

AGENDA

Wednesday, November 25, 2015 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-120

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

II. PUBLIC 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. Board Order No. _____ Boundary Change Proposal CL 15-006, Annexation to Clackamas County Service District No. 1 (Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant)

Service District No. 5 (Street Lighting)

2. Resolution No. _____ Adding a New Rate Category for Street Lighting Service Charges for Clackamas County Service District No. 5 (Wendi Coryell, Service District No. 5 – Street Lighting)
3. Board Order No. _____ Forming an Assessment Area within Clackamas County Service District No. 5, Assessment Area 27-15 McLoughlin Blvd. 170-Lot Petition (Wendi Coryell, Service District No. 5 – Street Lighting)

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

A. Health, Housing & Human Services

1. Approval of Amendment No.1 to the Intergovernmental Agreement #146952 with the State of Oregon, Department of Human Services, for the Operation of the Oregon Food Stamp Employment and Training Program (OFSET) – *Community Solutions*

2. Approval of an Intra-Agency Agreement with Clackamas County Children, Youth & Families Division for Alcohol and Drug Prevention Strategies for Families – *Behavioral Health*
3. Approval of Amendment No. 2 to Sub-Recipient Grant Agreement # 15-018 with Folk Time, Inc. for Peer Support Services at the Oregon City Drop-In Center – *Behavioral Health*
4. Approval of an Agency Services Contract with Lifeworks NW for Early Assessment and Support Alliance (EASA) Services – *Behavioral Health*
5. Approval of a Revenue Provider Agreement with Regence Blue Cross BlueShield of Oregon to Provide Primary Care and Mental Health Care Services to Assigned Members at the Clackamas County Health Centers – *Health Centers*

B. Department of Transportation & Development

1. Approval of Amendment No. 1 with the Oregon Department of Transportation for the Termination of Agreement No. 28781 for OR 213, Harmony, Sunnyside Roads Sidewalk/Signal Improvements

C. Elected Officials

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

IV. COUNTY ADMINISTRATOR UPDATE

V. COMMISSIONERS COMMUNICATION

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



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

November 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order for Boundary Change Proposal No. CL 15-006,
Annexation to Clackamas County Service District No. 1

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Purpose/Outcomes	Proposal No. CL 15-006 is a proposed annexation to Clackamas County Service District No. 1.
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Perpetual
Previous Board Action	None
Strategic Plan Alignment	1. N/A 2. Build public trust through good government.
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Chris Storey, Assistant County Counsel 503 742 4623
Contract No.	Not Applicable

BACKGROUND:

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 15-006 is a proposed annexation to Clackamas County Service District No. 1.

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 198.855(3) (double majority annexation law), ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District within the City of Happy Valley. The territory contains 1.80 acres, one single family dwelling and is valued at \$ 867,063.

REASON FOR ANNEXATION

The property owners desire annexation to provide sewer service to the existing single family house.

CRITERIA

Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings attached to the proposed order. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date is immediately upon adoption.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:

¹ A “necessary party” is another governmental entity which includes the same area or provides an urban service to the area.

- (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The original public facility plan for this area does call for service by the District. There are no specific applicable comprehensive plan provisions which apply to this property. No concept plans cover this area.

The attached proposed Order and findings set forth a review of the above criteria and its application to the current petition.

RECOMMENDATION:

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-15-006, annexation to Clackamas County Service District No. 1.

Respectfully submitted,

Chris Storey
Assistant County Counsel

In the Matter of Approving
Boundary Change Proposal
No. CL 15-006

ORDER NO.

This matter coming before the Board at this time, and it appearing that more than half the electors and owners of more than half the land in the territory to be annexed have petitioned to annex the territory to Clackamas County Service District No. 1;

WHEREAS, It further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to Oregon Revised Statutes Chapter 198 and Metro Code 3.09; and

WHEREAS, It further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

WHEREAS, It further appearing that this matter came before the Board for public hearing on November 25, 2015 and that a decision of approval was made on November 25, 2015;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 15-006 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of November 25, 2015.

DATED this 25th day of November, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 1.80 acres, one single family dwelling and is valued at \$867,063.
2. The property owners desire annexation to provide sewer service to the existing single family house.
3. Oregon Revised Statute ("ORS") 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of wastewater treatment service inside the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date is immediately upon adoption.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

ORS 195.205;

- (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The original public facility plan for this area does call for service by the District. There are no specific applicable comprehensive plan provisions which apply to this property. No concept plans cover this area.

4. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall “ . . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195.” ORS 197.015 says “Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components.” The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

5. The PUBLIC FACILITIES AND SERVICES Element of the County Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.
6. The City of Happy Valley has not rezoned the lot from the County's RA-2 zone. No additional development is being sought.
 7. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
 8. The District has an 8 inch sewer line available to serve the area in SE Aldridge Road.
 9. The territory to be annexed is within the Sunrise Water Authority and currently receives water from the Authority.
 10. The area receives police service from City of Happy Valley which contracts with the Clackamas County Sheriff's Department.
 11. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to CCSD#1 for sanitary sewers.
 12. The area to be annexed is within the North Clackamas County Parks & Recreation District.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly

applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 3 & 7 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.

2. The Metro Code calls for consistency between the Board decision and any “applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services.” The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County’s Comprehensive Plan and Happy Valley’s Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District has service available to the area to be annexed as noted in Finding No. 8. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
 - a. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

EXHIBIT B LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 36, TOWNSHIP 1 SOUTH, RANGE 2 EAST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF PARCEL 2 OF PARTITION PLAT NO 1994-168, CLACKAMAS COUNTY AND THE TRUE POINT OF BEGINNING;

1. Thence southerly, along the west right-of-way line of SE Aldridge Road, a distance of 50 feet more or less to a point of intersection with the south right-of-way line of SE Aldridge Road;
2. Thence easterly, along said south right-of-way line a distance of 20 feet more or less to a point of intersection by extension with the most westerly east line of Parcel 2 of Partition Plat No. 1994-168, Clackamas County;
3. Thence northerly, along said most westerly east line by extension of Parcel 2 of Partition Plat No. 1994-168, Clackamas County, a distance of 50 feet more or less, to a point of intersection with the north right-of-way line of SE Aldridge Road;
4. Thence westerly, along the north right-of-way line of SE Aldridge Rd, a distance of 20 feet more or less to a point of intersection with the most southwesterly corner of Parcel 2, Partition Plat 1994-168, Clackamas County, and true point of beginning;
5. All of Parcel 2, Partition Plat No. 1994-168, Clackamas County (commonly known as tax lot 12E35D 01400).

PARTITION PLAT NO. 1994-168
LOCATED IN THE
SOUTHEAST ONE-QUARTER OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON
SURVEYED: AUGUST 6, 1994

CLACKAMAS COUNTY PLANNING PLAN NO. 20789-93-V
20789-93-V

APPROVED: [Signature] 19 94
BY: [Signature]
CLACKAMAS COUNTY PLANNING DEPARTMENT

APPROVED: November 21, 19 94
THOMAS A. MILANE
CLACKAMAS COUNTY SURVEYOR
BY: [Signature]
DEPUTY

ALL TAXES, FEES, ASSESSMENTS, AND OTHER CHARGES
AS PROVIDED BY ORS 21.095 HAVE BEEN PAID
THIS DATE: 3-2-1995
CERTIFIED: November 21, 19 94

CLACKAMAS COUNTY ASSESSOR & TAX COLLECTOR
BY: [Signature]
DEPUTY
BY: [Signature]
DEPUTY

STATE OF OREGON
COUNTY OF CLACKAMAS
I DO HEREBY CERTIFY THAT THE ATTACHED PARTITION PLAT WAS
RECORDED FOR RECORD ON THE 21 DAY OF November, 1994
AT 2:14 O'CLOCK, P.M.

John Kauffman
CLACKAMAS COUNTY CLERK
BY: [Signature]
DEPUTY

LEGEND:
0 - MONUMENTS 5/8" X 3/4" IRON ROD W/PLS MARKED
TO S.L. LAND SURVEYING, INC. SET NOV. 9, 1994.
- MONUMENTS FOUND AS NOTED
- MONUMENTS FOUND 5/8" IRON ROD WITH YPC
MARKED "MR. WELLS AND ASSOC., INC."
() (1) - MONUMENT DATA PER DEED DOCUMENT NO. 88-42033
() (2) - MONUMENT RECORD DATA PER PLAT OF EASTBOURNE DOWNS
UP - MONUMENT IRON ROD
I.R. - MONUMENT IRON PIPE
S.C. - MONUMENT SQUARE FEET
R.O.W. - MONUMENT RIGHT-OF-WAY
YPC - MONUMENT YELLOW PLASTIC CAP

PLAT PREPARED BY:
[Signature] AND [Signature]
S.L. LAND SURVEYING, INC.
BEAVERTON, OREGON 97005
PHONE: 641-8308
JOB# 1323

SURVEYOR'S CERTIFICATE
I, TERRY GOODMAN, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND
MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THIS
PARTITION PLAT A TRACT OF LAND BEING LOCATED IN A PART OF THE
SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 2 EAST,
W.M., CLACKAMAS COUNTY, OREGON, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INITIAL POINT BEING A FOUND 5/8" IRON ROD AT THE
NORTHWEST CORNER OF LOT 21 OF "EASTBOURNE DOWNS" PLAT NO. 2898,
THENCE S 00°07'45" E 408.48 FEET TO THE NORTH POINT-OF-WAY USE OF
S.E. ALDRIDGE ROAD WHICH A 5/8" IRON ROD MONUMENT WAS SET 10.50
FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "S.L. LAND
SURVEYING, INC.", THENCE N 00°07'45" E 386.53 FEET TO A 5/8" IRON ROD
WITH YELLOW PLASTIC CAP MARKED "S.L. LAND SURVEYING, INC.", ALONG S.W.
SOUTH LINE 584.80 FEET TO THE INITIAL POINT, CONTAINING 5.40 ACRES MORE
OR LESS.

PLAT RESTRICTIONS AND CONDITIONS
1.) SUBJECT TO CONDITIONS, RESTRICTIONS, EASEMENTS AND SETBACK LINES
INCLUDING THE TERMS AND PROVISIONS THEREOF CONTAINED IN DOCUMENT
NO. 87-4491, CLACKAMAS COUNTY DEED RECORDS.
2.) SUBJECT TO PROVISIONS CONTAINED IN DOCUMENT NO. 77-4924, CLACKAMAS
COUNTY DEED RECORDS.

ACKNOWLEDGMENT
STATE OF OREGON
COUNTY OF CLACKAMAS
I, TERRY GOODMAN, SURVEYOR,
DO HEREBY CERTIFY THAT ON THIS 16 DAY OF May, 1994 BEFORE
ME PERSONALLY APPEARED JACQUELINE A. BYE WHO BEING FIRST
DULY SWORN, DID SAY THAT SHE IS THE OWNER WHO EXECUTED THE
FOREGOING INSTRUMENT AND DOES HEREBY AFFIRM AND AGREE TO BE
BOUND BY THE TERMS AND CONDITIONS THEREOF.

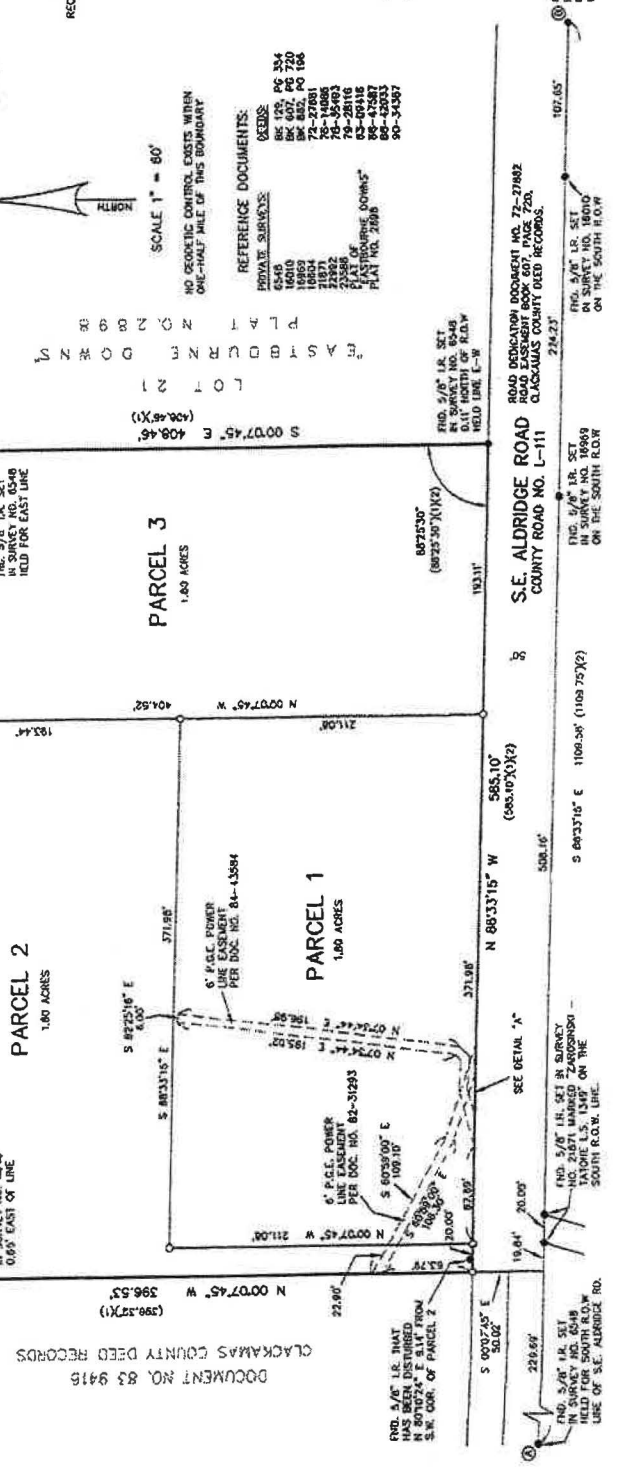
DECLARATION
KNOW ALL MEN BY THESE PRESENTS THAT JACQUELINE A. BYE IS THE
OWNER OF THE LANDS DESCRIBED IN THE SURVEYOR'S CERTIFICATE
AND AS SHOWN ON THIS MAP, AND HAS CAUSED THE SAME TO BE
SURVEYED AND PARTITIONED INTO PARCELS AS SHOWN ON THIS MAP.
THESE ARE NOT WHOLE RIGHTS APPURTENANT TO OTHER PROPERTY.

