



AGENDA

Thursday, June 20, 2013 - 6:00 PM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-48

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

II. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of Amendment No. 2 to a Professional Services Contract with Ballard Spahr LLP & Foster Pepper PLLC to provide On-Call Legal Services
2. Resolution 1900 Approving the Housing Authority's Fiscal Year 2013-2014 Budgets
3. Board Resolution No. 1901 Adopting Revisions to the Housing Authority's Section 8 Housing Choice Voucher (HCV) Program Administrative Plan
4. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of FY 2013

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

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

5. 1. First Reading of Ordinance No. _____ Adding Chapter 6.12 – Outdoor Mass Gatherings and Limited Gatherings to the Clackamas County Code and Declaring an Emergency (Mike McCallister and Lorraine Gonzales, Planning Department and Rhett Tatum, County Counsel)

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

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

- 6 1. Approval of Amendment No. 5 to the Intergovernmental Agreement with Multnomah County, for a Public Health Officer – *Public Health*
- 7 2. Approval of Amendment No. 2 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority, for the Foodborne Illness Prevention Program – *Public Health*
- 8 3. Approval of a Residential Treatment Services Agreement with ColumbiaCare Services, Inc. - *Behavioral Health*
- 9 4. Approval of a Professional Services Agreement with Iron Tribe for Peer Support Services – *Behavioral Health*
- 10 5. Approval of a Professional Services Agreement with Oregon Family Support Network for Family Partners - *Behavioral Health*
- 11 6. Approval of a Professional, Technical, and Consultant Service Agreement with Performance Health Technology, Ltd. for Third Party Claims Administration Services – *Behavioral Health*
- 12 7. Approval of an Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation of a Community Mental Health Program in Clackamas County – *Behavioral Health*
- 13 8. Approval of an Intergovernmental Agreement with City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
- 14 9. Approval of an Intergovernmental Agreement with Oregon Department of Transportation Public Transit Division to Purchase New Buses for the Mountain Express Bus Service - *Social Services*
- 15 10. Approval of an Intergovernmental Agreement with Oregon Department of Transportation Public Transit Division for Operations for the Mountain Express Bus Service - *Social Services*
- 16 11. Approval of an Intergovernmental Agreement with Oregon Department of Transportation Public Transit Division for Maintenance for the Mountain Express Bus Service - *Social Services*
- 17 12. Approval of an Agency Services Contract Agreement with Children's Center – *Children, Youth and Families*

B. Department of Transportation & Development

- 18 1. Approval of an Intergovernmental Agreement with Oak Lodge Sanitary District for the Bluff Road Improvement Project
- 19 2. Approval of Amendment No. 1 to an Intergovernmental Agreement with the City of Sandy for Plan Review Services and Inspection Coordination for the Sandy Waterline Installation
- 20 3. Approval of an Intergovernmental Agreement with Oregon Department of Transportation for the Oregon Transportation and Growth Management Program Grant to Develop a Clackamas County Active Transportation Plan

C. Finance Department

- 21 1. Resolution No. _____ Approval for Clackamas County for a Transfer of Appropriations for Fiscal Year 2012-2013
- 22 2. Approval of a Lease with Howard Cohn for the District Attorney Office

D. Juvenile Department

- 23 1. Approval of an Intergovernmental Agreement with Multnomah County to Purchase 14 Secure Detention Beds for Clackamas County Juvenile Department

VII. NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

- 24 1. Approval for Pioneer Park as the New Name for the Sunnyside Village Park #5 Property

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

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

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

June 20, 2013

Board of Commissioners
 Housing Authority of Clackamas County

Members of the Board:

Approval of Amendment No. 2 to a Professional Services Contract with Ballard Spahr LLP & Foster Pepper PLLC to provide On-Call Legal Services

Purpose/Outcomes	Amendment No. 2 is for a contract with Ballard Spahr LLP & Foster Pepper PLLC for legal services related to HUD Regulatory and Statutory guidance as well as bond, real estate and tax credit counsel.
Dollar Amount and Fiscal Impact	The maximum contract value is increased by \$100,000 to a revised contract value of \$300,000.
Funding Source	The Housing Authority – Cost Center and Local Projects. No County General Funds are involved.
Safety Impact	None
Duration	Effective June 16, 2011 and terminates on July 16, 2014
Previous Board Action	The original contract was approved by the Housing Authority Board of Commissioners on June 16, 2011.
Contact Person	Dan Potter, Interim Executive Director, Housing Authority – 650-3537
Contract No.	D001-11A

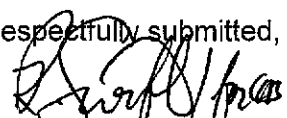
BACKGROUND:

Ballard Spahr LLP & Foster Pepper PLLC are legal counsel with an expertise in affordable housing and public housing authorities. Counsel provides legal expertise in support of Housing Authority activities, including but not limited to, disposition, project-based vouchers, and bond and tax credit compliance. Ballard Spahr LLP & Foster Pepper PLLC under this contract have supported HACC's public housing disposition efforts and represented HACC in the financing and closing for the renovation of Easton Ridge.

Amendment No. 2 increases the contract amount for legal services related to HUD Regulatory and Statutory compliance, Public Housing and Housing Choice Vouchers. Specific services anticipated are related to the use of existing Public Housing disposition funds as well as anticipated applications to HUD's Special Application Center for Public Housing disposition approvals. This contract amount will also support bond and tax credit counsel services for Easton Ridge through the end of construction. Amendment No.1 was for an extension of thirteen (13) months and was signed by H3S Director. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends Board approval of this amendment.

Respectfully submitted,

 Cindy Becker, Director

AMENDMENT #2

TO THE CONTRACT DOCUMENTS WITH
BALLARD SPAHR LLP & FOSTER PEPPER PLLC
FOR ON CALL LEGAL SERVICES

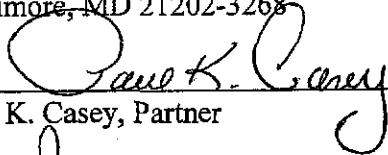
This Amendment, when signed by the Contractor and the Chair of the Housing Authority Board of Commissioners will become part of the contract documents (D001-11A), superseding the original to the applicable extent indicated.

SECTION II. - COMPENSATION

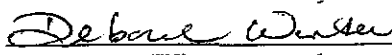
The maximum compensation authorized under this contract shall be \$300,000.

Ballard Spahr LLP
300 East Lombard Street
18th Floor
Baltimore, MD 21202-3268

Foster Pepper PLLC
1111 Third Avenue
Suite 3400
Seattle, WA 98101-3299



Paul K. Casey, Partner



Deborah S. Winter, Member

Date

June 10, 2013

Date

06/06/13

410-528-5694

Telephone

206-447-8976

Telephone

27-0583049

Tax ID Number

91-0606972

Tax ID Number

HOUSING AUTHORITY BOARD
OF COMMISSIONERS

John Ludlow, Chair

Date

COPY

2

Cindy Becker
 Director

June 20, 2013

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Resolution 1900 Approving the Housing Authority's FY 2013/2014 Budgets

Purpose/Outcomes	Approval of the Housing Authority's FY 2013/2014 Budgets
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	July 1st 2013- June 30th 2014
Previous Board Action	N/A
Contact Person	Dan Potter- Interim Director, Housing Authority 503-650-3537
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of Resolution 1900 for its fiscal year (FY) 2013/2014 Public Housing Budget. HACC also requests approval of its FY 2013/2014 Agency-Wide Budget.

As required by the U.S. Department of Housing and Urban Development (HUD), the Low Rent Public Housing budget is allocated by project. HACC has a total of five Public Housing projects. HUD requires that the Public Housing Budget have its own Board Resolution and Board certification.

The HACC 2013/2014 Agency-Wide budget meets the requirements set forth in HUD's Financial Management Handbook for Public Housing Authorities. The Budget is organized by HACC's six functions:

- Low Rent Public Housing (referred to as LRPH in the budget document)
- Section 8 Housing Choice Voucher Program (referred as Vouchers in the budget document)
- Local Projects (affordable and special needs housing, not including low rent Public Housing)
- Central Office (Administration)
- Development
- Programmatic Grants (referred to as Grants in the budget document)

By providing affordable housing, the Housing Authority's budget serves the County Commissioner's Strategic Plan Areas of Focus: "Keep Our Residents Safe, Healthy and Secure." Also, by setting performance measures and fiscal goals, HACC is working toward "Provide Financial Stability and Leadership."

RECCOMENDATION:

HACC recommends the approval of both Resolution 1900 adopting HACC's 2013/2014 Public Housing Budget; and the Agency-wide 2013/2014 Budget. Furthermore, HACC recommends approval for the Chair to sign HUD form 52574, Public Housing Authority Board Resolution Approving Operating Budget.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cindy Becker". The signature is written in a cursive, flowing style.

Cindy Becker, Director

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of Approving the Housing
Authority's 2013/2014 Public Housing
Operating Budget by Project

RESOLUTION NO. 1900

WHEREAS, the Housing Authority Board of
Commissioners has reviewed the Public Housing Operating Budget by Project for Fiscal Year
ending June 30, 2014 and

WHEREAS, they certify that all regulatory and statutory
requirements have been met and that the Housing Authority has sufficient operating reserves to
meet the working capital needs of its developments, that the budget expenditures are necessary in
the efficient and economical operation of its housing for the purposes of serving low-income
residents, and

WHEREAS, the budget indicates a source of funds
adequate to cover all proposed expenditures, and

WHEREAS, the calculation of eligibility for federal
funding is in accordance with the provisions of the regulations and that all proposed rental charges
and expenditures will be consistent with provisions of the law, and

WHEREAS, the Housing Authority will comply with the
wage requirements under 24 CFR 968.11 (e) or (f) or 24 CFR 905.120 (c) and (d), and

WHEREAS, the Housing Authority will comply with
requirements for the reexamination of family income and composition,

NOW THEREFORE, BE IT RESOLVED that the Housing
Authority of Clackamas County, Oregon Public Housing Operating Budget by Project is hereby
approved for submittal to the U.S. Department of Housing and Urban Development.

DATED this 20th day of June, 2013

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

John Ludlow, Chair

Recording Secretary

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 04/30/2018)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of Clackamas County PHA Code: OR001

PHA Fiscal Year Beginning: July 1, 2013 Board Resolution Number: 1900

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- Operating Budget for all projects approved by Board resolution on: _____
- Operating Budget submitted to HUD, if applicable, on: _____
- Operating Budget revision approved by Board resolution on: _____
- Operating Budget revision submitted to HUD, if applicable, on: _____

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: John Ludlow	Signature:	Date:
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Housing Authority of Clackamas County
Agency Wide
Budget FY 2013/2014

	Low Rent Public Housing	Vouchers	Local Projects	Central Office	Development	Grants	Total	FY 2013 6/30/2013 Projected
INCOME:								
Dwelling rent	1,355,079		277,562				1,632,641	1,630,981
Vacancy loss (3%)	(40,652)		(7,015)				(47,667)	(47,644)
Other tenant income	96,217		3,569				99,786	66,079
Operating subsidy	1,636,596	978,833				98,381	2,713,810	2,802,834
Housing assistance payments		10,642,710					10,642,710	10,861,439
Mgmt fees/Developer fees			4,567	426,553	0		431,120	809,868
Interest income	10,880	0	14,998	0	0		25,878	22,031
County contribution			90,960				90,960	90,960
Building rental income	13,077						13,077	13,229
Grant revenue	167,320		20,000	83,660	0	974,476	1,245,456	1,241,723
Other/Inkind	0	65,146	0	0	0	22,993	88,139	88,139
TOTAL REVENUE	3,238,517	11,686,689	404,641	510,213	0	1,095,850	16,935,910	17,579,639
ADMINISTRATIVE EXPENSE:								
Salaries	401,751	519,387	76,031	306,075	120,830	33,022	1,457,096	1,436,649
Employee benefits	247,382	321,771	43,307	173,055	65,325	20,318	871,158	823,426
Legal fees	8,187	10,320	1,030	13,547	1,917		35,001	17,001
Staff training/travel	8,332	5,012	500	2,224	931		16,999	35,000
Auditing fees	20,943	17,268	1,323	3,000	2,485		44,999	42,000
Other administrative expenses (4)	126,161	187,904	10,770	183,480	44,705		553,000	521,000
Consultant fees (performance audit)			0	45,000	0		45,000	-
Management fee expense	426,553	0	0	0	0	0	426,553	405,301
TOTAL ADMINISTRATIVE	1,239,309	1,061,662	132,961	726,361	236,173	53,340	3,449,806	3,280,377
TENANT SERVICES:								
Salaries	30,510	70,954				77,735	179,199	172,017
Benefits	21,535	36,988				52,474	110,997	103,346
Other	18,500	0	0	0	0	1,836	20,336	55,033
TOTAL TENANT SERVICES	70,545	107,942	0	0	0	132,045	310,532	330,396
UTILITIES:								
Water	139,769		2,828			1,697	144,094	144,482
Sewer	280,309		4,246			803	285,358	273,510
Electricity	109,183		2,684	6,915	0	1,720	120,502	113,900
Gas	41,683	0	785	2,113	0	0	44,581	43,271
TOTAL UTILITIES	570,944	0	10,343	9,028	0	4,220	594,535	575,163

Housing Authority of Clackamas County
Agency Wide
Budget FY 2013/2014

	Low Rent Public Housing	Vouchers	Local Projects	Central Office	Development	Grants	Total	FY 2013 6/30/2013 Projected
MAINTENANCE:								
Labor	545,676		29,656	7,912		1,000	584,244	576,116
Benefits	381,153		23,136	4,117		500	408,906	382,050
Materials	165,229		11,290	0		441	176,960	144,938
Garbage contracts	165,539		0	0		0	165,539	181,720
Other contracts	<u>191,700</u>	0	<u>50,037</u>	<u>4,606</u>	0	<u>12,528</u>	<u>258,871</u>	<u>232,049</u>
TOTAL MAINTENANCE	<u>1,449,297</u>	0	<u>114,119</u>	<u>16,635</u>	0	<u>14,469</u>	<u>1,594,520</u>	<u>1,516,873</u>
GENERAL EXPENSES:								
Insurance	91,557	11,555	8,271	1,922	100	0	113,405	105,522
Payment in Lieu of Taxes	70,837						70,837	80,320
Other/Extraord. Maint.	65,289	68,885	42,454			73,685	250,313	210,323
OPEB Accrual	<u>7,352</u>	<u>4,423</u>	<u>441</u>	<u>1,963</u>	<u>822</u>	0	<u>15,001</u>	<u>67,000</u>
TOTAL GENERAL EXPENSES	<u>235,035</u>	<u>84,863</u>	<u>51,166</u>	<u>3,885</u>	<u>922</u>	<u>73,685</u>	<u>449,556</u>	<u>463,165</u>
OTHER EXPENSES:								
Housing Assistance Payments		10,642,710				306,600	10,949,310	11,107,514
Mortgage Payments			43,184			0	43,184	43,184
Capital Expenditures	0	0	0	0	0	<u>511,491</u>	<u>511,491</u>	<u>523,363</u>
TOTAL OTHER EXPENSES	0	<u>10,642,710</u>	<u>43,184</u>	0	0	<u>818,091</u>	<u>11,503,985</u>	<u>11,674,061</u>
TOTAL EXPENSES	<u>3,565,130</u>	<u>11,897,177</u>	<u>351,773</u>	<u>755,909</u>	<u>237,095</u>	<u>1,095,850</u>	<u>17,902,934</u>	<u>17,840,035</u>
OPERATING SURPLUS(DEFICIT)	<u>(326,613) (2)</u>	<u>(210,488) (2)</u>	<u>52,868</u>	<u>(245,696)</u>	<u>(237,095) (3)</u>	0	<u>(967,024)</u>	<u>(260,396)</u>
Estimated Unrestricted								
Reserves at 06/30/2013	2,062,788 (1)	0	3,272,454	0	193,333	0	5,528,574	
Less Deficit	<u>(326,613)</u>		<u>(640,411)</u>				<u>(967,024)</u>	
Reserves at 6/30/2014	1,736,175		<u>2,632,043</u>		<u>193,333</u>		<u>4,561,550</u>	
Estimated Restricted								
Reserves at 06/30/2013	2,678,532	522,197	0	0	0	0	3,200,729	
FTE's at 2/28/2013	19.0	12.0	2.0	5.0	2.0	1.5	41.5	

(1) Restricted to Public Housing Operations

(2) Primarily due to sequestration

(3) Due to no cash development fee this year

(4) ie. phone, postage, office supplies, county allocations

Housing Authority of Clackamas County

Public Housing by Project

Budget FY 2013/2014

	Clack Hghts	OCVM	Scattrd Sites	Hillsd Park	Hillsd Manor	Total
INCOME:						
Dwelling rent	200,742	183,593	411,837	255,320	303,588	1,355,080
Vacancy loss (3%)	(6,022)	(5,508)	(12,355)	(7,660)	(9,108)	(40,653)
Other tenant income	17,519	19,035	23,293	23,351	13,018	96,216
Operating subsidy	325,722	335,036	483,046	261,260	231,533	1,636,597
Interest income	1,898	1,840	3,590	1,745	1,807	10,880
Building rental income					13,077	13,077
Capital fund transfer	<u>30,620</u>	<u>30,620</u>	<u>44,842</u>	<u>30,620</u>	<u>30,620</u>	<u>167,322</u>
TOTAL REVENUE	<u>570,479</u>	<u>564,616</u>	<u>954,253</u>	<u>564,636</u>	<u>584,535</u>	<u>3,238,519</u>
ADMINISTRATIVE EXPENSE:						
Salaries	71,221	71,290	108,983	75,129	75,129	401,752
Employee benefits	44,592	44,640	68,873	44,639	44,639	247,383
Legal fees	1,498	1,498	2,194	1,498	1,498	8,186
Staff training/travel	1,570	1,570	2,465	1,364	1,364	8,333
Auditing fees	3,833	3,833	5,613	3,833	3,833	20,945
Other administrative expenses	23,214	23,238	33,234	23,238	23,238	126,162
Management fees	<u>78,091</u>	<u>78,091</u>	<u>114,189</u>	<u>78,091</u>	<u>78,091</u>	<u>426,553</u>
TOTAL ADMINISTRATIVE	<u>224,019</u>	<u>224,160</u>	<u>335,551</u>	<u>227,792</u>	<u>227,792</u>	<u>1,239,314</u>
TENANT SERVICES:						
Salaries	5,609	5,609	8,076	5,609	5,609	30,512
Benefits	3,959	3,959	5,700	3,959	3,959	21,536
Other	<u>4,000</u>	<u>4,000</u>	<u>2,500</u>	<u>4,000</u>	<u>4,000</u>	<u>18,500</u>
TOTAL TENANT SERVICES	<u>13,568</u>	<u>13,568</u>	<u>16,276</u>	<u>13,568</u>	<u>13,568</u>	<u>70,548</u>
UTILITIES:						
Water	31,939	33,634	43,460	18,925	11,811	139,769
Sewer	56,988	57,588	71,465	50,787	43,481	280,309
Electricity	15,550	7,619	2,617	6,281	77,116	109,183
Gas	<u>1,492</u>	<u>902</u>	<u>3,293</u>	<u>1,499</u>	<u>34,497</u>	<u>41,683</u>
TOTAL UTILITIES	<u>105,969</u>	<u>99,743</u>	<u>120,835</u>	<u>77,492</u>	<u>166,905</u>	<u>570,944</u>
MAINTENANCE:						
Labor	96,150	103,984	181,454	82,678	81,401	545,667
Benefits	70,168	74,245	133,412	53,208	50,120	381,153
Materials	34,037	25,776	55,021	32,715	17,680	165,229
Garbage contracts	36,074	31,734	57,765	31,537	8,429	165,539
Other contracts	<u>16,103</u>	<u>19,745</u>	<u>86,648</u>	<u>26,071</u>	<u>43,132</u>	<u>191,699</u>
TOTAL MAINTENANCE	<u>252,532</u>	<u>255,484</u>	<u>514,300</u>	<u>226,209</u>	<u>200,762</u>	<u>1,449,287</u>
GENERAL EXPENSES:						
Insurance	16,269	15,395	27,711	14,220	17,962	91,557
PILOT	9,450	8,758	24,420	15,190	13,019	70,837
Extraordinary Maintenance	0	0	0	0	0	0
Collection loss/other	11,968	11,458	13,245	13,591	15,032	65,294

Housing Authority of Clackamas County

Public Housing by Project

Budget FY 2013/2014

	<u>Clack Hghts</u>	<u>OCVM</u>	<u>Scattrd Sites</u>	<u>Hillsd Park</u>	<u>Hillsd Manor</u>	<u>Total</u>
OPEB accrual	<u>1,385</u>	<u>1,385</u>	<u>2,175</u>	<u>1,203</u>	<u>1,203</u>	<u>7,351</u>
TOTAL GENERAL EXPENSES	<u>39,072</u>	<u>36,996</u>	<u>67,551</u>	<u>44,204</u>	<u>47,216</u>	<u>235,039</u>
TOTAL EXPENSES	<u>635,160</u>	<u>629,951</u>	<u>1,054,513</u>	<u>589,265</u>	<u>656,243</u>	<u>3,565,132</u>
OPERATING SURPLUS(DEFICIT)	<u>(64,681)</u>	<u>(65,335)</u>	<u>(100,260)</u>	<u>(24,629)</u>	<u>(71,708)</u>	<u>(326,613)</u>

June 20th, 2013

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Board Resolution No. 1901 Adopting Revisions to the Housing Authority's Section 8 Housing Choice Voucher (HCV) Program Administrative Plan

Purpose/Outcomes	Revise HCV Administrative Plan Policy to reduce Program costs due to Sequestration funding cuts of \$640,000 in rental assistance grant and \$125,000 in administrative funding.
Dollar Amount and Fiscal Impact	
Funding Source	Federal Grant
Safety Impact	None
Duration	Effective July 1, 2013
Previous Board Action	Approval of Revised Administrative Plan (October 1, 2012)
Contact Person	Dan Potter- Interim Director, Housing Authority 503-650-3537
Contract No.	NA

BACKGROUND:

The Housing Authority of Clackamas County (HACC), under the direction of the Department Health, Housing and Human Services, requests approval of Resolution No. 1901, which authorizes policy changes to the Section 8 Housing Choice Voucher (Section 8) Administrative Plan (Admin Plan). The Admin Plan is a Federally required document that outlines mandated and discretionary policy to be enforced by HACC in the administration of the Section 8 Program. These policy changes are necessitated by Congressional Sequestration.

HACC is receiving a \$640,000 reduction in Federal Grant funds that directly pay rental subsidies to low income families and a \$125,000 reduction in administrative funding to pay staff to operate the Section 8 Program. HACC considered three options:

1. Stop administering the Section 8 program which currently serves 1,630 families with a grant budget of \$11,000,000. \$10,000,000 of the grant goes directly to approximately 700 private landlords in Clackamas County. HUD would have to work with adjacent Housing Authorities to determine who would administer voucher responsibility for Clackamas County.
2. Stop serving 130 families immediately which would reduce our annual subsidy by the funding amount of \$640,000. This would require immediately terminating assistance to families and rental assistance payments to landlords. Administrative fee reductions would be absorbed with local project reserve funds.
3. Make a series of policy changes that reduce overall rental subsidies for all families served and subsidize operations with local project funds. This option requires all subsidized families to pay more out of pocket income towards rent but allows HACC to continue to serve 1,630 low income families. This option spreads the impact.

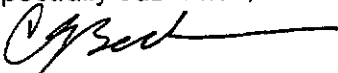
HACC has determined that option 3 is the best response to Sequestration. The resulting changes to policy will reduce rental subsidies by a total of \$640,000. Attached to the Staff Report is a summary

of the policy changes being adopted and forecasted savings attached to each revised policy. HACC is required to get Board approval of discretionary policy that is considered a significant change. HACC reviewed these changes with the Resident Advisory Board on January 15, 2013 and had a 45 day public comment period January 23 - March 8 during its Annual Plan process.

RECOMMENDATION:

Staff recommends the Board approve Resolution No. 1901 which approves the revised Admin Plan incorporating policy change in option three described above.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Becker", with a long horizontal flourish extending to the right.

Cindy Becker, Director

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of Approving the Housing
Authority's Revised 2013 Section 8 Housing
Choice Voucher Administrative Plan

RESOLUTION NO. 1901

WHEREAS, the Housing Authority submitted its proposed policy changes to the Administrative Plan to the Resident Advisory Board on January 15, 2013 and

WHEREAS, the proposed policy changes to the Administrative Plan were put on Public Review January 23rd through March 8, 2013 and

WHEREAS, the Board approved the Annual Plan which notifies the U.S. Department of Urban Development (HUD) of the proposed policy changes to its Administrative Plan, and

WHEREAS, the Congressional Sequestration has cut funding to the Section 8 Housing Choice Voucher Program by almost \$800,000 annually that is forcing the Housing Authority to find cost savings through policy revisions, reductions to the subsidy standards and payment standards, and reductions to vouchers issued, and

WHEREAS, the Housing Authority's revised policies are in compliance with Federal regulations 24 CFR Part 5, Part 8 and Part 982, and

WHEREAS, the Housing Authority will comply with requirements for the reexamination of family income and composition,

NOW THEREFORE, BE IT RESOLVED that the Housing Authority of Clackamas County, Oregon Section 8 Housing Choice Voucher Program Administrative Plan revisions submitted this day are hereby approved for submittal to the U.S. Department of Housing and Urban Development.

DATED this 20th day of June, 2013

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

John Ludlow, Chair

Recording Secretary

Section 8 Housing Choice Voucher Program Summary of Policy Changes

Policy Decision:	Savings
1. Drop lease up to 95% until all changes in policy lead to full savings: a. 100% lease up serves 1,630 families b. 95% lease up serves 1,548 families or not serving 82 families c. At 97% lease up today and will take couple of months to drop to 95% d. Duration of reduction served is short term (6 months at 95%)	(\$260,000)
2. Lower Payment Standards (Per Chapter 6 and 16) a. Overall 3% reduction (range 2%-8% reduction) b. Less rental assistance paid. More out of pocket for most families. i. Impacts families at MOVE this year. ii. Approve permission for waiver request to impact all families immediately at annual. Otherwise this savings impact will not occur until the second year due to regulatory requirements.	(\$220,000)
3. New Minimum Rent of \$50 with hardship provisions. (6-III.A) a. Hardships will be administrative flood and harsh realities.	(\$50,000)
4. Tighten Occupancy – 2 per bedroom (5-II.B) a. Client's rents will be impacted at their annual certification b. Exceptions to the 2 per bedroom are very limited c. Some families may need to move d. Reasonable Accommodations reexamined	(\$30,000)
5. Eliminate Double Subsidy (10-I.C) a. Client's must plan move out at end of the month b. Client fully responsible for rent until subsidy ends with old landlord	(\$60,000)
6. Request waiver to not allow clients to move out of the County (Porting) which requires HACC to pay the receiving Housing Authority 80% administrative fee.	(\$10,000)
7. Smaller Administrative Changes: a. Increase Self-Certification of Landlord Repairs (8-II.F) b. Fixed Income Families Annual Certification Streamlined (7-I.A.) c. Self Certification of assets under \$5,000 (6-I.G) d. Reasonable Accommodation payment standard range not to exceed 120% (6-III.C) e. Child taken from home in excess of 180 days triggers reduction in subsidy standard (3-I.L) f. Adopting Federal Policy as recommended for LIHTC rent reasonableness (8-III.B) g. Updating policies addressing Veteran Vouchers regulations (All) h. Updating policy for changes in leasing procedures (9-I.H) i. Interim reporting requirements revised to trigger reduction in rent subsidy (11-II.D)	(\$10,000)
TOTAL SAVINGS WITH POLICY CHANGES	(\$640,000)

COPY

4

Cindy Becker
 Director

June 20, 2013

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
Fourth Quarter of Fiscal Year 2013

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2013.
Dollar Amount and Fiscal Impact	\$14,243.90 in total collection losses.
Funding Source	N/A
Safety Impact	N/A
Duration	(April 1, 2013 – June 30, 2013)
Previous Board Action	Third quarter collection losses were approved by the Housing Authority Board of Commissioners.
Contact Person	Dan Potter- Interim Director, Housing Authority 503-650-3537
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2013 (April 1, 2013 – June 30, 2013). The uncollectible amounts are detailed on the attached worksheets.

