discussions and public feedback was a strong desire for the Concord Property to be a community gathering place within the Oak Grove / Jennings Lodge area – a space for social interaction to strengthen the mind and body, make learning accessible to people of all ethnicities, ages, abilities and income levels, and a place that connects to nature.

SHARED OPPORTUNITIES

Placing a library, community center and park on the site created the need to balance all three needs. This meant it was a necessity to find opportunities for shared spaces to provide efficiency.

Both the Concord Task Force and staff noted the many competing programmatic elements that could be on the site – more than space would allow to function successfully. Public feedback highlighted the importance of providing indoor and

FIRSTENBURG / CASCADE PARK LIBRARY TASK FORCE TOUR



outdoor programs that support one another, meet the highest community needs, and are right-sized for success.

The community-driven nature of all three program components create abundant opportunities for shared space. Consideration of shared amenities was discussed at length with stakeholders and prioritized to share costs and resources. Collectively, the task force and public identified many possible shared spaces:

- Public meetings
- Arts & crafts space
- Entry, lobby, and circulation
- Lounge areas
- Restrooms
- Parking
- Outdoor events

LIBRARY PROGRAM PRIORITIES

Staff and community input identified distinct characteristics of the Oak Lodge Library collection. Existing collections were extrapolated using average densities of materials per square foot and materials per patron to arrive at target collection sizes. These were translated into areas per collection and tuned to match the target library size to align with the size dedicated for the Oak Lodge Library. Then, within the constraints of community preferences, the group was able to identify collection, seating and support/workroom spaces consistent with other library programs around the Northwest. In addition, the task force and public input identified a desire for a variety of spaces:

- Two small and medium-sized study spaces
- One medium-sized meeting room
- One large meeting room for programs and summer lunches
- Space for “Library of Things” / Tool Library
- Indoor / outdoor programs
- Space for library events such as readings and book signings
- Friends of the Oak Lodge Public Library display, sales and work area
- Library storage
- Indoor/outdoor connection for library programming
- Seed library

INDOOR RECREATION PROGRAM PRIORITIES

The Concord Property is valued by the Oak Grove / Jennings Lodge community, and it is a top priority for NCPRD to serve the recreation needs of the community. Retaining the gymnasium as a community resource was identified as a priority along with the opportunity to provide a large, state-of-the-art indoor gymnasium for year-round recreation, particularly because it does not currently exist within NCPRD’s assets. Program space needs were identified by NCPRD early in the programming process:

- Medium and small group exercise studios
- Retain existing gym
- Community room
- Open space
- District office and board room
- Storage areas to support recreation / event needs





An additional high-value recreation space identified through community input include consideration of a two-court gym, with a viewing area and locker rooms.

COMMUNITY PROGRAM PRIORITIES

Public input and feedback consistently identify the importance of the Concord site as a holistic community benefit. Spaces, which support community activities and social needs ranked high amongst the community:

- Multi-use / classroom training space for jobs, GED, language, and citizenship classes
- Informal community gathering and lounge spaces
- After-school programs
- Kitchen space for community use, cooking classes, and catering
- Arts and crafts and/or maker spaces
- Space for art display
- Indoor and outdoor community performance space
- Space to recognize Oak Grove / Jennings Lodge history
- Flexible spaces for tutoring, social service providers, and community needs
- Community shelter space for use during emergencies
- Teen space
- Coffee cart

PARK / OUTDOOR RECREATION PROGRAM PRIORITIES

Community stakeholders and NCPRD expressed a desire for balance between active and passive park area uses:

- Flexible open space for active-use events and youth soccer
- Walking trails / exercise loops
- Shade and tree canopy areas
- Natural habitat plantings
- Covered picnic area
- Universal-access playground
- Interactive water feature
- Formal and informal seating areas
- Amphitheater with seating
- Space for porta-potties and utility hookups
- Parking and loading areas

RECOMMENDED PROGRAM ELEMENTS

The preferred design alternative (total building area: 67,100 square feet) recommends program elements which best represent both public and staff priorities:

Library Spaces

- Service point / check out area
- General study area
- Children's area
- Teen area
- General collection
- General lounge / living room
- Periodicals
- History area
- Friends of Oak Lodge Public Library display / sale area
- Book drop
- Public computers and/or use of laptops in general lounge areas
- Public printer and scanner area
- Staff workroom
- Book processing area
- Seed library

Community Spaces

- Large meeting room
- Flexible use meeting room
- Multi-use space for arts & crafts
- Large divisible community meeting room
- Community kitchen
- Multi-use classroom
- Teen area

Activity Spaces

- Reception desk
- New large gymnasium

- Existing gymnasium and stage
- Flexible medium-size active use area
- Flexible large-sized active use area

District Administration Office

- Reception
- Three private office
- 16 open office stations
- Conference room
- Wellness room
- Staff lounge

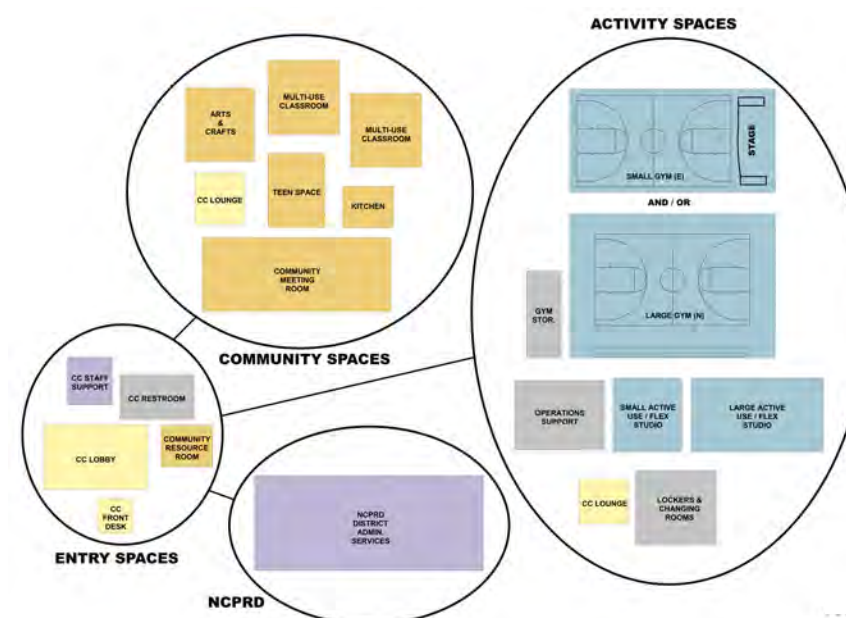
Building Support

- Entry vestibule, lobby and lounge areas
- Locker rooms
- Restrooms
- Storage

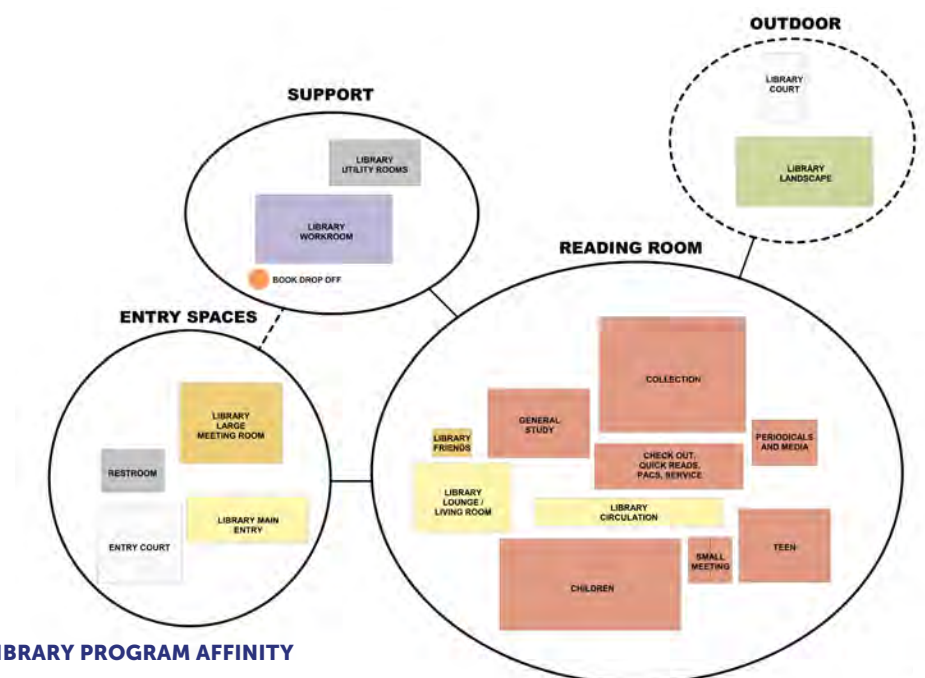
Park / Outdoor Recreation / Parking

- Play area
- Interactive water feature
- Picnic shelter
- Plaza
- Amphitheater with seating
- Open lawn for active space
- Grove of trees
- Loop trail
- Drop off visitor and staff parking spaces

A complete list of the recommended space components and associated square footages are listed in the Concord building program within the appendix.



RECREATION PROGRAM AFFINITY



LIBRARY PROGRAM AFFINITY

PREFERRED DESIGN ALTERNATIVE

The preferred design alternative is based on sharing uses between the Oak Lodge Library and NCPRD; meeting the programs of the library, community center, park, and NCPRD office and accommodating needs for vehicle parking and storm water management.

The design creates the largest park possible while also accommodating other needs. To achieve indoor programming needs, two additions are proposed – one for a two-court gymnasium and one for a large, adaptable library reading room.