NARRATIVE:
THE PURPOSE OF THIS SURVEY IS TO PARTITION INTO 3 PARCELS THAT TRACT
OF LAND DESCRIBED BY A DEED RECORDED IN DOCUMENT NO. 88-42033 IN THE
CLACKAMAS COUNTY DEED RECORDS.
THE BASIS OF BEARING WAS ESTABLISHED BY HOLDING FOUND MONUMENTS
AT THE INITIAL POINT AND AT THE NORTHWEST CORNER OF LOT 21 OF
"EASTBOURNE DOWNS".
MONUMENTS AT POINT "A" AND "B" WERE HELD FROM SURVEY NO. 6548 TO
ESTABLISH THE RIGHT-OF-WAY OF S.E. ALDRIDGE ROAD.
THE MONUMENT THAT IS 0.11' NORTH OF THE SOUTHEAST CORNER OF THIS PLAT
WAS HELD TO ESTABLISH S40 SOUTH CORNER, SURVEY NO. 23596. SHOWS
THE ABOVE MONUMENT TO BE 509.31' EASTERLY OF THE SECTION LINE WHICH
MATCHES THE DEED CALL.
THE EAST LINE WAS ESTABLISHED BY HOLDING THE DEED ANGLE FROM DEED
NO. 88-42033 AND THE ABOVE STATED SOUTHEAST CORNER. THIS POSITION
AND 20.00' SOUTH OF THE NORTHWEST CORNER.
THE WEST LINE WAS ESTABLISHED BY HOLDING THE DEED DISTANCE WEST OF
AND PARALLEL TO THE EAST LINE.
THE NORTH LINE WAS ESTABLISHED BY HOLDING MONUMENTS FROM THE PLAT
OF EASTBOURNE DOWNS.

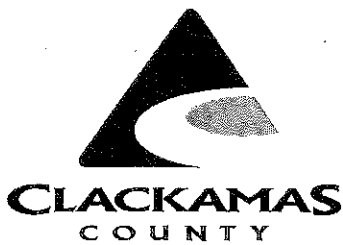
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FOREGOING INSTRUMENT AND DOES HEREBY AFFIRM AND AGREE TO BE
BOUND BY THE TERMS AND CONDITIONS THEREOF.

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AND AS SHOWN ON THIS MAP, AND HAS CAUSED THE SAME TO BE
SURVEYED AND PARTITIONED INTO PARCELS AS SHOWN ON THIS MAP.
THESE ARE NOT WHOLE RIGHTS APPURTENANT TO OTHER PROPERTY.



FRONTIERS/1994-168



COPY

2

M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

November 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Board Resolution and Public Hearing Adding a New Rate Category for Street Lighting
Service Charges for Clackamas County Service District No. 5

Purpose/Outcomes	Approval of this Resolution will add a new rate (Rate M) for Street Light Services on urban highways, such as OR99E/McLoughlin Blvd.
Dollar Amount and Fiscal Impact	New Rate M: \$1.81 per frontage foot per tax lot each year collected annually
Funding Source	District rates establish annual assessments levied against properties provided street lighting
Safety Impact	None
Duration	Fiscal Year 2015-2016
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist 503-742-4657
Contract No.	None

BACKGROUND:

Clackamas County Service District No. 5 (the "District") provides street lighting service to unincorporated Clackamas County and the cities of Happy Valley and Damascus. The cost of street lighting is paid by direct assessment of benefiting property owners within the District. Rates for the District are set annually in conjunction with the budgeting process. Current rates for FY 2015/16 were adopted on June 25, 2015, by Board Order No. 2015-71, with an effective date of July 1, 2015.

Proponents have submitted a petition to request street lighting on OR99E/McLoughlin Blvd. Areas such as this one is under the jurisdiction of the Oregon Department of Transportation (ODOT), and if approved the District would work cooperatively with ODOT and Portland General Electric (PGE) to have street lighting installed. During early analysis, PGE found that a high wattage fixture is necessary for urban highways of this nature to provide street lighting that meets Illuminating Engineering Society (IES) guidelines.

To meet the lighting needs for these urban highways, the District is proposing a new rate for high wattage light emitting diode (LED) fixtures with aluminum poles, a lighting type not currently used within the District. While the operational costs are still under review for the McLoughlin Blvd. street lighting project, the proposed rate M is estimated to be sufficient for service related costs.

The proposed rate schedule adds a new rate category for the remainder of FY 2015/16, Rate M. District rates are reviewed annually. The District is only allowed by statute to modify a rate once per six months. Staff anticipates that this rate will be sufficient for service related costs in FY 2015/16.

RECOMMENDATION:

It is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5:

1. Hold a public hearing on the question of the creation of rate category M; and
2. If deemed appropriate by the Board given public testimony, approve the attached Resolution to adopt new rate schedule M for Clackamas County Service District No. 5.

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

Respectfully submitted,



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

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

In the Matter of a Resolution
Adding a New Rate Category for
Street Lighting Service Charges,
Clackamas County Service District No. 5,
Clackamas County, Oregon



RESOLUTION NO.
Page 1 of 2

This matter coming before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No. 5 (the "District"), and it appearing to the Board that rates for street light service in the District were last set by Order No. 2015-71; and

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

It further appearing that constituents of the District have requested an additional type of street lighting service relating to the installation and use of high wattage light emitting diode (LED) fixtures, and the Board is willing to accommodate that request; and

It further appearing that in order to effectuate the same, the rate schedules as established by Commissioners' Order No. 2015-71 must be amended to add a new rate schedule as follows:

Rate Schedule M = \$ 1.81 per frontage foot per tax lot each year

RATE SCHEDULE M

Commercial lots which are benefited by the installation and maintenance of PGE owned street lights on aluminum or wood poles on adjacent public rights-of-way. Lights in this schedule are high wattage fixtures on decorative aluminum poles, owned and maintained by PGE, and used exclusively for street lighting.

It further appearing to the Board that such new rate is necessary to clearly define and distribute operating costs for the District to the users benefitted thereby; and

It further appearing to the Board that a public hearing was held on November 25, 2015 to take public testimony and said public hearing was duly advertised in the local newspaper; now, therefore,

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

In the Matter of a Resolution Adding
a New Rate Category for
Street Lighting Service Charges,
Clackamas County Service District No. 5,
Clackamas County, Oregon



RESOLUTION NO.
Page 2 of 2

IT IS HEREBY RESOLVED that commencing November 25, 2015,
the rates for service charges to the users of Clackamas County Service District No. 5
Rate Schedule M will be as follows:

Rate Schedule M =\$ 1.81 per frontage foot per tax lot each year

Dated this _____ day of _____, 2015.

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

Chair

Recording Secretary



COPY

M. BARBARA CARTMILL
DIRECTOR

3

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

November 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order and Public Hearing Forming an Assessment Area
Within Clackamas County Service District No. 5,
Assessment Area 27-15 McLoughlin Blvd. 170-Lot Petition**

Purpose/Outcomes	This Board Order is to create a new assessment area in Clackamas County Service District No. 5. This process is necessary to allow for the installation of new street lights. Street lighting is proposed to be mounted on existing wood power poles and new aluminum poles.
Dollar Amount and Fiscal Impact	The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. Commercial properties in this area fall under rate schedule M, \$1.81 per frontage foot per tax lot each year. Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Funding Source	Successful completion of the petition and approval of formation of this assessment area will allow fees to be collected from benefiting properties for the operation and maintenance of the street lights.
Safety Impact	The initiative to install street lights in this area was by petition of property owners who were focused on safety and appearance of the area.
Duration	Ongoing
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

A citizen owning property on SE McLoughlin Blvd. requested lighting for their neighborhood through the District's petitioning process. There are 143 property owners of 170 tax lots in the petition area. Signatures from 105 of the 170 properties (62%) were collected. The requirement for a valid petition is the signature of more than 50% of benefiting property owners.

The affected property owners were notified of the time and place of the hearing by first class mail to the mailing address as listed by the Assessor for Clackamas County and a public hearing was scheduled for November 25, 2015, to hear objections to the above street lighting district. The milestone for terminating the petition is the receipt of objections, also known as remonstrance, from more than 50% of the affected property owners.

2021

RECOMMENDATION

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,



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

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

In the Matter of the Formation
of an Assessment Area 27-15
(McLoughlin Blvd. Petition) within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the properties within Assessment Area 27-15, McLoughlin Blvd. Petition, SE McLoughlin Blvd. from the southern boundary of the City of Milwaukie to the northern boundary of the City of Gladstone, Oregon, have requested street light service, and that the formation of new assessment areas within Service District No. 5 is necessary for the installation of street lights, and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities, and

It further appearing to the Board that rates for street lighting as established by Order No. 2015-71 and subsequent rate change orders shall be applied to assessment Area 27-15, McLoughlin Blvd. Petition, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule M: \$1.81 per frontage foot per tax lot each year applied to commercial properties, and,

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services, and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 25th day of November, 2015, and that Service District No. 5 did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore,

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

In the Matter of the Formation
of an Assessment Area 27-15
(McLoughlin Blvd. Petition) within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting;

Assessment Area #27-15 McLoughlin Blvd. Petition Area, and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep
a complete and permanent record of the assessment, and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

Dated this _____ day of _____, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary

COPY

Richard Swift, Director

November 25, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment 1 to the Intergovernmental Agreement #146952 with the State of Oregon, Department of Human Services (DHS), for the operation of the Oregon Food Stamp Employment and Training Program (OFSET)

Purpose/Outcomes	To continue operating the OFSET Oregon Food Stamp Employment and Training Program.
Dollar Amount and Fiscal Impact	This amendment provides an additional \$129,805 in revenue for a new agreement total of \$283,201.
Funding Source	State of Oregon. No County General Funds are involved.
Duration	Effective October 1, 2015 and terminates on November 15, 2016
Previous Board Action	The original contract was approved by the Board of County Commissioners on October 25, 2012 - agenda item #102512-A5
Contact Person	Lori Mack, phone 503-655-8843
Contract No.	CSCC 6958

BACKGROUND:

Community Solutions for Clackamas County (CSCC), a division of Health, Housing and Human Services Department requests the approval of Amendment #1 to the Intergovernmental Agreement with the State of Oregon, Department of Human Services for the continued responsibility of service management to referred clientele. The amendment requirements include conducting a weekly job search information session, monitoring clients work search, issuance of support services, and staffing the career center to assist adult clients receiving SNAP (Supplemental Nutrition Assistance Program, formerly known as Food Stamps) with employment placement.

This contract has been reviewed and approved by County Counsel on October 15, 2012.

RECOMMENDATION:

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

Respectfully submitted,


 Richard Swift, Director
 Health, Housing & Human Services



Agreement Number 146952

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **01** to Agreement Number **146952** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Clackamas County
Acting by and through its Community Solutions for Clackamas County
112 11th Street
Oregon City, OR 97045
Telephone: (503) 655-8843
Facsimile: (503) 655-8841
E-mail address: lorimac@co.clackamas.or.us

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Section **1. "Effective Date and Duration"** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

This Agreement shall become effective on **October 1, 2014**, regardless of the date it has been fully executed by every party and, when required, approved by Department of Administrative Services and Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~November 15, 2015~~ **November 15, 2016**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

- b. Section 3. “**Consideration**” subsection a. only, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is ~~\$153,396.00~~ **\$283,201.00**. DHS will not pay Agency any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- c. **EXHIBIT A, Part 1 Statement of Work**, Section 7, subsection a., to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- a. In the performance of the Work required under this Agreement, County shall strive to attain the targeted number of OFSET clients served, in accordance with the approved criteria.
- (1) For the period October 1, 2014 – September 30, 2015: 774 clients to be served.
- (2) ~~Reserved.~~ **For the period October 1, 2015 – September 30, 2015: 1,320 clients to be served.**
- d. **EXHIBIT A, Part 1 Statement of Work**, Section 7, subsection c., to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- c. In the provision of Work required under this Agreement, Agency shall report all known OFSET client placements, in accordance with the job placement criteria in Section 6, “Performance Reporting.” Agency shall strive to attain the targeted number of OFSET client placements.
- (1) For the period October 1, 2014 - September 30, 2015: 99 client placements.
- (2) ~~Reserved.~~ **For the period October 1, 2015 – September 30, 2016: 456 client placements.**
- e. **EXHIBIT A, Part 2 Payment and Financial Reporting**, Section 1 Payment Provisions to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- a. County shall not submit invoices for, and DHS will not pay, any amount in excess of the maximum compensation amount set forth in Section 3, “Consideration”, and the amount assigned for the Budget Category for the Service year as specified below:

FFY15 – Beginning October 1, 2014 and ending September 30, 2015

<u>Budget Category</u>	<u>Amount</u>
Program	\$ 64,797.00
Administrative	\$ 7,200.00
Subtotal	\$ 71,997.00
Support Services	\$ 81,399.00
(Line item totals cannot exceed the amounts listed above.)	
Total Budget	\$153,396.00

FFY16 – Beginning October 1, 2015 and ending September 30, 2016

<u>Budget Category</u>	<u>Amount</u>
Program	\$ 80,836.00
Administrative	\$ 7,000.00
Subtotal	\$ 87,836.00
Support Services	\$ 41,969.00
(Line item totals cannot exceed the amounts listed above.)	
Total Budget	\$129,805.00

County's claims to DHS for overdue payments on invoices are subject to ORS 293.462.