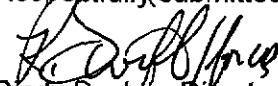
Uncollectible amounts for the fourth quarter of fiscal year 2013 will be \$12,907.67 for Low Rent Public Housing, and \$1,336.23 for Clackamas Apartments. Of the total fourth quarter write offs, \$11,115.82 was for uncollected rents and \$3,128.08 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the fourth quarter of fiscal year 2013 will be \$14,243.90. Total collection losses for fiscal year 2012 were \$54,022.81.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,


 Cindy Becker, Director

Clackamas
Apts

Collection Loss for the period of

4/1/2013

to

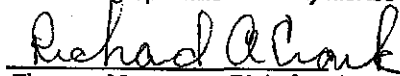
6/30/2013

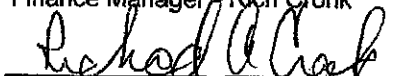
Fourth Quarter of Fiscal Year 2013

Unit #	SS #	Name	Rent	Sundry	Total
25106-1	xxx-xx-5068	Patrick Schreiber	130.40	1,205.83	\$ 1,336.23
					\$ -
					\$ -
					\$ -

Total Write-off	130.40	1,205.83	1,336.23
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Accounting Specialist 1 - Betty McKee


Finance Manager - Rich Cronk


Executive Director - Daniel F. Potter *DP*



5

MIKE McCALLISTER
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

STAFF REPORT

June 20, 2013

Board of County Commissioners
Clackamas County

Members of the Board: Chair John Ludlow, Commissioner Jim Bernard, Commissioner Paul Savas, Commissioner Martha Schrader, Commissioner Tootie Smith

Addition of Chapter 6.12 to the Clackamas County Code to consider amendments to regulate Outdoor Mass Gatherings and Limited Gatherings.

Purpose/Outcome	An ordinance to add Chapter 6.12 in the Clackamas County Code to regulate Outdoor Mass Gatherings (gatherings of more than 3,000 persons) in compliance with the requirements of Oregon Revised Statutes 433.735.770 and Oregon Administrative Rules Chapter 333, Division 039, and to regulate Limited Gatherings (gathering of more than 300 persons)
Dollar Amount and Fiscal Impact	The Code Amendment is included in the Planning and Zoning Division work program for 2012-2013.
Funding Source	Permit fees will be considered to cover costs of processing permits for gatherings.
Safety Impact	The purpose of the code is adopt regulations to facilitate a transparent, coordinated review process to authorize gatherings in order to ensure the safety, health, and welfare of the surrounding community, participants and organizers.
Duration	Permanent adoption to the Clackamas County Code
Previous Board Action/Review	A Study Session with the Board of County Commissioners was held on Tuesday, June 11, 2013. The BCC directed staff to proceed with a public hearing as soon as possible.
Contact Person	Mike McCallister, Planning Director (503) 742-4522 and Lorraine Gonzales, Senior Planner (503) 742-4541
Contract No.	

BACKGROUND:

In the past several years a number of mass gatherings (often electronic music festivals or "raves") have been held or attempted to be held in Clackamas County. The Planning staff was given direction by the BCC to research and develop code language to address Outdoor Mass Gatherings. Currently Outdoor Mass Gatherings, which are defined as an assembly of more than 3,000 persons, are regulated under State law (ORS 433.735 – 433.770) and all health and safety rules associated with Outdoor Mass Gatherings are governed by the Oregon Administrative Rules. Gatherings of less than 3,000 persons are not regulated by state law and may or may not be regulated under the County Zoning and Development Ordinance.

The proposed code amendments will implement current state law which regulates mass gatherings, into the County Code and tailor the process to include more specific review, public notice, agency coordination, decision making and public hearing procedures.

In addition to adopting state laws governing Outdoor Mass Gatherings, the proposed code would regulate other gatherings of less than 3,000 persons (referred to as Limited Gatherings). These amendments are being considered because Limited Gatherings have the potential to create impacts similar to Outdoor Mass Gatherings. The proposed standards regulate Limited Gatherings for those multiday assemblies that have an attendance greater than 300 persons, or assemblies of any duration that have an attendance greater than 500 persons. The proposed amendments for Outdoor Mass Gatherings and Limited Gatherings would establish approval standards and criteria to ensure minimum health, safety and welfare issues are adequately addressed. The amendments are intended to provide a clear and transparent path for permitting these types of events for the event organizers, County, public and service district providers. The proposed amendments include a list of exemptions for certain gatherings that do not generate health, safety and welfare issues and grant the Planning Director discretion to modify the requirements to fit the anticipated impacts of the Gathering.

RECOMMENDATION:

The Planning and Zoning Division respectfully request approval of amendments to the County Code to address Outdoor Mass Gatherings and limited gatherings.

Respectfully submitted,

Mike McCallister, Planning Director
Planning & Zoning Division
Department of Transportation and Development

An Ordinance Adding Chapter 6.12 – Outdoor Mass Gatherings and Limited Gatherings to the Clackamas County Code and Declaring an Emergency

WHEREAS, in the past a number of large gatherings have been planned for Clackamas County, generally in summer months; and

WHEREAS, if not regulated these events pose a threat to the surrounding community, their attendees, county resources and infrastructure, and the land; and

WHEREAS, the threat posed by gatherings larger than three hundred people is a matter of county concern and ORS 433.735 through ORS 733.770 specifically empower the county to regulate Outdoor Mass Gatherings and Extended Outdoor Mass Gatherings; and

WHEREAS, the County only has limited authority to regulate events that are not Outdoor Mass Gatherings or Extended Outdoor Mass Gatherings and no formal process for regulating Outdoor Mass Gatherings or Extended Outdoor Mass Gatherings; and

WHEREAS, the Board of County Commissioners directed the Planning Director to prepare an amendment to the Clackamas County Code regulating large gatherings; and

WHEREAS, after consultation with the community and other interested stakeholders, the Planning Director prepared a new chapter addressing these gatherings; and

WHEREAS, because this new chapter is necessary to regulate events likely to occur during the coming summer months, the absence of regulations has created an emergency; now therefore

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: This ordinance is necessary to meet an emergency.

Section 2: Chapter 6.12, shown in Exhibit A and hereto attached, is added to the Clackamas County Code.

Section 3: This ordinance shall be effective immediately upon adoption.

ADOPTED this 11th day of July, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

OUTDOOR MASS GATHERINGS AND LIMITED GATHERINGS TABLE

TYPE	# of Participants	Duration	# of Events (w/ Calendar Year)	Review Process
Extended Outdoor Mass Gathering (EOMG)	Greater than 3,000	120 hours or more [5 days or more]	1 per 3 months	OMG Permit Land Use Review Planning Commission (PC)
Outdoor Mass Gathering (OMG)	Greater than 3,000	More than 24 and up to 120 hours [up to 5 days]	1 per 3 months	OMG Permit Board of County Commissioners (BCC)
Limited Gathering (LG)	300 to 500 ----- Over 500 but, not qualifying as a Extended Outdoor Mass Gathering or Outdoor Mass Gathering	More than 24 and up to 120 hours [5 days] ----- Up to 120 hours [5 days]	1 per 3 months	Permit or Registration Planning Director

**** All other gatherings that exceed the above regulations may require a Land Use Review and are subject to review by the Planning Director to determine the appropriate review process****

Chapter 6.12 - OUTDOOR MASS GATHERINGS AND LIMITED GATHERINGS

Subtitles:

6.12.010	Purpose
6.12.020	Definitions
6.12.030	Permit requirements
6.12.040	Prohibitions
6.12.050	Exemptions
6.12.060	Permit fees
6.12.070	General application requirements
6.12.080	Application submittal deadlines
6.12.090	Notice requirements
6.12.100	Review & appeal procedures
6.12.110	Approval Criteria
6.12.120	Contact, insurance and clean-up requirements
6.12.130	Inspection Requirements
6.12.140	Enforcement

6.12.010 Purpose

The purpose of this chapter is to allow Gatherings while protecting the health, safety and welfare of the surrounding community, participants and organizers of the Gatherings.

6.12.020 Definitions

For the purposes of this title, unless otherwise apparent from the context, certain words and phrases used in this title are defined as follows and where appropriate shall include their plural form:

- A. ADEQUATE means that the requirement:
 - 1. accommodates the number of persons reasonably anticipated to attend the Gathering for the duration of the Gathering;
 - 2. meets the standards required for that level of Gathering; and
 - 3. accommodates the location and nature of the Gathering.
- B. APPLICANT means a person who seeks a permit authorizing a Gathering.
- C. COUNTY OFFICIAL means any employee of Clackamas County, whether elected, employed, or appointed, conducting official business on behalf of Clackamas County.
- D. EXTENDED OUTDOOR MASS GATHERING (EOMG) means an actual or reasonably anticipated assembly of more than 3,000 persons, which continues, or can reasonably be expected to continue, for more than 120 hours (more than five days) within any three-month period and any primarily held in open spaces.
- E. GATHERING means an Extended Outdoor Mass Gathering, an Outdoor Mass Gathering or a Limited Gathering. The determination of whether a Gathering is an Extended Outdoor Mass Gathering, an Outdoor Mass Gathering, or a Limited Gathering shall be based on the actual or reasonably anticipated number of persons assembled at the event site at any one time including

persons waiting for admission to the event site. The duration shall be based on the earlier of when the first attendee can or is anticipated to arrive at the Gathering and when the last attendee has left the Gathering.

- F. LIMITED GATHERING means a Gathering that does not qualify as an Extended Outdoor Mass Gathering or an Outdoor Mass Gathering and:
 - 1. Is an actual or reasonably anticipated assembly of more than 300 persons which continues or can reasonably be expected to continue for more than twenty-four hours but up to 120 hours (five days); or
 - 2. Is an actual or reasonably anticipated assembly of more than 500 persons which continues or can reasonably be expected to continue for up to 120 hours (five days).
- G. ORGANIZER includes any person who holds, stages, sponsors, promotes, organizes, or advertises a Gathering. Organizer also includes the applicant for a permit under this title, the owner, lessee, possessor, or lessor of the real property upon which the Gathering is to take place and the agent designated to conduct the Gathering.
- H. OUTDOOR MASS GATHERING (OMG) means an actual or reasonably anticipated assembly of more than 3,000 persons, which continues or can reasonably be expected to continue for more than twenty-four consecutive hours but less than 120 hours (five days), within any three-month period and which is held primarily in open spaces and not in any permanent structure.
- I. OWNER includes the owner, lessee, or possessor of the real property upon which the Gathering is to take place.
- J. PERSON, for purposes other than determining attendance at a Gathering, means any individual or group of individuals, corporation, partnership, or organization. For purposes of determining attendance at a Gathering, "person" means an individual regardless of age.
- K. PLANNING COMMISSION means the Clackamas County Planning Commission.
- L. PLANNING DIRECTOR means the director of the Clackamas County Planning and Zoning Division.
- M. PUBLIC HEALTH SERVICES means the Clackamas County Public Health Division employees and representatives thereof.
- N. SHERIFF means the Sheriff of Clackamas County or the Sheriff's designee.
- O. TEMPORARY STRUCTURE includes tents, trailers, portable chemical toilet facilities, stages, concession booths and other similar structures customarily erected or sited for temporary use and removed after a Gathering.

6.12.030 Permit requirements

- A. A permit is required to hold, conduct, advertise or otherwise promote any Gathering.
- B. Each Gathering shall require a separate permit.

6.12.040 Prohibitions

- A. A permit issued under this title shall not allow the construction of any permanent structures or allow for any other permanent physical alterations to or on the real property where the Gathering will be held.
- B. Structures or parking associated with the Gathering shall not be located off-site.

6.12.050 Exemptions

This chapter shall not apply to:

- A. Any normal and customary activity or program that takes place on property lawfully developed with a school, church or other institutional use.
- B. Any Gathering under the auspices of any local, state or federal agency conducted in response to an emergency or to conduct training to meet such emergencies.
- C. Any Gathering in a local, county, or regional park authorized by the ~~park-district~~regulating authority.
- D. Any Gatherings conducted on federal or state lands that are authorized by the state or federal regulating authority.
- E. Any Gathering approved under the Clackamas County Zoning Development Ordinance except as required for an Extended Outdoor Mass Gathering.
- F. Any Gathering that is allowed as a permitted use in the underlying zoning district.
- G. Any Gathering where the Planning Director, in his or her discretion and in consultation with the Sheriff, County Health Department and other affected agencies, determines that there are no significant health, safety and welfare issues.

6.12.060 Permit fees

- A. The permit fee for a Gathering shall be set by the Board of County Commissioners.
- B. The permit fee shall be paid by the organizer upon filing the application with the Planning and Zoning Division.
- C. An additional deposit fee may be required for Gatherings to cover the costs of services by the Sheriff, Fire District, Health Department and Oregon Department of Forestry in response to alleged violations of the permit or other violations of the law. If violations do not occur as a result of the event then the deposit is reimbursed to the applicant.
- D. The Planning Director or Board of County Commissioners may reduce or waive fees upon a showing of just cause to do so.

6.12.070 General application requirements

- A. The following information shall be submitted for all Gatherings on forms provided by the County:
 - 1. Name, address, phone numbers and email of all owners and organizers.
 - 2. The name and contact information for the designated contact person who has decision making authority and will be present at the Gathering site at all times.
 - 3. Map number and address of all the properties proposed for use as part of the Gathering, including any property used for parking, staging of equipment and supplies.
 - 4. Beginning and end dates of the Gathering, including set-up and clean-up days.
 - 5. Hours of operation for the Gathering.
 - 6. The reasonably anticipated total event count, daily attendance, and peak attendance.
 - 7. Description of planned Gathering activities.
 - 8. A detailed site plan map showing the existing and temporary structures, activity areas, stages, driveway access, parking and circulation areas.

9. Information necessary to demonstrate compliance with the applicable approval criteria for the type of proposed Gathering.
 10. Other appropriate information as the county may require to ensure compliance with this chapter.
 11. Application fee.
- B. The application shall be signed by the Applicants and all Owners.

6.12.080 Application submittal deadlines

- A. An application for an Extended Outdoor Mass Gathering or Outdoor Mass Gathering shall be submitted no less than 180 days prior to the date of the Gathering.
- B. An application for a Limited Gathering shall be submitted no less than ninety days prior to the Gathering unless a reduced time period is approved by the Planning Director based on the size and characteristics of the Gathering and anticipated time to process the permit.

6.12.090 Notice requirements

- A. Written notice of the Gathering shall be sent by mail at least thirty days prior to the public hearing or Planning Director decision to the following parties:
 1. All property owners of record within 500 feet of the subject property and any contiguous properties under the same ownership if the property is located within an urban growth boundary or within 2,000 feet of the subject property and any contiguous properties if the property is located outside an urban growth boundary.
 2. Recognized and active CPO, Hamlet or Village.
 3. Sheriff.
 4. County and State Health Departments.
 5. Local Fire District.
 6. County Department of Transportation and Development, Transportation Division.
 7. Oregon Department of Forestry.
 8. Oregon Liquor Control Commission if alcohol will be served or permitted onsite.
 9. Other affected service districts and agencies which may have jurisdiction over the Gathering, including the water district, sewer district, and the Oregon Department of Transportation.
- B. Notice of Extended Outdoor Mass Gatherings and Outdoor Mass Gathering shall be published in a newspaper of general circulation at least ten days prior to the public hearing.
- C. Notices of the hearings shall contain the following information:
 1. The date, time and place of the hearing, the application file number, and the staff representative and telephone number where additional information may be obtained.
 2. Identification of the organizers and owners, a description of the subject property by tax map designation of the County Assessor, the address of the property if available and approximate location on county roads.
 3. An explanation of the nature of the proposed Gathering which could be authorized by the decision.
 4. A list of the criteria from this code.

5. A statement that interested parties may appear and be heard and that failure to raise an issue by the close of the record at or following the final evidentiary hearing, in person or by letter, or failure to provide sufficient specificity to afford the Planning Commission or Board of County Commissioners an opportunity to respond to an issue may preclude appeal to the circuit court based on that issue.
6. A general explanation of the requirements for submission of testimony and the procedure for conduct of hearings.
7. A statement that the application, all documents and evidence relied upon by the applicant, and the applicable criteria are available for inspection at the Planning and Zoning Division at no cost and copies will be provided at a cost established by the Board of County Commissioners.
8. A statement that at least seven days prior to the hearing a copy of the staff report for the hearing will be available for inspection at the Planning and Zoning Division and copies will be provided at a cost established by the Board of County Commissioners.

6.12.100 Review and appeal procedures

- A. A Limited Gathering Permit shall be reviewed by the Planning Director. The Planning Director's decision to grant or deny the permit may be appealed to the Board of County Commissioners by any person. An appeal must be filed within seven days of the Planning Director's final decision. It is the Board of County Commissioner's discretion to hear or not hear the appeal. If the Board of County Commissioners does not hear the appeal, then the Planning Director's decision shall stand.
- B. An Outdoor Mass Gathering Permit shall be reviewed at a public hearing by the Board of County Commissioners.
- C. An Extended Outdoor Mass Gathering Permit shall be reviewed at a public hearing by the Planning Commission. The Planning Commission's decision to grant or deny the permit may be appealed to the Board of County Commissioners by the applicant or any person who attended or testified at the Planning Commission Hearing. The appeal must be filed within seven days of the Planning Commission's final decision. If no appeal is filed, the Board of County Commissioners may review the decision of the Planning Commission at its discretion. The Board of County Commissioners shall have twenty-one days to decide whether to review the decision of the Planning Commission.

6.12.110 Approval criteria

- A. Limited Gatherings: At a minimum, the applicant must provide evidence that for the duration of the Limited Gathering, the following agency and departmental standards will be met:
 1. Local and State Fire Districts
 - a. Provision of adequate fire protection, emergency vehicle access, fire fighting water supply, emergency medical personnel and facilities.
 - b. Provision of adequate wildfire protection, smoking areas, firefighting equipment, and supplies.
 2. Sheriff's Department

- a. Provision of adequate and approved security personnel.
 - b. Provision of adequate staff to direct and monitor traffic control.
 - c. Compliance with Chapter 6.05 - Noise Control.
3. County Engineering Division
 - a. Provision of adequate traffic safety monitoring staff, driveway access, traffic control plan and setup, drainage and erosion control.
 - b. Provision of adequate off-street parking and circulation.
 4. County and State Public Health
 - a. Provision of adequate facilities to accommodate sewage disposal such as portable chemical toilet facilities~~port-a-potties~~ or other approved sources.
 - b. Provision of adequate water supply, food and sanitary food services.
 5. County Sustainability Division
 - a. Provision of adequate refuse storage and disposal facilities.
 6. Oregon Liquor Control Commission (OLCC)
 - a. Compliance with the OLCC regulations if alcohol service is proposed.
 7. The Planning Director may, in his or her discretion, waive any of the requirements listed in Subtitle 6.12.110(A) if the requirement is not applicable to the nature of or activities associated with the approved Gathering.
- B. Outdoor Mass Gatherings: At a minimum, the applicant must provide evidence that for the duration of the Outdoor Mass Gathering, the standards provided for in OAR, Ch. 333, Div. 39 and the following agency and departmental standards will be met:
1. Local and State Fire Districts
 - a. Provision of adequate fire protection, emergency vehicle access, fire fighting water supply, emergency medical personnel and facilities.
 - b. Provision of adequate wildfire protection, smoking areas, firefighting equipment, and supplies.
 2. Sheriff's Department
 - a. Provision of adequate and approved security personnel.
 - b. Provision of adequate staff to direct and monitor traffic control.
 - c. Compliance with Chapter 6.05 - Noise Control.
 3. County Engineering Division
 - a. Provision of adequate traffic safety monitoring staff, driveway access, traffic control plan and setup, drainage and erosion control.
 - b. Provision of adequate off-street parking and circulation.
 4. County and State Public Health
 - a. Provision of adequate facilities to accommodate sewage disposal such as portable chemical toilet facilities~~port-a-potties~~ or other approved sources.
 - b. Provision of adequate water supply, food and sanitary food services.
 5. County Sustainability Division
 - a. Provision of adequate refuse storage and disposal facilities.
 6. Oregon Liquor Control Commission (OLCC)
 - a. Compliance with the OLCC regulations if alcohol service is proposed.
 7. The Planning Director may, in his or her discretion, waive any of the requirements listed in subsection 6.12.110(B) if the requirement is not applicable to the nature of or activities associated with the approved Gathering.

- C. Extended Outdoor Mass Gatherings: At a minimum, the applicant must provide evidence that for the duration of the Extended Outdoor Mass Gathering, the standards provided for in OAR Ch. 333, Div. 39 and the following agency and departmental standards will be met:
1. Local and State Fire Districts
 - a. Provision of adequate fire protection, emergency vehicle access, fire fighting water supply, emergency medical personnel and facilities.
 - b. Provision of adequate wildfire protection, smoking areas, firefighting equipment, and supplies.
 2. Sheriff's Department
 - a. Provision of adequate and approved security personnel.
 - b. Provision of adequate staff to direct and monitor traffic control.
 - c. Compliance with Chapter 6.05 - Noise Control.
 3. County Engineering Division
 - a. Provision of adequate traffic safety monitoring staff, driveway access, traffic control plan and setup, drainage and erosion control.
 - b. Provision of adequate off-street parking and circulation.
 4. County and State Public Health
 - a. Provision of adequate facilities to accommodate sewage disposal such as portable chemical toilet facilities~~port-a-potties~~ or other approved sources.
 - b. Provision of adequate water supply, food and sanitary food services.
 5. County Sustainability Division
 - a. Provision of adequate refuse storage and disposal facilities.
 6. Oregon Liquor Control Commission (OLCC)
 - a. Compliance with the OLCC regulations (if alcohol service is proposed).
 7. The Planning Director may, in his or her discretion, waive any of the requirements listed in Subtitle 6.12.110(C)(1) through (6) if the requirement is not applicable to the nature of or activities associated with the approved Gathering.
 8. Obtain any land use approvals and permits that are required by the Clackamas County Zoning and Development Ordinance.
 9. The proposed use is compatible with existing land uses and does not materially alter the stability of the overall land use pattern of the area.

6.12.120 Contact, insurance, set-up and clean-up requirements

- A. Any permit issued pursuant to this chapter shall be kept by the organizer, and a copy shall be posted in a conspicuous place upon the premises of the Gathering site. The posting shall also include a description of the Gathering, date, duration, on-site twenty-four hour contact information for the organizer with the authority to make decisions, and sheriff, fire control, public health, and other appropriate agencies.
- B. At least one onsite organizer shall have twenty-four hour radio frequency access to the Sheriff and all onsite security staff.
- C. Insurance in accordance to the regulations outlined in ORS 433.755(1) may be required for any Gathering. The Planning Director shall consult with the county's Risk Manager to determine the amount and scope of the insurance coverage.
- D. All activities required to prepare the site for the Gathering shall not occur more than 72 hours

prior to the advertised time the Gathering is scheduled to begin. The Planning Director may, upon a showing of necessity, allow preparation to begin more than 72 hours before the advertised time of the Gathering.

- E. All lingering residue, debris, temporary structures or damage to property resulting from the Gathering shall be removed and repaired within seventy-two hours after termination of the Gathering. Prior to the Gathering, the Planning Director may, upon a showing of necessity, allow more than 72 hours to remove any temporary structures.

6.12.130 Inspection requirements

All approved Gatherings are subject to inspections prior to, during and after the Gathering by a county official and other reviewing public officials and agencies to insure the Gathering is in and maintains compliance with the requirements of section 6.12.110. The organizer and owner shall provide written consent allowing law enforcement, public health, fire control, and other appropriate public officers or officials to come onto the premises of the approved Gathering.

6.12.140 Enforcement

- A. It is the intention of this chapter to put the burden of preserving order upon the organizer of the Gathering. If a Gathering is not being operated in accordance with the rules and regulations prescribed in this chapter, as set forth in state law, and as provided for in the permit, the organizers and owners shall be subject to revocation of the permit and other sanctions as the law and this title provides.
- B. The organizers shall keep a count of persons and vehicles entering and leaving the Gathering. If at any time during a Gathering held under a valid permit the number of persons or vehicles attending the Gathering exceeds the number of persons or vehicles estimated in the permit application, the Sheriff, or any of his or her deputies, may require the organizer to limit further admissions until a sufficient number of individuals or vehicles have left the site to bring the actual attendance down to the number estimated by the organizer.
- C. The county may bring an action in any court of general or equitable jurisdiction to prevent, restrain or enjoin any violation of this title or ORS 433.745.
- D. For any Gathering held under a valid permit, the Sheriff shall have the authority to order the crowd to disperse and leave the Gathering site if the organizer cannot maintain order and compliance with all applicable state or local laws, or refuses or is unable for any reason to adhere to the terms and conditions of their permit, and the Sheriff determines that there is an immediate threat to public health or safety.
- E. The county may file suit to either compel compliance with, or seek compensation for its own actions related to, the clean-up requirements in subsection 6.12.130(D).
- F. If any organizer violates any provisions of this title or any permit issued hereunder, the Board of County Commissioners or Planning Director may immediately revoke any permit for a Gathering and may seek any legal remedy available.
- G. The county may impose a fine of up to \$10,000 on each organizer and owner for each violation of this title, the terms of their permit, or ORS 433.735.

June 20, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #05 to the Intergovernmental Agreement with Multnomah County, for a
Public Health Officer

Purpose/Outcomes	The Health Officer provides health and medical consultation and leadership services and will serve as the Health Officer of record for Clackamas County. Amendment #05 replaces in its entirety, including the original contract and amendment numbers 1, 2, 3, and 4. The new term is 06/30/2013 to 06/30/2014.
Dollar Amount and Fiscal Impact	Amendment #05 adds \$175,000 bringing the maximum contract value to \$1,125,619.
Funding Source	No County General Funds are involved.
Safety Impact	None
Duration	Effective July 01, 2013 and terminates on June 30, 2014
Previous Board Action	The Original contract and four previous amendments were approved by the BCC: <ul style="list-style-type: none"> • The Original contract on 1/3/08 agenda item 010308-A1. • Amendment #01 on 6/25/09 agenda item 062509-A21 • Amendment #02 on 6/17/10 agenda item 061710-A9, • Amendment #03 on 6/23/011 agenda item 062311-A8, • Amendment #04 on 5/31/12 agenda item 053112-A5.
Contact Person	Dana Lord, Interim Public Health Director – 503-655-8405
Contract No.	CH-141-07/08

BACKGROUND:

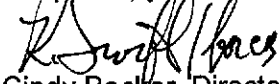
The Health Officer provides health and medical consultation and leadership services and will serve as the Health Officer of record for Clackamas County.

Amendment #05 is effective July 01, 2013 and continues through June 30, 2014. This contract has been reviewed and approved by County Counsel on June 4, 2013.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

**MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT
AMENDMENT No. 5
(Renewal of Contract)**

CONTRACT NO. 0708084

This is an amendment to Multnomah County contract referenced above effective January 1, 2008 between Multnomah County, Oregon, hereinafter referred to as COUNTY, and Clackamas County Community Health Division, hereinafter referred to as CONTRACTOR.

The parties agree:

1. The following changes are made to Contract No. 0708084:
2. Amendment No. 5 replaces the contract referenced above in its entirety, including the original contract and Amendment Numbers 1, 2, 3 and 4.
3. All references to Clackamas County Community Health Division (CCCHD) or CONTRACTOR shall now be referred to as Clackamas County acting by and through its Health, Housing and Human Services, Public Health Division (CCPHD)

PURPOSE:

The purpose of this agreement is for COUNTY to provide Health Officer services to CCPHD. This includes: 1) providing public health and medical consultation and leadership services to CCPHD through a team of qualified public health physicians, and 2) implementing, evaluating and refining a regional approach to providing Health Officer services.

It is understood the services will be primarily consultative and that these services will be performed both at CCPHD facilities and at other places. It is further understood that this agreement supports a regional approach to Health Officer services for Washington, Clackamas and Multnomah counties.

The Regional Health Officer Team will consist of three Health Officers and a Project Manager. Each Health Officer will serve as the Health Officer of record for the county to which they are assigned, and as Deputy Health Officer to the other two counties in the region.

II. STATEMENT OF WORK

The parties agree as follows:

1. The term of this agreement shall be from **July 1, 2013 – June 30, 2014**
2. COUNTY is responsible for implementing the Tri-County Regional Health Officer Program. The Tri-County Regional Health Officer program and team will provide the following:
 - A. Communicable disease consultation
 - B. Consultation specific to emergency preparedness plans and activities
 - C. Consultation to assist compliance with applicable Oregon statutes, rules, county codes and contractual obligations

- D. Consultation to the CCPHD Public Health managers, Directors and the Department administrator regarding program structure, policies and procedures, operations, and risk implications
 - E. Consultation to Public Health staff and/or community medical providers regarding evaluation, monitoring and treatment of tuberculosis, and provision of in-clinic care for patients with TB who are under the care of CCPHD
 - F. 24/7 support for urgent communicable disease or unexpected community emergencies requiring urgent public health intervention
 - G. Consultation and strategic planning support relevant to positioning the department for success by prioritizing public health issues, identifying best practice approaches, and developing departmental capacity
 - H. Leadership in developing and maintaining effective relationships with the medical community, media, elected officials, and important community leaders
 - I. Activities to support continuing development and implementation of a regional approach to providing health officer services to include:
 - 1) Review of program design, personnel requirements and expectations,
 - 2) Complete budgets and finance mechanisms necessary to implement the structure,
 - 3) Develop, negotiate and implement necessary intergovernmental agreements and funds transfers
 - 4) Develop and implement "operational systems" for key health officer functions (e.g., on-call coverage, media protocols, etc.),
 - 5) Recruit, direct and retain personnel for the program (Health Officers and Project Manager)
 - 6) Carry out routine administrative and process activities (such as monitoring expenditures and reimbursement, budget tracking, coordinating work assignments, interacting with internal and community stakeholders, preparing for and facilitating meetings, etc.).
3. The portfolio of functional responsibilities will be distributed among the Health Officers based on the departments' needs, the Health Officer's knowledge, skills, abilities and developmental needs, and areas of special expertise.
4. COUNTY Health Department will hire and supervise all Regional Health Officer Team staff.
5. Quality of service will be assured as follows:
- A. Accessibility: A dedicated Health Officer will be on-site on average 2 days per week in Clackamas County. The three physicians of the Regional Health Officer Team will share 24/7 on-call support being accessible by phone or electronic communication. Physicians of the Regional Health Officer team will respond to non-urgent individual communicable disease consultation phone calls and emails the same day in 90% of cases, and will respond to 90% of urgent consultation request situations within 30 minutes. Physicians will cover functional responsibilities for each other when one is on leave, with consultation for communicable diseases and other urgent situations being the top priority.