SITE LAYOUT

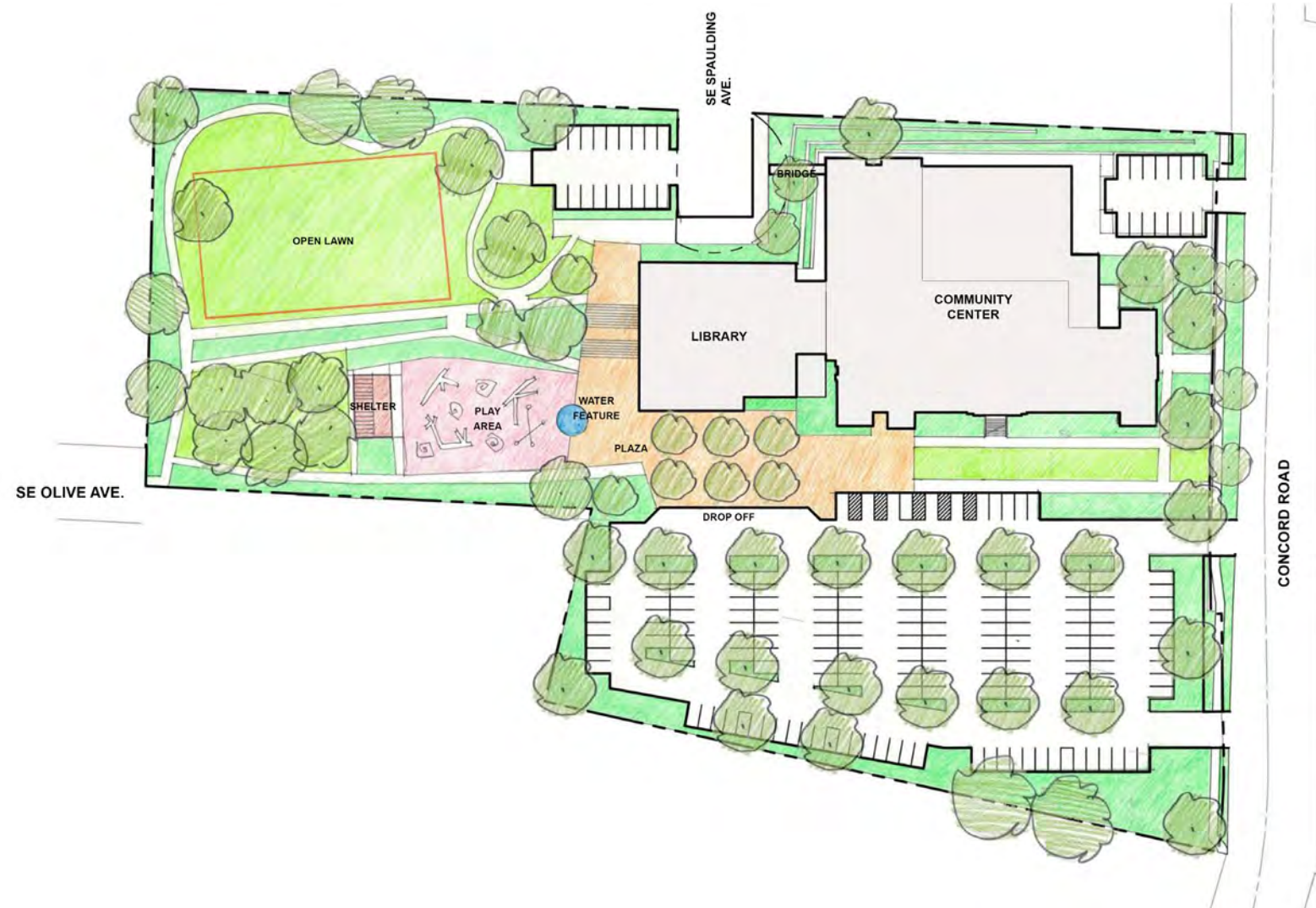
Open space in the site layout is an important amenity to provide for community spaces and unify the various site elements:

- A central plaza features a new shared entrance to the library, community center, and office. It also creates a flexible space for outdoor events and a gateway to the two-acre park which is located on the north east side of the site.
- The largest portion of the park is a multi-use space that can be used for events such as Movies in the Park and concerts as well as recreation youth soccer and casual play.
- The park includes a walking trail that wraps around the open space, universal play area near the plaza and picnic shelter, and a bosc of trees.
- Large trees and native planting will encircle the park to provide shade and habitat for small animals and birds.

The additions to the Concord Property were carefully considered:

- The volume of the two-court gymnasium addition will be positioned at the rear of the existing building in an underutilized location where it will have the least impact on the building.
- The library addition will be located north of the 1948 wing of the building where it will maximize use of the existing ground level with taller ceiling heights to serve library functions, and allow for a shared lobby for the library,

AERIAL VIEW LOOKING SW



SITE PLAN

community center and NCPRD administrative office. The library addition will also provide a prominent library identity and presence when viewed from SE Concord Road.

The library and community center will share an entrance:

- A new shared main entrance will be created at the ground level at the juncture between the original 1936 building and the 1948 addition. This new entry will provide universal accessibility from the arrival plaza with direct proximity to the vehicle drop-off and ADA parking. The existing monumental staircase will be preserved but de-emphasized and utilized for access to the existing gym for cultural and recreational events. Signage will help reinforce the fact that the monumental stair is not a regular entry except for special occasions.

Public parking is consolidated for efficiency and staff and service has separate parking areas:

- The main parking area is accessed from SE Concord Road and close by the library and community center entry for easy access and drop-offs
- A staff parking area with service access will be situated in the southeast corner of the site next to the gymnasium addition.
- A second service and staff parking area with a fire truck turn-around will be

located at the terminus of SE Spaulding Avenue east of the library addition.

- The service entry at SE Spaulding Avenue will include an elevated walkway to provide direct access to the kitchen, thereby serving the catering and load-in needs of the large community room on the upper floor of the community center.

BUILDING LAYOUT

Main Entrance

The Concord building will be a blended community center and library that maximizes the possibilities of co-location and the shared-use potential of the lobby, lounge, restrooms, and meeting spaces:

- The new ground level entry vestibule with extended canopy will create a welcoming entrance with an adjacent exterior book-drop.
- Upon entry, patrons will enter into a lounge and lobby space that connects the library, community center and NCPRD administrative office
- The existing stairwell and new elevator will provide clear wayfinding and convenient access to the upper level.



GROUND FLOOR PLAN



SECOND FLOOR PLAN

Ground Level

The NCPRD administrative office will be contained in the original west-facing wing with the reception / welcome desk positioned to optimize visual supervision of the main entry with sightlines to the hallway that leads to the restrooms, locker rooms and the two-court gymnasium addition. One shared meeting room will be accessible from both the NCPRD office and the lobby and another meeting room will be prominently located directly across from the office in the northwest corner next to the stairwell. Less acoustically sensitive spaces such as restrooms, locker rooms, storage, and mechanical and electrical rooms will be positioned under the existing gym directly across the hallway from the NCPRD office. This hallway will be secured from the main lobby and accessed primarily by NCPRD staff

The library will combine the northern portion of the 1948 wing with the reading room addition:

- The existing north wing will be primarily occupied by the library with a secure library entrance, staff workroom, lounge with Friends of the Oak Lodge Public Library sale area, large meeting room, dedicated library storage, and mechanical room with separate mechanical units serving the library and community center.
- The primary service point, visible through an opening with large sliding doors, will have direct access to the workroom and offer unobstructed sightlines to the lobby and restrooms as well as visual monitoring of the library reading room and collection areas.
- Beyond the service point, the primary reading room will occupy the center and western portion of the addition.

- The teen area will be opposite the service point with popular materials and small conference rooms occupying the eastern portion of the addition along with the children's area tucked under a lower soffit area with clerestory above.

Upper Level

The upper level will be accessed directly from the lobby below via the existing stairwell and new elevator. There will be a two-story opening that visually connects the lower and upper lobbies. The community room with lounge area will be in the 1948 wing with a slightly elevated floor level accessed from stairs and the elevator that incorporates a mid-level stop. The divisible community room will have a catering kitchen, storage, restrooms, and support spaces nearby.

Recreation spaces will be contained within the original 1936 building, monitored by a reception and staff office area located adjacent to the two-story opening:

- The reception area will provide unobstructed sightlines to the stairwell, recreation spaces and the community room, and will also allow monitoring of the original main entry when it is open for community and recreation events.
- The existing gymnasium with stage will be retained and utilized for recreation activities and cultural and performance events. A lift will be incorporated to provide accessibility to the elevated stage platform.
- Teen space will be in the northwest corner of the building.
- Active studios will be located in the southern part of the existing building.
- Restrooms, mechanical, and gym storage spaces will be located at the southeast area of the building.

EXTERIOR CHARACTER

The two additions are planned and designed to be distinct yet compatible with the existing building. The existing 1936 and 1948 facades will be preserved with the massing of the additions below the roofline. The footprints of both additions will be setback from the existing west and south façades to emphasize the historic facades.

MAIN ENTRY





LIBRARY VIEW LOOKING SOUTH



LIBRARY VIEW LOOKING NW

To create an accessible entry with universal access, a new entry vestibule with extended canopy will be located at the juncture between the original 1936 building and 1948 addition.

- The simplicity of the entry canopy will balance the welcoming entrance while preserving the integrity of and not competing with the historic façade.
- This location will preserve the visual presence of the monumental staircase while providing direct access to the lower level by converting several windows into an accessible entrance.
- Locating the new entry north of the exterior staircase minimizes its impact as viewed from the southwest lawn and from SE Concord Road.

The two-court gymnasium addition includes a retaining wall to the east that will extend around the corner to the south as an exposed wall that is lower in height and deferential to the 1936 masonry walls. Upper clerestory windows will provide abundant daylighting for the gymnasium and reduce the scale of the gymnasium addition. A linear skylight, located between the existing and new gymnasium, will provide balanced daylighting for both the new addition and the existing multi-purpose gymnasium.

The volume of the library addition will include a one-story skylight between the existing building and the library:

- West of the skylight area will be a secure, west-facing library courtyard.
- The high volume reading room will nestle into the topography facing east, with meeting rooms and support spaces backed up to the retaining wall with clerestory windows above.

- Along the north exterior wall will be a stairway that connects the upper park to the plaza and fountain at the same elevation as the building entry.
- The west side of the building will open to the plaza with trees, landscaping, and seating areas.
- The vertical and varied modulation of brick on the existing building will inform the architectural character of the new addition.

SUSTAINABILITY / RESILIENCY

The site and building will integrate sustainability strategies into the design with the potential for LEED certification (a widely used green building rating system), with the level of certification to be determined:

- The site will include stormwater management and low maintenance strategies for the building, parking lot and landscaping with areas of native plantings.
- The structure for the library and gym additions are envisioned to be a steel frame with glulam joists and cross-laminated timber (CLT) or dowel-laminated timber (DLT) roof panels with integrated acoustical treatment.
- The roofs of the additions offer an ideal location and orientation for solar photovoltaic arrays.
- The possibility of installing highly energy efficient and comfortable radiant heating slabs for the library and gym will be explored during the subsequent design phases.
- Large trees and native planting will provide shade to mitigate greenhouse gasses and provide habitat for small animals and birds.