- b. The ~~monthly~~ **quarterly** County invoice shall be accompanied by the “SNAP Employment and Training Billing Form” Exhibit E Part 1 included as part of this Agreement, and shall contain detailed, accurate and timely information summarizing County Services provided to DHS OFSET clients during the ~~month~~ **quarter** for which County is submitting the ~~monthly~~ **quarterly** billing invoice. The ~~monthly~~ **quarterly** County Service report shall provide the information on the number of DHS clients served by County during the course of the Service ~~month~~ **quarter**. **At the request of DHS, County shall provide a monthly breakdown of its quarterly invoice.**

Service Quarter	Billing for services rendered in the following months:	Invoices & Reporting Outcomes due no later than:
First Quarter	October, November, & December 2015	1/30/2016
Second Quarter	January, February, & March 2016	4/30/2016
Third Quarter	April, May, & June 2016	7/30/2016
Fourth Quarter	July, August, & September 2016	11/14/2016

- c. A list of Support Service payments will be maintained by County, supporting the actual cost reimbursement information for the Support Service section of the billing form. The information will include the client name, type of payment, and amount.
- d. Invoices shall be submitted within 30 days after the end of the Service ~~month~~ **quarter**. For the final **or fourth** invoice ~~for~~ **of** the fiscal period, the **quarterly** invoice must be submitted within 45 **calendar** days.

e. Administrative Costs

Under this Agreement, the County's general organizational administrative costs are allowable and may include such indirect as: fiscal agent or controller costs; staff development and recruitment; salary, benefits, services and supplies for executive and administrative personnel; computer costs which are not essential to direct service delivery; and costs for consultants who are not used to enhance direct service delivery. The total amount of administrative costs must not exceed the Administrative budget specified above.

f. County shall submit ~~monthly~~ **quarterly** County invoices and the SNAP Employment and Training Billing Form to:

Alma Estrada, SNAP Unit
Department of Human Services
500 Summer Street NE, E48
Salem, Oregon 97301-1066
Phone: (503) 945-5826
Fax: (503) 373-7032
Email: alma.r.estrada@state.or.us

g. County shall submit the reports required under this Agreement, and a copy of the ~~monthly~~ **quarterly** invoices to the DHS employee assigned to monitor Agreement compliance and act as the local DHS District contact on matters concerning this Agreement.

Mary Clark
SDA 15
315 S. Beaver Creek Road
Oregon City, Oregon 97045
Phone: (971) 673-7321
Fax: (971) 673-7301
Email: mary.s.clark@state.or.us

h. County employee responsible for monitoring the performance of the Services under this Agreement shall be:

Lori Mack
Community Solutions for Clackamas County
112 11th Street
Oregon City, Oregon 97045
Phone: (503) 655-8843
Fax: (503) 655-8841
Email: lorimac@co.clackamas.or.us

- f. **EXHIBIT D Required Federal Terms and Conditions**, Section 7 Audits, is hereby superseded and restated in its entirety, as of the Effective Date of this Amendment, as set forth below.
 - a. Agency shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If Agency expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Agency shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Agency expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Agency shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If Agency expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Agency is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
 - g. **EXHIBIT E Part 1, SNAP Employment and Training Billing Form** is hereby incorporated into this Agreement and amended to add the billing form for FFY 2016, as set forth in **EXHIBIT E Part 1, "SNAP Employment and Training Billing Form"**, attached hereto.
 - h. **EXHIBIT E Part 2, SNAP Employment and Training Service Plan** is hereby incorporated into this Agreement and amended to add the service plan for FFY 2016, as set forth in **EXHIBIT E Part 2, "SNAP Employment and Training Service Plan"**, attached hereto.

3. **Certification.**

- a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
 - (1) The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;

- (2) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at:
<https://www.sam.gov/portal/public/SAM/>; and
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **County Data.** County shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Clackamas County

Street address: 112 11th St.

City, state, zip code: OREGON CITY, OR 97045

Email address: Lori.Made@co.clackamas.or.us

Telephone: (503) 655-8843 Facsimile: (503) 655-8871

Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: SELF INSURED

Policy #: N/A Expiration Date: N/A

County shall provide proof of Insurance upon request by DHS or DHS designee.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County

Acting by and through its Community Solutions for Clackamas County

By:

Authorized Signature	Title	Date
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State of Oregon, acting by and through its Department of Human Services

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)

Assistant Attorney General	Date
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Office of Contracts and Procurement:

Contract Specialist	Date
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COPY

Richard Swift
Director

November 25, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intra-Agency Agreement with
Clackamas County Children, Youth and Families Division for
Alcohol and Drug Prevention Strategies for Families

Purpose/Outcomes	This agreement provides alcohol and drug prevention strategies for families within Clackamas County struggling with substance use disorders.
Dollar Amount and Fiscal Impact	Contract maximum value is \$179,375.00
Funding Source	Oregon Health Authority 2015-2017 Community Mental Health Program (CMHP) Intergovernmental Agreement #147783, specifically Alcohol & Drug (A&D) Prevention Services funds. No County General Funds are involved.
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	The Board last reviewed and approved this agreement on June 26, 2014, Agenda item 062614-A1
Strategic Plan Alignment	1. N/A 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Interim Director 503-742-5305
Contract No.	7397

BACKGROUND:

The Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing & Human Services Department requests the approval of an Interagency Agreement with the Children, Youth and Families Division (CYFD) to provide strategies for alcohol and drug abuse prevention for families.


This IAA is retroactive as the Division did not expect to receive the funds from the State to pass through in the current grant award. The State will soon be amending the grant to remove funding from CCBHD and will award directory to CYF. It is effective July 1, 2015 and terminates on June 30, 2016

This IAA has a maximum contract value of \$179,375.00. No County General Funds are involved. This agreement has been reviewed and approved by County Counsel as part of the H3S contract standardization project

RECOMMENDATION:

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

Respectfully submitted,


Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY HEALTH, HOUSING AND HUMAN SERVICES
BEHAVIORAL HEALTH DIVISION
AND
CLACKAMAS COUNTY HEALTH, HOUSING AND HUMAN SERVICES
CHILDREN, YOUTH, AND FAMILIES DIVISION

AGREEMENT # 7397

1. PURPOSE:

This agreement between **Clackamas County Behavioral Health Division** herein referred to as "BHD" and **Clackamas County Children, Youth and Families Division** herein referred to as "CYFD" provides alcohol and drug prevention strategies working with families of Clackamas County.

2. SCOPE OF WORK

CYFD agrees to:

- A. Provides the leadership and management of the Clackamas County Prevention Coalition (CCPC) to reduce alcohol and drug misuse among 12-25 year olds.
- B. CCPC efforts will integrate best practice planning & reporting processes as adopted by the Oregon Addictions and Mental Health Division (e.g. Social –Ecological Domains, Service Populations, Institute of Medicine, Center for Substance Abuse, and Prevention Risk Categories to report program activities.
- C. Focus Population – 12-25 years of age, IOM category: Universal, Selective and Indicated.
- D. Allowable Funded Activities – CSAP Strategies: Information Dissemination (Health Promotions, Media Campaigns, Positive Community Norms Campaign, Curricula Dissemination), Prevention Education, Alternative Activities (After School Programs, Mentoring), Community Based Processes (Coalition Support), and Environmental Approaches (Public Policy Efforts).
- E. Report Outcome Data sets to Oregon Prevention data System which could include –
 - a) Oregon Healthy Teen Survey (OHT) results,
 - b) Student Well Survey (SWS) results and
 - c) Pre/Post Survey from program participants.
- F. CYFD agrees that its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CYFD acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CYFD and CYFD's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.

3. REPORTING REQUIREMENTS

CYFD will provide quarterly progress reports that track the number of clients receiving services and submit a progress report to Oregon Prevention Database. These reports are due within 30 days after the end of each quarter.

4. COMPENSATION

Compensation shall consist of the following components:

- A. CYFD will be compensated quarterly based on actual expenditures for the programs listed. One quarter of the value of the agreement (\$44,843.75) will be advanced through an interfund upon execution of this agreement and adjusted to actual at the time of the second quarter interfund transfer.

Programs supported by A&D 70 funds and administered by CYF:

- (1) Prevent Net Sites: **\$120,000.00**
 - a) Northwest Family Services - \$72,000
 - b) Todos Juntos - \$48,000

- (2) Mentoring: **\$10,000.00**
 - a) Estacada School District - \$10,000

- (3) Coalition Oversight: **\$40,407.00**
 - a) CYF – \$40,407

- (4) Administrative Overhead: **\$8,968.00**
 - a) CYF- \$8,968

Total A&D 70 Funds: Prevention Plan **\$179,375**

- B. The total compensation to CYFD shall not exceed **\$179,375**.
- C. CYFD will submit quarterly Interfund request with reimbursement invoice to BHD for a transfer of funds to be reimbursed supported by an expenditure report. BHD will transfer funds to CYFD through an interfund based on the request and supporting documentation. CYFD will submit progress reports, expenditure reports and Interfund requests to:

Behavioral Health Division
Attention: Accounts Payable
BHAP@co.clackamas.or.us

5. LIASON RESPONSIBILITY

Mary Rumbaugh (503)-742-5305 will act as liaison from BHD.
(unit of government)Rodney Cook (503)650-5677 will act as liaison from CYFD.

6. TERM OF AGREEMENT

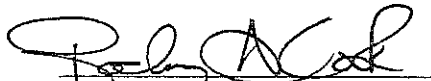
This agreement becomes effective **July 1, 2015**, and will continue through until **June 30, 2016**. This agreement is subject to early termination by either of the parties when thirty (30) days' written notice has been provided to the other party.

This contract consists of six (6) sections plus the following attachments:

Attachment 1 INTERFUND INVOICE Sample

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

**CLACKAMAS COUNTY
CHILDREN, YOUTH, AND FAMILIES DIVISION**



Rodney Cook
Director

¹⁸10-16-15
Date

**CLACKAMAS COUNTY
BEHAVIORAL HEALTH DIVISION**



Mary Rumbaugh
Interim Director

11/7/15
Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Department

Date

COPY

Richard Swift
 Director

November 25, 2016

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Amendment #2 to Sub Recipient Grant Agreement # 15-018
 with Folk Time, Inc. for
Peer Support Services at the Oregon City Drop-In Center

Purpose/Outcomes	To provide peer support services at the Oregon City Drop-In Center
Dollar Amount and Fiscal Impact	Amendment #2 adds \$172,316.00 to the contract maximum value bringing the contract total to \$327,632.00
Funding Source	Oregon Health Authority 2015-2017 Community Mental Health Program (CMHP) Intergovernmental Agreement #147783, specifically federal Mental Health Block Grant Funds.
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	The Board last reviewed and approved this agreement on June 26, 2014, Agenda item 062614-A23
Strategic Plan Alignment	1. N/A 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Interim Director 503-742-5305
Contract No.	7397

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #2 to Sub recipient Grant Agreement #15-018 with Folk Time, Inc. for peer support services to consumers at the Oregon City Drop-In Center. The Behavioral Health Division has partnered with Folk Time, Inc. for behavioral health services since 2010. This contract is a continuation of these services.

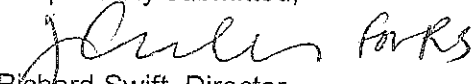
This amendment adds \$172,316.00 to the contract maximum value bringing the contract total to \$327,632.00. The amendment is effective July 1, 2015 and extends the term of the agreement to June 30, 2016.

This amendment is retroactive as the funding from the State was not awarded until after the effective date. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,


 Richard Swift, Director
 Health, Housing & Human Services

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number: 6679 (15-018) Board Agenda Number 062614-A23

and Date June 26, 2014

Division Behavioral Health Amendment No. 2

Contractor Folk Time, Inc

Amendment Requested By Mary Rumbaugh, Interim Director

Changes: Scope of Services Contract Budget
 Contract Time Other Exhibits B,C,D,E

Justification for Amendment:

This contract provides peer supported services at Safe Haven in Oregon City, Oregon.

This amendment extends the contract term to June 30, 2016 and adds to the maximum compensation.

Maximum compensation of the contract is increased by \$ 172,316.00 to a revised value of \$327,632.00. This amendment is effective **July 1, 2015 and continues through June 30, 2016**

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND:

AGREEMENT

PROJECT NAME: Oregon City Drop In Peer Services State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0301 COMM MH BLOCK ODD YR FF, CFDA No. 93.958) "MH Block Grant"	AGREEMENT No.15-018
SUBRECIPIENT: FOLK TIME, INC.	