- B. Supervision: The Health Officers and Project Manager will be supervised by the Multnomah County Health Officer.
- C. Work Prioritization: Individual communicable disease consultation will be the core prioritized service provided by the Regional Health Officer team. A work plan to prioritize functions 2b-2i, above, will be developed jointly by the Regional Health Officer Team and the CCPHD Program Managers together. Day to day prioritization of work will be based on immediate demand and professional judgment. The CCPHD Director or designee will decide which agency-level consultation and leadership (see Domain 3 in Attachment A) and community-level public-health consultation and leadership (see Domain 4 in Attachment A) areas are appropriate for input and participation by members of the Regional Health Officer Team.
- D. Process Evaluation: stakeholders will meet at least twice yearly to identify areas for Quality Improvement and to update the work plan.

III. LIAISON RESPONSIBILITY

Dana Lord will act as the liaison from CCPHD and Justin Denny will act as the liaison from COUNTY.

IV. TERMS

1. The total amount of this contract shall not exceed \$175,000.00 (for the period 7/01/2013 – 06/30/2014).
2. CCPHD agrees to pay COUNTY for services delineated in Section II.2. COUNTY shall provide an itemized bill for actual costs once a month at an amount not to exceed \$14,583.00. CCPHD will reimburse COUNTY with 30 days of receipt of an accurate invoice each month.
3. Monthly invoices reflect 50% of the total monthly costs associated with providing Health Officer services to Washington and Clackamas Counties. Monthly invoices reflect costs for the following:
 - A. Two (2) 0.50 FTE Health Officers (Washington and Clackamas Counties),
 - B. One (1) 0.50 FTE Project Manager, and
 - A. C. One (1) 0.1 FTE of another Health Officer (Multnomah County).
4. CCPHD will provide office space, computer, and office phone for the dedicated Health Officer in-kind.
5. ***Both parties understand that the COUNTY may request that this agreement be amended to increase or decrease the compensation amount annually if costs prove to be higher or lower than anticipated at the agreement commencement.***

Invoice Mailing Address:

Clackamas County Public Health Division
2051 Kaen Road #367
Oregon City, Oregon 97045

V. TERMINATION

This agreement may be terminated by mutual consent of both parties upon 30 days written notice.

VI. INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, CCPHD shall indemnify, defend and hold harmless COUNTY from and against all liability, loss and costs arising out of or resulting from the acts or omissions of CCPHD, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, COUNTY shall indemnify, defend and hold harmless CCPHD from and against all liability, loss and costs arising out of or resulting from the acts or omissions of COUNTY, its officers, employees and agents in the performance of this agreement.

VII. INSURANCE

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

VIII. ADHERENCE TO LAW

Each party shall comply with all federal, state, and local laws and ordinances applicable to this agreement

IX. NON-DISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

X. ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

XI. SUBCONTRACTS AND ASSIGNMENT

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

XII. DEBT LIMITATION

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

XIII. SPECIAL REQUIREMENTS

CCPHD and COUNTY agree to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164.

Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.

No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

XIV. THIS IS THE ENTIRE AGREEMENT

This agreement consists of fourteen sections and constitutes the entire agreement between the parties. Modifications to this agreement are valid only if made in writing and signed by all parties.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee: William Shultz

Date: 5/28/13

Dept Director or Designee: N/A

Date: _____

JENNY M. MORF,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney Bernadette Nunley

Date: 5/28/13

CLACKAMAS COUNTY:

Signature: Dana Lord

Print Name: Dana Lord, Interim Director Public Health

Date: 5/30/13

Signature: _____

Printed Name: Cindy Becker, Director
Health Housing, Human Services

Date: _____

Approved as to form by: _____

Date: _____

Attachment A Regional Health Officer Team Functions

This program is based on a conceptual framework that recognizes four interrelated domains of health officer services as shown in Figure 1.

1) Consultation regarding individual public health cases

This consultation is provided primarily to health department staff, but may also be provided to others in the community. It focuses on issues related to the management of:

- Identified individuals (e.g., a decision to provide immunization or preventive treatment to a person exposed to a communicable disease), and
- Identified ongoing community health issues (e.g., the approach to investigating a given outbreak of a communicable disease).

2) Consultation and direction on public health program design and operations

These services address how given public health programs are structured and operated. They include a) clarifying current program goals and objectives, b) supporting implementation of approaches that are effective in achieving identified public health goals, and c) defining acceptable ranges of clinical and public health practice. These services are provided primarily to health department staff and management. In some cases, consultation may extend to partnering agencies or community organizations.

3) Agency-level consultation and leadership

These services emphasize influencing the department's policies, priorities, and operational and developmental strategies. These health officer consultative and leadership activities are largely internal to the department, and are intended to contribute to:

- Choosing appropriate public health issue priorities,
- Securing staff and managerial support for the department's priorities,
- Promoting appropriate departmental and community public health leadership and program implementation strategies,
- Identifying and incorporating overarching best practice approaches across the department's various activities and programs (e.g., effective use of epidemiologic, medical, outreach, and behavioral change methods), and
- Positioning the department for sustainable success:

These services also include serving as the final authority on all clinical practice policies and selected public health practice policies for the department.

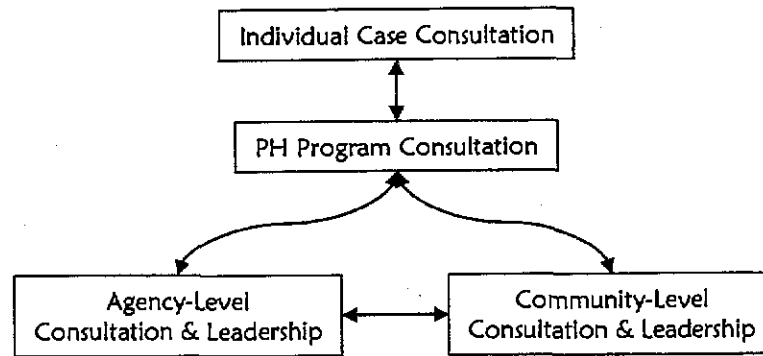
4) Consultation and leadership related to community-level public-health issues

The health officer can also play an important role in the department's interface with the public and a variety of stakeholders. These include:

- Maintaining effective relationships with physicians and other clinical providers and organizations,
- Leading and/or participating in the department's efforts to work with other organizations to exchange information, plan, and carry out action,
- Influencing decisions on health-related issues in a variety of organizational, political and policy-making venues,
- Serving as media spokesperson on a variety of health and medical issues of interest to the public, and

- Serving as a “physician ambassador” to engage and respond to the public and various stakeholders.

Figure 1: Health Officer Service Domains



June 20, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #02 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority, for the Foodborne Illness Prevention Program

Purpose/Outcomes	This agreement allows the Public Health Division to provide complete environmental health food licensing and inspections to safeguard the health of residents in Clackamas County. Amendment #02 increases the contract value and extends the term by two years. The new term is 06/30/2013 to 06/30/2015.
Dollar Amount and Fiscal Impact	Amendment #02 increases the contract by \$108,408.32 bringing the maximum value to \$302,979.00.
Funding Source	No County General Funds are involved.
Safety Impact	None
Duration	Effective July 01, 2013 and terminates on June 30, 2015
Previous Board Action	The Original contract and one previous amendment were approved by the BCC: <ul style="list-style-type: none">• The Original contract on 6/25/08 agenda item 062509-A31.• Amendment #01 on 6/23/11 agenda item 062311-A9.
Contact Person	Dana Lord, Interim Public Health Director – 503-655-8405
Contract No.	CH-70-09/10

BACKGROUND:

This agreement allows the Public Health Division to provide complete environmental health food licensing and inspections to safeguard the health of residents in Clackamas County.

Amendment #02 is effective July 01, 2013 and continues through June 30, 2014. The original contract was reviewed and approved by County Counsel on June 11, 2009.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director



Agreement Number 128289

**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 **02** to Agreement Number **128289** between the State of Oregon, acting by and through the Oregon Health Authority, hereinafter referred to as "OHA" and

Clackamas County
Acting by and through its Health, Housing and Human Services Department,
Public Health Division
2051 Kaen Road, Suite 367
Oregon City, OR 97045
Telephone: (503) 742-5342
Facsimile: (503) 742-5352
E-mail address: swhitehead@co.clackamas.or.us

hereinafter referred to as "LPHA."

1. This amendment shall become effective on July 1, 2013 regardless of the date executed and, when required, approved by Department of Justice.
2. The parties acknowledge and agree that all references in the Agreement including any amendments to DHS or Department shall mean Oregon Health Authority (OHA) and any right or obligation of DHS or Department under the Agreement shall be a right or obligation of OHA. The parties further acknowledge and agree that all references in the Agreement including any amendments to County or Agency shall mean the Local Public Health Authority (LPHA) and any right or obligation of County or Agency under the Agreement shall be a right or obligation of LPHA.
3. Section I Effective Date and Duration of the Agreement is hereby amended as follows: language to be deleted or replaced is struck through; new language is **underlined and bold**.

Effective Date and Duration. This Agreement shall become effective on July 1, 2009. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on ~~June 30, 2013~~ June 30, 2015. Agreement termination or expiration shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by LPHA that has not been cured.

4. Section II Agreement Documents is modified to read as follows (former Exhibit D Required Federal Terms and Conditions is deleted in its entirety and former Exhibit E Required Subcontractor Provisions is identified as Exhibit D. The documents in this modified Section II remain incorporated into the Agreement as herein referenced):

A. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- Exhibit A, Part 1 ...Definitions
- Exhibit A, Part 2 ... Statement of Work
- Exhibit A, Part 3 ... Payment and Financial Reporting
- Exhibit B Standard Terms and Conditions
- Exhibit C Insurance
- Exhibit D Required Subcontractor Provisions

There are no other agreement documents unless specifically referenced and incorporated in this Agreement.

B. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) this Agreement without Exhibits, (b) Exhibit A (c) Exhibit B, (d) Exhibit C, (e) Exhibit D.

5. Exhibit B Standard Terms and Conditions, Section 25 is deleted in its entirety and restated with the following:

Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to LPHA or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts and Procurement
250 Winter Street NE
Salem, OR 97301
Telephone: (503) 945-5818
Facsimile Number: (503) 378-4324

LPHA: Clackamas County Public Health Division
Sherry Whitehead
2051 Kaen Road, Suite 367
Oregon City, OR 97045
Telephone: (503) 742-5342
Facsimile Number: (503) 742-5352

6. EXHIBIT A, Part 3 Payment and Financial Reporting is superseded in its entirety and replaced by Exhibit A, Part 3 Payment and Financial Reporting attached to this amendment and incorporated therein in the Agreement by this reference.
7. **Certification:**
 - a. The LPHA 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 LPHA and that pertains to this Agreement or to the project for which the Agreement work is being performed. The LPHA 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. LPHA 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 LPHA. Without limiting the generality of the foregoing, by signature on this Agreement, the LPHA hereby certifies that:
 - (1) Under penalty of perjury the undersigned is authorized to act on behalf of LPHA and that LPHA is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
 - (2) The information shown in Data and Certification, of original Agreement or as amended is LPHA's true, accurate and correct information;
 - (3) To the best of the undersigned's knowledge, LPHA has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

- (4) LPHA and LPHA's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (5) LPHA 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
 - (6) LPHA is not subject to backup withholding because:
 - (a) LPHA is exempt from backup withholding;
 - (b) LPHA has not been notified by the IRS that LPHA is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified LPHA that LPHA is no longer subject to backup withholding.
- b. LPHA is required to provide its Federal Employer Identification Number (FEIN). By LPHA's signature on this Agreement, LPHA hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, LPHA is also required to provide OHA 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. LPHA 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.

8. Signatures.

BY EXECUTION OF THIS AMENDMENT, EACH PARTY HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

APPROVED:

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

By: _____
Name: _____
Title: Deputy Public Health Director
Date: _____

CLACKAMAS COUNTY ACTING BY AND THROUGH ITS PUBLIC HEALTH DIVISION (LPHA)

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

DEPARTMENT OF JUSTICE -- APPROVED FOR LEGAL SUFFICIENCY

By: Exempt per 137-045-0050 (2) _____

REVIEWED:

OREGON HEALTH AUTHORITY, PUBLIC HEALTH DIVISION

By: _____
Name: Eric A. Pippert
Title: Program Manager
Date: _____

OFFICE OF CONTRACTS & PROCUREMENT

By: _____
Name: _____
Title: Contract Specialist
Date: _____

EXHIBIT A

Part 3

Payment and Financial Reporting

1. The maximum, not-to-exceed compensation payable to OHA under the requirements of this Agreement relative to ORS 624.510 which includes any allowable expenses is **\$302,979.00**. OHA may not receive payment in the form of periodic disbursements of the inspection fees that LPHA obtains in any amount in excess of the not-to-exceed compensation of this Agreement associated with the performance of the Work. OHA may not receive payment for Work performed before the date this Agreement becomes effective or after the termination or expiration of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before LPHA performs Work subject to the amendment.
2. Interim remittances shall be made to OHA subject to ORS 293.462, and in accordance with terms and conditions set forth in Exhibit A, Part 2.c.iv. of this Agreement.
 - a. **Foodborne Illness Prevention Program** - Not later than thirty (30) days following the last day of a particular calendar quarter, LPHA shall remit **\$13,551.00** to OHA which is a portion of the fees collected by LPHA pursuant to the Work performed under this Agreement that is approximately twenty-five percent (25%) of the fees assessed for LPHA for a particular calendar year, or as negotiated and modified by amendment to this Agreement.
 - A. The remittance to OHA shall be accompanied by a written remittance summary report that shall describe all Work performed with particularity and by whom it was performed and shall itemize and explain each remittance category contained in the report.
 - B. Each remittance summary report also shall include the total amount remitted to date by LPHA prior to the current remittance. LPHA shall send remittances to OHA's Agreement Administrator.
 - b. **Public Pool and Spa Program** - Not later than thirty (30) days following the last day of a particular calendar quarter, LPHA shall remit to OHA **\$45.00** for each license issued by LPHA in that quarter under ORS 448.035, which is a portion of the fees collected by LPHA.
 - c. **Tourist Accommodation Program** - Not later than thirty (30) days following the last day of a particular calendar quarter, for each license issued in that quarter, the Local Public Health Authority must remit 15% of the state licensing fee or 15% of the Local Public Health Authority license fee, whichever is less, to OHA for consultation services and maintenance of the statewide program for facilities licensed under ORS 446.425.

COPY

8

Cindy Becker
Director

June 20, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Residential Treatment Services Agreement with
ColumbiaCare Services, Inc.

Purpose/Outcomes	This contractor provides mental health residential treatment services to Clackamas County residents.
Dollar Amount and Fiscal Impact	No Maximum
Funding Source	Oregon Health Authority 2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement – No County general funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on December 31, 2013.
Previous Board Action	The previous contract was approved by the Board of County Commissioners on March 8, 2012, agenda item 030812-A3.
Contact Person	Jill Archer, Director–Behavioral Health Division – (503) 742-5336.
Contract No.	6244

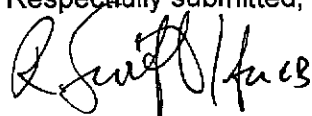
BACKGROUND:

The Behavioral Health Division has contracted with ColumbiaCare Services, Inc. since March 2012 for Residential Treatment services. This contractor was chosen through a competitive bid process.

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

RECOMMENDATION:

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

Respectfully submitted,

Cindy Becker, Director

RESIDENTIAL TREATMENT SERVICES AGREEMENT

This Residential Treatment Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **COLUMBIA CARE SERVICES, INC.**, hereinafter called "AGENCY."

AGREEMENT

1.0 Engagement

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

2.0 Term

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

3.0 Compensation and Fiscal Records

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

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

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

4.0 Manner of Performance

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

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

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

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

5.0 General Conditions

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

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

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

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

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

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

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

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

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

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

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, AGENCY shall furnish a Certificate of Insurance to COUNTY. No 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 agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

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

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

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

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

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

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

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

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

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

5.9.1 AGENCY shall:

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

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

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

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

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

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

6.0 Termination

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

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

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

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

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

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

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

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

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

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

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

7.0 Notices

If to AGENCY:

ColumbiaCare Services, Inc.
3587 Heathrow Way
Medford, OR 97504

If to COUNTY:

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

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

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

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

COLUMBIA CARE SERVICES, INC.

By: 

Robert Beckett, Executive Director

6-7-13

Date
3587 Heathrow Way

Street Address
Medford, Oregon 97504

City/State/Zip
(541)858-8170 (541)858-8167

Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services

Date

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EXHIBIT A
DEFINITIONS

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

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

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

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

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

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

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

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

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

EXHIBIT B

SCOPE OF WORK

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

1. Residential Treatment Services

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

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

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

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

2. Facilities

Alder Creek
Autumn Ridge
Bridgestone
Fieldstone
Johnson Creek
Kellogg Creek
Mossy Meadows

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

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

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

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

4. Outcome Measurement

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

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

- a. Prompt screening and placement of referred clients;
- b. Increased daily living and symptom management skills of clients in treatment;
- c. Increased participation of clients in recovery support groups;
- d. Increased community mobility skills of clients in treatment; and
- e. Discharging of clients to supported housing or independent living.

5. Coordination of Care

- A. AGENCY shall provide coordination and integration of services with physical health care providers and chemical dependency providers as medically appropriate and within the laws governing confidentiality.
- B. AGENCY shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:
 - (1) AGENCY shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. AGENCY shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning to aid in the timely discharge of the Client.
 - (2) AGENCY shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the Client to acute care.
 - (3) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.

- C. AGENCY shall participate in Client staffings with COUNTY and Oregon Health Authority on a regular, scheduled or ad hoc basis in order to ensure most appropriate care.

6. Standards of Care

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

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

EXHIBIT C

COMPENSATION AND PAYMENT

1. Compensation

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

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

2. Method of Payment

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

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

- (1) AGENCY, in coordination with COUNTY, must submit a Plan of Care Request for each individual in AGENCY's care to Oregon Health Authority to determine a particular individual rate;
- (2) The monthly rate will be prorated for any month in which the individual is not served for a portion of a month;
- (3) Payment will be reduced (offset) by the amount of Client resources received by AGENCY from the Client or the Client's health insurance in support of Client care and services provided; and
- (4) Oregon Health Authority is not obligated to pay for services that are not properly reported through CPMS by the date 60 days after the earlier of termination of this Contract, termination of the Oregon Health Authority's obligation to provide financial assistance for services or termination of the Intergovernmental Agreement.

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

3. Contract Settlement

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

EXHIBIT D

PERFORMANCE STANDARDS

1. Interpretation and Administration of Agreement

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

2. General Performance Standards

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

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

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

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

3. Staff Credentials

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

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

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

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

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

4. Records Maintenance, Access and Confidentiality

A. Clinical Records, Access and Confidentiality

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

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

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

B. Financial Records

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

C. Consumer Complaints

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

(2) AGENCY shall submit to COUNTY by facsimile or portable document format (PDF) each complaint received by AGENCY submitted by a Client or representative. The complaint shall be transmitted to AGENCY the day it is received.

(3) AGENCY shall submit to COUNTY a summary of Client complaints on a quarterly basis, within thirty (30) calendar days of the end of each calendar quarter, using the form provided by COUNTY for that purpose.

(4) AGENCY shall post information on Client rights and responsibilities and its consumer complaint process in a visible location in all facilities and other service locations.

(5) AGENCY shall provide a copy of its consumer complaint policy and procedure to COUNTY upon request.

5. Reporting

A. Abuse Reporting

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

B. Reporting of Critical Incidents

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

C. Client Process Monitoring System (CPMS)

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

D. Reporting Requirements

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

6. Alternative Forms of Communication

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

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

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

7. Monitoring

A. Agreement Compliance Monitoring

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

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

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

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

B. Evaluation Projects

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

EXHIBIT E

COMPLIANCE WITH APPLICABLE LAW

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

1. Miscellaneous Federal Provisions

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

2. Equal Employment Opportunity

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

3. Non-Discrimination

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

4. Pro-Children Act

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

5. Drug Free Workplace

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

6. Clinical Laboratory Improvement Amendments

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

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

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

8. Energy Efficiency

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

9. Resource Conservation and Recovery

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

10. Audits

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

12. Truth in Lobbying

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

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

13. Conflict of Interest

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

14. Protected Health Information

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

**RESIDENTIAL TREATMENT SERVICES AGREEMENT
ATTACHMENT 1
Clackamas County Behavioral Health Division
FY2013 Rate Chart Consolidated by Provider Report
For ColumbiaCare Services, Inc.**

MHS 20 Residential Adult Mental Health Services- General

Autumn Ridge – Rent Subsidy – Part A (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	4	4	4	4	4	4	24
Rate:	727.30	727.30	727.30	727.30	727.30	727.30	727.30
Monthly:	2,909.20	2,909.20	2,909.20	2,909.20	2,909.20	2,909.20	17,455.20

Autumn Ridge – Treatment Services – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	4	4	4	4	4	4	24
Rate:	2,121.50	2,121.50	2,121.50	2,121.50	2,121.50	2,121.50	2,121.50
Monthly:	8,486.00	8,486.00	8,486.00	8,486.00	8,486.00	8,486.00	50,916.00

Bridgestone – Rent Subsidy – Part A (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	5	5	5	5	20	5	30
Rate:	364.00	364.00	364.00	364.00	364.00	364.00	364.00
Monthly:	1,820.00	1,820.00	1,820.00	1,820.00	7,280.00	1,820.00	10,920.00

Fieldstone - Treatment Services – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	5	5	5	5	5	5	30
Rate:	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Monthly:	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	30,000.00

Fieldstone - Rent Subsidy – Part A funds (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	5	5	5	5	5	5	30
Rate:	381.30	381.30	381.30	381.30	381.30	381.30	381.30
Monthly:	1,906.50	1,906.50	1,906.50	1,906.50	1,906.50	1,906.50	11,439.00

MHS 28 Residential Treatment Facility (Continued)

Autumn Ridge – Service Payment – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	4	4	4	4	4	4	24
Rate:	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Monthly:	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	72,000.00

Bridgestone – Service Payment – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	5	5	5	5	5	5	30
Rate:	6,194.50	6,194.50	6,194.50	6,194.50	6,194.50	6,194.50	6,194.50
Monthly:	30,972.50	30,972.50	30,972.50	30,972.50	30,972.50	30,972.50	185,835.00

Fieldstone RTH – Service Payment – Part A funds (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	5	5	5	5	5	5	30
Rate:	4,125.03	4,125.03	4,125.03	4,125.03	4,125.03	4,125.03	4,125.03
Monthly:	20,625.15	20,625.15	20,625.15	20,625.15	20,625.15	20,625.15	123,750.90

Fieldstone RTH – Service Payment – Service Payment – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	5	5	5	5	5	5	30
Rate:	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Monthly:	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	90,000.00

Fieldstone RTH – Service Payment – Enhanced Service Payment – Part A funds (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	1	1	1	1	1	1	6
Rate:	224.05	224.05	224.05	224.05	224.05	224.05	224.05
Monthly:	224.05	224.05	224.05	224.05	224.05	224.05	1,344.30

Fieldstone RTH – Service Payment – Enhanced Service Payment – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	1	1	1	1	1	1	6
Rate:	4,228.95	4,228.95	4,228.95	4,228.95	4,228.95	4,228.95	4,228.95
Monthly:	4,228.95	4,228.95	4,228.95	4,228.95	4,228.95	4,228.95	25,343.70

MHS 28 Residential Treatment Facility (Continued)

Fieldstone RTH – Service Payment – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	5	5	5	5	5	5	30
Rate:	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Monthly:	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	90,000.00

Alder Creek – Service Payment – Part A funds – (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	6	6	6	6	6	6	36
Rate:	2,399.09	2,399.09	2,399.09	2,399.09	2,399.09	2,399.09	2,399.09
Monthly:	14,394.54	14,394.54	14,394.54	14,394.54	14,394.54	14,394.54	14,394.54

Alder Creek – Service Payment – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	6	6	6	6	6	6	36
Rate:	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00
Monthly:	14,400.00	14,400.00	14,400.00	14,400.00	14,400.00	14,400.00	86,400.00

Johnson Creek – Service Payment – Part A funds (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	8	8	8	8	8	8	48
Rate:	3,120.22	3,120.22	3,120.22	3,120.22	3,120.22	3,120.22	3,120.22
Monthly:	24,961.76	24,961.76	24,961.76	24,961.76	24,961.76	24,961.76	149,770.56

Johnson Creek – Service Payment – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	8	8	8	8	8	8	48
Rate:	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
Monthly:	48,000.00	48,000.00	48,000.00	48,000.00	48,000.00	48,000.00	288,000.00

Kellogg Creek – Service Payment – Part A funds (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	6	6	6	6	6	6	36
Rate:	5,204.69	5,204.69	5,204.69	5,204.69	5,204.69	5,204.69	5,204.69
Monthly:	31,228.14	31,228.14	31,228.14	31,228.14	31,228.14	31,228.14	187,368.84

MHS 28 Residential Treatment Facility (Continued)

Kellogg Creek – Service Payment – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	6	6	6	6	6	6	36
Rate:	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00
Monthly:	14,400.00	14,400.00	14,400.00	14,400.00	14,400.00	14,400.00	86,400.00

Mossy Meadows - Service Payment – Part A funds (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	2	2	2	2	2	2	12
Rate:	14,302.50	14,302.50	14,302.50	14,302.50	14,302.50	14,302.50	14,302.50
Monthly:	28,605.00	28,605.00	28,605.00	28,605.00	28,605.00	28,605.00	171,630.00

Mossy Meadows – Service Payment – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	Totals
Slots	2	2	2	2	2	2	12
Rate:	4,374.37	4,374.37	4,374.37	4,374.37	4,374.37	4,374.37	4,374.37
Monthly:	8,748.75	8,748.75	8,748.75	8,748.75	8,748.75	8,748.75	52,492.50

SE 28 Total 1,875,113.04

Grand Total 2,062,453.56

June 20, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with
Iron Tribe for Peer Support Services

Purpose/Outcomes	This contractor provides peer support services to Clackamas County adults receiving addiction treatment who are also involved with the child welfare system.
Dollar Amount and Fiscal Impact	\$330,000
Funding Source	Oregon Health Authority 2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement – No County general funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014.
Previous Board Action	The previous contract was initially approved by the Board of County Commissioners on January 19, 2012, agenda item 011912-A5. Amendment # 2 was approved by The Board of County Commissioners on January 24, 2013, agenda item 012414-A4.
Contact Person	Jill Archer, Director – Behavioral Health Division – (503) 742-5336.
Contract No.	6243

BACKGROUND:

The Behavioral Health Division has contracted with Iron Tribe since June 2011 for peer services. This contractor was chosen through a competitive bid process.

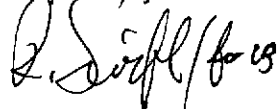
Services provided through this agreement include supporting individuals working toward addiction recovery and/or mental wellness. Assistance is provided to access services, i.e. 12 step programs, support groups, assist in problem solving, assist in navigating systems including child welfare, all avenues to support individuals in recovery.

This contract is effective July 1, 2013 and continues through June 30, 2014. This contract has been reviewed and approved by County Counsel as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352
www.clackamas.us/community_health

PROFESSIONAL SERVICES AGREEMENT

CONTRACT # 6243

This Professional Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and IRON TRIBE hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide peer support services to adults receiving addiction services within Clackamas County who are also involved with the child welfare system as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this agreement shall commence **July 1, 2013** and shall terminate **June 30, 2014** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Total payment to CONTRACTOR shall not exceed **\$330,000**

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

CONTRACTOR shall submit invoices by the 10th of the month following the month services are delivered. Invoices shall reflect actual cost of services and include an expenditure report. Invoices shall include the contract # **6243**, dates of service and the total amount due for all services provided during the month.