Resiliency, an important consideration for health and emergencies, will be reflected with automated entry doors and restroom fixtures sanitation stations, materials and finishes natural ventilation, and mechanical fresh air filtration systems. The large free-span gymnasium with adjacent restrooms and locker rooms has the potential to serve as an emergency shelter with the property serving as an emergency gathering area.

LARGE GYMNASIUM VIEW



PROJECT COSTS & FUNDING

THE TOTAL PROJECT COST FOR THE CONCORD PROPERTY REDEVELOPMENT INCLUSIVE OF THE COMMUNITY CENTER AND OAK LODGE LIBRARY RENOVATION/ADDITION, PARK, PARKING, AND ASSOCIATED SITE DEVELOPMENT IS ESTIMATED AT \$35.8 MILLION, ESCALATED TO SPRING 2022 CONSTRUCTION START – \$12.1 MILLION FOR THE OAK LODGE LIBRARY AND \$23.7 MILLION FOR THE COMMUNITY CENTER.

Total project cost includes site development, direct building costs, indirect construction costs (expenses not directly related to labor and building materials), and owner’s contingency. Since Oak Lodge and Gladstone Libraries share funding, cost for the Gladstone Library is also included in this report.

TOTAL PROJECT COST	GLADSTONE LIBRARY	OAK LODGE LIBRARY	NCPRD
TOTAL CONSTRUCTION	\$ 3,511,000	\$ 8,630,000	\$ 16,900,000
ESCALATION @ 5% PER YEAR	\$ 270,000	\$ 670,000	\$ 1,300,000
TOTAL CONSTRUCTION	\$ 3,781,000	\$ 9,300,000	\$ 18,200,000
INDIRECT COSTS @ 30%	\$ 1,134,300	\$ 2,800,000	\$ 5,500,000
TOTAL PROJECT	\$ 4.9 million	\$ 12.1 million	\$ 23.7 million

Direct construction costs were developed by Architectural Cost Consultants using cost-per-square-foot allowances for program elements combined with quantity take-off from the site-specific conceptual design.

- Unit costs assigned to specific program elements are based on a high quality, durable materials, integration of sustainable strategies, and specialized finishes appropriate to the public atmosphere associated with a community library.
- Site costs are based on the comprehensive site development plan that includes allowances for new sidewalks, utilities, paving and landscape.
- Total project cost includes indirect costs (also called soft costs) at 30% of the construction cost, including fixtures furnishings (including furniture, shelving, etc.) and equipment (FF&E), artwork, design and engineering fees, project contingencies, construction management, building permit fees, system development charges, testing and inspections. Indirect costs will be confirmed in the next phase of work.

FUNDING SOURCES

Development of the Concord Property will rely on a combination of separate NCPRD and Library funding sources, with Library funding shared between the Oak Lodge and Gladstone Libraries.

LIBRARY FUNDING SOURCES

The Gladstone Library and Oak Lodge Library funding sources are shared. The City of Gladstone is contributing \$200,000 per year of general fund revenue to support the Gladstone Library.

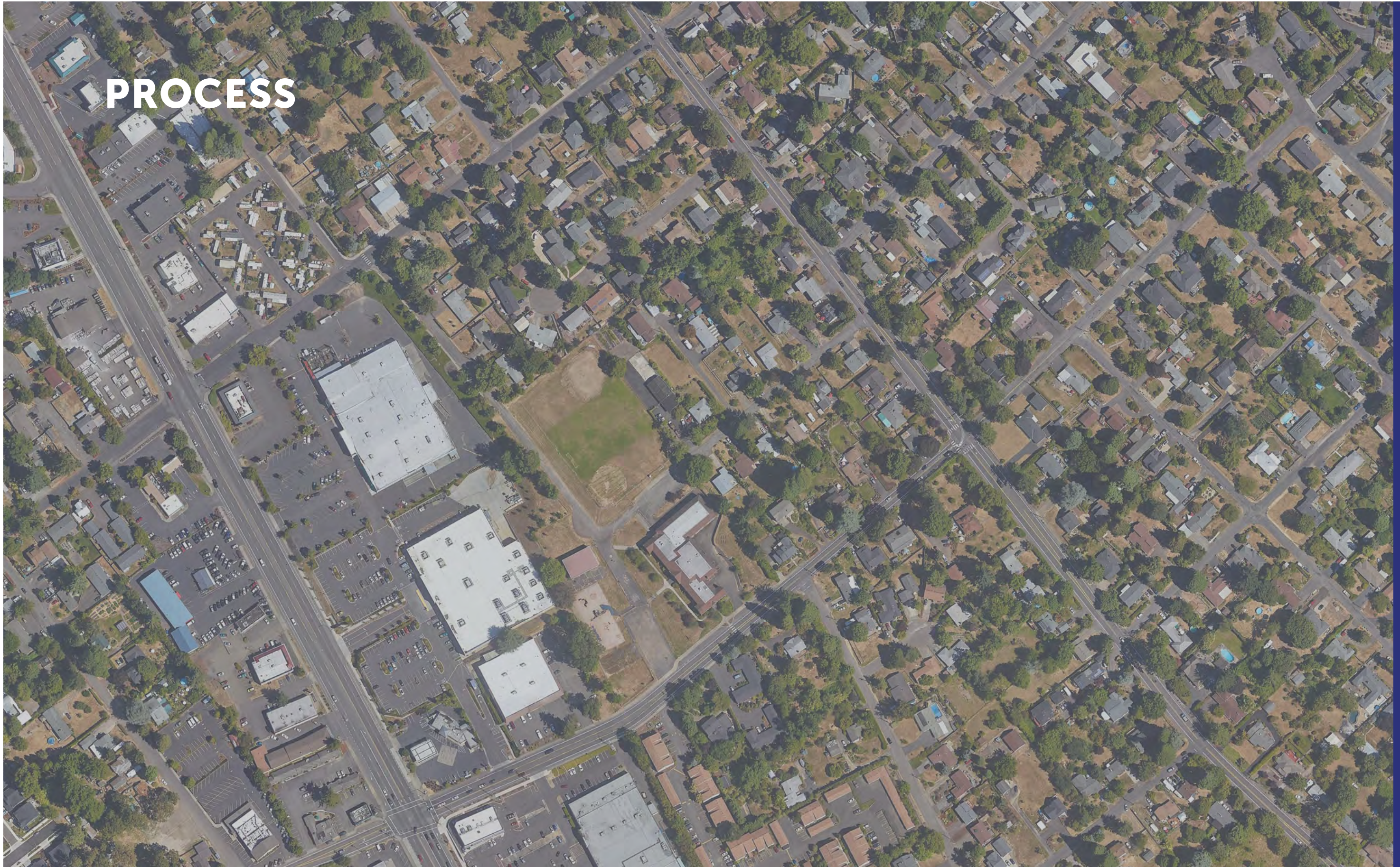
LIBRARY FUNDING SOURCES	
OAK LODGE LIBRARY RESERVES	\$ 2.9 million
CLACKAMAS COUNTY CAPITAL	\$ 1.0 million
OAK LODGE LIBRARY BEGINNING FUND BALANCE	\$ 0.6 million
LIBRARY REVENUE BOND, PAID BACK AT \$310,000 PER YEAR (NO VOTE REQUIRED)	\$ 4.2 million
TOTAL LIBRARY FUNDS	\$ 8.7 million
ANTICIPATED SHORTFALL – CLACKAMAS COUNTY BOND (NO VOTE REQUIRED)	\$ 8.3 million
ESTIMATED TOTAL LIBRARY FUNDS	\$ 17.0 million

NCPRD FUNDING SOURCES

Full funding for NCPRD’s portion of the project is still being explored. The project cost and funding will be aligned in the next phase of the work.

NCPRD FUNDING SOURCES	
METRO LOCAL SHARE (PARK)	\$ 1.0 million
GRANTS (PARK)	\$ 1.0 million
HOOD VIEW PROCEEDS	\$ 3.0 million
POTENTIAL PROPERTY PROCEEDS	\$ 2.0 - \$ 4.0 million
LIBRARY PROCEEDS	\$ 0.3 million
SDC'S	\$ 2.4 million
NCPRD RESERVES	\$ 1.8 million
REVENUE BOND, PAID BACK AT \$550K/YEAR (NO VOTE REQUIRED)	\$ 9.5 million
POTENTIAL SEISMIC GRANT (SHARED PROPORTIONALLY WITH LIBRARIES)	TBD
ESTIMATED TOTAL NCPRD FUNDS	\$ 21.0 - \$23.0 million

PROCESS



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CONCORD PROPERTY PROCESS

COMMUNITY ENGAGEMENT

DIVERSE MEMBERS OF THE PUBLIC ENGAGED WITH THE PROCESS TO LEARN ABOUT THE PROJECT AND PROVIDE FEEDBACK AND IDEAS THAT HAVE INFORMED THE PROJECT NEEDS.

A variety of outreach tools – in person events, on-line surveys, and open house, in-person meetings, and printed, virtual and word-of-mouth advertising through task force members and interested participants were used to gather community input.

In general, in-person events and focus groups, whether targeted to under-represented community groups or the general public, were not feasible during this phase because of the COVID-19 pandemic. Instead, outreach techniques were modified to focus on online engagement and other physically-distanced activities as mandated by public health directives. An online open house for the Concord Property was held in July-August 2020, with 269 unique visitors and 210 comments. Due to concerns about access to internet and computers, printed flyers (in English and Spanish) were distributed to locations focused on the under-represented community groups who were involved during the previous phase, including five free food delivery locations. Respondents had the option to take the survey online or ask for a shortened, printed survey with a postage-paid envelope to reduce participation barriers.

NEEDS ASSESSMENT/PROGRAMMING, FALL 2019

Outreach effort included a mix of in-person events, including an in-person open house with 350 attendees, an online and printed survey (in English and Spanish) with 434 participants. The project team held nine interviews, four meetings and one tabling event to reach out to under-represented groups, such as Spanish speakers, people with lower incomes, people without access to stable housing, teenagers, older adults, and parents of young children.