1. Term and Effective Date. This Agreement shall be effective as of the July 1, 2014 and shall expire on June 30, 2015, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

AGREEMENT

PROJECT NAME: Oregon City Drop In Peer Services State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0301 COMM MH BLOCK ODD YR FF, CFDA No. 93.958) "MH Block Grant"	AGREEMENT No.15-018
SUBRECIPIENT: FOLK TIME, INC.	

1. Term and Effective Date. This Agreement shall be effective as of the July 1, 2014 and shall expire on **June 30, 2016**, unless sooner terminated or extended pursuant to the terms hereof.

AMEND:

AGREEMENT

PROJECT NAME: Oregon City Drop In Peer Services State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0301 COMM MH BLOCK ODD YR FF, CFDA No. 93.958) "MH Block Grant"	AGREEMENT No.15-018
SUBRECIPIENT: FOLK TIME, INC.	

3. **Grant Funds.** COUNTY's funding for this Agreement is the Intergovernmental Agreement (IGA) for the Financing of Community Addictions and Mental Health Services (Agreement No.141403) (CFDA 93.958) issued to the COUNTY by the State of Oregon acting by and through its Oregon Health Authority ("OHA"). The State of Oregon receives Block Grants for Community Mental Health Services (MHBG) funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$155,316.**

TO READ:

AGREEMENT

PROJECT NAME: Oregon City Drop In Peer Services State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0301 COMM MH BLOCK ODD YR FF, CFDA No. 93.958) "MH Block Grant"	AGREEMENT No.15-018
SUBRECIPIENT: FOLK TIME, INC.	

3. **Grant Funds.** COUNTY's funding for this Agreement is the Intergovernmental Agreement (IGA) for the Financing of Community Addictions and Mental Health Services (**Agreement No.147783**) (CFDA 93.958) issued to the COUNTY by the State of Oregon acting by and through its Oregon Health Authority ("OHA"). The State of Oregon receives Block Grants for Community Mental Health Services (MHBG) funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$327,632.00.**

ADD TO:

EXHIBIT B SUBRECIPIENT PROGRAM BUDGET

PROJECT NAME: Oregon City Drop In Peer Services State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0301 COMM MH BLOCK ODD YR FF, CFDA No. 93.958) "MH Block Grant"	AGREEMENT No.15-018
SUBRECIPIENT: FOLK TIME, INC.	

Folk Time OC Drop In & Rural Outreach
 Budget 2015-2016

	Oregon City	Rural Outreach	Total
Expenses			
Personnel	\$ 83,000	\$ 41,840	\$ 124,840
Prof Services	\$ 500		\$ 500
Training	\$ 500		\$ 500
Printing	\$ 200	\$ 100	\$ 300
Postage	\$ 100		\$ 100
Supplies	\$ 2,500	\$ 800	\$ 3,300
Food (Clients)	\$ 1,500	\$ 1,500	\$ 3,000
Phone & Internet	\$ 1,200	\$ 800	\$ 2,000
Travel/Mileage	\$ 2,000	\$ 1,000	\$ 3,000
Field Trips (Clients)	\$ 1,500	\$ 500	\$ 2,000
Volunteer and staff appreciation	\$ 150	\$ 150	\$ 300
Total expenses Federal Admin	\$ 93,150	\$ 46,690	\$ 139,840
Rent*	\$ 9,000		\$ 9,000
Total expenses	\$ 102,150	\$ 46,690	\$ 148,840
Admin Fee Federal	\$ 13,984		
Admin Fee Non Federal	\$ 9,456		
*To be paid with state funds			
Net total	\$ 125,590	\$ 46,690	\$ 172,280

AMEND:

**EXHIBIT C
REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUESTS**

PROJECT NAME: Oregon City Drop In Peer Services State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0301 COMM MH BLOCK ODD YR FF, CFDA No. 93.958) "MH Block Grant"	AGREEMENT No.15-018
SUBRECIPIENT: FOLK TIME, INC.	

1. SUBRECIPIENT may submit multiple requests for cost reimbursement, but reimbursement requests must be submitted no less frequently than monthly. The invoices must describe all work performed with particularity, including by whom it was performed and must itemize and explain all expenses for which reimbursement is claimed. Invoices must be submitted with the REQUEST FOR REIMBURSEMENT form (Exhibit D).
2. Invoices for reimbursement of expenses occurring in a COUNTY fiscal year (July 1 - June 30) must be received no later than the following July 15th. In addition, for quarterly reporting purposes, invoices need to be received no later than 15th of the month following the quarter ended June, September, December and March.
3. Payments will be based on reimbursement of actual costs authorized by this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all match expenses reported. Documentation required includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and receipts for lodging, airfare, car rental and conference registration. This documentation should be readily available, upon request or site visit.
4. Invoices must be sent to:

Clackamas County Behavioral Health Division
Attn: Mary Rumbaugh
2051 Kaen Road, #367
Oregon City, OR 97045
or by email at MaryRum@clackamas.us

Invoices are subject to the review and approval of the Project Officer and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

TO READ:

EXHIBIT C
REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUESTS

PROJECT NAME: Oregon City Drop In Peer Services State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0301 COMM MH BLOCK ODD YR FF, CFDA No. 93.958) "MH Block Grant"	AGREEMENT No.15-018
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3. Payments will be based on reimbursement of actual costs authorized by this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all match expenses reported. Documentation required includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and receipts for lodging, airfare, car rental and conference registration. This documentation should be readily available, upon request or site visit.
4. Invoices must be sent to:

Clackamas County Behavioral Health Division
Attn: Accounts Payable
2051 Kaen Road, #367
Oregon City, OR 97045
or by email
BHAP@co.clackamas.or.us

Invoices are subject to the review and approval of the Project Officer and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting

ADD TO:

EXHIBIT D: REQUEST FOR REIMBURSEMENT



Mary Rumbaugh, Interim Director
 Behavioral Health Division

REQUEST FOR REIMBURSEMENT				
<p>Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.</p>				
Subrecipient <u>Folk Time, Inc</u>		Grant Number: <u>15-081</u>		
Address: <u>232 SE 80th Avenue</u> <u>Portland, Oregon 97215</u>		Report Period: <u>7/1/15-6/30/16</u>		
Contact Person: <u>Michelle White</u>		Contract #: <u>6679</u>		
Phone Number: <u>503)238-6428</u>		Federal Award #: <u>CMHP 147783</u>		
E-mail: <u>mwhite@folktime.org</u>		CFDA(s): <u>93.958</u>		
Budget Category	Budget	Current Draw Request	Previously Requested	Balance
Personnel	\$ 124,840.00	\$ -	\$ -	\$ 124,840.00
Prof Services	\$ 500.00	\$ -	\$ -	\$ 500.00
Training	\$ 500.00	\$ -	\$ -	\$ 500.00
Printing	\$ 300.00	\$ -	\$ -	\$ 300.00
Postage	\$ 100.00	\$ -	\$ -	\$ 100.00
Supplies	\$ 3,300.00	\$ -	\$ -	\$ 3,300.00
Food (Clients)	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Phone & Internet	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Travel/Mileage	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Field Trips (Clients)	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Volunteer and staff appreciation	\$ 300.00	\$ -	\$ -	\$ 300.00
Rent*	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
Admin Fee Federal	\$ 13,984.00	\$ -	\$ -	\$ 13,984.00
Admin Fee Non Federal*	\$ 9,456.00	\$ -	\$ -	\$ 9,456.00
Total Grant Funds Requested		\$ -		
<p>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.</p>				
<p>CERTIFICATION</p> <p><i>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).</i></p>				
<p>Prepared by: _____</p>				
<p>Authorized Signer: _____</p>				
<p>Date: _____</p>				
<p>Department Review:</p>		<p>For Admin Use Only:</p>		
<p>Program Manager:</p>		<p>241-4332-08970-465001-40065</p>		
<p>Department: H3S-Behavioral Health Division</p>		<p>241-4332-08970 Non Federal Admin ONLY</p>		
<p>Signature: _____</p>		<p>Date: _____</p>		
<p>Department: forward to Grant Accountant for review and processing</p>		<p>Grant Accountant Initial/Date:</p>		

AMEND:

EXHIBIT E
MONTHLY INVOICE AND FEDERAL FUNDING SOURCE EXPENDITURE REPORT

PROJECT NAME: Oregon City Drop In Peer Services State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0301 COMM MH BLOCK ODD YR FF, CFDA No. 93.958) "MH Block Grant"	AGREEMENT No.15-018
SUBRECIPIENT: FOLK TIME, INC.	

INVOICING

1. SUBRECIPIENT will submit a monthly Request for Reimbursement (Exhibit E). It shall reference Grant Agreement No.15-018 and contract # 6679.
2. Invoices for reimbursement of expenses occurring in a COUNTY fiscal year (July 1 - June 30) must be received no later than the following July 6th.
3. Supporting documentation must be submitted with invoices for expenses for which reimbursement is claimed and for all match expenses reported. Documentation required includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and receipts for lodging, airfare, car rental and conference registration.
4. Invoices must be sent electronically to:

healthcenterap@clackamas.us

Invoices are subject to the review and approval of the Project Officer and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

TO READ:

**EXHIBIT E
MONTHLY INVOICE AND FEDERAL FUNDING SOURCE EXPENDITURE REPORT**

PROJECT NAME: Oregon City Drop In Peer Services State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0301 COMM MH BLOCK ODD YR FF, CFDA No. 93.958) “MH Block Grant”	AGREEMENT No.15-018
SUBRECIPIENT: FOLK TIME, INC.	

INVOICING

5. SUBRECIPIENT will submit a monthly Request for Reimbursement (Exhibit E). It shall reference Grant Agreement No.15-018 and contract # 6679.
6. Invoices for reimbursement of expenses occurring in a COUNTY fiscal year (July 1 - June 30) must be received no later than the following July 6th.
7. Supporting documentation must be submitted with invoices for expenses for which reimbursement is claimed and for all match expenses reported. Documentation required includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and receipts for lodging, airfare, car rental and conference registration.
8. Invoices must be sent electronically to:

BHAP@co.clackamas.or.us

Invoices are subject to the review and approval of the Project Officer and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

ADD TO:

EXHIBIT I

PROJECT NAME: Oregon City Drop In Peer Services State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0301 COMM MH BLOCK ODD YR FF, CFDA No. 93.958) “MH Block Grant”	AGREEMENT No.15-018
SUBRECIPIENT: FOLK TIME, INC.	

**Intergovernmental Agreement (IGA) for the Financing of Community
Addictions and Mental Health Services (Agreement No.147783)**

(Attached Separately)

COPY

Richard Swift
 Director

November 25, 2016

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Agency Services Contract with Lifeworks NW for
Early Assessment and Support Alliance (EASA) Services

Purpose/Outcomes	To provide mental health services to indigent residents of Clackamas County paid with State general funds.
Dollar Amount and Fiscal Impact	Contract maximum value is \$401,204.00
Funding Source	Oregon Health Authority 2015-2017 Community Mental Health Program (CMHP) Intergovernmental Agreement #147783. No County General Funds are involved.
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	The Board last reviewed and approved this agreement on June 26, 2014, Agenda item 062614-A26
Strategic Plan Alignment	1. N/A 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Interim Director 503-742-5305
Contract No.	7227

BACKGROUND:

The Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract has contracted with LifeWorks NW Early Assessment and Support Alliance (EASA) programs. EASA programs provide information and support to young people who are experiencing symptoms of psychosis for the first time. LifeWorks will provide an early psychosis program for 15 to 24 year olds.

This contract is retroactive as the Division did not receive the documentation from the State in time to process before the effective date.

This Agency Services Contract has a maximum contract value of \$ 401,204.00.No County General Funds are involved. It is effective July 1, 2015 and terminates on June 30, 2016.

This contract has been reviewed and approved by County Counsel as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,


 Richard Swift, Director
 Health, Housing & Human Services

AGENCY SERVICE CONTRACT

Contract # 7227

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **LIFEWORKS NW**, hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide Early Assessment and Support Alliance (EASA) as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2015** and shall terminate **June 30, 2016** unless terminated by one or both parties as provided for in paragraph 6.0 below.

3.0 Compensation and Fiscal Records

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

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until AGENCY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least six (6) years or such period as may be required by applicable law, following final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with

Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements. AGENCY shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit E, paragraph 9. Compliance with Applicable Law, attached hereto and incorporated herein by this reference. AGENCY shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an exhibit, the exhibit shall take precedence.

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

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

5.0 General Conditions

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

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$2,000,000 per occurrence/\$4,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence/\$4,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the AGENCY's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract.

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

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

5.2.7 Insurance Carrier Rating. Coverages provided by AGENCY must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

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

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

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personam jurisdiction of said courts.

5.4 Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

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

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

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

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

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:

5.9.1 AGENCY shall:

- a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.

- b. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
- c. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

- a. for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;
- b. for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

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

5.9.5 As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.9.6 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.10 Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.