3.2. Method of Payment. CONTRACTOR shall submit invoices and required reports as described in Exhibit C to:

Clackamas County Behavioral Health Division
Attn: Ally Linfoot
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Within thirty (30) days after receipt of the invoice, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

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

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

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

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

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

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, Performance Standards, attached hereto and incorporated herein.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

5.0 General Conditions

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

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

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

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

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

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

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the

COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

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

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

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

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

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

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

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

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

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

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

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

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

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

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

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

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

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

6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days notice, in writing and delivered by certified mail or in person.

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

- a. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- b. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
- c. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
- d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
- e. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and

after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:

Iron Tribe
PO Box 90384
Portland, OR 97290

If to COUNTY:

Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
Oregon City, OR 97045

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

- | | |
|--------------|----------------------------|
| Exhibit A | Scope of Services |
| Exhibit B | Performance Standards |
| Exhibit C | Reporting Requirements |
| Exhibit D | Matching Funds Requirement |
| Attachment 1 | Invoice Template |

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

IRON TRIBE

By: 
Harold R. Cubbedge, Executive Director

CLACKAMAS COUNTY

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

Date June 10, 2013
PO Box 90384
 Street Address
Portland, Oregon 97290
 City / State / Zip
(503)754-3495
 Phone / Fax

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Service Department

Date



EXHIBIT A
SCOPE OF WORK

BACKGROUND AND DEFINITIONS

As part of Clackamas County's Behavioral Health Redesign, which was started in 2009, Clackamas County Behavioral Health Division committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services.

The term "peer" refers to a person who self-identifies as an individual who is, or has been the recipient of inpatient or outpatient mental health and/or addiction treatment services and are successfully living in recovery. Peers provide support to an individual who has similar lived experiences.

The supports provided are defined by the person asking for support. The individual defines their interests and goals and sets tasks to achieve those goals. The peer provides the support needed to develop the plan, complete those tasks, and achieve the goals laid out in the plan. Peer services are designed to be flexible and community-based to meet the unique needs of each individual.

A. Scope of Work

CONTRACTOR agrees to perform the following activities under the terms of this agreement.

1. Work in conjunction with Clackamas County Behavioral Health Division to promote a recovery oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
2. Provide peer supports to individuals receiving addiction treatment who are also involved with the child welfare system.
3. Support individuals working toward addiction recovery and/or mental wellness.
4. Assist in accessing 12 step programs, support groups, and other resources available in the community as requested by the individual.
5. Identify resources and conduct workshops, trainings, and other opportunities for individuals within the COUNTY.
6. Assist and support individuals in navigating other service systems including child welfare.
7. Assist and support individuals in developing community and peer relationships.
8. Assist in addressing other issues as identified by the individual.
9. Provide outreach activities to inform individuals, community partners, , and referral sources about the role of peer supports.
10. Provide continuing education/training and supervision to Peer Support Specialists.
11. Participate at various meetings, committees and councils facilitated by COUNTY and other community partners.

5. CONTRACTOR shall report the number of workshops or trainings provided during the quarter. Information in this report shall include, but is not limited to, the following:
- Number of continuing education/training programs provided to Peer Support Specialists/ Recovery Coaches.
 - Number of outreach activities conducted to inform individuals, community partners and referral sources about the role of peer supports.
 - Number of workshops, presentations, or support groups conducted for individuals receiving services within the COUNTY.
6. Reports shall be submitted to the COUNTY no later than thirty (30) days following the end of each calendar quarter as follows:
- Quarter 1 July, 2013 – September, 2013 Due October 31, 2013
 - Quarter 2 October, 2013 – December, 2013 Due January 31, 2014
 - Quarter 3 January, 2014 – March, 2104 Due April 30, 2014
 - Quarter 4 April, 2014 – June, 2014 Due July 31, 2014

Mail reports to:

Clackamas County Behavioral Health Division
Attention: Ally Linfoot
2051 Kaen Road, # 367
Oregon City, OR 97045

Or electronically to:

alinfoot@co.clackamas.or.us

CONTRACTOR shall reference contract # **6243** on all reports and correspondence regarding this agreement.

EXHIBIT D

MATCHING FUNDS REQUIREMENT

CONTRACTOR shall acquire matching funds equal to 20% of the total amount of contract with COUNTY.

Cash Match

Definition: Cash contributions provided by an individual or organization for which documentation can be provided of a cash transaction by the applicant, project sponsors, or partners. A cash match contribution must be specific to the deliverables of the contract.

Documentation: For cash matches, contractors are required to provide documentation of the cash transaction. Receipts verifying the receipt of cash; reports that document payments by the contractor with line items in the expenditure section specific to matching fund expenditures; invoices for expenditures covered by other funds (grants, contracts, etc.).

In-Kind Match

Definition: In-kind contributions are project-specific contributions of a service or product provided by an individual or organization where the cost cannot be tracked back to a cash transaction. In-kind expenses generally involve donated labor, equipment or materials.

Documentation: Recipients are only required to provide a summary of their in-kind match and indicate the basis for their calculations for donated labor, equipment, material or other costs.

Matching Funds Reporting

A matching funds summary must be included in the final report due at the end of the contract cycle. This report should clearly indicate expenses that have been covered as a cash or in-kind match during the term of the contract. This report must also include the matching funds expended in meeting the deliverables of this contract during the term of the contract.

COPY

10

Cindy Becker
Director

June 20, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with
Oregon Family Support Network for Family Partners

Purpose/Outcomes	This contractor provides Family Partners to Clackamas County residents to assist family/caregivers with one-on-one family-driven planning and work as an advocate within the Child and Family Team within the Behavioral Health Division.
Dollar Amount and Fiscal Impact	\$160,598
Funding Source	Oregon Health Authority 2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement – No County general funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014.
Previous Board Action	The previous contract was approved by the Board of County Commissioners on March 15, 2012, agenda item 031512-A2.
Contact Person	Jill Archer, Director–Behavioral Health Division – (503) 742-5336.
Contract No.	6249

BACKGROUND:

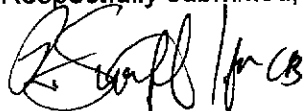
The Behavioral Health Division has contracted with Oregon Family Support Network (OFSN) since July 2011 for peer services. This contractor was chosen through a competitive bid process. OFSN provides Family Partners to assist families and caregivers with one-on-one family-driving planning. Family Partners work as an advocate providing support with various agencies, i.e. child welfare, corrections, the juvenile system, addictions systems.

This contract is effective July 1, 2013 and continues through June 30, 2014. This contract has been reviewed and approved by County Counsel as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

PROFESSIONAL SERVICES AGREEMENT

CONTRACT # 6249

This Professional Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and OREGON FAMILY SUPPORT NETWORK, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide peer services as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this agreement shall commence **July 1, 2013** and shall terminate **June 20, 2014** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Total payment to CONTRACTOR shall not exceed **\$160,598**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit invoices by the tenth day of the month following that in which service was performed. Invoices shall reflect actual cost of services and include an expenditure report. The invoice shall include the contract # **6249**, dates of service and the total amount due for all service provided during the month. Invoices shall be submitted to:

Clackamas County Behavioral Health Division
Attn: Ally Linfoot
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

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

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Accepted Accounting Principles. Financial records shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

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CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages,

liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this agreement.

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

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

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

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

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

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

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

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

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

6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days notice, in writing and delivered by certified mail or in person.

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

- a. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- b. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
- c. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
- d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
- e. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

Jun. 10. 2013 1:34PM

No. 0621 P. 7

6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:

Oregon Family Support Network
PO Box 17848
Salem, OR 97305

If to COUNTY:

Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
Oregon City, OR 97045

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

- Exhibit A Scope of Work
- Exhibit B Reporting Requirements
- Exhibit C Performance Standards

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

OREGON FAMILY SUPPORT NETWORK

By: *Sandy Bumpus*
 Sandy Bumpus, Executive Director
6/10/2013
 Date
1300 Broadway Street NW, Suite 403
 Street Address
Salem, Oregon 97301
 City / State / Zip
(541)912-4009 / (503)390-3181
 Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
 Health, Housing and Human Service Department

 Date

EXHIBIT A

SCOPE OF SERVICES

BACKGROUND AND DEFINITIONS

As part of Clackamas County's Behavioral Health Redesign, which was started in 2009, Clackamas Behavioral Health committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services.

The term "peer" refers to a person who self-identifies as an individual who is, or has been the recipient of inpatient or outpatient mental health and/or addiction treatment services and are successfully living in recovery. Peers provide support to an individual who has similar lived experiences.

Family Support Services include system navigation, advocacy, and other support activities provided by a person who has had similar lived experience raising a child who has received mental health services. The services provided have been designed by family members for family members.

The supports provided are defined by the person or family member asking for support. The individual/family member defines their interests and goals and sets tasks to achieve those goals. The peer/family partner provides the support needed to develop the plan, complete those tasks, and achieve the goals laid out in the plan. Peer services are designed to be flexible and community-based to meet the unique needs of each individual and family.

A. Scope of Work

CONTRACTOR agrees to perform the following activities under the terms of this agreement.

1. Work in conjunction with COUNTY to promote a recovery oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
2. Provide Family Partners to assist family/caregivers with one-on-one family-driven planning and work as an advocate within the Child and Family Team, if the family/caregiver requests this support.
3. Family Partners will work within the COUNTY's Family Facilitator team.
4. Support family members and caregivers who may be involved with the child welfare, corrections, juvenile justice, or addictions systems.
5. Support families and caregivers working toward addiction recovery and/or mental wellness.
6. Assist family members in accessing 12-step programs, support groups, and other resources available in the community as requested by the family.
7. Assist and support families and caregivers in developing/accessing community and support networks.
8. Assist in addressing other issues as identified by the family or caregiver.
9. Participate in the COUNTY's Family Facilitator staff meetings.
10. Participate in various meetings, committees and councils facilitated by the COUNTY and other community partners as needed to provide family voice and feedback.

B. Standards of Work

1. Family Partners will use a whole health approach, not only addressing issues of addiction and mental health, but spiritual and physical health as requested by the family.
2. Write a brief note per service provided for the family/caregiver describing the support provided.
3. Provide administrative and operational oversight of Family Partners that includes training, schedule coordination, and supervision. Family Partners will receive co-supervision, peer supervision provided by the CONTRACTOR, and clinical supervision with the Family Facilitator Team Manager. Family Facilitator Team Manager and Peer Supervisor will work collaboratively to create a model of supervision that meets the needs of the Family Partner team and the Family Facilitator team.
4. Work in a collaborative process with the COUNTY and other service providers to encourage communication and cooperation regarding the family's success.

EXHIBIT B

REPORTING REQUIREMENTS

1. CONTRACTOR shall submit a report of individuals served under this contract. Information in the report shall include:
 - a. Number of families served this quarter.
 - b. Number of families involved with child welfare.
 - c. Number of families involved with Juvenile Justice or Oregon Youth Authority.
 - d. Number of new families served this quarter.
 - e. Number of families concluded support services this quarter.

2. CONTRACTOR shall submit a report summarizing the experience of services provided as reported by individuals served. Information included in this report shall include, but is not limited to, the following indicators:
 - a. Was a family-driven, youth-guided/driven planning process completed?
 - b. If the child/youth has returned home or moved to a lower level of care, does the family/caregiver feel support services contributed to this success?
 - c. Was the referral process to support services seamless and timely?
 - d. Does the family feel their quality of life has improved overall?
 - e. Does the parent/caregiver feel there has been an increase in overall wellness (whole health) for themselves and their child?
 - f. Has there been an increase in natural supports?

3. CONTRACTOR shall report the number of trainings provided during the quarter. Information included in this report shall include, but is not limited to, the following:
 - a. Number of continuing education or training programs provided to Family Support Specialists.

4. CONTRACTOR will collect data from people served under this contract. Both parties acknowledge that data collection may not always be possible i.e. incorrect contact information, people exercising privacy rights, people not returning for services, etc.

5. Reports and invoices shall be submitted to the COUNTY no later than thirty (30) days following the end of each calendar quarter. Due dates for reports are as follows:

Quarter 1	July, 2013 – September, 2013	Due October 31, 2013
Quarter 2	October, 2013 – December, 2013	Due January 31, 2014
Quarter 3	January, 2014 – March, 2014	Due April 30, 2014
Quarter 4	April, 2014 – June, 2014	Due July 31, 2014

Reports as required above may be submitted in electronic format to:

Ally Linfoot @ alinfoot@clackamas.us

Or by mail:

Clackamas County Behavioral Health Division
ATTN: Ally Linfoot
2051 Kaen Road, # 367
Oregon City OR 97045

EXHIBIT C

PERFORMANCE STANDARDS

A. General Performance Standards

1. CONTRACTOR ensures that all staff employed or contracted by CONTRACTOR who provided services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.
2. CONTRACTOR assures that all of CONTRACTOR's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. CONTRACTOR shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

B. Staff

CONTRACTOR will provide the following for all staff who are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System; and
- Appropriate education and academic degrees, as required;
- Relevant work history or qualifications.

C. Monitoring

COUNTY shall monitor services provided by CONTRACTOR and has the right to require CONTRACTOR's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

COUNTY may conduct compliance monitoring related to this agreement. CONTRACTOR shall cooperate with COUNTY in such monitoring. COUNTY shall provide CONTRACTOR twenty (20) business days written notice of any agreement compliance monitoring activity that requires any action or cooperation by CONTRACTOR. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

D. Miscellaneous Federal Provisions

CONTRACTOR shall comply with all Federal laws, regulations, and executive orders applicable to this agreement or to the delivery of Services. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this agreement, and as they are amended from time to time: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of Federal civil rights and rehabilitation statutes, rules and regulations, (j) all Federal law governing operation of Community Mental Health Programs, including without limitation, all Federal laws requiring reporting of client

abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the agreement and required by law to be so incorporated. No Federal funds may be used to provide Covered Services in violation of 42 USC 14402.

E. Abuse Reporting

CONTRACTOR shall comply with all processes and procedures of abuse reporting, investigations, and protective services as described in ORS 430.735 through 430.765, Abuse Reporting for Mentally Ill and OAR 410-009-0050 through 410-009-0160, "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

F. Confidentiality

CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.

COPY

11

Cindy Becker
Director

June 20, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Professional, Technical, and Consultant Service Agreement with Performance Health Technology, Ltd. for Third Party Claims Administration Services

Purpose/Outcomes	This contractor will act as a third party claims administrator for behavioral health services authorized and funded by capitation funds through Health Share of Oregon and State Community Mental Health Program (CMHP) funds. Specific functions include authorizations tracking, claims adjudication, and management reporting.
Dollar Amount and Fiscal Impact	This agreement has no maximum value; expenditures are controlled by Behavioral Health Division staff who pre-authorize and monitor services on an on-going basis.
Funding Source	Health Share of Oregon and 2013-2015 CMHP Contract -- no County general funds are involved.
Safety Impact	None
Duration	Effective upon signature and terminates on December 31, 2013.
Previous Board Action	The original contract was approved by the Board of County Commissioners on December 10, 2009, agenda item 121009-A10.
Contact Person	Jill Archer, Director--Behavioral Health Division -- (503) 742-5336.
Contract No.	6135

BACKGROUND:

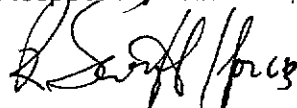
The Behavioral Health Division has contracted with Performance Health Technology, LTD since 2009 to provide third party claims administration services.

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

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and **PERFORMANCE HEALTH TECHNOLOGY, LTD.**, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide Third Party Administration services as described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this agreement shall commence **upon signature**. This agreement shall terminate **December 31, 2013** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR on a monthly basis as described in Exhibit B, Compensation attached hereto.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit a monthly invoice following that in which service was performed. Invoices shall be submitted to:

Clackamas County Behavioral Health Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

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

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY, the State of Oregon, Health Share of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcripts.

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

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

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

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, Performance Standards, attached hereto and incorporated herein.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

5.0 General Conditions

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

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

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

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

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

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

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days notice of cancellation provision shall be physically endorsed on to the policy.

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

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect

until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

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

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

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

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

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

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

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

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

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

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

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

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

d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

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

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

6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days notice, in writing and delivered by certified mail or in person.

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

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

b. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.

c. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.

e. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:

Performance Health Technology, LTD
3993 Fairview Industrial Drive SE
Salem, OR 97302

If to COUNTY:


Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
Oregon City, OR 97045

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

Exhibit A Scope of Work
Exhibit B Compensation

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

PERFORMANCE HEALTH TECHNOLOGY, LTD

By:  5/9/2013
Michael Rohwer, Chief Executive Officer

Date _____
3993 Fairview Industrial Drive SE
Street Address _____
Salem, Oregon 97302
City / State / Zip _____
(503)362-2818 / (503)566-9801
Phone _____ / Fax _____

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Department

Date _____

S:\Admin\CONTRACTS\BEHAVIORAL HEALTH\expense\Performance Health Technologies\2013-12-31PSAcontract.docx

EXHIBIT A
SCOPE OF WORK

A. Scope of Work

CONTRACTOR shall provide third party administration functions on behalf of COUNTY. These services include, but are not limited to:

1. Payment of Medical Claims, which includes:

- a. Providing a web interface for verifying COUNTY eligibility based on DMAP generated 834 Enrollment files.
- b. Providing a web interface for entering service authorizations from COUNTY to allow claims payment and tracking of utilization.
- c. Receiving and compiling service authorizations from COUNTY in paper, Excel or tab delimited or electronic format.
- d. Claims payment for COUNTY's contracted panel provider as well as COUNTY-approved non-contracted providers utilizing:
 - i. COUNTY's rate schedule
 - ii. Authorization information from COUNTY
 - iii. State-generated member eligibility information
- e. Clean claims will be paid within 30 days of receipt.
- f. CONTRACTOR will:
 - i. Meet all Federal and state requirements that pertain to claims payment.
 - ii. Abide by all COUNTY policies in regard to timely and accurate filing and submission of outcome measurement paperwork with panel provider claims.
 - iii. Maintain a bank account into which COUNTY will deposit funds and CONTRACTOR will disburse funds to pay claims. CONTRACTOR will retrieve, disseminate, and pay refunds, when necessary.
 - iv. Produce and disseminate Explanation of Benefits (EOB).
 - v. Respond to or provide regular, ongoing communication with providers, to answer their questions regarding claims issues and to explain claims payment decisions, policies, and procedures.
 - vi. Provide claim disposition reports to COUNTY in an electronic format.
 - vii. Coordinate third party responsibility.
 - viii. Provide monthly communication with COUNTY management, as needed to ensure accurate and timely payment of authorized services.
 - ix. Receive and process claims electronically in accordance with HIPAA requirements.
 - x. Provide readily available technical assistance/customer services to COUNTY and contracted providers in regard to claims processing.

- xi. Provide good communication and reliable information that can be verified by COUNTY.
- xii. Provide COUNTY and Provider staff with access to web-based reporting tools to verify eligibility, validate authorizations and investigate claims processing issues.
- xiii. Provide training for COUNTY staff, contractors and subcontractors annually or at COUNTY request, and maintain online training manual for use of web-based tools for verifying eligibility, validating authorizations and correction of claims processing issues.

2. Management Information System (MIS) Services:

Encounter data will be electronically transmitted to CONTRACTOR from Clackamas County Behavioral Health clinic.

- a. CONTRACTOR will provide MIS services for COUNTY pursuant to COUNTY's Risk Accepting Entity Participation Agreement with Health Share of Oregon which requires COUNTY to electronically collect and compile inpatient and outpatient data and forward this data to OHA, and will:
 - i. Electronically collect and compile encounter data from COUNTY, its contracted providers and its county partners.
 - ii. Provide technical assistance to COUNTY, its contracted providers and county partners as needed to meet HIPAA requirements.
 - iii. Electronically forward ENCOUNTER data to the State after validating and testing.
 - iv. Send additional copies of encounter data to COUNTY, COUNTY consultants, or other entities as needed to meet COUNTY business needs. Such data may be requested in a report format for COUNTY analysis.
 - v. Correct/edit period and errors as required.
 - vi. Provide Electronic Remittance Advice (835) and/or (997) response files for all encounters submitted on behalf of COUNTY, contracted providers and partner counties. Provide county-specific 835 to COUNTY and partner counties upon request.
 - vii. Participate in any COUNTY, state or other government testing and/or quality assurance functions, as required.
 - viii. Maintain COUNTY data.
 - ix. On a monthly basis or as otherwise specified, provide standard management reports and additional management reports as needed to meet the needs of COUNTY. Develop mutually agreed upon ad hoc reports. Provide monthly extract of data in electronic format to COUNTY.
 - x. Accept download of COUNTY eligibility data from OHA on a daily, weekly, and monthly basis for the purpose of validating encounter data and adjudicating claims.
 - xi. Prepare Exhibit O, Form 2 from the OHP contract and provide to COUNTY for submission to the state, comparing for accuracy the 834 enrollment files provided by the state to eligibility records in the CONTRACTOR's claims processing system.
 - xii. Disseminate eligibility data to partner counties.
 - xiii. Work cooperatively with COUNTY to problem-solve barriers to the timely and accurate gathering of encounter data throughout COUNTYs system of care.

- xiv. Validate encounter data submissions to the state by comparing CONTRACTOR system data with files provided by the state.
- xv. Assist State and COUNTY with validation of all encounters submitted during rate and risk setting periods.
- xvi. Provide education and training, to COUNTY, contracted providers and partner counties.
- xvii. CONTRACTOR guarantees that COUNTY will achieve an annual encounter data accuracy level of at least 90% as well as meet all other applicable regulatory standards.

3. Mailing Services

Mailing services for member mailings, as needed, will be provided to COUNTY in the following manner: CONTRACTOR will bill COUNTY for printing and postage costs, labor costs for the preparation of the mailings will be considered part of the contracted reimbursement to the CONTRACTOR, outlined in Attachment A.

EXHIBIT B

COMPENSATION

- A. COUNTY shall compensate CONTRACTOR for claims processing and encounter data activities associated with Oregon Health Plan members enrolled with Health Share of Oregon at the rate of \$0.56 per member per month.

CONTRACTOR shall submit an invoice for payment as described in Section III Compensation and Payment, (B) Method of Payment. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services specified in Exhibit A, Scope of Work.

- B. COUNTY shall reimburse CONTRACTOR for the actual cost of claims authorized by Health Share and paid to providers by CONTRACTOR.
1. COUNTY made an initial advance payment of \$250,000 to CONTRACTOR in January 2010. CONTRACTOR will track the advance monthly and reconcile the advance upon termination of this agreement, at which time CONTRACTOR will return any remaining balance to COUNTY.
 2. CONTRACTOR will request payments for the actual amount of claims paid on a weekly basis and will submit a full report of claims paid for reconciliation by COUNTY. COUNTY will arrange for a transfer of funds for weekly claims payments by such date as agreed to by both parties.
- C. COUNTY shall compensate CONTRACTOR for claims processing activities associated with "indigent" client in the amount of \$2.80 per claim processed. CONTRACTOR will request payment for the actual amount of claims paid on a weekly basis and will submit a full report of claims processed for reconciliation by COUNTY. COUNTY will arrange for a transfer of funds for weekly claims payment by such date as agreed to by both parties.
- D. COUNTY shall reimburse CONTRACTOR for the cost of printing (if applicable) and postage for distribution of the Member Handbook to its membership. CONTRACTOR shall submit an invoice for payment of printing and postage costs as described in Section III Compensation and Payment, (B) Method of Payment.

COPY

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Cindy Becker
Director

June 20, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the State of Oregon,
acting by and through its Oregon Health Authority, for
Operation of a Community Mental Health Program in Clackamas County

Purpose/Outcomes	This agreement provides funding to the County for local administration, mental health and addiction services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	This is a revenue agreement with a current value of \$16,246,243.80.
Funding Source	Oregon Health Authority – No County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates June 30, 2015
Previous Board Action	The previous 2011-2013 biennial agreement was approved by the Board of County Commissioners on June 16, 2011 agenda item 061611-A3
Contact Person	Jill Archer, Director – Behavioral Health Division – (503)742-5336
Contract No.	6247

BACKGROUND:

This is a continuation of an agreement with the State of Oregon since 1993. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this agreement. Through this agreement the County Behavioral Health Division provides local administration, addictions and mental health services to Clackamas County residents.

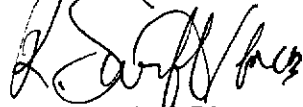
This contract is effective July 1, 2013 and continues through June 30, 2015. This contract was reviewed and approved by County Counsel May 1, 2013.

RECOMMENDATION:

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

We further recommend that Jill Archer, Director of the Behavioral Health Division, be authorized to act as County Financial Assistance Administrator under the terms of this agreement with authority to sign proposed amendments to the following: Exhibit C Financial Assistance Award, as well as Exhibit A Definitions and Exhibit B Service Descriptions on behalf of the County.

Respectfully submitted,


Cindy Becker, Director

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

AGREEMENT # 141403

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

This 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Clackamas County**, a political subdivision of the State of Oregon ("County").

RECITALS

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, County has requested financial assistance from OHA to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, in connection with County's request for financial assistance and in connection with similar requests from other counties, OHA and representatives of various counties requesting financial assistance, including the Association of Oregon Counties, have attempted to conduct agreement negotiations in accordance with the Principles and Assumptions set forth in a Memorandum of Understanding that was signed by both parties;

WHEREAS, OHA is willing, upon the terms of and conditions of this Agreement, to provide financial assistance to County to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, various statutes authorize OHA and County to collaborate and cooperate in providing for basic community addictions and mental health programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds; and

WHEREAS, within existing resources awarded under this Agreement, each CMHP/LMHA shall develop a plan to improve the integration of mental health, chemical dependency and physical/dental health care services with each Coordinated Care Organization (CCO) serving individuals in the CMHP/LMHAs county or counties. The plan shall be submitted as part of the Biennial Implementation Plan, required by ORS 430.630(9)(b), except for Central Oregon counties subject to the Regional Health Improvement Plan (RHIP) as identified in Oregon Laws 2011, SB204, Sections 13 -20. and be limited to providing a brief description of the approach, the basic goals and expected outcomes, and be attached hereto in Exhibit C.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective on July 1, 2013. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2015.
- 2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B-1	Service Descriptions
Exhibit B-2	Specialized Service Requirements
Exhibit C	Biennial Implementation Plan or Regional Health Improvement Plan
Exhibit D-1	Financial Assistance Award
Exhibit D-2	OWITS Financial Assistance Award
Exhibit E	Special Terms and Conditions
Exhibit F	General Terms and Conditions
Exhibit G	Standard Terms and Conditions
Exhibit H	Required Federal Terms and Conditions
Exhibit I	Required Provider Contract Provisions
Exhibit J	Provider Insurance Requirements
Exhibit K	Startup Procedures
Exhibit L	Catalogue of Federal Domestic Assistance (CFDA) Number Listing

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) this Agreement without Exhibits, (b) Exhibit H, (c) Exhibit A, (d) Exhibit D, (e) Exhibit E, (f) Exhibit B-1, (g) Exhibit B-2, (h) Exhibit C, (i) Exhibit G, (j) Exhibit F, (k) Exhibit I, (l) Exhibit J, (m) Exhibit K, (n) Exhibit K, (o) Exhibit L.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY
ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT,
AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Clackamas County
By:**

Authorized Signature	Title	Date
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**State of Oregon acting by and through its Oregon Health Authority
By:**

Authorized Signature	Title	Date
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**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

**EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Descriptions, Specialized Service Requirements and special conditions in the Financial Assistance Award. When a word or phrase is defined in a particular Service Description, Specialized Service Requirement or special condition in the Financial Assistance Award, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the particular Service Description, Specialized Service Requirement or special condition in which it is defined.

1. **“Addiction Services”** means prevention, treatment, maintenance and recovery services for individuals diagnosed with substance use and problem gambling disorders or are at risk of developing those disorders.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
3. **“Addictions and Mental Health” or “AMH”** means a division within the Oregon Health Authority that is responsible for substance abuse and problem gambling prevention and treatment services, children and adult mental health services, maintaining custody of persons committed to the state by courts for care and treatment of mental illness, and managing the state hospital system.
4. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County under this Agreement from the Financial Assistance Award with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions, and in accordance with Exhibit F, Section 1, Disbursement and Recovery of financial assistance.
5. **“Allowable Costs”** means the costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, special conditions identified in the Financial Assistance Award (FAA), or otherwise.
6. **“Amending Line”** has the meaning set forth in Exhibit D-1.
7. **“Authorizing Resolution”** has the meaning set forth in section 4 of Exhibit F.
8. **“Biennial Implementation Plan” or “BIP”** means a mechanism for the Community Mental Health Programs to articulate the service needs of their communities and plans to meet those needs as required by ORS 430.632.
9. **“Claim”** has the meaning set forth in section 1 of Exhibit G.