Key Themes

- Provide a variety of classes, activities, and events for all ages and people.
- Enhance opportunities to walk, bike, drive, and park, or take transit to the sites.
- Protect and enhance the natural habitat and wildlife.



CONCORD PUBLIC DESIGN WORKSHOP

- Preserve community history.
- Include low-income and under-represented people in meaningful ways.
- Make the library welcoming and accessible.
- Provide meeting rooms that can be used by the community.
- Provide safe spaces for children and teens.
- Create indoor and outdoor spaces for community events.
- Provide places to play and walk.
- Provide outdoor play area.

DESIGN WORKSHOP, FEBRUARY 2020

Task force members and the design team hosted a public design workshop for community members to express their preferences and priorities for the arrangement of program components on the site. A public design workshop was conducted at the Concord building utilizing a toolkit of the Concord site and paper cut-outs of the library, community center, NCPRD office and park program elements. The participants formed small groups to create a site plan and floorplan for the project with the cut-outs. Each group then shared their program priorities, challenges, and solutions with all participants.

Based upon the feedback gathered from the design workshop, the design team proposed seven schemes which represented a wide variety of options for consideration by the task force. Three design alternatives were selected by the task force to represent a range of feasible options for the public to consider:

1. Freestanding library
2. East addition for library
3. East addition for recreation

DESIGN ALTERNATIVES, AUGUST 2020

An online open house to gather feedback was held in which participants were shown each of the three alternatives, asked to share the features that they preferred, and select the alternative that best fit the needs of the community. The online open house and survey was framed by a set of decision-making criteria, developed from the community values identified by the task force.

Survey respondents preferred Option 2 (library as a north addition to the Concord building), with Option 3 (library and the community center in the same building) as the second choice, and Option 1 (freestanding library) as the third choice.

Key Themes

- Provide a balance of functions between the library, community center, and park.
- Keep the parking lot efficient so that it does not impact other uses.
- Preserve and maximize green space.
- Keep the old gym.
- Preserve the historic building and views of the Concord building.



balance
 inclusive parks
 parking historic
cohesive
 outdoor recreation
 community-oriented
 accessible green space

EVALUATION CRITERIA

IN ORDER TO EVALUATE PROPOSED CONCEPT ALTERNATIVES, THE PLANNING TEAM WORKED WITH THE TASK FORCES TO ESTABLISH INDEPENDENT EVALUATION CRITERIA BASED UPON THE VALUES WHICH HAD BEEN IDENTIFIED AT THE BEGINNING OF THE PROCESS.

These were utilized for staff task force and public survey evaluations to rank each of the proposed design schemes as either high, medium or low.

CONCORD PROPERTY EVALUATION CRITERIA

- Provides a welcoming and inclusive community heart for generations to come**
 - Includes civic and community gathering spaces (meeting rooms, gym, plaza, etc.); will continue to be welcoming in the future
- Supports multiple functions and community needs**
 - Balances needs for library, gym and community center space; uses shared space appropriately for different uses
- Supports library activities**
 - Includes spaces and facilities to support a positive experience for library patrons; efficient layout for staff operations
- Supports community center/recreation activities**
 - Includes variety of spaces and facilities that support positive experiences for community members; efficient layout for staff operations
- Preserves the many histories of the community and the Concord property**
 - Respects and reflects the history of the current building and site, while meeting current and future community needs
- Provides diverse, inclusive and culturally-informed accessibility and access to services**
 - Allows for equitable access to all public facilities and programs by people with diverse physical and mental abilities, and various backgrounds and interests
- Provides stewardship of parks, natural and green spaces**
 - Offer a variety of outdoor recreation, play and nature opportunities; makes good use of available green spaces
- Reflects conscientious stewardship of funding**
 - Overall development cost; good value for the money; provides for cost-efficient operations
- Reflects outcomes that result from responsible community involvement**
 - In general, design concept takes into account input from the public and stakeholders

FOR FUTURE EVALUATION

- Incorporates sustainable practices, and a holistic view of community impacts in design, construction and operations**
 - Includes environmental and energy efficient techniques; indoor / outdoor connections

DESIGN ALTERNATIVES

DESIGN ALTERNATIVES WERE DEVELOPED BASED UPON THE MINIMUM PROGRAM REQUIREMENTS IDENTIFIED DURING THE NEEDS ASSESSMENT / PROGRAMMING PHASE OF WORK.

Various building orientations and configuration were explored resulting from investigating three library options:

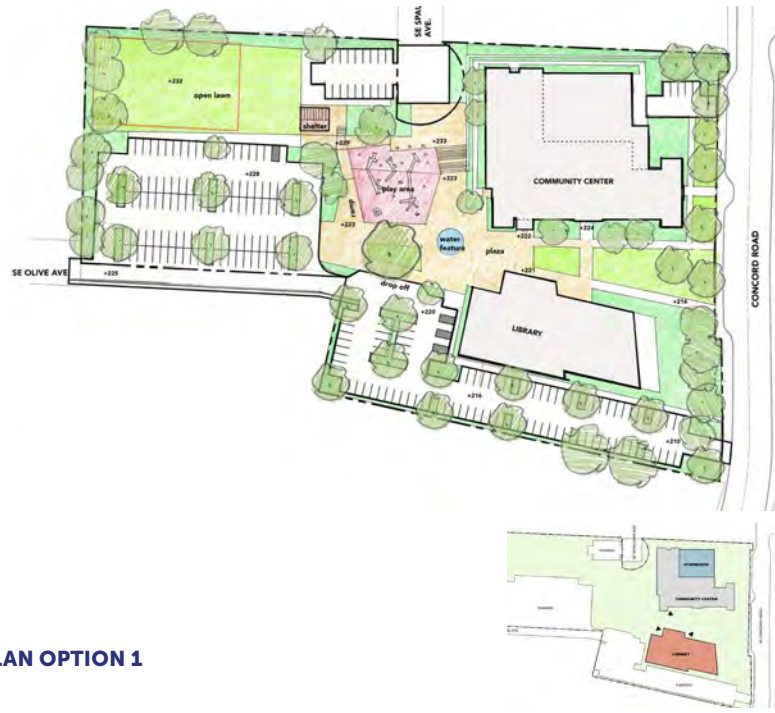
1. Freestanding building,
2. Addition, or
3. Located within the existing Concord building.

This resulted in the development of seven detailed options in order to evaluate the best configuration of program space on the site. Each design alternative

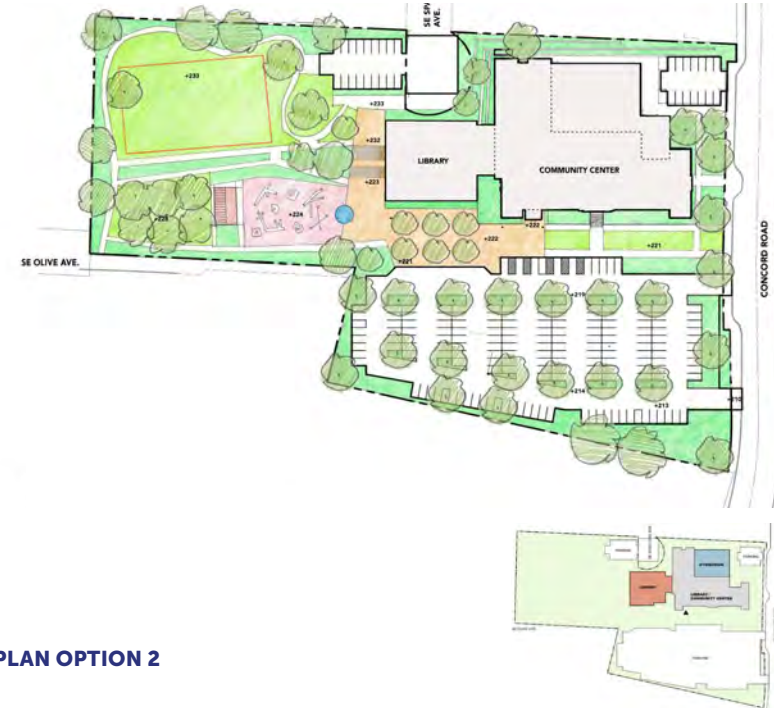
included floor plans, massing model views and perspective renderings to help task force members visualize the scale and impact of the facility.

Careful evaluation by the Concord Task Force utilizing the evaluation criteria previously established (green=high, yellow=medium, red=low) resulted in recommending that three options best represented feasible variations for further public input. (Full presentation of design alternatives can be found in the appendix.)

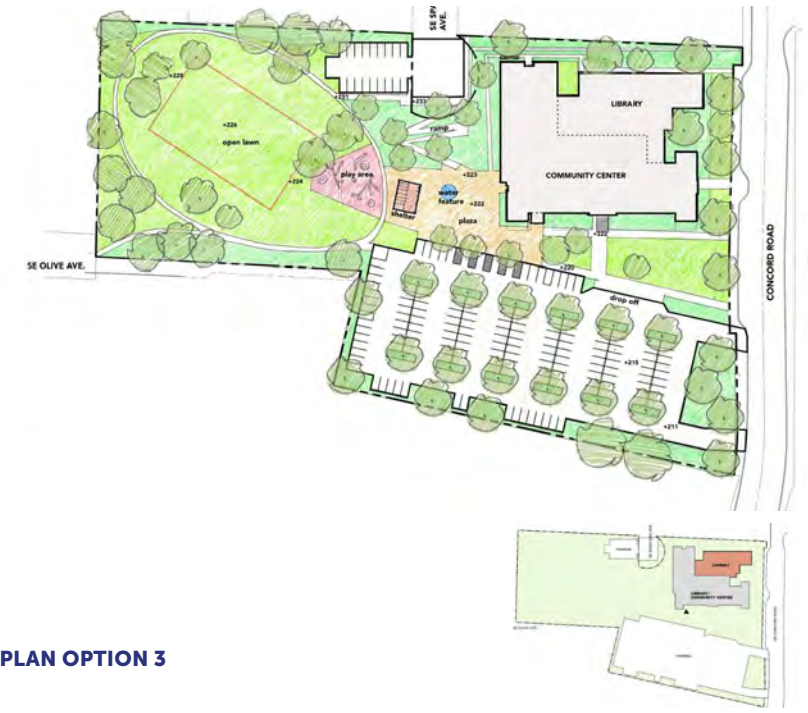
CONCORD EVALUATION CRITERIA	TASK FORCE SURVEY						
	Option 1A	Option 1B	Option 2	Option 3	Option 4	Option 5A	Option 5B
Provides a welcoming and inclusive community generations to come	High	High	High	Medium	Medium	Low	Low
Supports multiple functions and community needs	Medium	Medium	High	Medium	Medium	Low	Low
Supports library activities	High	High	High	High	Low	Low	Low
Supports community center / recreation activities	High	High	High	Medium	Medium	Low	Low
Preserves the many histories of the community and the Concord property	High	High	High	High	High	Medium	Medium
Provides diverse, inclusive and culturally-informed accessibility and access to services	Medium	High	High	High	High	Low	Medium
Provides stewardship of parks, natural and available open spaces	Low	Medium	High	High	High	High	High
Reflects conscientious stewardship of funding	Medium	Medium	High	Medium	Medium	Low	Medium
Incorporates sustainable practices, and a holistic view of community impacts in design, construction and operations	Medium	Medium	High	High	Medium	Medium	Medium
Reflects outcomes that result from responsible community involvement	Medium	High	High	Medium	Medium	Medium	Low
Incorporates opportunities for art and creative expression	High	High	High	Medium	Medium	Medium	Medium