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

5.12 Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

6.0 Termination

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

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

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

6.2.2 The termination, suspension or expiration of the HealthShare Risk Accepting Entity Agreement.

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

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

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

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

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

6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYs with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

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

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

7.0 Notices

If to AGENCY:

LifeWorks NW
14600 NW Cornell Road
Portland, OR 97229

If to COUNTY:

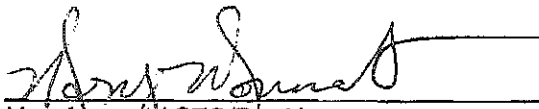
Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, # 154
Oregon City, OR 97045

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

- Exhibit A Definitions
- Exhibit B Scopes of Work
- Exhibit C Compensation
- Exhibit D Reporting Requirements
- Exhibit E Statement of General Conditions
- Attachment 1 Budget
- Attachment 2 INVOICE Sample

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

LIFEWORKS NW

By: 

Mary Monnat / CEO/President
11/10/15

Date _____
14600 NW Cornell Road
Street Address
Portland, OR 97229
City/State/Zip
(503) 645-3581 Ext: 2349 / (503) 684-1425
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Department

Date

November 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Revenue Provider Agreement with
Regence Blue Cross Blueshield of Oregon to provide primary care and mental health
care services to assigned members at the Clackamas County Health Centers

Purpose/Outcomes	Regence Blue Cross Blueshield of Oregon is a health plan provider and assigns their members to Clackamas County Health Centers Division (CCHCD) for care.
Dollar Amount and Fiscal Impact	This is a No Maximum agreement. Revenue is determined by number of members assigned that receive billable services.
Funding Source	Fee for service. No County General Funds are involved.
Duration	Effective upon signature and continues until terminated
Previous Board Action	No previous action
Strategic Plan Alignment	2. Ensure safe, healthy and secure communities
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	6470

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a Revenue Provider Agreement with Regence Blue Cross Blueshield of Oregon to provide primary care and mental health care services at the Clackamas County Health Centers

This is a No Maximum agreement as revenue will be determined by the number of assigned members and how many of them receive services. County Counsel reviewed this agreement on November 16, 2015. The Agreement is effective upon signature and continues until terminated.

Recommendation

We recommend approval of this amendment and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

REGENCE BLUECROSS BLUESHIELD OF OREGON

MEDICAL GROUP AGREEMENT



Regence

Regence BlueCross BlueShield of Oregon is an Independent
Licensee of the Blue Cross and Blue Shield Association

REGENCE BLUECROSS BLUESHIELD OF OREGON

MEDICAL GROUP AGREEMENT

This Agreement between Regence BlueCross BlueShield of Oregon (Regence BCBSO), an Oregon nonprofit corporation, and **CLACKAMAS COUNTY PUBLIC HEALTH** (Medical Group), describes the terms and conditions under which Medical Group and Medical Group Provider shall participate in the provider networks identified in the attachments to this Agreement.

I. DEFINITIONS

The following definitions apply to the words and terms used in this Agreement:

- A.** Covered Services are Medically Necessary health care services and supplies rendered or furnished by Medical Group Providers to Members that are eligible for benefit consideration under Member Agreements.
- B.** Investigational. The definition provided in the Member Agreement. To the extent that the Member Agreement does not provide a definition of Investigational, the following definition shall apply: a health intervention that Regence BCBSO or Payor has classified as Investigational. Regence BCBSO will review Scientific Evidence from well-designed clinical studies found in peer-reviewed medical literature, if available, and information obtained from Medical Group Provider regarding the health intervention to determine if it is Investigational. A health intervention not meeting all of the following criteria, is, in Regence BCBSO's judgment, Investigational:
- The Scientific Evidence must permit conclusions concerning the effect of the health intervention on health outcomes, which include the disease process, injury or illness, length of life, ability to function and quality of life.
 - The health intervention must improve net health outcome.
 - The Scientific Evidence must show that the health intervention is as beneficial as any established alternatives.
 - The improvement must be attainable outside the laboratory or clinical research setting.
- For purposes of this definition, Scientific Evidence means scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; or findings, studies or research conducted by or under the auspices of federal government agencies and nationally recognized federal research institutes. However, Scientific Evidence shall not include published peer-reviewed literature sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer or a single study without other supportable studies.
- C.** Member is a person eligible to receive health care benefits for Covered Services under a Member Agreement.
- D.** Member Agreement is a contract or plan underwritten or administered, in whole or in part, by Regence BCBSO or other Payor which sets forth the terms and conditions under which a Member is entitled to receive benefits for Covered Services.
- E.** Medical Case Management is a process to provide early assessment of and intervention for Members with acute or chronic illness, catastrophic events or multiple encounters with Physicians or Other Health Care Professionals. This includes evaluation, resource coordination

and creating flexible, cost-effective options for identified individuals to facilitate quality care and individualized treatment goals.

- F. Medical Emergency** means a medical condition that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine could reasonably expect that the failure to receive immediate medical attention would result in:
1. placing the health of the person (or a fetus in the case of a pregnant woman) in serious jeopardy;
 2. serious impairment to bodily functions; or,
 3. serious dysfunction of any bodily organ or part.
- G. Medical Emergency Services** are Covered Services furnished in the case of a Medical Emergency, including ancillary services, to the extent they are required for stabilization of the patient.
- H. Medical Group Provider** is a Physician or Other Health Care Professional who is employed by or has contracted with Medical Group to provide health care services under this Agreement.
- I. Medically Necessary or Medical Necessity** is a service or supply required for diagnosis or treatment of illness or injury, which, in the judgment of Regence BCBSO, is:
1. appropriate to treatment setting and level of care, in amount, duration and frequency; and consistent with symptoms, diagnosis, or treatment of the Member's condition;
 2. received in the least costly medically appropriate treatment setting, including alternative supplies and levels of service, which can safely be provided;
 3. appropriate with regard to widely accepted standards of medical practice as determined by Regence BCBSO (see Note below);
 4. not primarily for the convenience of the Member, or a Physician or Other Health Care Professional of services or supplies.
- Note:** The fact that services were prescribed, recommended or approved by a Medical Group Provider does not in and of itself mean that the services were Medically Necessary. Regence BCBSO will determine whether a service or supply is Medically Necessary.
- J. Non-Covered Service** is a service or supply that is not a Covered Service for any of the following reasons: (1) the service or supply is Investigational or not Medically Necessary; or (2) the service or supply is not an available benefit or a Covered Service under the Member Agreement for any reason.
- K. Other Health Care Professional** is a person, other than a Physician, who is legally qualified to provide health care services in the state where he or she practices, and who is eligible for reimbursement under a Member Agreement.
- L. Participating Provider** is a hospital or other health care facility, a Physician, health care professional or group of health care professionals, or other provider of medical services or supplies who is legally qualified to provide health care services and who has contracted to be on Regence BCBSO's participating provider panel and to provide Covered Services to Members.

- M. Payor means Regence BCBSO, Healthcare Management Administrators, Inc., a Blue Cross and/or Blue Shield Plan through the BlueCard Program, Cambia Health Solutions, its subsidiaries and affiliated companies, an insurer, a trust, a self-funded health plan or other entity (for which Cambia Health Solutions, or its subsidiaries or affiliates, administers or underwrites a plan or contract) that is responsible for remuneration for Covered Services rendered to a Member.
- N. Physician is a person who is legally qualified to practice medicine in the state where he or she practices.

II. OBLIGATIONS OF PAYORS

- A. **Payment.** Regence BCBSO or other Payor will compensate Medical Group and Medical Group Provider for Covered Services rendered to Members in accordance with this Agreement, including the applicable financial attachment(s) hereto, and with Regence BCBSO's claims payment policies. Such compensation will be based on the lesser of billed charges or the amount established pursuant to the applicable financial attachment to this Agreement. Medical Group and Medical Group Provider agrees to accept such payment as compensation in full for Covered Services.
- B. **Timing of Payment.** For claims subject to ORS 743.911 and ORS 743.913, the Oregon prompt pay law, Payor will pay or deny clean claims within thirty (30) days after receipt. If additional information is required to process a claim, Payor will notify Medical Group and Medical Group Provider in writing within thirty (30) days following receipt of the claim. Payor shall pay a clean claim or deny the claim no later than thirty (30) days after receiving the additional information. Payor shall pay simple interest of twelve percent (12%) per annum on the unpaid amount of any claim that is due and owing, accruing from the date after the payment was due until the claim is paid. Interest on any overdue payment for a clean claim begins to accrue on the 31st day after the date Payor receives the claim. Interest on claims for which additional information is required begins to accrue on the 31st day after the Payor receives the requested information. No interest shall be paid if the amount of interest owed is two dollars (\$2.00) or less on a claim.
- C. **Directories.** Regence BCBSO and other Payors agree to identify Medical Group and Medical Group Providers as Participating Providers in marketing brochures and in directories listing Physicians or other Health Care Professionals for the purpose of informing potential and current Members of the choice of Participating Providers.
- D. **Committees.** Regence BCBSO will afford Medical Group Providers the opportunity to serve on advisory committees and will hold such Medical Group Providers harmless from any and all claims arising out of actions that are within the course and scope of such committee participation.
- E. **Advocacy.** Regence BCBSO will not terminate or suspend a Medical Group Provider practicing in conformity with community standards for duty of care solely for advocating a decision, policy or practice. Regence BCBSO will not penalize a Medical Group Provider because the Medical Group Provider, in good faith, reports to state or federal authorities any act or practice by Regence BCBSO that jeopardizes Member health or welfare.
- F. **Annual Accounting.** Medical Group is entitled to an annual accounting summarizing the financial transactions between the parties, and such accounting will be provided by Regence BCBSO upon Medical Group's written request.
- G. **Coverage and Payment Decisions.** In accordance with ORS 743.803(2)(e), an Oregon licensed doctor of medicine or osteopathy employed or retained by Regence BCBSO will be

responsible for all final medical and mental health decisions of Regence BCBSO relating to whether a particular service is a Covered Service and whether payment should be made pursuant to this Agreement.

- H. Provider Services.** Regence BCBSO will make available to Medical Group and/or Medical Group Providers the assistance of Provider Consultants, Provider Communication Consultants, Provider Relations Representatives, the Provider Center and Customer Service Representatives. Provider Consultants resolve global issues through communication with clinics, Physicians and other Participating Provider offices. They are the primary external contact, building relationships and implementing strategic initiatives, including office manager forum participation. Provider Communications Consultants produce written provider communications including newsletters, letters and manuals, and maintain the Provider Web Site. Provider Relations Representatives are available to answer telephone inquiries and are the main points of contact for billing, coding, contract terms and demographic changes. The Provider Center, our Web-based tool, can be used to verify patient eligibility, obtain claim status and payment information and view general benefits. Customer Service Representatives are available to answer questions that cannot be verified by using the Provider Center.
- I. Medical Case Management.** Upon notification by Medical Group or Medical Group Provider that a Member falls within either of the following categories, Regence BCBSO will provide Medical Case Management:
1. A Member with acute or chronic diagnosis or injuries, requiring prolonged hospitalization, repeated hospitalization, and/or high use of one or more services.
 2. A Member with frequent repeated and/or related illnesses, high frequency of inpatient or outpatient contacts, and/or frequent contacts with multiple physicians or other providers.
- J. Multiple Coverage.** Except as otherwise set forth herein, if a Member has other coverage and if Regence BCBSO has secondary responsibility, Regence BCBSO will not pay more than an amount which, when added to amounts Medical Group and Medical Group Provider received from other coverage(s), equals 100% of the total allowable expense as defined by OAR 836-020-0775. However, if a Member Agreement is not subject to OAR 836-020-0770 through OAR 836-020-0805, Regence BCBSO will calculate its payment when it has secondary responsibility in accordance with the terms of the Member Agreement or other applicable law. Unless otherwise required by law, the Medical Group and Medical Group Provider agree to accept the negotiated amount as payment in full, whether that amount is paid in whole or in part by the Member, or by Regence BCBSO, or by any combination of payors, including other payors which may pay before Regence BCBSO in the order of benefit determination. In no event shall Regence BCBSO pay more than it would have paid in the absence of other coverage.
- K. Administrative Manual.** Regence BCBSO shall make available to Medical Group Provider copies of the Administrative Manual, either electronically or on paper, which outlines billing requirements, general benefits information, care management requirements and other relevant information. The terms of the Administrative Manual shall be incorporated herein by reference. Regence BCBSO may revise and update the Administrative Manual in its sole discretion from time to time with ninety (90) days notice to Medical Group Provider. Medical Group Provider agrees that such revisions become a part of the Administrative Manual and Medical Group Provider agrees to comply with any such revisions. Medical Group Provider agrees to abide by Regence BCBSO directives, whether communicated by Regence BCBSO through its Administrative Manual or other communications and publications.

III. OBLIGATIONS OF MEDICAL GROUP

A. **Services to Members.** Subject to practice limitations and medical ethics, Medical Group and Medical Group Providers agree to accept Members as patients.

B. **Conditions for Participation.**

1. All Medical Group Providers providing services to Members under this Agreement shall maintain, during the term of this Agreement, current and effective licenses to provide health care services. Medical Group shall notify Regence BCBSO within five days if Medical Group Provider's license is revoked, suspended or restricted.
2. Medical Group and Medical Group Providers agree to comply with payment policies established by Regence BCBSO. Regence BCBSO may modify or establish new payment policies from time to time, as published in The ConnectionSM or The Connection OnlineSM newsletters.
3. Medical Group and Medical Group Providers will maintain at their sole expense general comprehensive liability insurance policies. Medical Group Providers will maintain at their sole expense professional liability insurance policies with limits in the amounts required by Regence BCBSO. Medical Group and Medical Group Providers will notify Regence BCBSO promptly of any revocation, suspension, reduction, limitation, probationary or other disciplinary action of any such policy or policies. If Medical Group and/or a Medical Group Provider procures one or more claims-made policies to satisfy its obligations under this Agreement, Medical Group and/or Medical Group Provider will obtain any extended reporting endorsement ("tail") 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.