10. **"Client"** means, with respect to a particular Service, any individual who is receiving that Service, in whole or in part, with funds provided under this Agreement.
11. **"Client Process Monitoring System" or "CPMS"** means OHA's information system that tracks and documents Service delivery or any successor system designated by OHA.
12. **"Community Mental Health Program" or "CMHP"** means a centrally organized and coordinated program of services for persons with mental and emotional disorders and addiction dependencies operated by, or contractually affiliated with a LMHA and operated in a specific geographic area of the State of Oregon.
13. **"Community Outcome Management and Performance Accountability Support System" or "COMPASS"** means the AMH project to implement a new contracts system, roll out an optional free Electronic health records system (OWITS), and enhance the collection of data through another new system (MOTS).
14. **"Coordinated Care Organizations" or "CCO"** means an entity that has been certified by the Oregon Health Authority to provide coordinated and integrated health services.
15. **"Corresponding Line"** has the meaning set forth in Exhibit D-1.
16. **"County"** has the meaning set forth in the first paragraph of this Agreement.
17. **"County Financial Assistance Administrator"** means a County appointed officer to administer this Agreement and amend the Financial Assistance Award on behalf of County, by execution and delivery of amendments to this Agreement in the name of County in hard copy, or electronically.
18. **"DHS"** means the Department of Human Services of the State of Oregon.
19. **"Drug Court" or "Drug Treatment Court"** means any court given the responsibility pursuant to ORS 3.450 to handle cases involving substance-abusing offenders through comprehensive supervision, drug testing, treatment services and immediate sanctions and incentives.
20. **"Federal Funds"** means all funds paid to County under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
21. **"Financial Assistance Award" or "FAA"** means the description of financial assistance set forth in Exhibit D attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. Disbursement of funds identified in the FAA is made by OHA using procedures described in the Exhibit B-1 Service Description for each respective Service.
22. **"Grant Appeals Board"** has the meaning set forth in section 1 of Exhibit F.
23. **"Local Mental Health Authority" or "LMHA"** means the county court or board of commissioners of one or more counties who choose to operate a CMHP.
24. **"Medicaid"** means Federal Funds received by OHA under Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of state medical assistance programs by OHA.
25. **"Mental Health Services"** means treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.

26. **“Misexpenditure”** means money, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that:
- (a) Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon and whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - (b) Is identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
 - (c) Is identified by the State of Oregon or OHA as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.
27. **“Measures and Outcomes Tracking System” or “MOTS”** means the AMH data system that stores data submitted by AMH contractors and subcontractors.
28. **“Overexpenditure”** means money disbursed by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement/payment reconciliation permitted or required by this Agreement, as in excess of the amount County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or Exhibit E.
29. **“Oregon Web Infrastructure for Treatment Services” or “OWITS”** means 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data and 2) a system to manage the AMH services and County Financial Assistance Agreements.
30. **“Program Area”** means any one of the following: Mental Health Services or Addiction Services.
31. **“Provider”** has the meaning set forth in section 5 of Exhibit F. As used in a Service Description and elsewhere in this Agreement where the context requires, Provider also includes County if County provides the Service directly.
32. **“Provider Contract”** has the meaning set forth in section 6 of Exhibit F.
33. **“Regional Health Improvement Plan” or “RHIP”** means a mechanism for Central Oregon counties subject to the Regional Health Improvement Plan (RHIP) as identified in Oregon Laws 2011, SB204, Sections 13 -20.
34. **“Service(s)”** means any one of the following services or group of related services as described in Exhibit B-1, whose costs are covered in whole or in part with financial assistance pursuant to Exhibit D of this Agreement. Only Services whose costs are covered in whole or in part with financial assistance pursuant to Exhibit D, as amended from time to time, are subject to this Agreement.

Service Name	Service Code
Local Administration – Mental Health Services	MHS 01
Local Administration – Addictions Services	A&D 03
A&D Special Projects	A&D 60
Adult Alcohol and Drug Residential Treatment	A&D 61
Housing Services for Dependent Children Whose Parents are in Alcohol and Drug Residential Treatment	A&D 62
Alcohol and Drug Residential Capacity Services	A&D 67
Problem Gambling Residential Services	A&D 82
Non-Residential Mental Health Services For Adults – General	MHS 20
Child and Adolescent Mental Health Services	MHS 22
Non-Residential Youth and Young Adults Mental Health Services In Transition (Designated)	MHS 26
Residential Mental Health Treatment Services for Youth and Young Adults In Transition	MHS 27
Residential Treatment Services	MHS 28
Enhanced Care/Enhanced Care Outreach Services	MHS 31
Adult Foster Care Services	MHS 34
Older/Disabled Adult Mental Health Services	MHS 35
Pre-Admission Screening and Resident Review Services	MHS 36
MHS Special Projects	MHS 37
Projects For Assistance In Transition From Homelessness (PATH) Services	MHS 39

35. **“Service Description”** means the description of a Service set forth in Exhibit B-1.
36. **“Specialized Service Requirement”** means any one of the following specialized service requirements as described in Exhibit B-2 whose costs are covered in whole or in part with Financial Assistance pursuant to Exhibit D of this Agreement. Only Services whose costs are covered in whole or in part with financial assistance pursuant to Exhibit D, as amended from time to time, are subject to this Agreement.

<u>Specialized Service Requirement Name</u>	<u>Specialized Service Requirement Code</u>
Intensive Treatment and Recovery Services	A&D 61A
Secure Residential Treatment Facility	MHS 28A
Relative Foster Care	MHS 34A
Gero-Specialist	MHS 35A
APD Residential	MHS 35B

37. **“Underexpenditure”** means money disbursed by OHA under this Agreement that remains unexpended at Agreement termination or expiration, other than money County is permitted to retain and expend in the future under section 4.b of Exhibit F.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT B-1

SERVICE DESCRIPTIONS

Not all Services described in Exhibit B-1 may be covered in whole or in part with financial assistance pursuant to Exhibit D of this Agreement. Only Services whose costs are covered in whole or in part with financial assistance pursuant to Exhibit D, as amended from time to time, are subject to this Agreement.

Service Name: **Local Administration – Mental Health Services**

Service ID Code: **MHS 01**

1. Service Description

Mental Health Local Administration (MHS 01) is the central management of a Mental Health Services system on behalf of an LMHA for which financial assistance is included in Exhibit D-1, "Financial Assistance Award" of this Agreement. As related to the Residential system, MHS 01 includes planning and resource development, coordination of a Mental Health Services system with state hospital services, negotiation and monitoring of contracts and subcontracts, and documentation of service delivery in compliance with state and federal requirements.

2. Performance Requirements

In providing MHS 01 Mental Health Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.

3. Special Reporting Requirements

No special reporting requirements.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. **Calculation of Financial Assistance:** The financial assistance awarded for MHS 01 is general financial assistance to County for local administration of Mental Health Services. Accordingly, OHA will not track delivery of MHS 01 Services or service capacity on a per unit basis so long as County utilizes the funds awarded for MHS 01 on administration of a Mental Health Services system on behalf of an LMHA. Total OHA financial assistance for MHS 01 Services under a particular line of the Financial Assistance Award, Exhibit D-1 shall not exceed the total funds awarded for MHS 01 as specified on that line.
- b. **Disbursement of Funds:** Unless a different disbursement method is specified in Exhibit D-1, "Financial Assistance Award", OHA will disburse the financial assistance awarded for MHS 01 Services identified in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in funds awarded for MHS 01 Services on that line of the Financial Assistance Award.
- c. **Agreement Settlement:** Agreement Settlement will be used to confirm County's administration of a Mental Health Services system on behalf of a LMHA and reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of financial assistance awarded for MHS 01 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the delivery of Mental Health Services and the financial assistance awarded for those services under a particular line of the Financial Assistance Award.

Service Name: **Local Administration – Addictions Services**

Service ID Code: **A&D 03**

1. **Service Description**

Local Administration (A&D 03) is the central management of an Addictions Services system on behalf of a LMHA for which financial assistance is included in Exhibit D-1, “Financial Assistance Award”, of this Agreement. A&D 03 includes planning and resource development, coordination of service delivery for alcohol abuse, drug abuse and problem gambling, negotiation and monitoring of contracts and subcontracts, and documentation of service delivery in compliance with state and federal requirements.

2. **Performance Requirements**

In providing A&D 03 Services for Addiction Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.

3. **Special Reporting Requirements**

No special reporting requirements.

4. **Financial Assistance Calculation and Disbursement Procedures**

a. **Calculation of Financial Assistance:** The financial assistance awarded for A&D 03 is intended to be general financial assistance to County for local administration for Addiction Services. Accordingly, OHA will not track delivery of A&D 03 Services or service capacity on a per unit basis so long as County utilizes the funds awarded for A&D 03 on administration of an Addictions Services system on behalf of a LMHA. Total OHA financial assistance for A&D 03 Services under a particular line of Exhibit D-1, “Financial Assistance Award” shall not exceed the total funds awarded for A&D 03 as specified on that line.

b. **Disbursement of Funds.** Unless a different disbursement method is specified in Exhibit D-1, “Financial Assistance Award”, OHA will disburse the financial assistance awarded for A&D 03 Services identified in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in funds awarded for A&D 03 Services on that line of the Financial Assistance Award.

c. **Agreement Settlement:** Agreement Settlement will be used to confirm County’s administration of an Addictions Services system on behalf of a LMHA and reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of financial assistance awarded for A&D 03 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the delivery of Addictions Services and the financial assistance awarded for those services under a particular line of Exhibit D-1, “Financial Assistance Award”.

Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR ADULTS (GENERAL)**

Service ID Code: **MHS 20**

1. Service Description

Non-Residential Mental Health Services For Adults (General) (MHS 20) are mental health services delivered to persons diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.

Non-Residential Mental Health Services for Adults (General) shall include one or more of the following:

- a. Supported Housing service payment;
- b. Rental Assistance;
- c. Non-Medically approved services required by PSRB (Part C); and
- d. Other services as needed for individuals at the sole discretion of AMH.

2. Performance Requirements

Providers of MHS 20 shall provide coordination of care services for county of responsibility residents in residential treatment programs, which include extended care managed services, regardless of the location. The coordination of care shall include participation in the residential provider's treatment planning process and in planning for the individual's transition to outpatient services.

Providers of MHS 20 Services funded through this Agreement must:

- a. Comply with OAR 309-032-1500 through 309-032-1565, as such rules may be revised from time to time;
- b. Maintain a Certificate of Approval, for the delivery of clinical services, in accordance with OAR 309-012-0130 through OAR 309-012-0220, as such rules may be revised from time to time; and
- c. Investigate and report allegations of abuse regarding served individuals and provide protective services to those individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0000 through 407-045-0980, as such statutes and rules may be revised from time to time.

3. Special Reporting Requirements

Providers of MHS 20 Services funded through this Agreement must:

- a. Submit information and data on abuse reports, investigations and protective services involving individuals to whom the Provider provides MHS 20 Services, as such information and data is reasonably requested by the Oregon Health Authority (OHA) in order to fully understand allegations and reports of abuse, the resulting investigations and protective services and any corrective actions.
- b. All individuals receiving MHS 20 Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:
 - (1) the Client Processing Monitoring System (CPMS as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time.
 - (2) the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement & Settlement Procedures

OHA provides financial assistance for MHS 20 Services in three different ways, through Part A, Part B ("Limitation"), and Part C Awards. The Award is set in Exhibit D-1, "Financial Assistance Award", on MHS 20 lines in column one (1) that contain an "A" for Part A or "B" for Part B or "C" for Part C Award.

The Part B award is not calculated, disbursed or settled under this Agreement, but is included for budgetary purposes. The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing the OHA for Medicaid mental health services outlined in the Chemical Dependency Medicaid Provider Manual. OHA calculates the rates and the claims are processed through the OHA's Medicaid Management Information System (MMIS). OHA calculates the Part B limitation and OHA's Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. Rates are available on the OHA website located at <http://www.oregon.gov/oha/amh/pages/tools-providers.aspx#m>. OHA will provide notice to Contractor in a timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/oha/amh/publications/other/provider2009manual.pdf>

The Part A Award financial assistance will be calculated, disbursed and settled as follows:

- a. Calculation of Financial Assistance: The Part A Award for MHS 20 Services is intended to be general financial assistance to County for MHS 20 Services. Accordingly, OHA will not track delivery of MHS 20 Services or service capacity on a per unit basis so long as County offers and delivers MHS 20 Services as part of its CMHP.
 - (1) Total OHA financial assistance for MHS 20 Services under a particular line of Exhibit D-1, "Financial Assistance Award", shall not exceed the total funds awarded for MHS 20 Services as specified on that line.
 - (2) OHA is not obligated to provide financial assistance for any MHS 20 Services delivered to individuals that are not properly reported in accordance with section 3., "Special Reporting Requirements" above or as required by this Service Description or an applicable Specialized Service Requirement by the date sixty (60) days after the earlier of termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 20 Services, or termination of County's obligation to include the Program Area, in which MHS 20 Services fall, in its CMHP.
- b. Disbursement of financial assistance: Unless a different disbursement method is specified in that line of Exhibit D-1, "Financial Assistance Award", OHA will disburse the Part A Award for MHS 20 Services identified in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments.
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 20 Services on that line of the Financial Assistance Award.
- c. The Part C Award financial assistance will be disbursed as follows:
 - (1) Unless a different disbursement method is specified in that line of Exhibit D-1, "Financial Assistance Award", OHA will disburse the Part C Award for MHS 20 Services identified in a particular line of the Financial Assistance Award to County per receipt and approval of written invoice, with attached copy of the bill or receipt for the item or service and a copy of the POC and CCO refusal of payment, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Part C Awards for PSRB non-medically approved services is for the time period as shown only and does not carry forward into following years funding.
- d. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 20 Services by County as part of its CMHP, based on data properly reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement. The settlement process will not apply to funds awarded for Rent Subsidy payments.

Service Name: **CHILD AND ADOLESCENT MENTAL HEALTH TREATMENT
FOSTER CARE SERVICES**

Service ID Code: **MHS 22**

1. **Service Description**

Funds awarded for MHS 22 Services that are identified in Exhibit D-1, "Financial Assistance Award", as subject to Treatment Foster Care Services are reserved in Oregon Health Authority's (OHA) budget for delivery of individual skills training services to Medicaid-eligible children residing in specialty foster homes approved by DHS' Children, Adults and Family Division (CAF).

MHS 22 Services may be delivered, as appropriate, in clinic, home, school or other settings familiar and comfortable for the individual receiving such services.

2. **Performance Requirements**

Providers of MHS 22 Services funded through this Agreement must comply with applicable law including, but not limited to OAR 309-032-1540 (6), (7), (8), & (9) and OAR 309-016-0605 through 309-016-0650, as such rules may be revised from time to time, and maintain a Certificate of Approval in accordance with OAR 309-012-0130 through 309-012-0220, as such rules may be revised from time to time.

Providers of MHS 22 Services funded through this Agreement must be certified to provide Intensive Community-Based Treatment and Support Services (ICTS), or must refer children who meet criteria for ISA services to a provider certified as an ICTS provider under OAR 309-032-1540 (5).

3. **Special Reporting Requirements**

All individuals receiving services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. **Financial Assistance Calculation, Disbursement and Settlement Procedures**

- a. Funds awarded for MHS 22 Services that are identified in Exhibit D-1, "Financial Assistance Award", (the "MHS 22 Limitation") are not calculated, disbursed or settled under this Agreement. The Limitation is set forth in the Financial Assistance Award on MHS 22 lines that contain a "B" in column one. The Limitation is included in this Agreement for budgetary purposes.

The provider of the Part B service needs to be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services outlined in the Medicaid provider manual. OHA calculates the rates and the claims are processed through OHA' Medicaid Management Information System (MMIS). OHA calculates the Part B limitation and OHA' Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. Rates are available on the OHA website located at <http://www.oregon.gov/oha/amh/pages/tools-providers.aspx#m> OHA will provide notice to Contractor in timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0000 through 309-016-0450 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/oha/amh/publications/other/provider2009manual.pdf>.

- b. **Agreement Settlement:** Agreement Settlement will be used to confirm the offer and delivery of MHS 22 Services by County as part of its CMHP, based on data properly reported in accordance with section 3., "Special Reporting Requirements" above.

Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION (DESIGNATED)**

Service ID Code: **MHS 26**

1. Service Description

Non-Residential Mental Health Services for Youth & Young Adults In Transition (Designated) (MHS 26) are mental health services delivered to individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or in the Young Adults in Transition (YAT) program, specified in Exhibit D-1, "Financial Assistance Award", and have a mental or emotional disorder posing a danger to the health and safety of themselves or others. The purpose of MHS 26 Services is to provide mental health services in community settings that reduce or ameliorate the disabling effects of mental or emotional disorders. Non-Residential Mental Health Services for Youth & Young Adults in Transition (Designated) include:

- a. Care coordination and residential case management services;
- b. Vocational and social services;
- c. Rehabilitation;
- d. Support to obtain and maintain housing;
- e. Abuse investigation and reporting;
- f. Medication and medication monitoring;
- g. Skills training;
- h. Mentoring;
- i. Peer support services;
- j. Emotional support;
- k. Occupational therapy;
- l. Recreation;
- m. Supported employment;
- n. Supported education;
- o. Secure transportation;
- p. Individual, family and group counseling and therapy;
- q. Rent Subsidy;
- r. Non-Medically approved services required by JPSRB (Part C); and
- s. Other services as needed for individuals at the sole discretion of AMH.

2. Performance Requirements

Services to individuals through 25 years of age under the jurisdiction of the JPSRB, or in the Young Adults in Transition (YAT) program, will be delivered with the least possible disruption to positive relationships, and will incorporate the following:

- a. The rapport between professional and individual will be given as much of an emphasis in service planning as other case management approaches;
- b. Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of services and supports across both adolescent and adult systems;
- c. Services will be engaging and relevant to youth and young adults;
- d. Services will accommodate the critical role of peers and friends;
- e. The Individual Service and Support Plan will include a safety component to insure that identity development challenges and boundary issues are not cause for discontinuing service;
- f. The Individual Service and Support Plan will include a specific section addressing services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;
- g. The Young Adult Service Delivery Team or its designee shall provide direction to provider regarding services to be delivered to the youth or young adult; and
- h. Secured Transportation services under MHS 26 will be approved by OHA on a case by case basis.

3. Special Reporting Requirements

- a. County shall provide Oregon Health Authority (OHA) with a summary report of MHS 26 Services delivered with funds provided under this Agreement within 45 days after the end of each State fiscal year or within 40 days of termination, whichever occurs first.

Submit reports to:

Oregon Health Authority
Addictions and Mental Health Services Division
Attention: Contracts Administrator
500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by OHA.

- b. All individuals receiving services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- (1) the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- (2) the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. **Financial Assistance Calculation, Disbursement and Settlement Procedures**

OHA provides financial assistance for MHS 26 Services in three different ways, through Part A, Part B ("Limitation"), and Part C Awards. The Award is set forth in Exhibit D-1, "Financial Assistance Award", on MHS 26 lines in column one (1) that contain an "A" for Part A or "B" for Part B or "C" for Part C Award.

The Part B award is not calculated, disbursed or settled under this Agreement, but is included for budgetary purposes. The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing the OHA for Medicaid mental health services outlined in the Medicaid Provider Manual. OHA calculates the rates and the claims are processed through OHA's Medicaid Management Information System (MMIS). OHA calculates the Part B limitation and OHA's Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. Rates are available on the OHA website located at <http://egov.oregon.gov/OHA/mentalhealth/publications/codebooks/mh0109rates.pdf>. OHA will provide notice to Contractor in timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with OHA's Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0000 through 309-016-0755 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/OHA/mentalhealth/publications/codebooks/manual.pdf>.

The Part A Award financial assistance will be calculated, disbursed and settled as follows:

- a. **Calculation of Financial Assistance:** The Part A Award for MHS 26 Services is intended to be general financial assistance to County or Contractor for MHS 26 Services. Accordingly, OHA will not track delivery of MHS 26 Services under a particular line of Exhibit D-1, "Financial Assistance Award", on a per unit basis so long as County or Contractor offers and delivers MHS 26 Services to the individual designated on that line of the Financial Assistance Award. Total OHA financial assistance for MHS 26 Services under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 26 Services as specified on that line, subject to the following:

- (1) OHA is not obligated to provide financial assistance for any MHS 26 Services delivered to individuals who are not properly reported in accordance with section 3., "Special Reporting Requirements" above or as required by this Service Description or an applicable Specialized Service Requirement by the date sixty (60) days after the earlier of termination of this Agreement, termination of OHA' obligation to provide financial assistance for MHS 26 Services, or termination of County's obligation to include the Program Area, in which MHS 26 Services fall, in its CMHP.
 - (2) OHA will reduce the financial assistance for MHS 26 Services delivered under a particular line of Exhibit D-1, "Financial Assistance Award", containing an "A" in the first column by the amount received by a Provider of MHS 26 Services, as payment of a portion of the cost of the services from an individual receiving such services.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit D-1, "Financial Assistance Award", OHA will disburse the Part A Award for MHS 26 Services identified in a particular line of the Financial Assistance Award to County or Contractor in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under used allotments or non-delivery of services identified in accordance with section 3., "Special Reporting Requirements" above or as required by this Service Description or an applicable Specialized Service Requirement;
 - (2) OHA may, upon written request of county, adjust monthly allotments; and
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 26 Services on that line of the Financial Assistance Award.
- c. The Part C Award financial assistance will be disbursed as follows:
- A. Unless a different disbursement method is specified in that line of Exhibit D-1, "Financial Assistance Award", OHA will disburse the Part C Award for MHS 26 Services identified in a particular line of the Financial Assistance Award to County per receipt and approval of written invoice, with attached copy of the bill or receipt for the item or service and a copy of the POC and CCO refusal of payment, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Part C Awards for JPSRB non-medically approved services is for the time period as shown only and does not carry forward into following years funding.
- d. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 26 services by County as part of its CMHP based on the delivery of MH 26 services as properly reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement. The settlement process will not apply to funds awarded for an approved Rent Subsidy payment.

Service Name: **RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 27**

1. Service Description

Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27) are mental health services delivered to individuals through 25 years of age for individuals under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or in the Youth and Young Adults in Transition program. Residential Mental Health Treatment Services for Youth and Young Adults in Transition (MHS 27) are:

- a. Services delivered on a 24-hour basis to individuals with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization or who are a danger to themselves or others or who otherwise require long-term care to remain in the community; and
- b. Only those individuals who the OHA's Young Adult Service Delivery Team determines are unable to live independently without supervised intervention, training, or support.

The specific MHS 27 Services delivered to an individual are determined based upon an individualized assessment of care and treatment needs and are intended to promote the well being, health, resiliency and recovery of the individual through the availability of a wide-range of residential service options.

MHS 27 Services delivered in appropriately licensed and certified programs or facilities include, but are not limited to, the following:

- a. Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- b. Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- c. Money and household management;
- d. Supervision of daily living activities such as skill development focused on nutrition, personal hygiene, clothing care and grooming, and communication skills for social, health care, and community resources interactions;
- e. Provision of care including assumption of a responsibility for the safety and well-being of the individual;
- f. Administration, supervision and monitoring of prescribed and non-prescribed medication, and client education on medication awareness;

- g. Provision or arrangement of routine and emergency transportation;
- h. Developing skills to self manage emotions;
- i. Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;
- j. Management of physical or health problems including, but not limited to, diabetes and eating disorders;
- k. Skill training;
- l. Mentoring, peer delivered services and peer support services;
- m. Positive use of leisure time and recreational activities;
- n. Supported Education;
- o. Supported Employment;
- p. Occupational Therapy; and
- q. Recreation.

2. Performance Requirements

The Young Adult Service Delivery Team or its designee shall provide direction to the provider regarding the prioritization of individuals for admission.

Services to Youth and Young Adults in Transition will be delivered with the least possible disruption to positive relationships, and will incorporate the following:

- a. The rapport between professional and individual will be given as much of an emphasis in service planning as other case management approaches;
- b. Services will be coordinated with applicable adjunct programs serving both children and adults so as to facilitate smoother transitions and improved integration of services and supports across both adolescent and adult systems;
- c. Services will be engaging and relevant to Youth & Young Adults in Transition;
- d. Services will accommodate the critical role of peers and friends;
- e. The Individual Service and Support Plan will include a safety component to insure that identity development challenges and boundary issues are not cause for discontinuing service; and
- f. The Individual Service and Support Plan will include a specific section addressing services and supports unique to the developmental progress of Youth & Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention.

Services to JPSRB Youth and Young Adults in Transition shall be delivered in support of the conditional release plan as set forward by the JPSRB Board.

3. Special Reporting Requirements

County or Contractor must complete and deliver to Oregon Health Authority (OHA) the "Personal Care Data Form For Residential Facilities" for any individual receiving MHS 27 Services funded through this Agreement when the individual is transferred to another residence or facility operated by the Provider, the individual is transferred to another Provider of MHS 27 Services, MHS 27 Services to the individual end or the payment rate for the individual changes. An individual's payment rate may only be changed after consultation with and approval by OHA and only if the MHS 27 Services for that individual are funded from the Residential Limitation (as defined below).

If County has authorized or anticipates authorizing delivery of MHS 27 Services to an individual with funds from the Residential Limitation (as defined below) and wishes to reserve MHS 27 service capacity for that individual for a short period of time when the individual is not actually receiving the services, the provider must submit a written Reserved Service Capacity Payment (RSCP) Request and Contract Amendment Request to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP and Contract Amendment Request, OHA and County shall execute an amendment to the Financial Assistance Award to reduce Funding, Part A, and Residential Limitation, Part B, and add funds necessary to make the approved payments to reserve the service capacity to the Part A Award. OHA shall have no obligation to make the payments unless and until the Financial Assistance Award has been so amended.

If County has authorized or anticipates authorizing delivery of MHS 27 Services to an individual and wishes to reserve MHS 27 service capacity for that individual for a short period of time when the individual is not actually receiving the services, County must submit a written Reserved Service Capacity Payment (RSCP) Request and Contract Amendment Request to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP and Contract Amendment Request, OHA and County shall execute an amendment to the Financial Assistance Award to reduce Residential Limitation, Part B, and add funds necessary to make the approved payments to reserve the service capacity to the Part A Award. OHA shall have no obligation to make the payments unless and until the Financial Assistance Award has been so amended.

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. **Financial Assistance Calculation, Disbursement and Settlement Procedures**

OHA provides financial assistance for MHS 27 Services in two different ways. Certain funds (the "Part A Award") are calculated, disbursed and settled as set forth in section 4.a. below. The Part A Award is set forth in Exhibit D-1, "Financial Assistance Award", on MHS 27 lines that contain an "A" in column one. Other funds (the "Residential Limitation") are not calculated, disbursed or settled under this Agreement. These funds are set forth in Exhibit D-1, "Financial Assistance Award", on MHS 27 lines that contain a "B" in column one and are paid as described in section 4.b. below.

a. The Part A Award will be calculated, disbursed and settled as follows:

- (1) Calculation of Financial Assistance. OHA will provide financial assistance for MHS 27 Services identified in a particular line of the Financial Assistance Award, Exhibit D-1 with an "A" in column one from funds identified on that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 27 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
 - (a) Total OHA payment for MHS 27 Services delivered under a particular line in Exhibit D-1, "Financial Assistance Award", containing an "A" in column one shall not exceed the total funds awarded for MHS 27 Services as specified in that line of the Financial Assistance Award;
 - (b) OHA is not obligated to provide financial assistance for any MHS 27 Services that are not properly reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement by the date sixty (60) days after the earlier of termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 27 Services, or termination of County's or Contractor's obligation to include the Program Area, in which MHS 27 Services fall, in its Community Mental Health Program (CMHP); and
 - (c) OHA will reduce the financial assistance for MHS 27 Services delivered under a particular line of Exhibit D-1, "Financial Assistance Award", containing an "A" in column one by the amount received by a Provider of MHS 27 Services, as payment of a portion of the cost of the services, from an individual receiving such services with funds awarded in that line of the Financial Assistance Award.
- (2) Disbursement of Financial Assistance. OHA will disburse funds awarded for MHS 27 Services identified in a particular line of Exhibit D-1, "Financial Assistance Award", with an "A" in column one, to County or Contractor in substantially equal monthly allotments during the period

specified in that line of the Financial Assistance Award, subject to the following:

- (a) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under used allotments identified in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement;
 - (b) OHA may, upon written request of County, adjust monthly allotments; and
 - (c) Upon amendment to the financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 27 Services on that line of the Financial Assistance Award.
- (3) Agreement Settlement. Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 27 Services under a particular line of Exhibit D-1, "Financial Assistance Award", containing an "A" in column one and amounts due for such services provided by County based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County is determined by actual amount of services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement.