SITE PLAN OPTION 1



SITE PLAN OPTION 2



SITE PLAN OPTION 3

RECOMMENDED DESIGN ALTERNATIVES

OPTION 1 - NORTHWEST FREESTANDING LIBRARY
(Identified as Option 1B in 5/21 and 5/28 TF Presentations)

Features

- Total building area: 73,510 square feet
- Park: 0.8 acres
- Parking: 221 stalls
- Total project cost: \$32.04 million

Opportunities

- Distinct library and recreation identities
- Efficient library shape for capacity of materials
- Operationally-efficient library layout
- Preserves views of Concord building
- Provides new gym
- Gym addition clearly differentiated from Concord building
- Large community center

Challenges

- Separate facility entries
- Lack of shared uses
- Remote meeting room in Concord building
- Active-use space located above community rooms
- Compromises views of Concord building
- Dispersed parking layout with inconvenient access
- Requires SE Olive Avenue access
- Smaller park
- No loop trail
- Inadequate space for youth soccer field
- High construction cost

OPTION 2 - NORTH LIBRARY / EAST GYM ADDITION
(Identified as Option 2 in 5/21 and 5/28 TF Presentations)

Features

- Total building area: 66,810 square feet
- Park: 1.8 acres
- Parking: 172 stalls
- Total project cost: \$23.9 million

Opportunities

- Distinct library and recreation identities
- Operationally-efficient library layout
- Maximizes shared uses
- Provides single, shared entry
- Retains historic nature of front façade
- Library and gym additions clearly differentiated from Concord building
- Library connected to plaza and park open space
- Provides new gym
- Upper-level community rooms
- Medium-sized community center
- Moderate park open space
- Adequate space for youth soccer field
- Efficient and convenient parking layout that does not require SE Olive Avenue access

Challenges

- Library addition obscures a portion of the 1948 addition
- Library addition blocks view and limits access to the rear parking area
- Library interior is less spatially differentiated
- Addition occupies a portion of contiguous park space

OPTION 3 - EAST LIBRARY ADDITION
(Identified as Option 3 in 5/21 and 5/28 TF Presentations)

Features

- Total building area: 58,210 square feet
- Park: 2.0 acres
- Parking: 198 stalls
- Total project cost: \$27.5 million

Opportunities

- Library identity on SE Concord Road
- Retains historic nature of front façade
- Library addition clearly differentiated from Concord building
- Operationally-efficient library layout
- Library connected to intimate landscape environment
- Library interior is spatially differentiated
- Maximizes shared-use opportunities
- Single entry
- Large park open space
- Adequate space for youth soccer field
- Efficient and convenient parking layout that does not require SE Olive Avenue access

Challenges

- Long distance from primary service point to south end of library
- Need for greater acoustical attention between library and gym
- No distinct recreation identity
- No new gym
- Small-sized community center

KEY DECISIONS & RECOMMENDATIONS

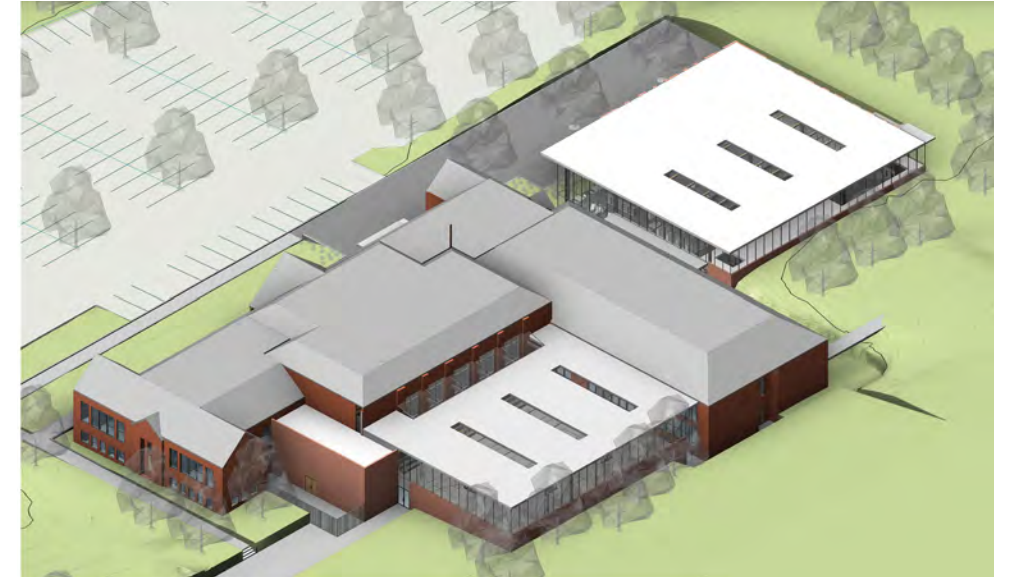
MILESTONES WERE ACHIEVED THROUGH SEVERAL KEY DECISION POINTS, BEGINNING WITH ESTABLISHING THE TASK FORCES AND APPROVAL OF THE OAK LODGE AND GLADSTONE COMMUNITY PROJECT TO PROCEED AS A JOINT PLANNING PROCESS BETWEEN THE DEVELOPMENT OF THE CONCORD PROPERTY / OAK LODGE LIBRARY AND GLADSTONE LIBRARY.

Key decisions during the planning process were made:

- Feb. 5, 2020: Concord Task Force informally approved the programing for the library, community center, park and NCPRD administrative office to be included for the design alternatives, with the goal of creating a balance of all three components on the site.
- July 2, 2020: The Concord Task Force voted unanimously that, based upon all the information gathered to date, the Concord property is a feasible location for the Oak Lodge Library. (The vote was necessary to meet the July 30, 2020 milestone of the 2019 intergovernmental agreement (IGA) between the County and the City of Gladstone, allowing the projects to continue the joint master planning process as established.)
- Sept. 24, 2020: Option 2 was selected unanimously by the Concord Task Force as the preferred design alternative. It is anticipated to be recommended to the BCC for consideration as the redevelopment concept for the Concord Property, representing the key decisions:
 - The library will be designed as an addition to the existing Concord building in order to realize shared opportunities and reduce capital and operational costs.
 - The park will provide a balance of right-sized passive and active spaces



AERIAL VIEW LOOKING SW



AERIAL VIEW LOOKING NW

to support the communities' desire for natural areas, recreation, and gathering / event spaces.

- Redevelopment of the Concord building will respect its historic integrity by preserving key features such as the original gymnasium and stage, and the former monumental entry staircase.
- The community center will retain the smaller gym for programming, recreational and cultural events, and provide an addition to accommodate a new, large gymnasium with properly sized courts, sideline setbacks, and spectator seating.
- The community center will be a balance between community and active-use recreation needs.

Representative of the value statements set forth by the Concord Task Force and through community engagement during the planning process, the focus of the design process should prioritize their recommendations:

- The design team will work with Clackamas County Planning staff to determine parking requirements.
- The design will, as a primary goal, reduce barriers in order to provide access to all members of the community.
- Structural upgrades will meet, as a minimum, the life-safety levels required by building and seismic codes and additional seismic upgrades will be built, if feasible.
- The design team and staff will continue to analyze the potential for some portions of the building to function as an emergency gathering place for the community.
- The design will honor the history of the Concord building and Oak Grove / Jennings Lodge.
- The design will illustrate culture through the integration of art.
- Sustainable design strategies will be evaluated for inclusion into the design.
- The design process should engage the community and underrepresented community members in the future design process.



NEXT STEPS

THE PROJECT WILL BEGIN DESIGN AND ENGINEERING AFTER THE MASTER PLAN IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS.

Construction documents are expected to be complete in fall 2021 so they can be submitted for permits. Construction start is anticipated for spring of 2022.

Task force members, the public and library staff gave the design team a list of items to review at the beginning of the next phase of design:

- Develop art and sustainability strategies.
- Define land use process with Clackamas County Planning staff
- Verify parking and access requirements.
- Refine structural seismic design.
- Initiate project coordination with State Historic Preservation Office (SHPO).
- Have an arborist analyze the trees, with special design attention on the White Oaks along the west property boundary.
- Finalize building layout and continue to develop building character through exterior and interior design, materials and finishes
- Select a contractor as soon as possible to inform cost and constructability throughout the process.

LIBRARY FEEDBACK

- Create exterior-access book drop adjacent to the main entry vestibule.
- Create a dedicated 15-minute parking stall for book drop.
- Provide additional single-user restroom in the library.
- Investigate gender-inclusive public restrooms design.
- Consider reducing the size of collection to ease additional staff requirements.
- Consider providing more patron seating / lounge space in lieu of collection stacks.
- Provide 3-4 study rooms to accommodate 2-4 people each for tutoring, and individual and group study.
- Provide flexible-use medium-sized meeting space for 12-20 people within the library.
- Consider COVID-related design solutions, including seating options, one-way movement patterns, mobile furniture, and hands-free access and device use.
- Consider a small number of moveable stacks in key location.
- Consider how daily deliveries will work.
- Consider how books arrive from the upper level.
- Consider how patrons will access after-hours pickup (e.g., outside lockers; key card access).
- Consider relocation of the Friends of the Oak Lodge Public Library display and sales area inside the library.
- Accommodate a shared-work area for Friends of the Oak Lodge Public Library within the library workroom.
- Reduce the number of self-check stations.