C. **Billing and Reimbursement.**

1. Medical Group agrees to bill Payor directly for all Covered Services provided by Medical Group Providers within twelve (12) months of the date Covered Services were provided using electronic submission media approved by Regence BCBSO or as required by law and furnish the information required by Regence BCBSO or Other Payor to identify the Member and adjudicate the claim. Such information shall include Medical Group's tax identification number and name as on file with the Internal Revenue Service.
2. Except as otherwise set forth in Section II.J, Medical Group and Medical Group Providers agree to accept the Approved Payment Amount set forth in the Provider Attachment(s) as payment in full for Covered Services whether paid by Payor or Member.

D. **Failure to Pay.**

1. Medical Group and Medical Group Providers agree that in no event, including but not limited to nonpayment, insolvency or breach of this Agreement by Payor, shall Medical Group or Medical Group Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or other person, acting on behalf of such Member, other than Payor, for services provided pursuant to this Agreement. This provision shall not prohibit collection of amounts applicable to deductibles, copayments, coinsurance, and/or noncovered services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from Member in accordance with the terms of the applicable Member Agreement.

2. Medical Group and Medical Group Providers agree, in the event of Payor's insolvency, to continue to provide the services promised in this Agreement to Members of Payor for the duration of the period for which premiums on behalf of the Member were paid to Payor or until the Member's discharge from inpatient facilities, whichever time is greater.
3. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to modify the rights and benefits contained in the Member Agreement.
4. Medical Group and Medical Group Providers may not bill the Member for Covered Services (except for deductibles, copayments or coinsurance) where Payor denies payment because the Medical Group or Medical Group Provider has failed to comply with the terms of this Agreement. In addition, Medical Group and/or Medical Group Provider must notify a Member of the Member's financial obligation for non-covered services.
5. Medical Group and Medical Group Providers further agree (i) that the above provisions 1, 2, 3 and 4 shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Members and (ii) that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Medical Group and/or Medical Group Provider and Members or persons acting on their behalf.
6. If Medical Group or Medical Group Provider contracts with other health care providers who agree to provide Covered Services to Members with the expectation of receiving payment directly or indirectly from Payor, such providers must agree to abide by the above provisions 1, 2, 3, 4 and 5.

E. Non-Covered Services.

1. Except as otherwise set forth in this Section III. E., Medical Group may charge Member for Non-Covered Services under the Member Agreement without obtaining written Member consent. Neither Regence BCBSO nor Payor shall be liable for any health care services or supplies which are determined by Regence BCBSO, Payor or their designee to be a Non-Covered Service; however, the Member may be liable for Non-Covered Services subject to the terms set forth in Subsections 2 through 4 herein. In no event will Regence BCBSO or Payor be responsible for any amount owed by Member to Medical Group for Non-Covered Services in the event that Medical Group is unable to collect such amount from Member.
2. Medical Group may bill a Member for services or supplies determined by Regence BCBSO or its designee to be not Medically Necessary only if Medical Group or Medical Group Provider has obtained appropriate Member consent in writing. At a minimum, the written Member consent must include the following information: Member name; specific service or supply; date of service, if known; a statement informing the Member that the service or supply may be a Non-Covered Service; and a statement where the Member agrees to pay for the Non-Covered Service. The written Member consent must be signed by the Member, Member's guardian or Member's authorized health care representative and maintained in Medical Group's records. Medical Group agrees to write off and not charge Regence BCBSO, Payor or Member any amount owed for not Medically Necessary services or supplies if Medical Group fails to obtain such written consent.
3. For services rendered to Members that may be deemed Investigational by Regence BCBSO or Payor, a written Member consent is not required in order to charge Members for such services. However, Regence BCBSO still encourages Medical Group and Medical Group Provider to inform Member before services are rendered that such services may be deemed Non-Covered Services by Regence BCBSO or Payor, and that if the services are deemed Non-Covered Services the cost of such services will be the responsibility of the Member.

4. Services or supplies provided to Members after they have exhausted their annual or lifetime benefit for such services as provided in the Member Agreement shall no longer be subject to the terms of this Agreement, except for the claim or claim line (as applicable) that results in the benefit maximum to be exceeded. For that claim or claim line (as applicable), Medical Group agrees that any balance billed to the Member shall be the lesser of billed charges or the allowed amount under this Agreement less any amount paid by Regence BCBSO or Payor. The "claim line" language is applicable where services or supplies are paid individually. The "claim" language is applicable for services paid based on an episode of care
 5. Medical Group shall not bill Members for Covered Services (except for deductibles, copayments or coinsurance) where Regence BCBSO or Payor denies payment because Medical Group or Medical Group Provider has failed to comply with the terms of this Agreement.
- F. Utilization Management/Quality Improvement.** Medical Group and Medical Group Providers agree to cooperate and participate with Payor in utilization management procedures and adhere to and abide by decisions rendered by the utilization management/quality improvement programs. Payor will monitor participation in quality improvement and disease management programs.
- G. Prior Authorization.** Except in the case of misrepresentation, prior authorizations relating to benefit coverage and Medical Necessity are binding upon Regence BCBSO if obtained no more than thirty (30) days prior to the date the service is provided, and prior authorizations relating to Member eligibility are binding upon Regence BCBSO if obtained no more than five (5) days prior to the date the service is provided.
- H. Refunds and Adjustments.** Medical Group or Medical Group Provider may appeal a claim or request an adjustment to a claim processed by Regence BCBSO or other Payor within eighteen (18) months after the date the claim was originally paid or denied (thirty (30) months in the case of claims involving coordination of benefits). The original claims decision shall be final and binding unless Medical Group or Medical Group Provider initiates an appeal or requests an adjustment in writing within such time periods.

An adjustment or refund may result if Regence BCBSO or other Payor has overpaid Medical Group or Medical Group Provider. Regence BCBSO or other Payor may request an adjustment or refund to a claim processed by Regence BCBSO or other Payor within eighteen (18) months after the date Medical Group or Medical Group Provider originally receives payment for the claim (thirty (30) months in the case of claims involving coordination of benefits), except in the case of fraud. The original claims decision shall be final and binding unless Regence BCBSO or other Payor requests an adjustment or refund within such time period. Regence BCBSO or other Payor shall send a written notice to Medical Group and Medical Group Provider of any adjustment or overpayment refund requests. If Medical Group or Medical Group Provider disagrees with the request, Medical Group or Medical Group Provider must initiate a formal appeal in writing within thirty (30) days from receipt of the request. If Medical Group or Medical Group Provider fails to initiate an appeal within the aforementioned thirty (30) day period, the request is deemed accepted, and Medical Group and Medical Group Provider shall have thirty (30) days after the request is deemed accepted to pay Regence BCBSO or other Payor the refund. If the refund has not been paid by Medical Group or Medical Group Provider within such thirty (30) day period, Regence BCBSO or other Payor may deduct the overpayment from future payments due to medical Group and Medical Group Provider in an amount equal to the amount of the overpayment.

The parties acknowledge and agree that none of the aforementioned time periods apply in the case of fraud.

I. Reporting of Other Member Coverage and Other-Party Liability. Medical Group and Medical Group Providers will provide Payor all known information regarding benefits available to a Member from other sources or subject to other party liability obtained during examination and/or treatment of the Member. Medical Group and Medical Group Providers will cooperate with Regence BCBSO in pursuing claims against other payors, where recognized legal or regulatory standards indicate primary responsibility for payment of treatment for Member is with someone other than Regence BCBSO.

J. Change in Circumstances. Medical Group will, within the time frames stated herein, inform Regence BCBSO of any impairments, conditions, circumstances, actions, policies, determinations or internal or external developments which may affect, restrict or decrease Medical Group or any Medical Group Provider's ability, authorization or right to provide medical services to Members. Such events may include, but are not limited to:

1. governmental agency or accreditation entity action affecting Medical Group or Medical Group Provider's license, certification or accreditation;
2. change of ownership, scope of services or location of practice;
3. legal or governmental action initiated against Medical Group or any Medical Group Provider which affects this Agreement, accreditation or licensure, including, but not limited to, any action for professional negligence, fraud or violation of any law;
4. Medical Group Provider's retirement from medical practice.

Note: Retirement, changes in scope of services, billing location or physician location require notification in writing to Regence BCBSO at least thirty (30) days prior to such action. Legal, governmental or accreditation entity action taken against Medical Group or Medical Group Providers must be reported to Regence BCBSO within five (5) days of such action.

K. Cooperation with Grievance Process. Medical Group and Medical Group Providers will cooperate with Regence BCBSO's Member complaint, grievance and appeal process.

L. Maintenance of Records. Medical Group and Medical Group Providers will prepare and maintain all appropriate medical, financial and administrative records as required to meet Regence BCBSO's internal documentation standards. Medical Group Providers shall maintain Member medical records in a format that documents diagnosis, assessment, continuity of care and follow up, in conformity with generally accepted community standards. Subject to all applicable privacy and confidentiality requirements, Regence BCBSO shall be allowed to review Medical Group and Medical Group Provider's medical, financial and administrative records related to services provided under this Agreement for conformance with this Agreement. Such review will be conducted during Medical Group or Medical Group Provider's regular business hours upon reasonable advance notice from Regence BCBSO. Unless otherwise agreed, "reasonable advance notice" means ten (10) business days.

During an audit or review involving Medical Group or Medical Group Provider's records, such records must be retained until all issues related to the audit are resolved. If the audit results in a good faith determination that the Medical Group and/or Medical Group Provider engaged in a pattern of fraudulent conduct or improper billing practice that would be a violation of the False Claims Act 31, USC sections 3729-3731 or ORS 165.692, Medical Group and/or Medical Group Provider shall reimburse Regence BCBSO for its reasonable costs incurred in conducting the audit.

- M. Provider Discretion.** Medical Group and/or Medical Group Provider may decline to accept any Member whom Medical Group or Medical Group Provider has previously discharged from care and may decline to accept a Member for professional reasons. Medical Group and/or Medical Group Provider may withdraw from care of a Member when, in their professional judgment, it is in the best interest of the Member to do so.
- N. Applicable Laws and Regulations.** Medical Group will conduct and cause its employees and agents to conduct their duties in compliance with all applicable federal, state and local laws and regulations.
- O. Provider-Patient Relationship.** Medical Group Providers will maintain the provider-patient relationship with Members and Medical Group Providers will be solely responsible for medical advice to and treatment of Members and for the provision of all health care services set forth in the Member Agreement, in accordance with accepted professional standards and practices. Medical Group and Medical Group Providers may freely communicate with Members regarding available treatment options, including medication treatment options, regardless of benefit limitations or exclusions in the applicable Member Agreement.
- P. Medical Case Management Services.** Medical Group and Medical Group Providers agree to notify Regence BCBSO when Medical Group and/or Medical Group Provider believes a Member is in current need of Medical Case Management or may be a potential candidate for such services. Notification will be given as soon as Medical Group or Medical Group Provider learns of the condition.
- Q. Credentialing and Recredentialing.** Medical Group and Medical Group Providers will comply with Regence BCBSO's Credentialing and Recredentialing standards and procedures in which Regence BCBSO will have the responsibility to accept or reject Medical Group Provider as a Participating Provider. Regence BCBSO will have the right to terminate Medical Group and/or any individual Medical Group Providers from Regence BCBSO's participating provider panel for failure to comply completely with Regence BCBSO's Credentialing or Recredentialing standards or procedures.

IV. TERM, TERMINATION, AND AMENDMENT

- A. Term.** This Agreement is effective on the date determined by Regence BCBSO and shall continue in effect until terminated as provided in Section IV.B. Regence BCBSO shall provide written notice to Medical Group and/or Medical Group Provider regarding the effective date of this Agreement.
- B. Termination of Participating Agreement.** This Agreement may be terminated as follows:
- 1. Voluntary Termination.** Either party may terminate this Agreement without cause upon one hundred twenty (120) days prior written notice to the other party.
 - 2. Termination for Cause.** If either party materially defaults or substantially fails to comply with any of the terms of this Agreement, the other party may terminate this Agreement upon sixty (60) days prior written notice if the party to whom notice is given fails to cure the default or non-compliance within the 60-day period.

3. **Termination by Regence BCBSO.** Except as provided in Section V., Regence BCBSO may terminate this Agreement immediately upon written notice for any of the following reasons:

- a. Medical Group or a Medical Group Provider has violated one or more of Regence BCBSO's Payment Policies.
- b. Medical Group or a Medical Group Provider has engaged in a pattern of material misstatements or omissions on any claims or other documents submitted to Regence BCBSO or other Payor.
- c. Medical Group or a Medical Group Provider is suspended or expelled from Medicare, Medicaid or other government programs.
- d. Medical Group or a Medical Group Provider fails to maintain the insurance coverage required under this Agreement;
- e. Regence BCBSO determines that the health, safety or welfare of Members is jeopardized by continuation of this Agreement.

Any dispute between Medical Group and/or a Medical Group Provider and Regence BCBSO regarding termination of this Agreement pursuant to Section IV.B (2) and (3) of this Agreement will be resolved as set forth in Section V below.

4. **Financial Instability.** 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, 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.

5. **Termination after Amendment.** This Agreement may terminate as provided in Section IV.E below and in any amendments to this Agreement.