The settlement process will not apply to funds awarded for an approved Reserved Service Capacity Payment.

b. Part B Limitation:

The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services outlined in the Medicaid provider manual. OHA calculates the rates and the claims are processed through OHA's Medicaid Management Information System (MMIS). OHA calculates the Part B limitation and OHA's Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. OHA sets procedures and rates for the Limitation. Rates are available on the OHA website located at <http://www.oregon.gov/oha/amh/pages/tools-providers.aspx#m>

OHA will provide notice to County in timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for

Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/oha/amh/publications/other/provider2009manual.pdf>

- c. Residential Limitation. The Residential Limitation Part B, is disbursed by OHA directly to service providers based on monthly rates authorized by County or Contractor after consultation with OHA, subject to the following:
- (1) All payment rates authorized by County under this section 4.b. for delivery of MHS 27 Services must meet the following requirements:
 - (a) The rates must be reasonable under the facts and circumstances in existence at the time each rate is set, including but not limited to the state of the market for MHS 27 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;
 - (b) County may (i) set different rates for delivery of MHS 27 Services to different individuals and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payment for MHS 27 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board;
 - (c) County must document its methodology for determining a particular rate and furnish such documentation to OHA. County or Contractor shall retain such documentation in accordance with section 10 of Exhibit E of this Agreement.
 - (2) County shall not authorize, in aggregate under this section 4.b., financial assistance for MHS 27 Services in excess of the Residential Limitation. Total aggregate financial assistance means the total of all financial assistance authorized before reducing payments to account for client resources received by the provider from a client, or another on behalf of the client, in support of client care and services provided;
 - (3) The monthly rate will be prorated for any month in which the individual is not served for a portion of the month;
 - (4) Financial assistance will be reduced (offset) by the amount of client resources received by the provider from the client or the client's health insurance in support of client care and services provided; and
 - (5) The Residential Limitation is included in this Agreement for budgetary purposes. If OHA anticipates that payments for MHS 27 Services authorized by County under this section 4.b. will exceed the amount of the Residential Limitation, OHA may unilaterally reduce the award of funds, as set forth in Exhibit D-1, "Financial Assistance Award", for any other MHS Service or Services to the extent of the general fund portion of the anticipated Residential Limitation shortfall. OHA and County or Contractor shall execute an appropriate amendment to the Financial Assistance Award to reflect the reduction of the Part A Award and the increase in the Residential Limitation.

Service Name: **RESIDENTIAL TREATMENT-SERVICES**

Service ID Code: **MHS 28**

1. Service Description

Residential Treatment Services (MHS 28) are:

- a. Services delivered on a 24-hour basis to individuals 18 years of age or older with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization or who are a danger to themselves or others or who otherwise require continuing care to remain in the community; and
- b. Services delivered to individuals who the County, in conjunction with the Oregon Health Authority (OHA) determines are unable to live independently without supervised intervention, training or support.

The specific MHS 28 Services delivered to an individual are determined based upon an individualized assessment of treatment needs and development of plan of care that are intended to promote the well being, health and recovery of the individual through the availability of a wide-range of residential service options.

MHS 28 Services delivered in Residential Treatment Facilities (as defined in OAR 309-035-0100 through 309-035-0190) (RTF) or Residential Treatment Homes (as defined in OAR 309-035-0250 through 309-035-0460) (RTH), or another licensed setting approved by OHA include, but are not limited to, the following:

- a. Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- b. Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- c. Management of personal money and expenses;
- d. Supervision of daily living activities and life skills such as training with nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management and using community resources;
- e. Provision of care including assumption of a responsibility for the safety and well-being of the individual;

- f. Administration and supervision of prescribed and non-prescribed medication;
- g. Provision or arrangement of routine and emergency transportation;
- h. Management of aggressive or self-destructive behavior;
- i. Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- j. Management of physical or health problems, including, but not limited to, seizures or incontinency.

Financial assistance is dependent upon an individual meeting defined criteria, established by the Oregon Health Authority (OHA) and posted on the OHA, Addictions and Mental Health (AMH) website. OHA and its designees have the authority to review Clinical records and have direct contact with individuals. The County and any Providers must notify individuals in writing within five state business days of a determination on admission, as defined by OHA policy, posted on the OHA AMH website located at: <http://www.oregon.gov/oha/amh/Pages/tools-providers.aspx>.

2. Performance Requirements

A provider of MHS 28 services shall give first priority in admission to referrals from individuals transitioning from the State Hospitals, and referrals of individuals on the State Hospital wait list.

A Provider of MHS 28 Services funded through this Agreement must deliver the Services in a facility licensed as a Residential Treatment Facility or Secured Residential Treatment Facility under OAR 309-035-0100 through 309-035-0190 or as a Residential Treatment Home under OAR 309-035-0250 through 309-035-0460, as such rules may be revised from time to time.

3. Special Reporting Requirements

County must complete and deliver to OHA the form as prescribed by OHA for any individual receiving MHS 28 Services funded through this Agreement when the individual is transferred to another residence or facility operated by the Provider, the individual is transferred to another Provider of MHS 28 Services, MHS 28 Services to the individual end or the payment rate for the individual changes. An individual's payment rate may only be changed after consultation with and approval by OHA and only if the MHS 28 Services for that individual are funded from the Residential Limitation (as defined below).

If County has authorized or anticipates authorizing delivery of MHS 28 Services to an individual and wishes to reserve MHS 28 service capacity for that individual for a short period of time when the individual is not actually receiving the services, County must submit a written Reserved Service Capacity Payment (RSCP) Request and Contract Amendment Request to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP and Contract Amendment Request, OHA and County shall execute

an amendment to the Financial Assistance Award to reduce Residential Limitation, Part B, and add funds necessary to make the approved payments to reserve the service capacity to the Part A Award. OHA shall have no obligation to make the payments unless and until the Financial Assistance Award has been so amended.

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

OHA provides financial assistance for MHS 28 Services in two different ways. Certain funds (the "Part A Award") are calculated, disbursed and settled as set forth in Section 4.a. below. The Part A Award is set forth in Exhibit D-1, "Financial Assistance Award", on MHS 28 lines that contain an "A" in column one. Other funds (the "Residential Limitation") are not calculated, disbursed or settled under this Agreement. These funds are set forth in Exhibit D-1, "Financial Assistance Award", on MHS 28 lines that contain a "B" in column one and are paid as described in Section 4.b. below.

Part B Limitation: The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services outlined in the Medicaid provider manual. OHA calculates the rates and the claims are processed through OHA's Medicaid Management Information System (MMIS). OHA calculates the Part B limitation and OHA's Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. OHA sets procedures and rates for the Limitation. Rates are available on the OHA website located at <http://www.oregon.gov/oha/amh/pages/tools-providers.aspx#m>.

OHA will provide notice to County in timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/oha/amh/publications/other/provider2009manual.pdf>.

- a. The Part A Award will be calculated, disbursed and settled as follows:

- (1) Calculation of Financial Assistance. OHA will provide financial assistance for MHS 28 Services identified in a particular line of Exhibit D-1, "Financial Assistance Award" with an "A" in column one from funds identified on that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 28 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
 - (a) Total OHA payment for MHS 28 Services delivered under a particular line in the Financial Assistance Award containing an "A" in column one shall not exceed the total funds awarded for MHS 28 Services as specified in that line of the Financial Assistance Award;
 - (b) OHA is not obligated to provide financial assistance for any MHS 28 Services that are not properly reported in accordance with section 2., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement by the date 60 days after the earlier of termination or expiration of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 28 Services, or termination of County's obligation to include the Program Area, in which MHS 28 Services fall, in its Community Mental Health Program (CMHP); and
 - (c) OHA will reduce the financial assistance for MHS 28 Services delivered under a particular line of the Financial Assistance Award containing an "A" in column one by the amount received by a Provider of MHS 28 services, as payment of a portion of the cost of the services from an individual receiving such services.
- (2) Disbursement of Financial Assistance. Unless a different disbursement method is specified in that line of Exhibit D-1 "Financial Assistance Award", OHA will disburse funds awarded for MHS 28 Services identified in a particular line of the Financial Assistance Award with an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under used allotments identified in accordance with section 3., "Special Reporting Requirements" above or applicable Special Terms and Conditions.
 - (b) OHA may, upon written request of County, adjust monthly allotments.

(c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 28 Services on that line of the Financial Assistance Award.

(3) Agreement Settlement. Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 28 Services under a particular line of Exhibit D-1, “Financial Assistance Award”, containing an “A” in column one and amounts due for such services provided by County based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County is determined by the actual amount of services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with section 3. “Special Reporting Requirements” above or as required in an applicable Specialized Service Requirement.

The settlement process will not apply to funds awarded for an approved Reserved Service Capacity Payment.

b. Residential Limitation. The Residential Limitation, Part B is disbursed by OHA directly to service providers based on monthly rates authorized by County after consultation with OHA, subject to the following:

- (1) All payment rates authorized by County under this Section IV (B) for delivery of MHS 28 Services must meet the following requirements:
 - (a) The rates must be reasonable under the facts and circumstances in existence at the time each rate is set, including but not limited to the state of the market for MHS 28 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services.
- (2) County shall not authorize, in aggregate under this Section IV (B), financial assistance for MHS 28 Services in excess of the Residential Limitation. Total aggregate financial assistance means the total of all financial assistance authorized before reducing payments to account for client resources received by the provider from a client, or another on behalf of the client, in support of client care and services provided;
- (3) The monthly rate will be prorated for any month in which the individual is not served for a portion of the month;
- (4) Financial assistance will be reduced (offset) by the amount of client resources received by the provider from the client or client’s health insurance in support of client care and services provided;

- (5) The Residential Limitation is included in this Agreement for budgetary purposes. If OHA anticipates that payments for MHS 28 Services authorized by County under this Section IV (B) will exceed the amount of the Residential Limitation, OHA may unilaterally reduce the award of funds, as set forth in the Financial Assistance award, for any other MHS Service or Services to the extent of the general fund portion of the anticipated Residential Limitation shortfall. OHA and County shall execute an appropriate amendment to the Financial Assistance Award to reflect the reduction of the Part A Award and the increase in the Residential Limitation; and
- (6) OHA is not obligated to provide financial assistance for any MHS 28 Services that are not properly reported in accordance with section 3., "Specialized Reporting Requirements" above or as required in an applicable Specialized Service Requirement by the date 60 days after the earlier of termination or expiration of this Agreement, termination of OHA' obligation to provide financial assistance for MHS 28 Services or termination of County's obligation to include the Program Area, in which MHS 28 Services fall, in its CMHP.

Service Name: **ENHANCED CARE AND ENHANCED CARE OUTREACH SERVICES**

Service ID Code: **MHS 31**

1. Service Description

Enhanced Care Services and Enhanced Care Outreach Services (MHS 31) enable an individual to leave, or avoid placement in, the geriatric treatment units at the Oregon State Hospital (OSH). MHS 31 Services are outpatient community mental health and psychiatric rehabilitation services delivered to individuals that are Aging and People with Disabilities (APD) service need eligible and who have been deemed eligible by the Enhanced Care Services (ESC) Coordinator. Eligibility criteria includes, but is not limited to, the following:

- a. Severe and persistent mental illness or behavioral disorders;
- b. Reside in a nursing facility, residential care facility, assisted living facility or foster home operated by a Provider licensed by the Department of Human Services (DHS) Aging and People with Disabilities Division (APD); and
- c. Exhibit symptoms and related behaviors requiring a high level of service including, but not limited to:
 - (1) History of self-endangering behaviors with a likelihood of continued self-endangering behaviors without 24-hour supervision;
 - (2) Aggressive behavior that could not be managed in a lesser level of care;
 - (3) Intrusive or sexually inappropriate behavior;
 - (4) Inability to set and maintain appropriate personal boundaries requiring a high level of management and supervision;
 - (5) Intractable psychiatric symptoms requiring intensive management, problematic medication needs and ongoing potential adjustments of multiple medications requiring 24-hour supervision;
 - (6) Documented history of failed community placements; and
 - (7) Length of stay at a psychiatric hospital and been denied placement in a lesser level of care.

Requirements for MHS 31 also include:

- (1) Evaluation: All individuals shall be evaluated by the provider and local APD licensed facility staff prior to placement; and
- (2) Transition/Discharge: CMHP or its designee shall notify Enhanced Care Services (ECS) Coordinator prior to transition from ECS. The CMHP or

its designee shall notify the ECS Coordinator within three working days of any change in an individual's medical or psychiatric condition which jeopardizes the placement.

2. Performance Requirements

Providers of MHS 31 Services funded through this Agreement must comply with OAR 309-032-1540 (3), as such rules may be revised from time to time.

Providers of MHS 31 Services funded through this Agreement must maintain a Certificate of Approval in accordance with OAR 309-012-0130 through 309-012-0220, as such rules may be revised from time to time.

MHS 31 Services funded through this Agreement may only be delivered to individuals who satisfy the requirements for receipt of nursing facility or community based care under Medicaid as specified in OAR 411-015-0000 through 411-015-0100, as such rules may be revised *from time to time*, and who receive such services in a nursing facility, residential care facility, assisted living facility or foster home operated by a Provider that has entered into an agreement with the APD Division to provide services to designated individuals and that is licensed by DHS', APD Division.

If County wishes to use MHS 31 funds made available under this Agreement for delivery of MHS 31 Services to otherwise eligible individuals not residing in an APD facility, County must receive a variance from the Oregon Health Authority (OHA) in accordance with OAR 309-032-1565, as such rules may be revised from time to time.

3. Special Reporting Requirements

Providers of MHS 31 Services funded through this Agreement must complete and submit the following forms to OHA in accordance with the instructions in the forms:

- a. Monthly Enhanced Care Services Census Report;
- b. Enhanced Care Services Referral Outcome Form;
- c. ECS Data Base Part I;
- d. ECS Data Base Part II; and
- e. Enhanced Care Staffing Requirement Report Form.

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at:

<http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>,
and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. **Financial Assistance Calculation, Disbursement and Settlement Procedures**

OHA provides financial assistance for MHS 31 Services in two different ways, through Part A and part B ("Limitation") Awards. The Award is set in Exhibit D-1., "Financial Assistance Award", on MHS 31 lines in column one that contain an "A" for Part A or "B" for Part B Award.

The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services outlined in the Medicaid provider manual. OHA calculates the rates and the Part B Limitation and the claims are processed through OHA's Medicaid Management Information System (MMIS). OHA's Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. Rates are available on the OHA website located at <http://www.oregon.gov/oha/amh/pages/tools-providers.aspx#m>.

OHA will provide notice to County in timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/oha/amh/publications/other/provider2009manual.pdf>.

The Part A Award financial assistance will be calculated, disbursed and settled as follows:

- a. **Calculation of Financial Assistance:** The Part A Award for MHS 31 Services is intended to be general financial assistance to County for MHS 31 Services. Accordingly, OHA will not track delivery of MHS 31 Services on a per unit basis so long as County offers and delivers MHS 31 Services as part of its CMHP. Total OHA financial assistance for MHS 31 Services under a particular line of Exhibit D-1., "Financial Assistance Award", shall not exceed the total funds awarded for MHS 31 Services as specified on that line.
- b. **Disbursement of financial assistance:** OHA will disburse the Part A Award for MHS 31 Services identified in a particular line of Exhibit D-1., "Financial Assistance Award", to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments.

(2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes for MHS 31 Services on that line of the Financial Assistance Award.

c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 31 Services by County as part of its CMHP, based on data properly reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement.

Service Name: **ADULT FOSTER CARE SERVICES**

Service ID Code: **MHS 34**

1. Service Description

Adult Foster Care Services (MHS 34) are services delivered to individuals with chronic or severe mental illness who have been hospitalized or are at immediate risk of hospitalization, are in need of continuing services to avoid hospitalization, or who pose a danger to the health and safety of themselves or others, and who are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer individuals receiving MHS 34 Services. MHS 34 Services are delivered, in part, either by relatives, as defined in OAR 309-040-0305(57), referred to herein as Relative Foster Care, or by non relatives, referred to herein as Non-Relative Foster Care. The purpose of MHS 34 Services is to maintain the individual at his or her maximum level of functioning or to improve the individual's skills to the extent that he or she may live more independently.

MHS 34 Services include, but are not limited to, the following:

- a. Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- b. Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- c. Management of personal money and expenses;
- d. Supervision of daily living activities and life skills such as training with nutritional wellness, personal hygiene, clothing care and grooming, communication, social skills, health care, household management and using community resources;
- e. Provision of care including assuming the responsibility for the safety and well-being of the individual;
- f. Administration and supervision of prescribed and non-prescribed medication;
- g. Provision or arrangement of routine and emergency transportation;
- h. Management of aggressive or self-destructive behavior;
- i. Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- j. Management of physical or health problems, including seizures or incontinence.

2. Performance Standards

Providers of Non-Relative Foster Care MHS 34 Services funded by the Oregon Health Authority (OHA) must comply with OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time.

Prior to commencement of both Relative and Non-Relative Foster Care MHS 34 Services funded by OHA for an individual, County or its designee must develop and submit to OHA for review and approval a personal care plan for the individual. After commencement of MHS 34 Services, the County must insure that the Provider of MHS 34 Services delivers the Services to the individual in accordance with the personal care plan. County must complete a new personal care plan annually for each individual receiving MHS 34 services funded by OHA and review the plan at least every 180 days or as needed and revise the plan as necessary.

County must assist OHA in licensing and certifying homes providing Non-Relative Foster Care MHS 34 Services funded by OHA by performing the following tasks within timelines required in the above-referenced administrative rules:

- a. For new licenses and certifications, inspection of the homes, and completion and submission to OHA of the following forms, as prescribed by OHA: (a) Foster Home License or Certification Application; (b) Foster Home Inspection Form; (c) Criminal History Check; and (c) any other information necessary for licensing or certifying the residences;
- b. For renewal of existing licenses and certifications, inspection of the homes, and completion and submission to OHA of the Foster Home License/Certification Evaluation Forms; and
- c. Assistance to currently-licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:
 - (1) Maintaining and distributing copies of OHA' "Basic Training Course and Self-Study Manual" and associated video tapes;
 - (2) Making test site(s) available, administering tests provided by OHA, and mailing completed tests promptly to OHA for scoring.

OHA will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by the County and as required above.

3. Special Reporting Requirements

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

Enrollments for Relative and Non-Relative Foster Care must include the applicable code for 'Living Arrangement' of the Client.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

OHA provides financial assistance for MHS 34 Services in two different ways. Certain funds (the "Part A Award") are calculated, disbursed and settled as set forth in Section 4.a. below. The Part A Award is set forth in Exhibit D-1., "Financial Assistance Award", on MHS 34 lines that contain an "A" in column one. Other funds (the "Residential Limitation") are not calculated, disbursed or settled under this Agreement. These funds are set forth in the Financial Assistance Award on MHS 34 lines that contain a "B" in column one and are paid as described in Section 4.b. below.

- a. The Part A Award will be calculated, disbursed and settled as follows:
 - (1) **Calculation of Financial Assistance.** OHA will provide financial assistance for MHS 34 Services identified in a particular line of Exhibit D-1, "Financial Assistance Award", with an "A" in column one from funds identified on that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 34 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
 - (a) Total OHA payment for MHS 34 Services delivered under a particular line in the Financial Assistance Award containing an "A" in column one shall not exceed the total funds awarded for MHS 34 Services as specified in that line of the Financial Assistance Award;
 - (b) OHA is not obligated to provide financial assistance for any MHS 34 Services that are not properly reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement by the date sixty (60) days after the earlier of termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 34 Services, or termination of County's obligation to include

the Program Area, in which MHS 34 Services fall, in its Community Mental Health Program (CMHP); and

- (c) OHA will reduce the financial assistance for MHS 34 Services delivered under a particular line of the Financial Assistance Award containing an "A" in column one by the amount received, by a Provider of MHS 34 Services as payment of a portion of the cost of the services from an individual receiving such services with funds awarded in that line of the Financial Assistance Award.
- (2) Disbursement of Financial Assistance. OHA will disburse the Part A funds awarded for MHS 34 Services identified in a particular line of the Financial Assistance Award, Exhibit D-1 with an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (a) OHA may after notice to County, reduce the monthly allotments based on under delivery of services identified in accordance with section 3., "Special Reporting Requirements" above;
 - (b) OHA may, upon written request of County adjust monthly allotments; and
 - (c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for MHS 34 Services on that line of the Financial Assistance Award.
- (3) Agreement Settlement. Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 34 Services under a particular line of Exhibit D-1, "the "Financial Assistance Award", containing an "A" in column one and amounts due for such services provided by County based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County is determined by the actual amount of services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with section 3., "Special Reporting Requirements" or as required in an applicable Specialized Service Requirement.
- b. Part B Limitation. The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services outlined in the Medicaid provider manual. OHA calculates the rates and the claims are processed through OHA's Medicaid Management Information System (MMIS). OHA calculates the Part B limitation and OHA's Division of Medical Assistance Programs (DMAP) disburses the payment directly to service

providers on a fee-for-service basis. Rates are available on the OHA website at <http://www.oregon.gov/oha/amh/pages/tools-providers.aspx#m> . OHA will provide notice to County in a timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/oha/amh/publications/other/provider2009manual.pdf>.

- c. County shall not authorize, in aggregate, financial assistance for MHS 34 Services funded by OHA during the period specified in the Financial Assistance Award, in excess of the Adult Foster Care Limitation. Total aggregate financial assistances means the total of all financial assistance authorized before reducing payments to account for client resources received by the Provider from a client, or another on behalf of the client, in support of client care and services provided.
- d. The monthly rate will be prorated for any month in which the individual is not served for a portion of the month.
- e. Financial Assistance will be reduced (offset) by the amount of client resources received by the Provider from the client in support of client care and services provided.
- f. The Adult Foster Care Limitation is included in this Agreement for budgetary purposes. If OHA anticipates that financial assistance for MHS 34 Services authorized by County will exceed the amount of the Adult Foster Care Limitation, OHA may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other MHS Service or Services to the extent necessary to offset OHA's general fund cost of the payments authorized by County in excess of the Adult Foster Care Limitation. OHA and County shall execute an appropriate amendment to the Financial Assistance Award to reflect the reduction in the funds awarded for the other MHS Service or Services and the increase in the Adult Foster Care Limitation.
- g. OHA is not obligated to pay for any MHS 34 Services that are not properly reported through in accordance with section 3.. "Special Reporting Requirements" above or as required in an applicable Special Service Requirements by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

Service Name: **OLDER/DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

1. **Service Description**

Older/Disabled Adult Mental Health Services (MHS 35) are:

- a. If Specialized Service Requirement 35A applies, specialized geriatric mental health services delivered to older/disabled adults with mental health illness, as such services are further described in the 35A Specialized Service Requirement; or
- b. If Specialized Service Requirement 35B applies, residential services delivered to older/disabled individuals with severe and persistent mental health illness, as such services are further described in the 35B Specialized Service Requirement.

2. **Performance Requirements**

Funds awarded for MHS 35 Services on lines in Exhibit D-1, "Financial Assistance Award", specifying that Specialized Service Requirement 35A applies may only be expended on MHS 35 Services described in paragraph a. below and funds awarded for MHS 35 Services on lines in Exhibit D-1, "Financial Assistance Award", specifying that Specialized Service Requirement 35B applies may only be expended on MHS 35 Services described in paragraph b. below:

- a. If Specialized Service Requirement 35A applies, the funds awarded for MHS 35 Services may only be expended on community based care services for older/disabled adults with mental health illness who are determined eligible for residential services from DHS' Aging and People with Disabilities (APD) Division. Such services include, but are not limited to, medication management, quarterly interagency staffing and follow-up services after treatment in local or state inpatient psychiatric hospitals, or indirect services, including but not limited to, screening, referral, and consultation and training to agencies and caregivers who provide services that may affect older/disabled adults with mental health illness; or
- b. If Specialized Service Requirement 35B applies, the funds awarded for MHS 35 Services may only be expended on residential services for older/disabled adults with severe and persistent mental health illness who are determined not eligible for, yet require, residential services from DHS' APD Division and who meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by the APD Division and has contracted with the APD Division to deliver residential services to specified individuals.

If indirect services, as described in Section 2.a. above, are delivered with MHS 35 funds provided under this Agreement, those services must be available to relevant agencies and

caregivers in the geographic area served by the CMHP operated by or contracted for by County and must be coordinated with protective services provided by DHS' APD Division and County's mental health crisis/commitment service.

All MHS 35 Services delivered with funds provided under this Agreement that are subject to Specialized Service Requirement 35A must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-016-0605(37)) (QMHP) and in compliance with OAR 309-032-1500 through 309-032-1565, Standards for Adult Mental Health Services, as such rules may be revised from time to time. The QMHP delivering such services must have a background with the older/disabled adult population or be participating in relevant training programs to acquire such knowledge.

3. Special Reporting Requirements

County shall provide summary reports on its delivery of MHS 35 Services that are supported with funds provided under this Agreement that are subject to Specialized Service Requirement 35A. The reports must be submitted within 45 days of the end of each State fiscal year (ending June 30) and after the termination of this Agreement.

Submit reports to:

Oregon Health Authority
Addictions and Mental Health Services Division
Attention: Contracts Administrator
500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by the Oregon Health Authority (OHA).

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. Calculation of Financial Assistance: The funds awarded for MHS 35 Services are intended to be general financial assistance to County for MHS 35 Services.

Accordingly, OHA will not track delivery of MHS 35 Services or service capacity on a per unit basis so long as County offers and delivers MHS 35 Services as part of its CMHP. Total OHA financial assistance for MHS 35 Services under a particular line of Exhibit D-1, "Financial Assistance Award", shall not exceed the total funds awarded for MHS 35 Services as specified on that line.

- b. Disbursement of financial assistance: OHA will disburse the Part A funds awarded for MHS 35 Services identified in a particular line of Exhibit D-1, "Financial Assistance Award", to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments; and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 35 Services on that line of the Financial Assistance Award.

- c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 35 Services by County as part of its CMHP, based on data properly reported in accordance with section 3. "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement.

Service Name: **PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES**

Service ID Code: **MHS 36**

1. Service Description

Pre-admission Screening and Resident Review Services (MHS 36) are evaluation services delivered to individuals:

- a. Referred for placement in Medicaid-certified long-term care nursing facilities if they are exhibiting symptoms of a serious mental health illness, or
- b. Residing in Medicaid-certified long-term care nursing facilities experiencing a significant change in mental health status.

Pre-admission Screening and Resident Review Services must determine if:

- a. Individuals have a serious mental health illness, as defined in OAR 309-032-0311; and
- b. If those determined to have a serious mental health illness are appropriately placed in a nursing facility or need inpatient psychiatric hospitalization.

2. Performance Requirements

Providers of MHS 36 Services funded through Medicaid must comply with the Nursing Home Reform Act, under the Omnibus Budget Reconciliation Act OBRA 1987, as amended by OBRA 1990, including, but not limited to, 42 U.S.C. 1396r(e) 7, and OAR 309-048-0050 through 309-048-0130, as such laws and rules may be revised from time to time. Providers must maintain a Certificate of Approval in accordance with OAR 309-012-0130 through OAR 309-012-0220, as such rules may be revised from time to time.

County must insure that all individuals referred for MHS 36 Services by licensed nursing facilities in County (or in the region served by the CMHP operated by or contractually affiliated with County, whichever area is larger) receive MHS 36 review and evaluation services.

All MHS 36 Services funded through Medicaid must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-016-0605) or a Licensed Medical Practitioner (as defined in OAR 309-032-1505).

3. Special Reporting Requirements

Providers of MHS 36 Services funded through Medicaid must complete and deliver to the Oregon Health Authority's (OHA) Addictions and Mental Health Division (AMH), within 21 days after a review, form AMH 0438 and form AMH 0440, with respect to that review.

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation and Disbursement Procedures

OHA provides financial assistance for MHS 36 Services in Part B ("Limitation") Awards. The Award is set in Exhibit D-1, "Financial Assistance Award", on MHS 36 lines in column one that contain "B" for Part B Award.

The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services outlined in the Medicaid provider manual. OHA calculates the rates and the Part B limitation and the claims are processed through OHA's Medicaid Management Information System (MMIS). OHA's Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. Rates are available on the OHA website located at

<http://egov.oregon.gov/OHA/mentalhealth/publications/codebooks/mh0109rates.pdf>. OHA will provide notice to County in timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA's Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755 and OHA's AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/OHA/mentalhealth/publications/codebooks/manual.pdf>, and as it may be revised from time to time.

All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755.

Service Name: **MHS SPECIAL PROJECTS**

Service ID Code: **MHS 37**

1. Service Description

MHS Special Projects (MHS 37) are mental health services within the scope of ORS 430.630 delivered on a demonstration or emergency basis for a specified period of time.

Each project is described in a separate exhibit to this MHS 37 Service Description. When the Financial Assistance Award in Exhibit D-1 contains a line awarding funds for MHS 37 Services, that line will contain a special condition specifying the exhibit to this MHS 37 Service Description that describes the project for which the funds are awarded.

The specific MHS 37 Services to be provided under this Agreement are described in exhibits, if any, to this MHS 37 Service Description, which exhibits are incorporated herein by this reference.