NCPRD FEEDBACK

- Develop existing grades with proposed park design.
- Identify the criteria and priorities for park design and select elements to support quality programmatic elements.
- Provide hardscape path around entire building for maintenance purposes.
- Develop clear wayfinding and signage to communicate with park patrons and in consideration of safety hazards.
- Provide space for portable restrooms and utility hook-ups for large park events.
- Consider opportunities for events and performances within the park amphitheater and plaza.
- Consider cost, maintenance and durability of permeable paving.
- Consider how mechanical and electrical services are shared between the library and community center for construction and operational costs.
- Investigate gender-inclusive design for public restrooms.
- Consider appropriate dedicated and shared spaces.
- Find opportunities for expanded storage.
- Provide direct restroom access from the large gym.
- Provide restrooms within the locker rooms.
- Provide the ability to lock down portions of the building as needed.
- Define operational scenarios for patrons using existing gym and active use rooms, considering wayfinding and exiting with regard to the exterior entry:
 - Open up the corner between north/south hallway and exterior stair entry at the 2nd level.
 - Utilize landscape design and pathways to discourage the exterior entry from feeling like the primary entry.
 - Consider providing access with a discreet gate system.
- Ensure the large community meeting room can accommodate NCPRD board meetings, related technology and a small sink/coffee area.
- In the existing gymnasium, maintain the hard surface flooring provide some level of stage lighting and acoustic treatment for events, and provide accessible access to the stage level.
- Consider the upper level as "all-recreation" zone.
- Consider COVID-related design solutions.

TASK FORCE FEEDBACK

- Preserve park space.
- Continue to balance library, community center and park needs.
- Continue to focus on exterior development of the additions and how they complement yet are distinct from the historic building.
- Create a place for the county historic archives in the Oak Lodge Library.
- Consider accessibility as part of the plaza stair design.
- Develop the kitchen layout to support community needs.
- Investigate if SE Spaulding Avenue right-of-way can be used for parking.
- Consider sustainable options for paving.
- Develop sustainable design solutions to address runoff during rainy months from adjacent east properties.
- Pursue purchase of vacated SE Olive Avenue property for better access to property.
- Prioritize maintenance for park elements.
- Balance active park elements with natural space.
- Avoid trying to do too much within the limited site area to allow for best success.
- Involve underrepresented communities.

Task Force review of the draft Master Plan report on November 12, 2020 resulted in additional comments for next steps:

- Provide further clarification of the task force role and public engagement processes moving forward.
- Clarify land use process and timelines related to accommodation of office space to better understand schedule implications.
- Define the role and extent of provisions for community theater / theater support spaces as part of the community center programming.
- Consider first floor area to support rehearsal area for community theater.
- Consider creative spaces and arts programming as part of the community center a higher priority.
- Prioritize park active sports and nature-oriented spaces.
- Consider other sites for league sports if they are not accommodated on the Concord site
- Investigate ways to minimize to size of the library addition to allow the greatest park area possible, with focus on natural areas.
- Identify the community kitchen as commercial to address a multitude of community cooking needs, particularly within underrepresented communities.
- Consider appropriate ventilation delivery / air exchange in mechanical design to address current and future health considerations.
- Consider design solutions for rapid evacuation from the building during a seismic event.
- Consider design solutions which respect the monumentality and views of the historic entry and stair of the Concord building.
- Incorporate gender-inclusive restroom design.
- Provide sufficient accommodations for all visitors - particularly families and children (age 5 and under), such as child-sized restroom accommodations, family restrooms (community center and library), lactation area, quiet spaces, stroller parking, and outdoor play spaces.

MASTER PLAN DESIGN RENDERINGS

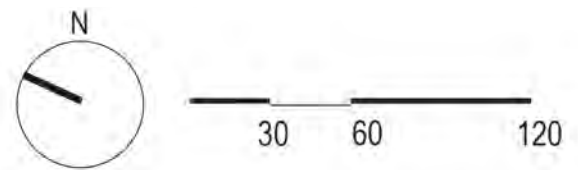
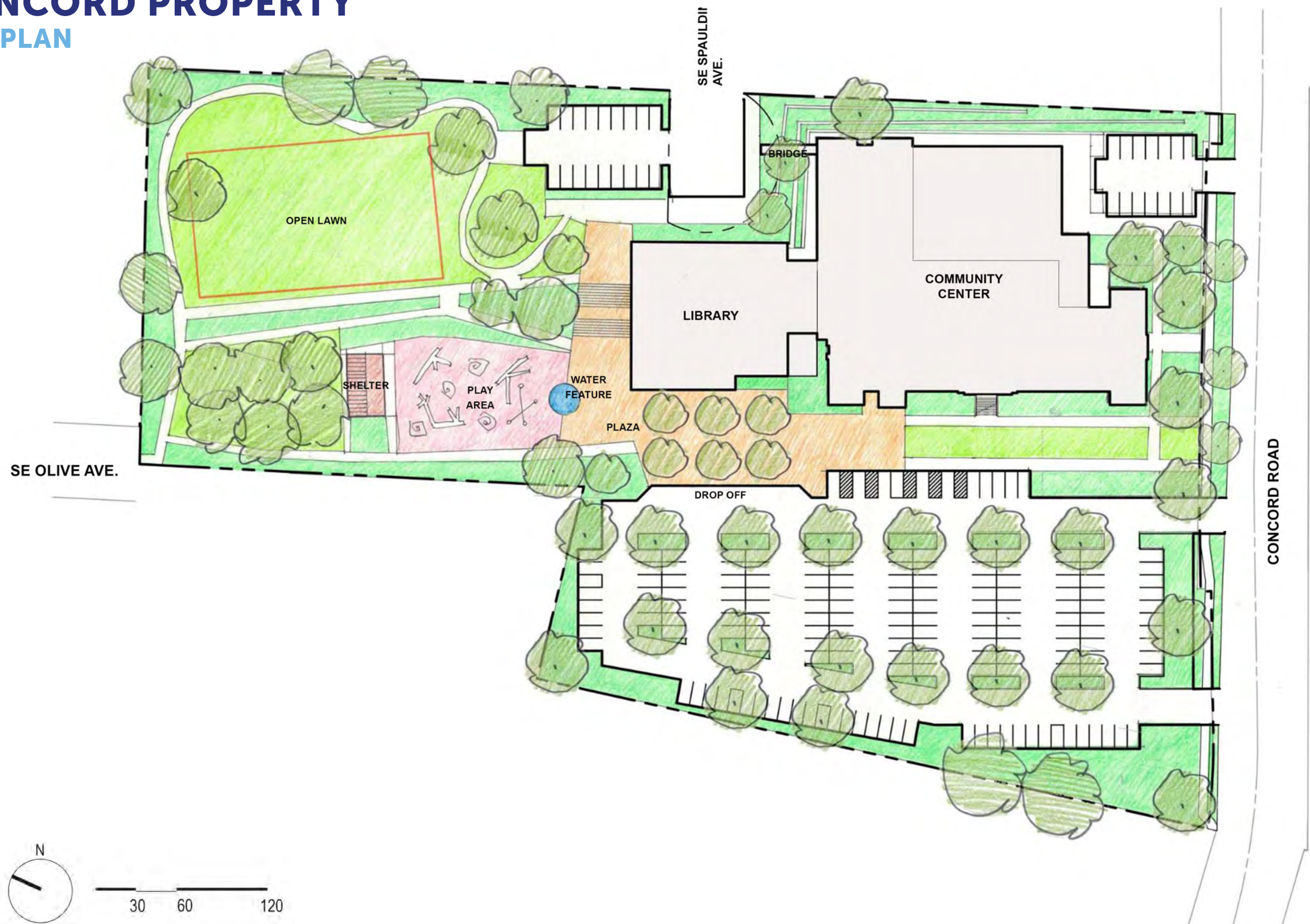