C. Termination of Individual Medical Group Provider.

Termination with Cause. Regence BCBSO may immediately upon written notice terminate an individual Medical Group Provider's participation if:

1. Regence BCBSO makes a good faith determination that continuation of such Medical Group Provider's continued participation will result in the substantial risk of imminent harm to Member welfare;
2. Medical Group Provider's state licensure or certification is terminated, suspended or restricted;
3. Medical Group Provider makes any material misstatements or omissions on any claims or documents it submits to Payor;
4. Medical Group Provider fails to comply with Regence BCBSO's Credentialing or Recredentialing activities, practices or procedures.

5. Medical Group Provider is suspended or expelled from Medicare, Medicaid or other government programs.

D. Survival of Rights and Obligations. The rights and obligations arising and accruing to the parties prior to termination of this Agreement will survive its termination. Medical Group and Regence BCBSO will continue to perform as if this Agreement were in effect for a period of twelve (12) months after termination. Regence BCBSO will make a good faith effort to direct Members to other Participating Providers upon termination of this Agreement.

E. Amendment. If state or federal laws or regulations change and affect any provisions of this Agreement, this Agreement will be deemed amended to conform with those changes the date the law or regulation becomes effective. Regence BCBSO will use its best efforts to give Medical Group and/or Medical Group Provider thirty (30) days prior written notice of such changes.

Regence BCBSO may amend this Agreement at any time by sending the amendment in writing to the Medical Group at least sixty (60) days in advance of the amendment's effective date. Such amendment shall be deemed to be accepted unless Medical Group gives written notice of termination of the Agreement to Regence BCBSO at least thirty (30) days prior to the effective date of the amendment. No change or amendment to the Agreement is valid unless signed by an officer of Regence BCBSO.

V. DISPUTE RESOLUTION

A. Member Complaints. Medical Group and Medical Group Provider agrees to cooperate fully with Regence BCBSO in the investigation and resolution of Member complaints and grievances concerning Covered Services provided under this Agreement. Upon request, Medical Group and Medical Group Provider will furnish Regence BCBSO with a copy of its procedures for handling Member complaints.

B. Internal Provider Appeal Processes. Regence BCBSO shall maintain one or more internal provider appeal processes to adjudicate disputes that may arise between Medical Group and Medical Group Provider and Regence BCBSO. Regence BCBSO's internal provider appeal processes are set forth in the Administrative Manual, which is incorporated herein by reference. Unless otherwise indicated herein or in the Administrative Manual, Medical Group and Medical Group Provider must exhaust the applicable provider appeals process before initiating any of the post-appeal processes set forth herein.

If Medical Group and/or Medical Group Provider submits a dispute to the Provider Billing Dispute Appeal Process, and Regence BCBSO fails to timely render a decision based on the time frames described in the Administrative Manual, Medical Group and Medical Group Provider may bypass the Provider Billing Dispute Appeal Process and proceed directly to one or more of the post-appeal processes described below.

C. Post Appeal Processes. If, after the exhaustion of the applicable internal provider appeal process, either party is dissatisfied with the outcome of the internal provider appeal and wants to further dispute the issue(s), the disputed issue(s) must be submitted to one or more of the processes as described below. Any prerequisites to initiating one of the processes described below must be met before the process can be initiated.

1. **Binding External Review.** For disputes that have exhausted the Provider Billing Dispute and Medical Necessity/Investigational Procedure Appeal Process, Medical Group and Medical Group Provider may elect to resolve the disputed issue(s) by binding external review, if certain conditions are met. In all cases, if a dispute is submitted to external

review, the decision of the external reviewer is binding and the final decision on the disputed issue. Disputes submitted to external review shall not be submitted to mediation or arbitration as provided herein. A description of the external review process and any prerequisites to initiating the external review process can be found in the Administrative Manual. Disputes that do not meet the criteria to be submitted to binding external review may be submitted to binding external review only upon mutual written agreement of the parties.

2. **Mandatory Non-Binding Mediation.** For disputes that have not been or cannot be submitted to external review, the disputed issue(s) must be submitted to mandatory non-binding mediation prior to seeking arbitration. Mandatory non-binding mediation must be requested within sixty (60) days following the date of Regence BCBSO's decision on Medical Group and Medical Group Provider's last internal provider appeal. Where Medical Group and Medical Group Provider is allowed to bypass the internal provider appeal process as provided herein, mandatory non-binding mediation must be requested within sixty (60) days from the last day Regence BCBSO has to timely respond to a dispute. Medical Group and Medical Group Provider and Regence BCBSO shall each bear their own costs of mediation and shall split equally the costs of the third-party mediator.
3. **Binding Arbitration.** If, after exhausting Regence BCBSO's internal provider appeals process and mandatory non-binding mediation, either party is still dissatisfied with the outcome and wants to further dispute the issue(s), the disputed issue(s) must be submitted to binding arbitration. Such arbitration must be initiated by making a written demand for arbitration on the other party. The demand for arbitration must identify all issues on which the party seeks arbitration, the contractual provisions on which the party relies, the amount in dispute and the relief requested

The arbitration shall be conducted within one hundred and fifty (150) miles of Medical Group and Medical Group Provider's principal office address where notices under the Agreement are sent, unless the parties mutually agree to conduct the arbitration in a different location. The parties agree that the dispute shall be submitted to one (1) arbitrator selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, they shall obtain a list of ten (10) possible arbitrators from a neutral source, such as the American Arbitration Association, and shall strike arbitrators from the list in turn, beginning with the party who won a coin toss, until only one arbitrator remains. The remaining arbitrator shall hear the dispute, unless either party shows such bias as would disqualify a judge from hearing the proceeding, in which case the arbitrator shall be the next to last name stricken. The parties shall share equally the fee of the arbitrator, excluding the filing fee, if any, incurred in commencement of the proceeding. The parties shall have the right to make substantive motions. The arbitrator shall be bound by applicable federal and state law and shall render a written decision within thirty (30) days of the hearing. The arbitrator shall award the prevailing party any applicable filing fees and arbitrator's fees paid by the prevailing party. The arbitrator also may award the prevailing party attorneys' fees and costs associated with the arbitration proceeding. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The parties agree that the joinder or consolidation of an arbitration proceeding under the Agreement with an arbitration of disputes or claims of any non-party to the Agreement is prohibited, regardless of the nature of the issues or disputes involved.

- D. **Failure to Timely Appeal.** If the disputing party (the party that demands or initiates the internal appeal, external review, mediation or arbitration) fails to demand or initiate an internal appeal, external review, mediation or arbitration as required by this Agreement and within the time frames prescribed in the Administrative Manual and this Agreement, Regence BCBSO's last determination on the disputed issue(s) shall be deemed final and binding. In addition, the disputed issue(s) shall be conclusively deemed to have been waived by the disputing party and

shall not be the subject of any further internal, external, judicial, or other dispute resolution process. Once the decision is deemed final, nothing in this Agreement shall prevent the prevailing party from pursuing remedies available to it, including without limitation a judicial remedy, to collect any amounts owed to it by the other party. Also, nothing in this Agreement shall prevent a party from asserting defenses, claims, causes of action or demands in response to an internal appeal, external review, mediation or arbitration initiated by the disputing party. This provision shall survive termination of this Agreement.

- E. Precedential Effect of Decisions.** The parties agree that any disputes that arise under this Agreement shall be considered independently and on their own merits without regard for any other determination made by a third-party through one of the post-appeal processes or by Regence BCBSO through the internal provider appeal process or otherwise. The parties agree that none of the determinations made under this Agreement through one of the dispute resolution processes described above shall be used as precedent for other disputes that may arise between Regence BCBSO and Medical Group and Medical Group Provider or between Regence BCBSO and any third-party. This provision shall survive termination of this Agreement.

VI. GENERAL PROVISIONS

- A. Assignment.** Any assignment of this Agreement by Medical Group will be void unless prior written approval is obtained from Regence BCBSO. Regence BCBSO may assign this Agreement to successor, affiliate or subsidiary organizations upon ninety (90) days prior written notice to Medical Group. In the event Medical Group objects to such assignment, Medical Group may terminate this Agreement by providing written notice of termination to Regence BCBSO within sixty (60) days after receiving notice of the assignment.
- B. Invalidity and Severability.** If any one or more provisions of this Agreement are declared to be invalid, illegal or unenforceable in any respect, such provision(s) will be deemed deleted from this Agreement and the remaining provisions will be construed liberally to give effect to the Agreement.
- C. Relationship of Parties.** None of the provisions of this Agreement is intended to create, nor shall it be deemed or construed to create, any relationship between Regence BCBSO and Medical Group other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties to this Agreement nor any of their respective employees, shall be construed to be the agent, employee, or representative of the other, or liable for any acts of omission or commission on the part of the other.
- D. Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any continuing or subsequent breach. No party will be deemed to have waived its rights under this Agreement unless the waiver is made in writing and signed by the waiving party's duly authorized representative.
- E. Changes to Member Agreements.** Payor may change, revise, modify or alter the form and/or content of any Member Agreement without prior approval and/or notice to Medical Group or Medical Group Providers.
- F. Affirmative Action and Equal Employment Opportunity.** Regence BCBSO and Medical Group will abide by all applicable Affirmative Action and Equal Employment Opportunity laws and regulations and will not discriminate in employment or otherwise on the basis of race, color, religion, age, sex, national origin or disability.

G. Notices and Communications Between the Parties.

The following provisions will apply to notices and communications between the parties to this Agreement:

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
 - c. all requests for arbitration.

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 Subsection 1 above) may be communicated via regular U.S. mail, confirmed facsimile, or electronic mail.

In addition, Regence BCBSO may notify Medical Group of policy changes, Administrative Manual changes, and other general communications through its Provider Web Site, as long as Regence BCBSO sends notice by U.S. mail, facsimile, or electronic mail (1) informing Medical Group that Regence BCBSO has published a policy change, Administrative Manual change, or other general communication on its Provider Web Site, and (2) directing Medical Group to the location of the policy change, Administrative Manual change, or other general communication on Regence BCBSO's Provider Web Site. Notice in this manner shall constitute notice under the Agreement.

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 Protected Health Information ("PHI") as defined under Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 201 et seq.), 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 is 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.

4. Address for Notices. Notices to Medical Group shall be sent to: (1) the facsimile or postal address of Medical Group's billing service location or any other revised postal address or facsimile provided by Medical Group to Regence BCBSO in writing; or (2) the electronic mail address designated by Medical Group for electronic notices. Notices to Regence BCBSO shall be sent to:

Regence BlueCross BlueShield of Oregon
Provider Network Development – M/S E7E

P.O. Box 1271
Portland, OR 97207-1271

or any revised address or facsimile provided to the Medical Group in writing. The facsimile, postal address, or electronic mail address for notices may be changed upon prior written notice to the other party.

5. When Made. For notices described under Subsection 1 above, the notice will be deemed to have been made on the date it was delivered. For notices and communications described under Subsection 2, the notice or communication will be deemed to have been made when sent or mailed.

H. Section Headings. The section headings appearing in this Agreement are not to be construed as interpretations of the text, but are inserted for convenience and reference of the reader only.

I. Indemnification. Medical Group agrees to indemnify, defend and hold harmless Regence BCBSO, its officers, directors, organized committees, agents and employees and their respective successors and assigns, from and against any and all claims, actions, causes of action, losses, liabilities, damages, costs and expenses, including, but not limited to reasonable attorneys' fees, arising out of or resulting from any acts, omissions or representations of Medical Group's respective employees, agents, representatives, contractors or other personnel, or any breach by Medical Group of any of the covenants or obligations of this Agreement; provided, however, in the event of any alleged improper medical treatment of a patient the foregoing duty to indemnify shall be (i) limited to any damages, awards or liabilities, including but not limited to judgments, settlements, attorneys' fees, court costs and any associated charges, incurred by reason of the negligent or intentional acts of Medical Group or Medical Group Provider or Medical Group or Medical Group Provider's employees and (ii) limited to claims for damages that are covered by Medical Group or Medical Group Provider's professional liability or other insurance.

Regence BCBSO agrees to indemnify, defend and hold harmless Medical Group and Medical Group's officers, directors, employees and agents from and against any and all claims, actions, causes of action, losses, liabilities, damages, costs and expenses, including but not limited to reasonable attorneys' fees, arising solely and exclusively out of (1) any acts, omissions or representations of Regence BCBSO or its employees, and (2) any breach by Regence BCBSO of any of its covenants or obligations under this Agreement.

J. Non-Exclusive. This Agreement is non-exclusive and does not prevent Regence BCBSO from contracting with other group or individual health care providers. This Agreement also does not prevent Medical Group or Medical Group Providers from contracting with other third party payors.

K. Trade Names, Services Marks & Trademarks. Medical Group and Medical Group Provider and Regence BCBSO acknowledge that the other party may be the exclusive owner or licensee of various trademarks, service marks, trade names, logos and symbols used from time to time by that party in connection with its business, and the good will associated therewith (collectively, "Marks"). Neither party shall have the right to use, and shall not use any Marks, or any confusingly similar names or marks, of the other party for advertising or marketing purposes, except as expressly authorized in writing by the other party. Except for Regence BCBSO's use of Medical Group and Medical Group Provider's name as allowed by this Agreement, each party shall submit any proposed advertisements or marketing materials that refer to, or in any way depict, the other party for approval by the other party in advance of publication.