2. Performance Requirements

Providers of MHS 37 Services funded through this Agreement with Medicaid dollars must comply with OAR 309-016-0600 through 309-016-0755. See exhibits, if any, to this MHS 37 Service Description.

3. Special Reporting Requirements

See exhibits, if any, to this MHS 37 Service Description.

4. Payment Procedures

See exhibits, if any, to this MHS 37 Service Description.

Even if the Financial Assistance Award in Exhibit D-1 awards funds for MHS 37 Services, the Oregon Health Authority (OHA) shall have no obligation to provide financial assistance for any MHS 37 Services under this Agreement (even if funds therefore are disbursed to County) unless a special project description is attached to this Service Description as an exhibit.

Exhibit MHS 37-Start-Up

1. Service Description

The funds awarded for this special project must be used for start-up activities described in a Special Condition. For purposes of this special project description, start-up activities are activities necessary to begin, expand, or improve Mental Health Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the start-up activities in a Special Condition, funds awarded for this special project may not be used for real property improvements of \$5,000 and above. When Oregon Health Authority (OHA) funds in the amount of \$5,000 and above are to be used for purchase or renovation of real property, County must contact the Community Housing, Employment & Supports Unit of the Addictions and Mental Health Division and follow procedures as prescribed by that Unit.

Start-Up funds are typically disbursed prior to initiation of services. Funds awarded are used to cover approved allowable Start-Up expenditures as described in Exhibit K that will be needed to provide the services planned and delivered at the specified site(s).

2. Performance Requirements

The funds awarded for this special project may be expended only in accordance with Exhibit K Start-Up Procedures, which is incorporated herein by this reference.

3. Special Reporting Requirements

- a. County must prepare and submit reports to the Oregon Health Authority (OHA) on the expenditure of the funds awarded for this special project and any special conditions which are specified in the Financial Assistance Award. The reports must be prepared in accordance with forms prescribed by OHA and procedures described in Exhibit K Start-Up Procedures.
- b. When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e. the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing OHA's Addictions and Mental Health Division (AMH) as the Security Interest Holder to OHA within five (5) days of the acquisition from the seller. File Security Interest Holder information with DMV as follows:

Oregon Health Authority
Addictions and Mental Health Division

Attention: Contracts Administrator
500 Summer Street NE, E86
Salem, Oregon 97301

Vehicles costing \$1,000 or more must be used to provide the service for which OHA approved the Start-Up funds awarded. Dedicated use must continue for the useful life of the vehicle or five (5) years, whichever is less.

The following steps describe the process for removal of liens:

- (1) To release a vehicle title on which OHA is listed security interest holder County or any subcontractor(s) must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.
 - (2) If approved, the original title is signed off by OHA and forwarded to the County.
- c. The following circumstances require special written authorization from OHA prior to acquisition when using Start-Up funds awarded. These circumstances should be communicated to OHA within fourteen (14) days of the anticipated acquisition date.
- (1) When Leasing:
 - (a) Acquisition of real property, vehicles, or capital items pursuant to a Lease;
 - (b) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition;
 - (c) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.
 - (2) Other:
 - (a) A change in the intended use of Start-Up funds awarded or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. Calculation of Financial Assistance: OHA will provide financial assistance, from funds awarded for this special project in a particular line of Exhibit D-1, "Financial Assistance Award", in an amount equal to the actual allowable expenditures (as described in Exhibit K Start-Up) incurred by a Provider in implementing the special project described herein, subject to the requirements of Exhibit K Start-Up and subject to the following additional restrictions:
 - (1) Total OHA financial assistance for implementation of the special project described herein under a particular line of Exhibit D-1, "Financial

Assistance Award", shall not exceed the total funds awarded for the special project described herein as specified in that line of the Financial Assistance Award; and

- (2) OHA is not obligated to reimburse any special project expenditures that are not properly reported to OHA using forms prescribed by OHA and procedures contained in Exhibit K within sixty (60) days after the earlier of:
 - (a) Termination of this Agreement,
 - (b) Termination of OHA's obligation to provide financial assistance for MHS 37 Services; or
 - (c) Termination of County's obligation to include the Program Area, in which MHS 37 Services fall, in its Community Mental Health Program (CMHP).
- (3) Funds will be awarded for actual allowable expenses up to the limit approved in the Start-Up & Expenditure Inventory Form.
- (4) After execution of the Agreement or any amendment(s) for Start-Up payments, County may request an advance of funds it anticipates using in the subsequent one hundred twenty (120) days.

- b. Disbursement of Financial Assistance: OHA will disburse the funds awarded for this special project in a particular line of Exhibit D-1, "Financial Assistance Award", after OHA's receipt, review and approval of County's properly completed "Start-Up Request & Expenditure Form", as described in and in accordance with Exhibit K Start-Up.

County shall keep a copy of all requests for payment using the Start-Up Request & Expenditure Form.

County shall keep a copy of all Expenditure Reports for Start-Up services using the Start-Up Request & Expenditure Form. County is responsible for requiring its subcontractors to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports, which must include the following by service element:

- (1) The amount advanced;
- (2) The amount expended on each allowable category, and the amount expended on each item listed for items needing special written approval authorization; and
- (3) Copies of all subcontractor contracts awarding Start-Up payments. Such contracts must require subcontractors to execute dedicated use contracts and other security documentation as required in this Exhibit.

Each County shall maintain supporting documentation for all expenditures (i.e., receipts).

- c. Agreement Settlement. Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for this special project under a particular line of Exhibit D-1, "Financial Assistance Award", and amounts due for implementation of the special project based on actual allowable expenditures incurred in implementing the special project under that line of the Financial Assistance Award during the period specified on that line, as such expenses are properly reported using forms prescribed by OHA and procedures outlined in Exhibit K Start-Up Procedures.

County shall submit all Start-Up Request & Expenditure Reports at the level of detail prescribed by OHA. Any reports not submitted by thirty (30) calendar days after the expiration date of the contract shall not be accepted or owed by OHA.

In the event County fails to submit an expenditure report when due for itself or its subcontractor(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up payments as follows:

- (1) Bill the County for subject payment;
- (2) Following thirty (30) days' non-response to the billing, initiate a payment reduction schedule against any current payments or advances being made to County; or
- (3) Take other action needed to obtain payment.

**EXHIBIT MHS 37-Peer Delivered Services (PDS) to MHS 37 Service Description
MHS Special Projects**

1. Service Description

This special project is known as the Peer Delivered Services (PDS) project. "Peer Delivered Services" means an array of agency or community-based services and supports provided by peers and peer support specialists to individuals or family members with similar lived experience, that are designed to support the needs of individuals and families as applicable. This support may be financially compensated or voluntary. The PDS project will assist the establishment or expansion of PDS in a specified geographic area for the period of the Agreement.

2. Performance Requirements

County shall use the funds awarded under this Agreement for this special project to implement PDS in a manner that benefits individuals with a severe and persistent mental illness.

3. Special Reporting Requirements

Within 30 days after the end of each subject quarter, the County shall submit to the Oregon Health Authority's (OHA) Addictions and Mental Health Division (AMH), a quarterly report that includes:

- a. Amount of funds spent as of the end of the reporting period;
- b. Description of PDS implementation progress, technical assistance needs, and any relevant implementation challenges;
- c. Number of persons with severe and persistent mental illness who were trained or received PDS services during the quarter; and
- d. Outcome measures to include:
 - (1) Shortened hospital stays;
 - (2) Improved ability to cope with mental illness
 - (3) Reduced crisis events
 - (4) Improved quality of life
 - (5) Increased level of empowerment

Reports shall be submitted to:

Oregon Health Authority
Addictions and Mental Health Services Division
Attention: Contracts Administrator
500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by OHA.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. Calculation of Financial Assistance: Funds awarded for this special project are intended to be general financial assistance to County for this special project. Accordingly, OHA will not track delivery of special project services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. Total OHA financial assistance for this special project shall not exceed the total funds awarded for this special project as specified in Exhibit D-1, "Financial Assistance Award".
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit D-1. "Financial Assistance Award", OHA will disburse the funds awarded for this special project on a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County adjust monthly allotments; and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments to reflect changes in the funds awarded for this special project on that line of the Financial Assistance Award.
- c. Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project described herein based on data properly reported through reports required or permitted by this special project description.

Exhibit MHS 37 - Flexible Funding
MHS Special Projects

1. Service Description

Flexible funding is the promotion, prevention, early identification and intervention of conditions that lead to mental health, substance use and addiction disorders. This focus will lead to improved outcomes and enhanced healthcare experiences for individuals as well as reduce overall expenditures.

County will have the flexibility to allocate the funds to meet community needs and statutory requirements.

Based upon the source of the funds shown in OWITS, County shall prioritize persons to be served as outlined in ORS 430.644, federal Mental Health and Substance Abuse Prevention and Treatment grants, and OAR 309-032-1525.

County is responsible to establish and maintain a structure for meaningful system design and oversight that includes involvement by individuals and families across all ages that have or are receiving addictions or mental health services.

System design and oversight structure must include:

- a. Planning
- b. Implementation
- c. Monitoring
- d. Evaluation of services and supports
- e. Involvement in activities that focus on:
 - (1) Resource allocation
 - (2) Outcomes
 - (3) Quality improvement
 - (4) Advisory councils

2. Performance Requirements

County shall provide the following Services, subject to availability of funding. Services may be reduced commensurate with reductions in funding by OHA:

- a. Behavioral Health Promotion and Prevention.
 - (1) Behavioral Health Promotion and Prevention is distinct from treatment.
 - (2) Behavioral Health Promotion and Prevention is focused on changing common influences on the development of individuals across their lifespan, reducing risk factors and increasing protective factors.
 - (3) Behavioral Health Promotion and Prevention is designed to target universal populations and indicated populations based on risk.

- (4) Behavioral Health Promotion and Prevention must incorporate the Strategic Planning Framework (SPF). The SPF provides an effective, comprehensive prevention process and a common set of goals to be adopted and integrated at all levels. This process is built upon state and local data assessment, building capacity, development of a comprehensive strategic plan, implementation of evidence-based strategies, and evaluation of work.
- (5) The SPF takes a public health approach to prevent community problems. The focus is on change for entire populations, collections of individuals who have one or more personal or environmental characteristics in common. Population-based public health considers an entire range of factors that determine health.
- (6) The SPF strives to infuse data in decisions made across all steps. Deliberate processes to collect, analyze, interpret and apply lessons from data will drive state prevention efforts.

b. Outreach (Case Finding), Early Identification and Screening, Assessment and Diagnosis.

- (1) Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate services.
- (2) Early Identification and Screening: Conduct periodic and systematic methods that identify individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the Biennial Implementation Plan (BIP), or Regional Health Improvement Plan (RHIP) as applicable, pursuant to Exhibit C;
- (3) Assessment and Diagnosis: Perform multidimensional biopsychosocial assessment as appropriate based on OAR 309-032-1525 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions.
 - (a) Use the following standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture and language.
 - i. American Society of Addiction Medicine (ASAM) for individuals receiving alcohol and drug services
 - ii. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services and intensive community services. "Intensive community services" are defined as assertive community treatment, intensive case management and supported/supportive housing.
 - iii. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument

(ECSII) for children receiving services with an Intensive Community-Based Treatment and Support Services or Intensive Treatment Services as described in OAR 309-032-1540 (5 and 6).

(b) Identify individuals who need intensive care coordination.

c. Initiation and Engagement.

Promote initiation and engagement of individuals receiving services and supports which may include but are not limited to:

- (1) Brief motivational counseling;
- (2) Supportive services to facilitate participation in ongoing treatment; and
- (3) Withdrawal management for Substance Use and Addiction Disorders, supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal, following assessment.

d. Therapeutic Interventions.

(1) General Community Based Services which may include:

- (a) Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the individual;
- (b) General outpatient services;
- (c) Medication Management for:
 - i. Mental Health disorders
 - ii. Substance Use disorders

(A) Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to services for individuals using medications to treat and manage addictions.

(B) Pharmacotherapy, if prescribed, should be provided in addition to and directly linked with psychosocial treatment and support.

(d) Detoxification for alcohol and drug dependent individuals under OAR 415-012-0000 through 415-012-0090 and 415-050-0000 through 415-050-0095 and the equivalent type of service for pathological gamblers. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process.

- (e) Meaningful individual and family involvement; and
 - (f) Services provided by peers. The County is encouraged to make available services and supports delivered by peers. If the County lacks these services and supports, the County is encouraged to develop a plan to expand the array of services and supports provided by peers in a manner that is consistent with their Biennial Implementation Plan (BIP), or Regional Health Improvement Plan (RHIP) as applicable, and in consultation with AMH.
- (2) Provide Crisis Services including but not limited to 24 hours a day, seven days a week screening to determine the need for immediate services for any individual requesting assistance or for whom assistance is requested.
 - (3) Provide Pre-Commitment Services:
 - (a) Pre-commitment investigation
 - (b) Treatment planning and referral
 - (c) Adherence to the individual's rights through all legal proceedings.
 - (4) Provide Acute Care Services in accordance with ORS 430.630 and ORS 426.241. Except as provided by ORS 426.241(1), which states that "[t]he county is responsible for the cost when state funds available therefore are exhausted," County need only provide services up to the funding amount outlined in the document found at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>
Acute Care Services shall be provided to:
 - (a) An individual in need of emergency hold services under ORS 426.232 and ORS 426.233.
 - (b) An individual committed to Oregon Health Authority under ORS 426.130.
 - (c) An individual voluntarily seeking crisis services provided that service capacity is available and the individual satisfies one or more of the following criteria:
 - i. The individual is at high risk for an emergency hold or civil commitment without voluntary inpatient psychiatric services; or
 - ii. The individual has a history of psychiatric hospitalization and is beginning to decompensate and for whom a short period of inpatient psychiatric treatment may provide stabilization; or
 - iii. The individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.
 - (5) Provide monitoring and supervision services to all individuals under the Jurisdiction of the Psychiatric Security Review Board (PSRB) or the

Juvenile Psychiatric Security Review Board (JPSRB) that have been referred to County:

- (a) Assessment and evaluation for the Court and the PSRB or JPSRB of an individual for Conditional Release from a state hospital or facility designated by OHA or placement on a waiting list for conditional release from a state hospital or facility designated by OHA to determine if the individual can be treated in the community; this includes identification of the specific requirements for the community placement of an individual.
 - (b) Supervision and Urinalysis Drug Screen consistent with the Conditional Release Order.
 - (c) Coordination with a state hospital or facility designated by OHA on transition activities related to conditional release of an individual.
 - (d) Administrative activities related to the supervision services described above, including but not limited to:
 - i. Modification of Conditional Release Orders.
 - ii. Revocations of conditional release.
 - iii. Admission or re-admission to a state hospital.
 - iv. Respond to Law Enforcement Data System (LEDS) notifications as a result of contact by the individual with law enforcement agencies.
- (6) Provide alcohol and drug treatment services in accordance with ORS 813.270. County shall be responsible for meeting service targets communicated by the Oregon Health Authority and are subject to regular review and reconciliation.

Treatment program and Driving under the Influence of Intoxicants (DUI) information program services shall be provided to:

- (a) Individuals who enter diversion agreements under ORS 813.200 and who are found to be indigent.
- (b) Individuals required to comply with the obligations imposed under ORS 813.020 or ORS 471.432 and who are found to be indigent.

OHA may redistribute the funding allocations quarterly, based on utilization data.

- (7) Provide Secured Transport.
- (8) Supported Employment (SE), Assertive Community Treatment (ACT) and Early Assessment and Support Alliance (EASA). When providing these services, the County shall provide SE, ACT and EASA services in a manner that is consistent with fidelity standards established by AMH.

- (a) Assess individuals to determine whether SE, ACT and EASA services and supports are appropriate.
 - (b) Provide those services with the individual's engagement and choice.
 - (c) The assessment and SE, ACT or EASA services and supports must be provided by Providers that meet fidelity standards found at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.
 - (d) If the County lacks qualified Providers to deliver SE, ACT or EASA services and supports, the County is encouraged to develop a plan to develop qualified Provider network or to access SE, ACT or EASA for individuals in a manner that is consistent with their BIP, or RHIP as applicable, and in consultation with AMH.
- e. Continuity of Care and Recovery Management.
- (1) Continuity of Care
 - (a) Coordinate and facilitate access to appropriate housing services and community supports in the individual's community of choice.
 - (b) Facilitate access to appropriate levels of care and coordinate management of services and supports based on an individual's needs in the community of choice.
 - (c) Facilitate access to services and supports provided in the community and individual's home designed to assist children and adults with mental health disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed.
 - (d) Coordinate with other agencies to provide intensive care coordination sufficient to help individuals prevent placement in a more restrictive level of care and to be successfully served in their community of choice.
 - (2) Recovery Management
 - a. Continuous case management.
 - b. Monitoring of conditions and ongoing recovery and stabilization.
 - c. Individual and family engagement.
 - d. Transition planning that addresses the individual's needs and goals.

3. Special Reporting Requirements

- a. Biennial Implementation Plan (BIP) as identified in ORS 430.630 (9) (c) except for Central Oregon counties subject to the Regional Health Improvement Plan (RHIP) as identified in Senate Bill 204 (2011), Sections 6. The components of the RHIP are identified in OAR 309-014-0320.

- (1) Components of the BIP or RHIP can be found at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.
- (2) Submit BIP, or RHIP as applicable, in compliance with AMH BIP Policy and Procedures as specified in OHA's BIP Guidelines located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>. For counties subject to the RHIP, submit RHIP in compliance with OAR 309-014-0340.
 - (a) 2015-2017 BIP or RHIP due to OHA no later than March 1, 2015. County must participate in the collaboration process for revisions that result in an approved BIP or RHIP.

b. PSRB/JPSRB Supervision Services

- (1) County must submit a copy of the Conditional Release Order to AMH for all individuals conditionally released into the community each month no later than 15 calendar days following the month the conditional release occurred.
- (2) PSRB/JPSRB monthly progress report: County must submit a copy of each individual's monthly progress report to the PSRB/JPSRB directly, with a copy to OHA no later than 15 calendar days following the month supervision services were delivered.

c. Jail Diversion

- (1) For services funded with this financial assistance fully or partially:
 - (a) Report the number of individuals receiving services intended to divert from jail.
 - (b) Report the number of individuals receiving services intended to divert from Oregon State Hospital aid and assist services.

- (2) The reporting schedule is as follows:

Data from July 1-December 31, 2013 due February 14, 2014
 Data from January 1-June 30, 2014 due August 15, 2014
 Data from July 1-December 31, 2014 due February 14, 2015
 Data from January 1-June 30, 2015 due August 15, 2015

- (3) Data will be submitted on a form provided by AMH.
- (4) Co-management

County shall facilitate transition of individuals at a state hospital campus within 30 calendar days following the Ready To Transition (RTT) date as determined by the Oregon State Hospital (OSH).

OHA may reduce the monthly allocation, associated with this Special Project, when the County is identified by OHA as the County of

Responsibility of a patient at a state hospital campus and the patient exceeds the RTT date by more than 30 days. The reduction of the monthly allocation will be based on the following table:

Days Beyond RTT	Percentage of State Hospital Cost of Care
0 – 30	0%
31 – 60	25%
61 – 90	50%
91 – 120	75%
121 and over	100%

The percentage of the cost of care will be reduced by an additional 50% if the County’s patient Average Daily Population (ADP) or identified OHA approved multi-county region’s ADP is at or below the ADP Targets established by OHA as indicated at

<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>

State hospital cost of care will be identified in the current Institutional Cost of Care Rates Report published by the Oregon State Hospital Financial Services Division at <http://www.oregon.gov/OHA/amh/osh/cost-of-care.shtml>

An appeal of the reduction in funds related to co-management may be sent in writing to OHA when the procedural problems not related to the County’s actions interfered with the County’s ability to facilitate transition from the state hospital. All appeals must be submitted in writing.

Submit appeal as indicated at <http://www.oregon.gov/OHA/amh/osh/cost-of-care.shtml>

4. Data Reporting

a. The following reporting is required as applicable:

- (1) All individuals receiving Services with funds provided under this Special Project must be enrolled and that client’s record maintained in either:
 - (a) the Client Processing Monitoring System (CPMS) as specified in OHA’s CPMS manual located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>; or
 - (b) the Measures and Outcomes Tracking System (MOTS) as specified in OHA’s MOTS manual located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

(2) If the Services are provided in a designated psychiatric acute care setting, the Services must be reported in Oregon Patient and Resident Care System (OP/RCS) by the hospital providing the service, as specified in the OP/RCS Manual located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

(3) Submission of applicable prevention data via the Minimum Data Set for Prevention (MDS).

All substance abuse prevention services delivered by County or its Providers must be entered into MDS. Mental Health, Education and Outreach service activity may also be captured using the MDS or by submitting bi-annual expenditure and service reports to OHA subject to this Special Project as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

(4) Submission of applicable gambling services data as defined in the Gambling Process Management System (GPMS) Manual located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

(5) County must participate in User Acceptance Testing and implementation activities for a new reporting system as designated by OHA. Once Testing has been completed, County must ensure data is submitted for all individuals receiving services with funds provided under this Special Project by way of one of the following options:

(a) comply with data submission using the Oregon Web Infrastructure for Treatment Services (OWITS) system as specified in the OHA OWITS Memorandum of Understanding located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>, or

(b) comply with the data submission specifications for submitting data using File Transfer from an existing Electronic Health Record (other than OWITS) as specified in the AMH File Transfer Specifications located at

<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>,

or(c) comply with data submission specifications by entering data in the Minimum Data Entry (MDE) application as specified in the AMH MDE user manual located at:

<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

(6) Submission of reports for child and adolescent mental health services provided with funds under this Special Project as applicable:

(a) comply with Level of Service Intensity Determination Data located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>, or

(b) comply with Integrated Service Array (ISA) Progress Review Report located at:

<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

(7) Non-encounter Reporting Categories: County shall submit the following non-encounter data as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>:

- (a) Population or service specific funding carve outs
- (b) Medical and physical health
- (c) Behavioral health
- (d) Transportation and travel
- (e) Service management and planning
- (f) Community services and supports
- (g) Community housing planning and assistance
- (h) Peer Services

b. The reporting schedule is as follows:

- (1) Claims paid data from July 1-December 31, 2013 due February 14, 2014
- (2) Claims paid data from January 1-June 30, 2014 due August 15, 2014
- (3) Claims paid data from July 1-December 31, 2014 due February 14, 2015
- (4) Claims paid data from January 1-June 30, 2015 due August 15, 2015

5. **Financial Reporting**

a. County shall submit all Financial Reports as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

b. County shall submit a narrative that addresses the following:

- (1) Utilization of existing services and programs;
- (2) Innovative strategies, programs or services which have been implemented;
- (3) Strategies, programs or services that are being planned;
- (4) Barriers experienced when planning, implementing or providing services or programs; and
- (5) Analyzing the service data they have reported.

c. The reporting schedule is as follows:

- (1) Data from July 1-December 31, 2013 due February 14, 2014
- (2) Data from January 1-June 30, 2014 due August 15, 2014
- (3) Data from July 1-December 31, 2014 due February 14, 2015
- (4) Data from January 1-June 30, 2015 due August 15, 2015

6. Financial Assistance Calculation, Disbursement & Reconciliation Procedures

a. Calculation of Financial Assistance.

OHA will provide financial assistance identified in Exhibit D-2, "OWITS Financial Assistance Award", from funds identified on that line in an amount equal to the amount set forth in that line of the OWITS Financial Assistance Award, subject to the following:

Total OHA financial assistance for this Special Project under a particular line of Exhibit D-2, "OWITS Financial Assistance Award", shall not exceed the total funds awarded for this Special Project as specified on that line.

b. Disbursement of Financial Assistance.

OHA will disburse the funds awarded for this Special Project on a particular line of Exhibit D-2, "OWITS Financial Assistance Award", to County in substantially equal monthly allotments during the period specified in the OWITS Financial Assistance Award, subject to the following:

- (1) Upon amendment to the OWITS Financial Assistance Award, OHA shall adjust monthly allotments to reflect changes in the funds awarded for this Special Project on that line of the OWITS Financial Assistance Award.

c. Calculation of Incentive Payment:

OHA will provide incentive payments (as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>) identified in Exhibit D-2, "OWITS Financial Assistance Award, with a special condition attached.

d. Disbursement of Incentive Payment:

OHA will disburse the funds awarded for this Special Project incentive payment on a particular line of Exhibit D-2, "OWITS Financial Assistance Award", to County in a one-time payment during the period specified in the OWITS Financial Assistance Award.

e. Agreement Reconciliation:

Agreement Reconciliation will be used to:

- (1) Verify services were provided to priority populations and County complied with specific funding stream requirements, using data properly reported as required in this Special Project.
- (2) Verify County service delivery is consistent with the OHA approved BIP or RHIP as identified in Exhibit C.

Service Name: **PROJECTS FOR ASSISTANCE IN TRANSITION
FROM HOMELESSNESS (PATH) SERVICES**

Service ID Code: **MHS 39**

1. **Service Description**

The PATH program is designed to support the delivery of eligible services to persons who are:

- a. Homeless or at imminent risk of homelessness;
- b. Have serious mental health illnesses; and
- c. May have co-occurring substance use disorders.

Eligible services are as follows:

- a. Outreach services;
- b. Screening and diagnostic treatment services;
- c. Habilitation and rehabilitation services;
- d. Community mental health services;
- e. Alcohol and drug treatment services;
- f. Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where individuals who are homeless require services;
- g. Case management services;
- h. Supportive and supervisory services in residential settings;
- i. Referrals for primary health services, job training, educational services, and relevant housing services; and
- j. Housing services as specified in Section 522 (b) (10) of the Public Health Service Act (PHSA), 42 USC 290cc-22(b)(10) , including:
 - (1) Minor renovation, expansion, and repair of housing.
 - (2) Planning of housing.
 - (3) Technical assistance in applying for housing assistance.
 - (4) Improving the coordination of housing services.
 - (5) Security deposits.
 - (6) Costs associated with matching eligible individuals who are homeless with appropriate housing situations.
 - (7) One-time rental payments to prevent eviction.

OHA places particular emphasis on outreach, screening and diagnostic services. OHA also emphasizes that case management, community mental health services, and alcohol and drug treatment services funded by PATH are meant to be transitions services.

2. Performance Requirements

Providers of MHS 39 Services funded through this Agreement must comply with OAR 309-032-0175 through 309-032-0210, as such rules may be revised from time to time, and must maintain a Certificate of Approval in accordance with OAR 309-012-0130 through 309-012-0220, as such rules may be revised from time to time.

Services provided must be eligible services as stated in the Public Health Services Act, Section 522 (b).

Providers of MHS 39 Services funded through this Agreement shall:

- a. Assist the Oregon Health Authority (OHA), upon request, in the development of an annual application requesting continued funding for MHS 39 Services, including the development of a Budget and an Intended Use Plan for Projects for Assistance in Transition from Homelessness (PATH) funds consistent with federal requirements in Section 526, Part C, Public Health Service Act; and
- b. Provider minimum requirements:
 - (1) At least 85% of individuals serviced must be PATH-eligible and not currently enrolled in community mental health services.
 - (2) Of the total individuals who are PATH-enrolled, 75% must be transitioned into permanent housing.
 - (3) Of the total individuals who are PATH-enrolled, 100% must be engaged in community mental health services.
 - (4) Active participation in the local Continuum of Care.
 - (5) Attendance at semi-annual PATH provider meetings.
 - (6) Attendance at PATH Technical Assistance trainings as requested by OHA.
 - (7) Development of an annual PATH Intended Use Plan including a line item budget and budget narrative.
 - (8) Participation in annual PATH program site reviews conducted by OHA.
 - (9) Participation in Federal site reviews as needed or requested by OHA.

3. Special Reporting Requirements

Providers of MHS 39 Services funded through this Agreement must submit:

- a. Annual on-line report on the activities conducted and services provided during the year with the funds awarded under this Agreement for MHS 39 services. The report must comply with federal requirements for PATH program, as authorized through the Public Health Service Act, Part C, Section 521, as amended, 42 U.S.C. 290cc-21 et seq.; Stewart B. McKinney Homeless Assistance Amendments Act of 1990, Public Law 101-645. Providers must supply actual utilization numbers for the Federal Voluntary Outcomes Measures within the annual on-line report.

- b. Quarterly written report documenting PATH eligible expenditures and actual utilization and demographic data due no later than forty-five (45) days following the end of the reporting period.

Reports shall be submitted to:

Oregon Health Authority
Addictions and Mental Health Services Division
Attention: Contracts Administrator
500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by OHA.