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CONCORD PROPERTY

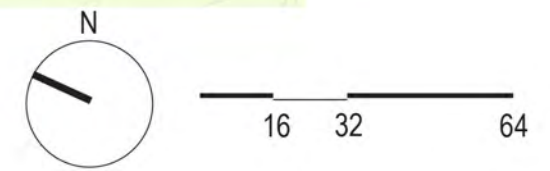
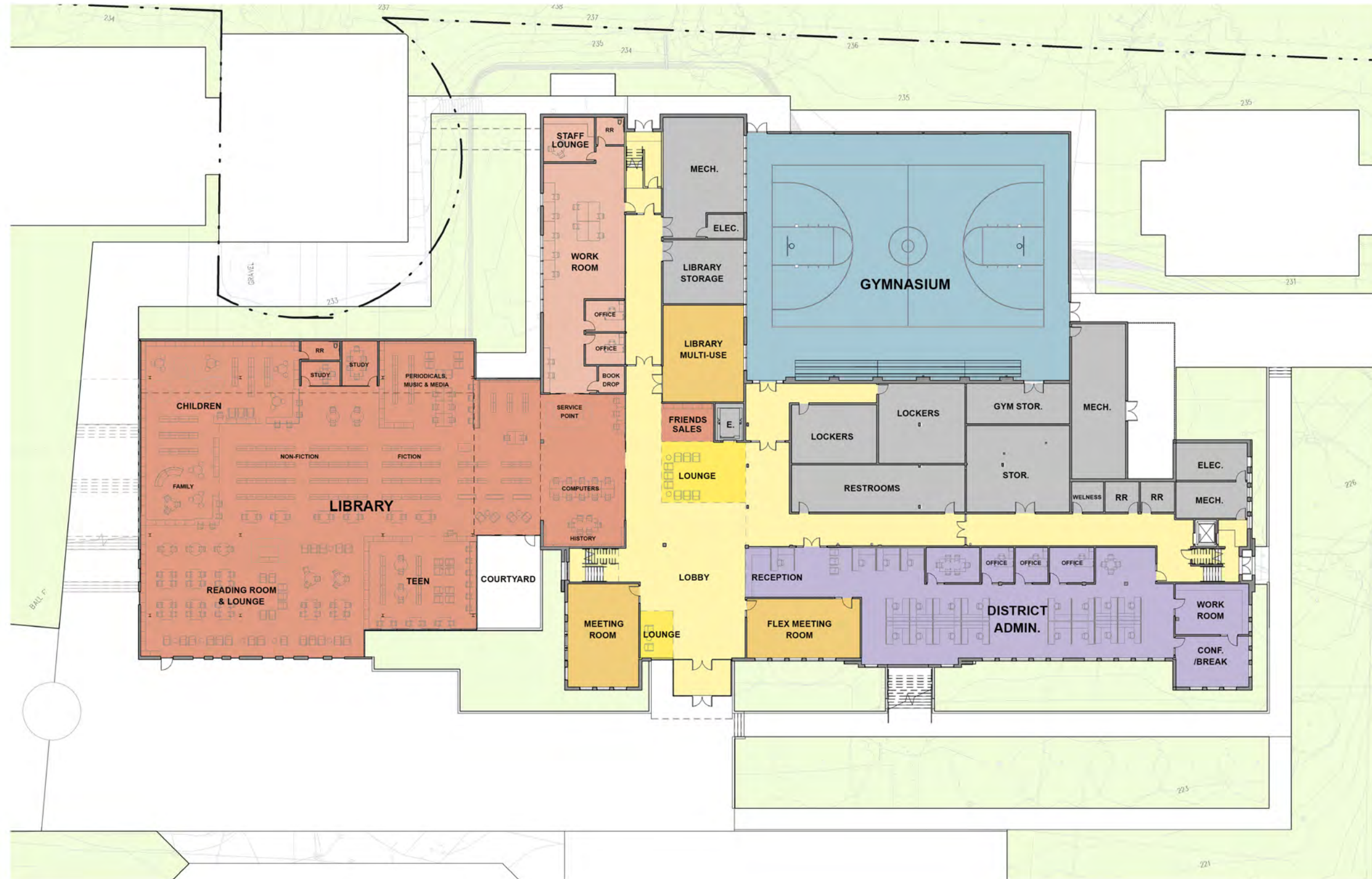
SITE PLAN

FINAL DRAFT



CONCORD PROPERTY

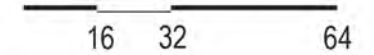
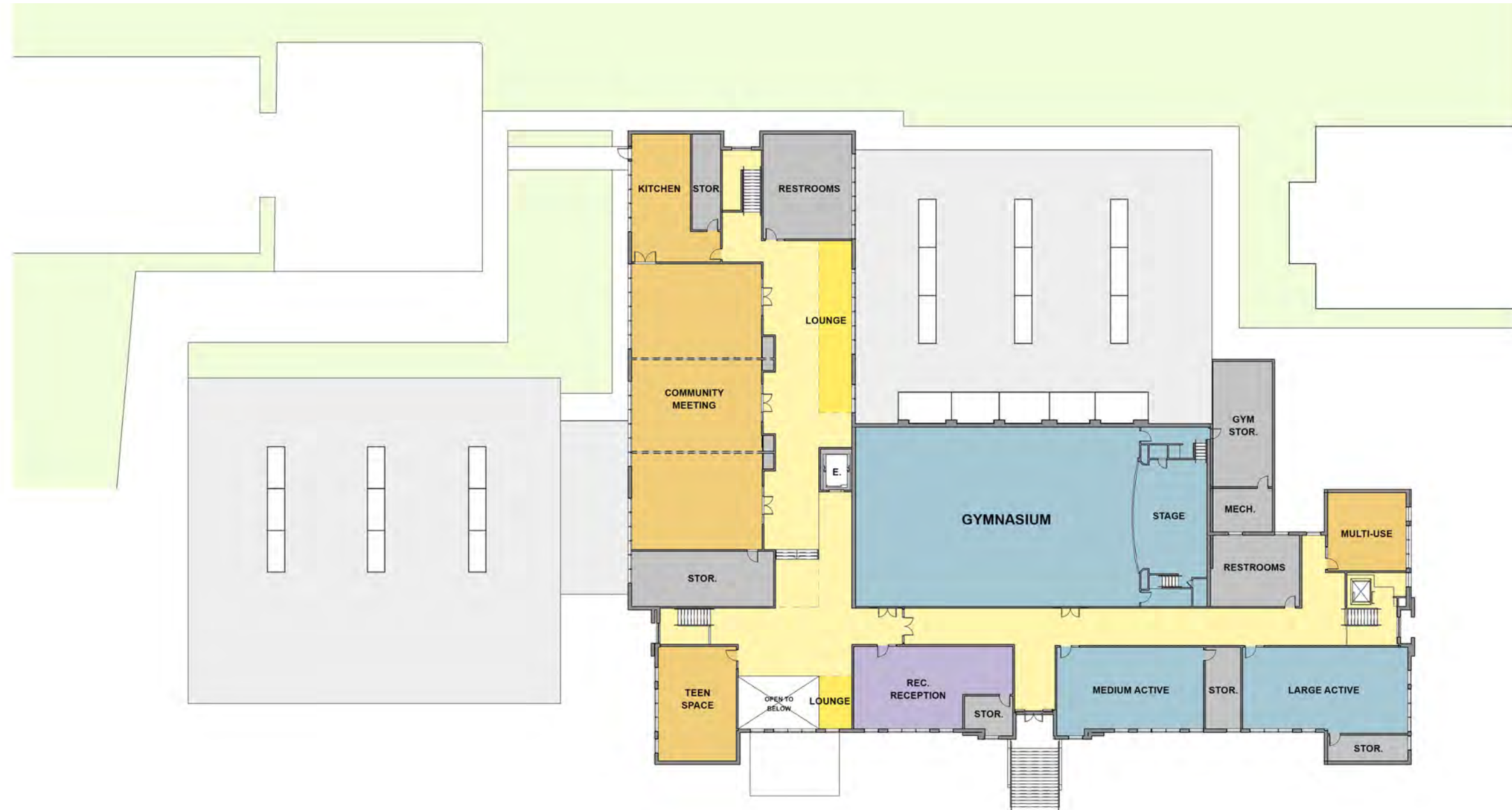
GROUND FLOOR PLAN