L. Confidential Medical Records. Medical Group and Medical Group Providers and Regence BCBSO will keep confidential all medical records containing specific patient-identifying information, as required by law. Both parties will take all reasonable precautions and implement

mechanisms which guard against unauthorized or inadvertent disclosure to third parties of any and all confidential information required to be prepared and/or maintained under this Agreement.

- M. Terms of Agreement Confidential.** The terms of this Agreement are confidential and Medical Group shall not disclose them, except as explicitly provided in this Agreement or required by law. Nothing in this Agreement shall be construed to prohibit Medical Group or Medical Group Providers from disclosing to a Member the general methodology by which Medical Group and Medical Group Providers are compensated, provided no specific dollar amounts or other specific terms are mentioned.

Notwithstanding the above, Regence BCBSO may disclose to Participating Providers the information and data required to allow those Participating Providers to effectively manage the quality, care and cost of Members Regence BCBSO has attributed to them.

- N. Information Confidential and Proprietary to Regence BCBSO.** All information relating to Regence BCBSO and its Members will be considered confidential and proprietary. Such information includes but is not limited to the following:

1. Names, addresses and telephone numbers of Members and employer group employees responsible for health benefits and officers and directors of such employer groups.
2. Claims manuals and explanations, Administrative Manual, memoranda, fee information, financial arrangements, underwriting manuals, and medical policy guidelines.
3. Regence BCBSO's medical case management program and all documents relating thereto.
4. Information marked or designated by Regence BCBSO as confidential and proprietary.

Medical Group and Medical Group Provider will not disclose to any third party or use any confidential or proprietary information, including any Member's medical information, for its own benefit or gain either during the term of this Agreement or after this Agreement is terminated; provided, however, that (i) Medical Group and Medical Group Provider may use or disclose the name, address and telephone number or other medical information of a Member if necessary for the proper treatment of a Member or upon the prior written consent of Regence BCBSO or Member, as applicable under the circumstances, and (ii) nothing in this Agreement shall be construed as a restriction on Medical Group or Medical Group Provider's ability to treat or solicit a patient at the patient's request and expense following termination or non-renewal of this Agreement.

Upon termination of this Agreement, Medical Group and Medical Group Provider will return to Regence BCBSO all confidential and proprietary information in its possession in a manner specified by Regence BCBSO. Medical Group Provider will cooperate with Regence BCBSO in maintaining the confidentiality of confidential and proprietary information at all times.

- O. Agreement in Full.** This Agreement, with attachments, amendments, exhibits and those provisions incorporated by reference herein, is the entire understanding between the parties hereto and supersedes all previous agreements between the parties regarding the subject matter of this Agreement. Notice or consent of Members will not be required to effect modifications to this Agreement.

- P. Relationship to the Blue Cross and Blue Shield Association.** Medical Group acknowledges its understanding that this Agreement constitutes a contract between Medical Group and Regence BlueCross BlueShield of Oregon, that Regence BlueCross BlueShield of Oregon is an independent corporation operating under a license from the Blue Cross and Blue Shield

Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting Regence BlueCross BlueShield of Oregon to use the Blue Cross and Blue Shield Service Mark(s) in the State of Oregon and a portion of the State of Washington, and that Regence BlueCross BlueShield of Oregon is not contracting as the agent of the Association. Medical Group further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Regence BlueCross BlueShield of Oregon and that no person, entity or organization other than Regence BlueCross BlueShield of Oregon shall be held accountable or liable to Medical Group and/or Medical Group Provider for any of Regence BlueCross BlueShield of Oregon's obligations to Medical Group or Medical Group Provider created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Regence BlueCross BlueShield of Oregon other than those obligations created under other provisions of this Agreement.

- Q. Intent of the Parties.** It is the intent of the parties that this Agreement is to be effective only with regard to their rights and obligations with respect to each other; it is expressly not the intent of the parties to create any independent rights in any third party or to make any third party a third party beneficiary of this Agreement, except to the extent Regence BCBSO utilizes a designee, which in such event shall give rights only within the scope of such designation.
- R. Authority to Bind Medical Group Provider.** By executing this Agreement, Medical Group represents and warrants it has the authority to bind Medical Group Providers to the terms and conditions of this Agreement.
- S. Governing Law/Venue.** The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Oregon and other applicable state and federal law. In the event any legal proceedings are instituted between the parties arising out of this Agreement, such legal proceedings shall be subject to the terms set forth in Section V., Dispute Resolution above and instituted in the courts of the County of Multnomah, State of Oregon. Each of the parties agrees to submit to the jurisdiction of such courts.
- T. Disclosure of Rates to Members.** Notwithstanding any other provision of this Agreement to the contrary, either party may disclose to Members the Member's actual or estimated cost-sharing amount (e.g., copayment, deductible, and/or coinsurance) for a Covered Service to explain claims payment and to facilitate informed decisions regarding health care services use and cost. The parties understand that in some cases the cost-sharing amount may be equal to the allowed amount for services under this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement in duplicate original as of the date indicated below.

UNDER PENALTIES OF PERJURY, I (Medical Group) certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

CLACKAMAS COUNTY PUBLIC HEALTH

**REGENE BLUECROSS BLUESHIELD
OF OREGON**

Signature of Authorized Representative

Signature of Authorized Representative

(Please Print Name)

Shikha Gupta
Name

Name of Medical Group as it corresponds to this
Taxpayer Identification Number (Please print or type)

Vice President, Network Management
Title

Taxpayer Identification Number or Social Security
Number

Date

Medicare Number

National Provider Identifier Number

Date

EFFECTIVE DATE

Address

City State Zip Code

E-mail Address



COPY

M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

November 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment No. 1 between Clackamas County
and the Oregon Department of Transportation for Termination of Agreement
No. 28781 for OR 213, Harmony, Sunnyside Roads Sidewalk/Signal Improvements**

Purpose/Outcomes	This Amendment will terminate the Agreement funding the OR 213, Harmony Road and Sunnyside Road sidewalk and Intelligent Transportation System (ITS) improvements. The project scope will be incorporated into a future non-federal aid project titled "Southwest Connector Project" (CIP #30003).
Dollar Amount and Fiscal Impact	The project will eliminate \$1,500,000 in Federal Aid from this project, but will be moved to the Jennings Ave: OR 99E to Oatfield Road Project.
Funding Source	Federal Aid Surface Transportation Program (STP): \$1,500,000 County Match: \$171,682 (\$152,742 from Development Agency & \$18,940 from Road Fund)
Safety Impact	This project would have installed sidewalk and ADA improvements on OR 213 (82 nd Ave), Harmony Road and Sunnyside Road to provide important pedestrian connections and construct various signal improvements in the same area to complete an important communications gap. These improvements will be incorporated into the Southwest Connector Project.
Duration	Terminates the agreement in its entirety.
Previous Board Action	04/28/11: Execution of Agreement No. 27192 11/23/11: Execution of Agreement No. 27743 for Right of Way Services for subject project 05/09/13: Execution of Agreement No. 28781 (replaced and terminated Agreement No. 27192 in its entirety)
Contact Person	Joel Howie, Project Manager – DTD Engineering 503-742-4658

BACKGROUND:

In 2013, the County entered into an Agreement for the OR 213, Harmony Road and Sunnyside Road area sidewalk and signal improvements project. This project consists of constructing sidewalks and bike lanes accessing the OR 213/Harmony Rd/Sunnyside Rd intersection.

The Development Agency's Southwest Connector Project was conceived in 2014 to improve the safety and mobility of motorists, pedestrians and cyclists in the Clackamas Town Center area. The scope of the Southwest Connector overlaps with this project and it is desirable to defederalize this project and transfer the funds to the Jennings Ave: OR 99 to Oatfield Rd Project. The Jennings Ave: OR 99 to Oatfield Rd Project was awarded Federal Multimodal Transportation Enhance Program Funds, but is short funded by approximately \$1.5 million. With the reallocation of these funds, the Jennings Avenue project can be constructed.

This agreement terminates Agreement No. 28781 in its entirety. Within the next few months, a separate agreement for the use of these funds will be subsequently entered into as Agreement No. 31035 for the Jennings Ave: OR99 to Oatfield Rd Project.

This IGA has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves Amendment No. 1 with the Oregon Department of Transportation for the Termination of Agreement 28781 for OR 213, Harmony Road and Sunnyside Road sidewalk and ITS improvements.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Bezner". The signature is fluid and cursive, with the first name "Mike" and last name "Bezner" clearly distinguishable.

Mike Bezner, PE
Transportation Engineering Manager

**AMENDMENT NUMBER 01
TERMINATION
LOCAL AGENCY AGREEMENT
SURFACE TRANSPORTATION PROGRAM - URBAN
OR 213, Harmony, Sunnyside Roads Sidewalk/Signal Improvements**

The STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," entered into Agreement 28781 on June 4, 2013.

It has now been determined by State and Agency that the Agreement referenced above, shall be terminated in its entirety. The reason for this termination is as follows:

The Project is being de-federalized. All federal funds are being removed from this Project and transferred to the Jennings Ave: OR 99 to Oatfield Road Project (K# 19276). A separate agreement for the use of these funds will be subsequently entered into as Agreement No. 31035.

Agreement number 28781, Terms of Agreement, Paragraph 7 permits termination of the Agreement by mutual written consent of both Parties.

Agreement number 28781 with Agency is hereby terminated in its entirety upon execution of this Termination Agreement.

This Amendment may be executed in several counterparts (facsimile or otherwise) 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.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #15599) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

State/Agency
Agreement No. 28781-01

Clackamas County, by and through its
elected officials


By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By  _____
Agency Counsel

Date 11/6/15

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

By _____
District 2B Manager

Date _____

Agency Contact:

Joel Howie, Civil Engineering Supervisor
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4658
JHowie@co.clackamas.or.us

State Contact:

Mahasti Hastings,
Local Agency Liaison
Clackamas/Columbia Co
123 NW Flanders
Portland, OR 97209
(503) 731-8595
Mahasti.V.HASTINGS@odot.state.or.us

DRAFT

Approval of Previous Business Meeting Minutes:

October 29, 2015

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, October 29, 2015 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION

1. Presentation from the County Assessor Regarding the 2015 Property Tax Statements
Bob Vroman, Clackamas County Assessor gave a tour of the Assessment and Taxation web page: www.clackamas.us/at/ He explained upcoming town hall meetings, how to view tax statements on line, where/how to pay your taxes, deadlines, etc.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – spoke regarding property taxes, issues in Gladstone and Metro.
2. Len Kirschner, and Sue Gabriel, Sandy – when people use google maps and put in the address to the Sandy Transfer Station it directs folks to Ms. Gabriel's home.
Don Krupp stated Barb Cartmill will look into this issue and get back with a resolution.
3. Jose Hernandez, Milwaukie – spoke regarding Veterans services and tax exemption.
4. Mack Woods, Canby – spoke regarding Veterans.

III. PUBLIC HEARINGS

1. Board Order No. **2015-111** Accepting a Transfers of Jurisdiction from Clackamas County to the City of Happy Valley for a Portion of Vradenburg Road, County Road No. 1831
Rick Maxwell, Department of Transportation and Development presented the staff report.
Chair Ludlow opened the public hearing and asked if anyone wished to speak.

1. Michael Robinson, Attorney representing Scouters Mountain spoke in support.
Chair Ludlow asked if anyone else wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the Board Order accepting a transfer of jurisdiction from Clackamas County to the City of Happy Valley for a portion of Vradenburg Rd. County Road No. 1831.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

2. Resolution No. **2015-112** for a Clackamas County Supplemental Budget (Greater than 10%) for Fiscal Year 2015-2016

Diane Padilla, Budget Manager presented the staff report.

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

MOTION:

Commissioner Bernard: I move we approve the Resolution for a Clackamas County Supplemental Budget (Greater than 10%) for fiscal year 2015-2016.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Smith Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

IV. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title.

MOTION:

Commissioner Savas: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith Aye.

Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with Multnomah County for the Regional Older Adult Behavioral Health Coordinator – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with the City of Happy Valley for Reimbursement of Consultant Services Related to the Update to the 172nd – 190th Corridor Management Plan
2. Board Order No. **2015-113** Declaring a Portion of Otty Road to be County Road Number 3442

C. Finance Department

1. Resolution No. **2015-114** for a Clackamas County Supplemental Budget (Less than 10%) for Fiscal Year 2015-2016
2. Resolution No. **2015-115** for Clackamas County for Budgeting of New Specific Purposes Revenue for Fiscal Year 2015-2016
3. Resolution No. **2015-116** for Clackamas County for Transfer of Appropriations for Fiscal Year 2015-2016

D. Elected Officials

1. Approval of Fiscal Year 2015-2016 Services Contract between Clackamas County District Attorney's Office and the Children's Center of Clackamas County – *District Attorney*
2. Approval of an Intergovernmental Grant Agreement between the Clackamas County District Attorney's Office and the Department of Justice for the 2015 State Child Abuse Multidisciplinary Intervention Grant Program Award – *District Attorney*
3. Approval of 2015-2017 Victims of Crime Act and Criminal Fine Account Non-Competitive Program Grant for the District Attorney's Office - *District Attorney*

E. Public & Government Affairs

1. Board Order No. **2015-117** Approving an Extension of the Cable Television Franchise with Comcast of Oregon II, Inc. Comcast of Tualatin Valley, Inc. and Comcast of Illinois/Ohio/Oregon, LLC.

V. DEVELOPMENT AGENCY

1. Resolution No. **2015-118** Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way and Easements for the Otty Street Realignment Project and Authorizing Negotiation and Eminent Domain Actions

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:54 AM

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