CONCORD PROPERTY

SECOND FLOOR PLAN

FINAL DRAFT



CONCORD PROPERTY

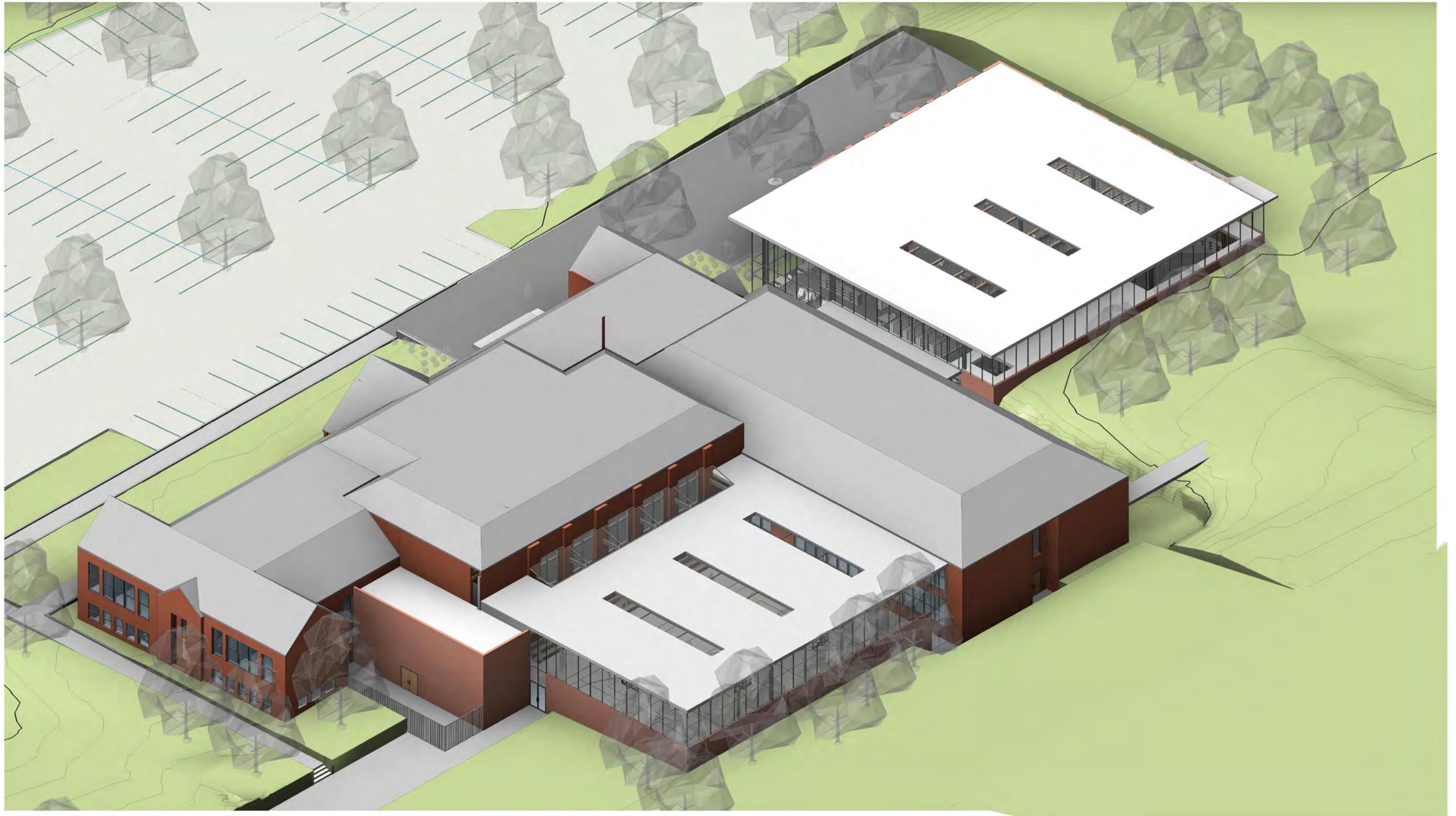
AERIAL VIEW LOOKING SW



CONCORD PROPERTY

AERIAL VIEW LOOKING NW

FINAL DRAFT



CONCORD PROPERTY

MAIN ENTRY & PLAZA

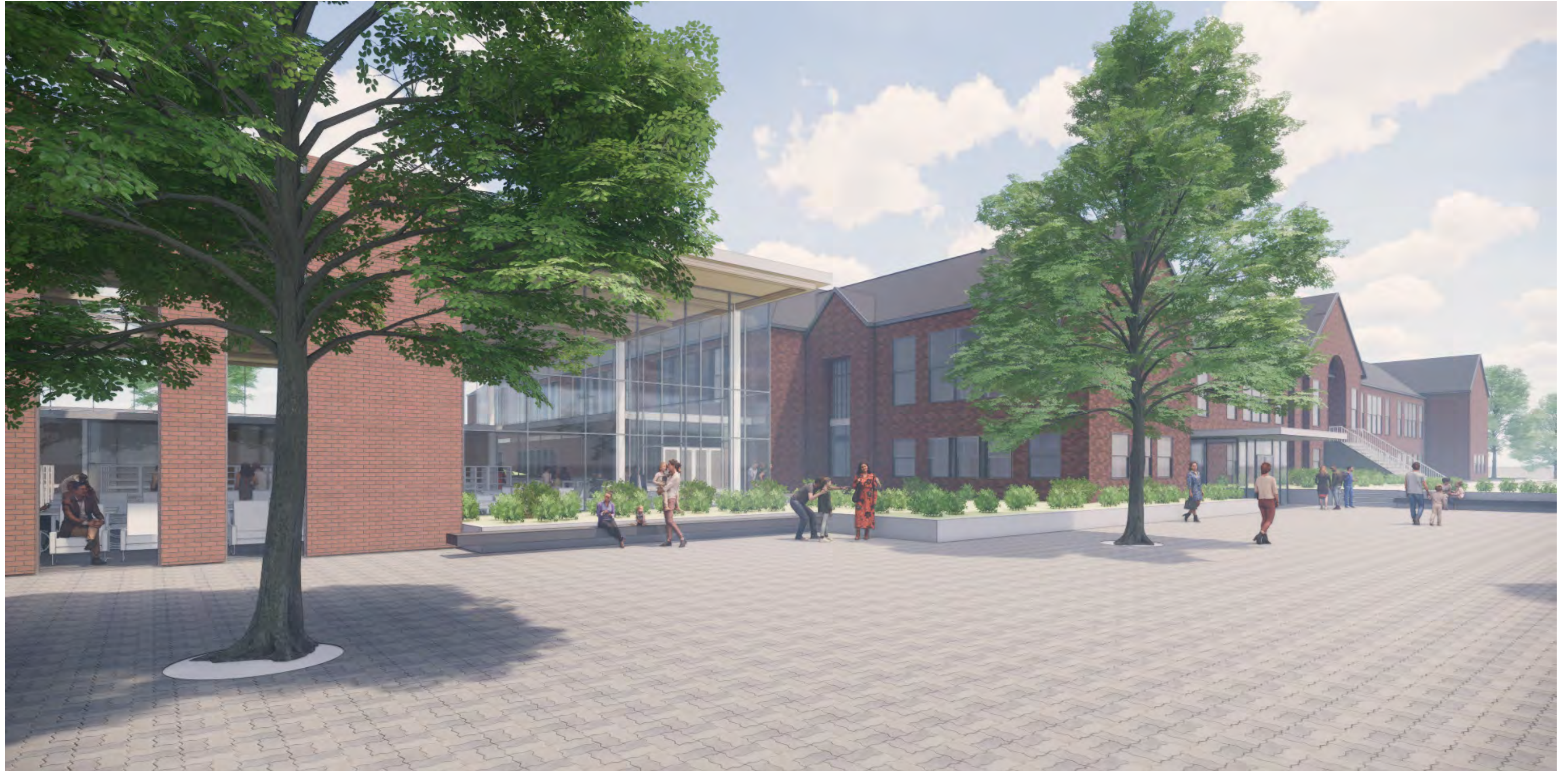
FINAL DRAFT



CONCORD PROPERTY

MAIN ENTRY PLAZA

FINAL DRAFT



CONCORD PROPERTY

LIBRARY VIEW LOOKING SOUTH



CONCORD PROPERTY

LIBRARY VIEW LOOKING EAST

FINAL DRAFT



CONCORD PROPERTY

LIBRARY VIEW LOOKING NW

FINAL DRAFT



CONCORD PROPERTY

GYMNASIUM VIEW LOOKING SE

FINAL DRAFT



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APPENDIX



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CONCORD PROPERTY

APPENDIX

ALL CONCORD PROPERTY APPENDIX ITEMS CAN BE ACCESSED AT:

<https://www.clackamas.us/communityproject#masterplanreports>

CONCORD PROPERTY AND OAK LODGE LIBRARY PLANNING TASK FORCE MEETING MINUTES / COMMENTS

NCPRD DEMOGRAPHIC ANALYSIS

PUBLIC OUTREACH (JLA PUBLIC ENGAGEMENT)

- PUBLIC INVOLVEMENT PLAN
- PHASE 1 PUBLIC OUTREACH SUMMARY
- PHASE 1 PUBLIC OUTREACH SUMMARY APPENDIX
- PHASE 2 PUBLIC OUTREACH SUMMARY
- PHASE 2 PUBLIC OUTREACH SUMMARY APPENDIX

CONCORD PROPERTY TECHNICAL ASSESSMENT:

- ZONING SUMMARY (THE BOOKIN GROUP)
- CIVIL ASSESSMENT (KPFF CONSULTING ENGINEERS)
- CONCORD BUILDING ASSESSMENT (OPSIS)
- CONCORD EXISTING BUILDING DRAWINGS (OPSIS)
- CONCORD PHOTO SURVEY (OPSIS)
- CONCORD PRELIMINARY BUILDING CODE SUMMARY (OPSIS)
- CONCORD BUILDING STRUCTURAL ASSESSMENT (CATENA CONSULTING ENGINEERS)
- CONCORD BUILDING STRUCTURAL DIAGRAMS (CATENA CONSULTING ENGINEERS)
- CONCORD BUILDING MECH/ELEC/PLUMBING ASSESSMENT (INTERFACE ENGINEERING)
- CONCORD LANDSCAPE ASSESSMENT (LANGO HANSEN LANDSCAPE ARCHITECTURE)
- CONCORD SCHOOL HISTORIC RESOURCE ASSESSMENT (ARG)

OAK LODGE AND GLADSTONE COMMUNITY PROJECT OPEN HOUSE SURVEY BOARDS (OPSIS)

CONCORD PROPERTY SITE ANALYSIS (OPSIS)

CONCORD PROPERTY DESIGN WORKSHOP COMMUNITY FEEDBACK (OPSIS)

CONCORD PROPERTY DESIGN ALTERNATIVES (OPSIS / JOHNSTON ARCHITECTS)

CONCORD PROPERTY CRITERIA EVALUATION – TASK FORCE (OPSIS)

CONCORD PROPERTY CRITERIA EVALUATION – PUBLIC SURVEY (OPSIS)

CONCORD PROPERTY MASTER PLAN PROGRAM – PREFERRED ALTERNATIVE (OPSIS / JOHNSTON ARCHITECTS)

CONCORD PROPERTY TRAFFIC IMPACT ANALYSIS METHODOLOGY MEMO (GLOBAL TRANSPORTATION ENGINEERING)

CLACKAMAS COUNTY-PROVIDED REPORTS:

- NCS D CONCORD ELEMENTARY SEISMIC UPGRADE LETTER
- NCS D CONCORD ELEMENTARY SEISMIC UPGRADE REPORT
- 2017 CONCORD PHASE 1 ENVIRONMENTAL ASSESSMENT (PBS)
- 2017 ASBESTOS ABATEMENT CLOSEOUT REPORT (PBS)
- 2017 LIMITED HAZARDOUS MATERIAL SURVEY (PBS)
- 2017 UST REVIEW (PBS)
- 2020 ALTA SURVEY – 3811 SE CONCORD RD (COMPASS LAND SURVEYORS)
- 2019 CONCORD PRELIMINARY GEOTECHNICAL REPORT (GRI ENGINEERS)
- 2020 CONCORD GEOTECHNICAL REPORT (GRI ENGINEERS)

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For more information about the Oak Lodge & Gladstone Community Project visit:

e communityproject@clackamas.us
w clackamas.us/communityproject

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920 NW 17th Avenue Portland, Oregon 97209

opsisarch.com





Elizabeth Comfort
Finance Director

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

January 7, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Permission to extend CARES funding award from the
State of Oregon

Purpose/Outcomes	Finance is looking for approval to accept proposal from State DAS for a no-cost extension on our main CARES funding.
Dollar Amount and Fiscal Impact	No additional dollars are requested or provided on this award.
Funding Source	Funds are passed through DAS from the U.S. Department of Treasury
Duration	No cost extension to June 30, 2021 from December 30, 2020.
Previous Board Action	July 23, 2020 Business Meeting
County Counsel Review	Andrew Naylor
Strategic Plan Alignment	1. Respond to public emergency event
Contact Person	Mike Morasko (503) 742-5435

BACKGROUND:

The State of Oregon Department of Administrative Services is granting a no-cost extension to our main CARES funding agreement (issued through the U.S. Department of Treasury). The agreement was initially approved by the Board in July, 2020, as part of the CARES Act passed by Congress in March of 2020. Funding from this award is used to pay for a wide variety of pandemic expenses, including the operation of our EOC and payments to local businesses as part of pandemic relief. The extension would move the program period of performance end date from December 30, 2020 to June 30, 2021.

RECOMMENDATION:

Staff respectfully recommends approval to accept the State's no-cost extension.

Sincerely,

Elizabeth Comfort

Elizabeth Comfort,
Director, Finance






Oregon State DAS CARES Extension Staff Report

Final Audit Report

2021-01-11

Created:	2021-01-11
By:	Michael Morasko (mmorasko@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz1qY5RQpPVjG6Nbvygonz0y4VVYy-orG

"Oregon State DAS CARES Extension Staff Report" History

-  Document created by Michael Morasko (mmorasko@clackamas.us)
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-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature
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-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)
Signature Date: 2021-01-11 - 4:49:43 PM GMT - Time Source: server- IP address: 73.11.77.31
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