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. Calculation of Financial Assistance: The funds awarded for MHS 39 Services are intended to be general financial assistance for MHS 39 Services. Accordingly, OHA will not track delivery of MHS 39 Services on a per unit basis except as necessary to verify that the performance requirements set forth in the special condition identified in a particular line of Exhibit D-1, "Financial Assistance Award", from funds identified on that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award. Total OHA financial assistance for MHS 39 Services under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 39 Services as specified on that line.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit D-1, "Financial Assistance Award", OHA will disburse the financial assistance awarded for MHS 39 Services identified in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (1) OHA may, upon written consent of County, adjust monthly allotments;
and
- (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 39 Services on that line of the Financial Assistance Award.

c. Agreement Settlement: Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for PATH services, as described herein, under a particular line of Exhibit D-1, "Financial Assistance Award", and satisfaction of the minimum performance requirements, based on data properly reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement and/or through reports required or permitted by this MHS 39 Service Description.

Service Name: **A&D SPECIAL PROJECTS**

Service ID Code: **A&D 60**

1. **Service Description**

A&D Special Projects (A&D 60) are alcohol and drug abuse services within the scope of ORS 430.630. Each project is described in a separate exhibit to this A&D 60 Service Description. When Exhibit D-1, "Financial Assistance Award" contains a line awarding funds for A&D 60 Services, that line will contain a special condition specifying the exhibit to this A&D 60 Service Description that describes the project for which the funds are awarded.

The specific A&D 60 Services for which financial assistance is provided under this Agreement are described in exhibits, if any, to this A&D 60 Service Description, which exhibits are incorporated herein by this reference.

2. **Performance Standards**

See exhibits, if any, to this A&D 60 Service Description.

3. **Special Reporting Requirements**

See exhibits, if any, to this A&D 60 Service Description.

4. **Payment Procedures**

See exhibits, if any, to this A&D 60 Service Description.

Even if the Financial Assistance Award awards funds for A&D 60 Services, OHA shall have no obligation to disburse any funds or provide financial assistance under this Agreement for any A&D 60 Services (even if funds therefore are disbursed to County) unless a corresponding special project description is attached to this Service Description as an exhibit.

Exhibit A&D 60-Startup

1. Service Description

The funds awarded for this special project must be used for start-up activities described in a special condition. For purposes of this special project description, start-up activities are activities necessary to prepare for new or revised implementation of alcohol and drug abuse services.

2. Performance Requirements

The funds awarded for this special project may be expended only in accordance with Exhibit K, Startup Procedures, which is incorporated herein by this reference.

3. Special Reporting Requirements

County shall prepare and submit expenditure reports to OHA on the expenditure of the funds awarded for this special project. Reports shall be sent to:

Oregon Health Authority
Addictions and Mental Health Division
Attention: Contracts Administrator
500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by OHA.

4. Financial Assistance Calculation and Disbursement Procedures

a. Financial Assistance Calculation: OHA will provide financial assistance for this special project, from funds identified in a particular line of Exhibit D-1, "Financial Assistance Award", in an amount equal to the actual allowable expenditures (as described in Exhibit K, Startup Procedures) incurred in implementing the special project during the period specified in that line, subject to the requirements of Exhibit K, Startup Procedures and subject to the following additional restrictions:

- (1) Total financial assistance for implementation of the special project described herein under a particular line of Exhibit D-1, "Financial Assistance Award", shall not exceed the total funds awarded for the special project described herein in that line of the Financial Assistance Award; and
- (2) OHA is not obligated to provide financial assistance for any special project expenditures that are not properly reported to OHA using forms and procedures described in Exhibit K, Startup Procedures by the date 60 days after the earlier of termination of this Agreement, termination of OHA's obligation to provide financial assistance for A&D 60 services, or

termination of County's obligation to include the Program Area, in which A&D 60 Services fall, in its CMHP.

- b. **Disbursement:** OHA will disburse the funds awarded for this special project in a particular line of Exhibit D-1, "Financial Assistance Award", after OHA's receipt of County's properly completed "Request for Payment of Start-Up Funds", as described in and in accordance with Exhibit K, Startup Procedures.

- c. **Agreement Settlement:** Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for these special projects under a particular line of Exhibit D-1, "Financial Assistance Award", and amounts due for implementation of the special projects based on actual allowable expenditures incurred in implementing the special project under that line of the Financial Assistance Award, as such expenses are properly reported using forms and procedures described in Exhibit K, Startup Procedures.

Exhibit A&D 60
Oregon Children's Plan – Parent Child Interaction Therapy

1. Service Description

This special project is intended to meet the goals of the Oregon Childhood System (ORS 417.727) and to serve children ages 2 through 8 and their parents when the children have traits of the disruptive behavior disorders of Conduct Disorder, Oppositional Defiant Disorder and Attention Deficit Hyperactivity Disorder, who are not Medicaid eligible and who have no other resources to pay for services.

All services delivered as part of this special project must be provided in a culturally competent manner, including sensitivity to family, language, race and ethnicity.

This special project will:

- a. Implement the evidence-based practice Parent Child Interaction Therapy (PCIT) with fidelity review by OHA or an OHA approved entity, and provision of services to families;
- b. Demonstrate outreach to and access by identified ethnic, linguistic or cultural minorities;
- c. Establish and maintain a formal relationship with, and support and link family members through referral to a family organization, that meets the purpose of assuring that family and youth voices are part of all decision making and planning for the development of mental health supports and services, quality assurance, and use of resources. The formal relationship includes the following:
 - (1) The relationship is defined in a written agreement;
 - (2) Family representation is included on governing and advisory bodies in numbers that result in meaningful participation; and
 - (3) The family organization is developed by family members; the organization is 51% family members or advocates; and the organization is more than an advisory group of family members. It has links with and standing in the community, operates in accordance with system of care principals, and the support of the County Mental Health Program and the Coordinated Care Organization.
- d. Certify two or more mental health clinicians in PCIT, and at least one of these clinicians is from the identified ethnic, cultural or linguistic population or with experience with the population;
- e. Develop two or more trainers for PCIT, including at least one trainer from the ethnic, cultural or linguistic population or with experience with the population; and
- f. Develop a local and statewide training program in PCIT.

2. Performance Standards

Providers of these special project services must coordinate, collaborate and otherwise participate actively in regularly scheduled meetings with:

- a. The local early childhood team per Oregon Administrative Rule on Early Childhood Planning 423-045-0020 through 423-045-0025;
- b. Service providers and local referral sources for families with the empirically demonstrated risk factors that include:
 - (1) A combination of demographic, child, family, and environmental risks such as single parent; receiving public assistance; lack of employment, current education or job training; being a teen parent; or lack of school diploma or general equivalency diploma (GED);
 - (2) Children with the known circumstances to place them at risk, including placement in foster care; having an incarcerated parent; or homelessness;
 - (3) Children whose parents have factors known to place children at risk, including parental mental health issues, depression, substance abuse, and domestic violence; and
 - (4) Other referral sources for families who are not eligible for services through the Oregon Health Plan.
- c. The local partners for the OHA-funded program Intensive Treatment and Recovery Services for Addicted Families, a cross-system collaborative approach including DHS Children Adults and Families, addiction service providers, recovery support services and early childhood system partners funded through the 2013 Legislatively Adopted Budget; and
- d. The local family-run organization.

Providers of these services must develop the infrastructure for implementing the evidence based practice PCIT, including system, agency and direct service supports, provide initial staff training, support and supervision to at least 2 mental health clinicians. At least one clinician and one trainer must have experience working with the identified population, linguistic capability or links to the ethnic population. Providers will train an annual cohort (5 or more) of clinicians.

Providers of these services must collaborate to develop and implement plans with members from an identified cultural, ethnic or linguistic minority community and a family-run organization to link and retain family members from the identified cultural, ethnic or linguistic population and other appropriate groups with PCIT services. Providers of these services must provide planning, outreach and implementation of culturally, linguistically and ethnically appropriate PCIT services. They must implement any necessary incentives to engage and maintain families in treatment. They must develop information about and referral processes for family members to the local family run organization for peer support, family groups or other support processes. They must provide participating families the means to complete the Youth Services Survey for Families found at <http://www.mhsip.org/>.

Providers of these services must establish and maintain information pertinent to fidelity reviews including:

- a. Content and hours of clinician training, support and supervision;
- b. Evidence of data-driven treatment decisions and the development of performance expectations through the use of the Eyberg Child Behavior Inventory, the Dyadic Parent-Child Interaction Coding System and the Parenting Stress Index-Short Form;
- c. Use of manuals and workbooks for implementing the practice;
- d. Developing, tracking and utilizing client level data in clinical decisions; and
- e. Developing and maintaining appropriate clinic space, equipment and toys for the children.

Providers of these services must participate in one or more fidelity reviews by OHA or an OHA-approved external entity and implement required changes.

Providers of these services must develop and deliver local and statewide training to clinicians in PCIT, including training of a cohort of clinicians to deliver PCIT services following the most current PCIT Training Guidelines in their training of PCIT therapists. The training guidelines are disseminated by the PCIT Training Committee and posted on the PCIT website at <http://pcit.phhp.ufl.edu>. Trainers must stay up-to-date in PCIT innovations by attending conferences, reading the research, etc, and be available to provide guidance and supervision throughout the consultation period.

Providers of these services must disseminate lessons learned, collaborate to develop an Oregon annual forum or regional PCIT conference or provide presentations at other Oregon conferences, and support the implementation of state and local systems of care and other behavioral health cross systems projects.

3. **Special Reporting Requirements**

Each provider of these project services must submit quarterly written reports to OHA in a format prescribed by OHA within 30 days following the end of each calendar quarter including:

- a. Data on the reporting form developed by AMH in conjunction with county PCIT providers, including child and session level data;
- b. One or more case examples describing child behaviors, family challenges and changes accomplished through implementation of PCIT, and noteworthy skill development by clinicians;
- c. Narrative describing project accomplishments and challenges;
- d. Electronic copies of notes from meetings with the local Early Childhood Team, cultural/ethnic or linguistic community members, service providers with the Intensive Treatment and Recovery Services, the family run organization and other referral sources;
- e. Annual report including:

- (2) Names of therapists in training and trained, including the following information:
 - (a) Identified ethnic, cultural or linguistic population or with experience with the population and other specialties;
 - (b) Location of therapists; and
 - (c) Training dates.
 - (3) Names of therapists trained, including identified ethnic, cultural or linguistic population or with experience with the population and other specialties.
 - (4) Description of lessons learned and dissemination activities.
- f. Quarterly and year-to-date budget expenditures.

Providers must prepare and submit a written annual summary of project accomplishments and challenges and a narrative interpretation of project data. Reports must be prepared using forms and procedures prescribed by OHA, and sent to:

Oregon Health Authority
Addictions and Mental Health Division
Attention: PCIT Coordinator
500 Summer Street N.E. E86
Salem, OR 97301-1118

All individuals receiving services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. A dedicated provider number in the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Payment Procedures

Basis of Payment. The funds awarded for this special project are intended to be general financial assistance to County for the project. Accordingly, except as necessary to verify that the performance standards set forth above have been met, OHA will not track delivery of special project services or service capacity on a per unit basis as long as County implements the special project described herein. Total OHA payment for the

special project described herein shall not exceed the total funds awarded for this special project in Exhibit D-1, "Financial Assistance Award".

Disbursement of Funds. OHA will disburse the funds awarded, for the special project services described herein, in a particular line of Exhibit D-1, "Financial Assistance Award", to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award and subject to the following:

- a. OHA may reduce the monthly allotments based on under delivery of services identified through the quarterly reports described above;
 - b. OHA may adjust monthly allotments to meet cash flow requirements for continued delivery of the special project services described herein; and
 - c. OHA may adjust monthly allotments to reflect changes in the funds awarded for the special project services described herein, on that line of the financial Assistance Award as a result of amendments to the Financial Assistance Award.
5. Agreement Settlement Agreement Settlement will be used to confirm implementation of the special project described herein and satisfaction of the minimum performance requirements, based on data properly reported in accordance with section 3., "Special Reporting Requirements" above.

EXHIBIT A&D 60-Strategic Prevention Framework (SPF)

1. Service Description

The Strategic Prevention Framework State Incentive Grant (SPF SIG) program will provide an effective, comprehensive prevention framework with a common set of goals to be adopted and integrated at the local level to:

- Prevent the onset and reduce the progression of substance abuse, including childhood and underage drinking;
- Reduce substance abuse-related problems; and
- Build prevention capacity and infrastructure at the local level.

SPF SIG-funded programs shall utilize the Department of Health and Human Service's Substance Abuse Mental Health Service Administration's (SAMHSA's) SPF SIG (available at <http://prevention.samhsa.gov/evidencebased/evidencebased.pdf>) as the model on which to develop long-range strategic plans and annual action plans. The SPF SIG is a five-step evidence-based process for community planning and decision-making.

The five-step model includes, but is not limited to:

- a. **Assessment:** Mobilize key stakeholders to collect the needed data to understand substance abuse consequences, consumption patterns, and contributing factors to those patterns of the specific drug use issues identified.
- b. **Capacity:** Mobilize/build capacity with a local coalition to change the conditions and address the specific drug use issues identified.
- c. **Planning:** Produce strategic goals, objectives, and performance targets as well as preliminary action plans including a logic model.
- d. **Implementation:** Implement the plan with multiple policies, practices, strategies, or interventions based on characteristics, culture, and context of the target population.
- e. **Evaluation:** Measure impact of SPF and monitor, sustain, improve, or replace implemented practices, policies or programs based on evaluation findings.

SPF SIG services will be implemented through one or more of the SAMHSA Center for Substance Abuse Prevention's (CSAP) six strategies. The six strategies with examples of services are:

- a. **Information Dissemination-** media campaigns, speaking engagements;
- b. **Prevention Education –** school curricula and parenting education and skill building;
- c. **Alcohol, Tobacco & Other Drug (ATOD) free alternatives,** youth leadership and community service projects;
- d. **Problem Identification and Referral –** student assistance programs

- e. Community Based Processes- interagency collaboration, coalition building, and networking;
- f. Environmental/Social Policy- school policies and community laws concerning alcohol, tobacco and other drugs.

2. Performance Requirements

County, in providing A&D 60 Services, must comply with OAR 415-056-0000 through 415-056-0025, and must have a current Letter of Approval issued by OHA.

County must implement its SPF SIG Services funded through this Agreement in accordance with the SPF SIG framework, described in section I, culminating with a Strategic Plan, (Plan), which is subject to OHA approval, within the first six months of funded services. OHA Financial Assistance to the County in the subsequent biennium, for SPF SIG Services, will in part depend upon the County achievement of the outcomes set forth in the Plan. In the event of a conflict or inconsistency between the provisions of the Plan and the provisions of this Service Description, the provisions of this Service Description shall control.

County's performance shall include the following:

Assessment:

- Additional needs assessment data collection: measuring the intervening variables for problem behavior through completion of a logic model. Data is expected to be as localized as possible.
- Complete other assessment tools as directed to include Tri-Ethnic Community Readiness Assessment and cross-site evaluation instruments (e.g. GLI, CLI and PLI).

Capacity:

- One FTE for Project Director.
- Coalition: County must either have in place or form a coalition with required sectors, as defined by the SPF Advisory Council. The coalition must demonstrate the following: mission statement, bylaws (including cultural competency statement/policy), officers, records of meeting notes/minutes, meeting schedule, coalition/board development/training plan, etc.

Planning:

- A comprehensive Plan will be completed for priorities identified by OHA. The Plan will address all five steps of the SPF SIG process with inclusion of sustainability and cultural competency. Logic models addressing root causes or intervening variables from sub-recipient location will be included to ensure that counties will be able to guarantee the right fit of the practices, policies or programs selected for implementation to make countywide changes in the priority area.
- Detailed timelines, goals and objectives, and challenges/barriers will also be addressed in the Plan.

Implementation:

- The Plan will be reviewed by OHA's Evidence-Based Practices Committee to ensure that the appropriate strategies, policies, and practices are implemented to address the priority area. All chosen strategies, policies, and practices must meet the 75% threshold of being evidence based. The Plan must also be approved by the SPF Advisory Council.
- Training will be provided by OHA to ensure that the County has the capacity to deliver and replicate the programs, policies, and practices in order to reach the desired change.

Evaluation:

- County will complete evaluation tools and any other evaluation requirements as instructed by OHA's evaluation team.
- Data entry and reports will be monitored and tracked.
- County will make best efforts to have a written commitment from all of the County's schools to implement the Student Wellness Survey.

County must participate in site visits, any state trainings or required meetings. County shall comply with OHA's written materials provided at OHA's training sessions.

3. Special Reporting Requirements

Ongoing monitoring and evaluation are essential to determine if the outcomes desired are achieved and to assess program effectiveness and service delivery quality. All tools and evaluation measures will be provided by OHA's prevention unit.

- County must provide federally required performance data including the Community Level Instrument (CLI) and the Program Level Instrument (PLI) upon request by OHA, with quarterly reports being completed for and returned to OHA.
- County will complete the needs assessment workbook, evaluation workbook and any other tool deemed reasonably necessary by OHA.
- County must provide a one-year budget narrative (budget detail and justification) for each year of funding to OHA's prevention unit.

4. Financial Assistance Calculation and Disbursement Procedures

- a. Calculation of Financial Assistance. The funds awarded for SPF are intended to be general financial assistance to County for this SPF project. Accordingly, OHA will not track delivery of SPF services on a per unit basis so long as County delivers SPF Services as part of its CMHP. Total OHA financial assistance for SPF Services under a particular line of Exhibit D-1, "Financial Assistance Award", shall not exceed the total funds awarded for SPF Services as specified on that line.

- b. Disbursement: OHA will disburse the funds awarded for SPF Services identified in a particular line of Exhibit D-1, "Financial Assistance Award", to County as set forth in the Special Condition on that line:
- (1) OHA may, upon written request of County, adjust allotments.
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust allotments as necessary, to reflect changes in the funds awarded for SPF Services on that line of the Financial Assistance Award.
 - (3) OHA may, after notice to County, suspend allotments pending receipt of complete and accurate CLI and PLI data and required reports described in Section III above.
- c. Agreement Settlement. Agreement Settlement will be used to verify the inclusion of SPF Services as part of County's CMHP, based on data properly reported to OHA through reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Exhibit A&D 60-Housing Assistance

1. Service Description

Housing Assistance Services are services to assist individuals, who are in recovery from substance abuse, in locating and paying for housing designated as “alcohol and drug free” as defined in ORS 90.243 or approved by the County Alcohol and Drug Abuse Program Manager. Individuals who receive assistance may be living with other family members (e.g. where a parent is re-assuming custody of one or more children).

Housing Assistance Services include:

- a. Rental assistance in the form of cash payments made on behalf of individuals recovering from substance abuse to cover all or a portion of the monthly rent and utilities and may include payment of associated move-in costs, such as cleaning and security deposits; and
- b. Housing coordination services to assist individuals recovering from substance abuse in locating suitable housing, equipping the housing unit, referrals to other resources, and housing repairs. No more than 10% of the total funds awarded under this Exhibit may be used for housing repairs.

2. Performance Standards

All individuals receiving Housing Assistance Services (A&D 60-Housing Services) funded through this Agreement must reside in County, be in recovery from substance abuse and be enrolled in a verifiable program of substance abuse recovery.

Utilization requirements for A&D-60 Housing Assistance will be identified in a special condition subject to funds awarded in a particular line in the Financial Assistance Award.

3. Special Reporting Requirements

For each calendar quarter (or portion thereof) during the period for which financial assistance is awarded under this Agreement for Housing Assistance Services, County shall submit written quarterly progress reports on the delivery of Housing Assistance Services not later than 30 days after the end of the quarter, which shall be sent to:

Oregon Health Authority
Addictions and Mental Health Division
Attention: Housing Specialist
500 Summer Street NE E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by OHA.

4. **Financial Assistance Calculation and Disbursement Procedures**

- a. **Calculation of Financial Assistance.** OHA will provide financial assistance to County for Housing Assistance Services identified in a particular line of Exhibit D-1, "Financial Assistance Award", in an amount equal to the amount of cash assistance actually paid by County on behalf of the individuals for rent assistance, as described above, plus the costs incurred by County in providing housing coordination services, under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
- (1) Total OHA financial assistance for all Housing Assistance Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for Housing Assistance Services as specified in that line of the Financial Assistance Award;
 - (2) OHA is not obligated to provide financial assistance for any Housing Assistance Services that are not properly reported to OHA in the quarterly reports described above; and
 - (3) OHA will not provide financial assistance, under this Agreement, for more than 24 months of Housing Assistance Services for any particular individual unless approved in advance and in writing by OHA.
- b. **Disbursement of Financial Assistance.** Unless a different disbursement method is specified in that line of Exhibit D-1, "Financial Assistance Award", OHA will disburse the funds awarded for Housing Assistance Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under used allotments identified through the required quarterly reports.
 - (2) OHA may, upon written request of County, adjust monthly allotments.
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 60-Housing Assistance Services on that line of the Financial Assistance Award.
- c. **Agreement Settlement.** Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Housing Assistance Services under a particular line of Exhibit D-1, "Financial Assistance Award", and amounts due for such services based on the cash assistance paid on behalf of the individuals for rent assistance and costs incurred by County for housing coordination services under that line of the Financial Assistance Award, as properly reported in the quarterly reports described above.

Service Name: **ADULT ALCOHOL AND DRUG RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **A&D 61**

1. Service Description

Adult Alcohol and Drug Residential Treatment Services (A&D 61) are services delivered to individuals 18 years of age or older who are unable to live independently in the community, cannot maintain even a short period of abstinence and are in need of 24-hour supervision, treatment and care. The purpose of A&D 61 Services is to support, stabilize and rehabilitate individuals and to permit them to return to independent community living. A&D 61 Services provide a structured environment for an individual on a 24-hour basis consistent with Level III of the chemical dependency placement, continued stay and discharge criteria set forth in OAR 309-032-1500 through 309-032-1565, as such rules may be revised from time to time, as appropriate to the individual's needs and include structured counseling, educational services, recreation services, self help group participation services, and planning for self-directed recovery management to support the gains made during treatment. In addition, providers must have written admission policies and procedures in place for individuals who appropriately use prescribed medications to treat addiction. Written policies and procedures must include referrals to alternate treatment resources for those not admitted to the program. A&D 61 Services address the needs of diverse population groups within the community, with special emphasis on ethnic minorities.

2. Performance Requirements

Providers of A&D 61 Services funded through this Agreement must comply with OAR 309-032-1500 through 309-032-1565, as such rules may be revised from time to time. Providers of A&D 61 Services funded through this Agreement must also have a current license issued by the OHA in accordance with OAR 415-012-0000 through 415-012-0090.

- a. Subject to the preference for pregnant women and intravenous drug users described in Exhibit H, Required Federal Terms and Conditions, County and Providers of A&D 61 Services funded through this Agreement must give priority access to such Services first to individuals referred from the Department of Human Services and then to individuals referred by Drug Treatment Courts from within the region as such region is designated by OHA after consultation with County, then from Coordinated Care Organizations, and then from relevant Providers. A&D 61 Services funded through this Agreement may be delivered to individuals referred from any county within the State of Oregon and contiguous areas and no priority or preference shall be given to individuals referred from any particular county, provider or relevant Coordinated Care Organization. Providers of A&D 61 Services funded through this Agreement must only provide such Non-Medicaid funded Services to individuals who are not eligible for Medicaid.

- b. Providers of A&D 61 Services funded through this Agreement must participate in client outcome studies conducted by OHA.

3. Special Reporting Requirements

All individuals receiving services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation and Disbursement Procedures

- a. Calculation of Financial Assistance for Non-Medicaid Funded Services: OHA will provide financial assistance for A&D61 Services identified in a particular line of Exhibit D-1, "Financial Assistance Award", from funds identified on that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of A&D 61 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
 - (1) Total OHA financial assistance for A&D61 Services delivered under a particular line in the Financial Assistance Award shall not exceed the total funds awarded for A&D61 Services as specified in that line in the Financial Assistance Award; and
 - (2) OHA is not obligated to provide financial assistance for any A&D61 Services for individuals who are not properly reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement by the date 60 days after the earlier of termination of this Agreement, termination of OHA's obligation to provide financial assistance for A&D 61 Services, or termination of County's obligation to include the Program Area, in which A&D 61 Services fall under this Agreement.
- b. Disbursement of Financial Assistance for Non-Medicaid funded Services. Unless a different disbursement method is specified in that line of Exhibit D-1, "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 61 Services in a particular line of the Financial Assistance

Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement or Special Terms and Conditions;
- (2) OHA may, upon written request of County, adjust monthly allotments; and
- (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 61 Services on that line of the Financial Assistance Award.

- c. Agreement Settlement. Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for A&D 61 Services under a particular line of Exhibit D-1, "Financial Assistance Award", and amounts due for such services provided based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, "amounts due" is determined by the actual amount of services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement.

Service Name: **HOUSING SERVICES FOR DEPENDENT CHILDREN WHOSE PARENTS ARE IN ALCOHOL AND DRUG RESIDENTIAL TREATMENT**

Service ID Code: **A&D 62**

1. Service Description

Housing Services for Dependent Children Whose Parents are in Alcohol and Drug Residential Treatment (A&D 62) are housing services (room and board) delivered to individuals who are dependent children age 18 and younger so the child(ren) may reside with their custodial parent in the same adult alcohol and drug residential treatment facility.

2. Performance Requirements

Providers of A&D 62 services funded through this Agreement must comply with OAR 309-032-1500 through 309-032-1565, as such rules may be revised from time to time. Providers of A&D 62 services funded through this Agreement must also have a current license issued by the OHA in accordance with OAR 415-012-0000 through 415-012-0090, as such rules may be revised from time to time, and participate in outcome studies conducted by the OHA.

3. Special Reporting Requirements

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation and Disbursement Procedures

- a. **Calculation of Financial Assistance.** The funds awarded for A&D 62 services are intended to be general financial assistance to the County for A&D 62 services with funds provided under this Agreement. Accordingly, the OHA will not track delivery of A&D 62 services on a per unit basis, so long as the County offers and delivers A&D 62 services as part of its CMHP. Total OHA payment for all A&D 62 services delivered under a particular line of Exhibit D-1, "Financial Assistance

Award” shall not exceed the total funds awarded for A&D 62 services as specified in that line of the Financial Assistance Award.

- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of the Financial Assistance Award, OHA will disburse the financial assistance awarded for A&D 62 Services in a particular line of Exhibit D-1, “Financial Assistance Award”, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (1) OHA may, upon written request of County, adjust monthly allotments; and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 62 Services on that line of the Financial Assistance Award.
- c. Agreement Settlement. Agreement Settlement will be used to confirm the offer and delivery of A&D 62 services by County as part of its CMHP based on the delivery of A&D 62 services as properly reported in accordance with section 3., “Special Reporting Requirements” above or as required in an applicable Specialized Service Requirement.

Service Name: **ALCOHOL AND DRUG RESIDENTIAL CAPACITY SERVICES**

Service ID Code: **A&D 67**

1. Service Description

Alcohol and Drug Residential Capacity Services (A&D 67) are 24-hour residential services delivered to individuals who are enrolled in alcohol and drug adult or youth residential treatment services, or both. A&D 67 Services provide a structured environment for an individual on a 24-hour basis consistent with Level III of the chemical dependency, continued stay and discharge criteria set forth in OAR 309-032-1500 through 309-032-1565, as such rules may be revised from time to time, are appropriate to the individual's needs and include housing and food services.

2. Performance Requirements

Providers of A&D 67 Services funded through this Agreement must comply with OAR 309-032-1500 through 309-032-1565, as such rules may be revised from time to time. Providers of A&D 67 Services funded through this Agreement must also have a current license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090 and must participate in client outcome studies conducted by OHA.

3. Special Reporting Requirements

No special reporting requirements.

4. Financial Assistance Calculation and Disbursement Procedures

a. **Calculation of Financial Assistance.** The funds awarded for A&D 67 services are intended to be general financial assistance to the County for A&D 67 services for individuals receiving alcohol and drug adult or youth residential treatment services or both. Accordingly, OHA will not track delivery of A&D 67 services on a per unit basis, so long as the County offers and delivers A&D services under this Agreement. Total OHA payment for all A&D 67 services delivered under a particular line of Exhibit D-1, "Financial Assistance Award", shall not exceed the total funds awarded for A&D 67 services as specified in that line of the Financial Assistance Award.

b. **Disbursement of Financial Assistance.** Unless a different disbursement method is specified in that line of the Financial Assistance Award, OHA will disburse the financial assistance awarded for A&D 67 Services in a particular line of Exhibit D-1, "Financial Assistance Award", to County as set forth in the Special Condition on that line, subject to the following:

- (1) OHA may, upon written request of County, adjust allotments; and

(2) Upon amendment to the Financial Assistance Award, OHA shall adjust allotments as necessary, to reflect changes in the funds awarded for A&D 67 Services on that line of the Financial Assistance Award.

c. Agreement Settlement. Agreement Settlement will be used to confirm the offer and delivery of A&D 67 services by County under this Agreement based on the delivery of alcohol and drug adult or youth residential treatment services, or both.

Service Name: **PROBLEM GAMBLING TREATMENT SERVICES
(RESIDENTIAL)**

Service ID Code: **A&D 82**

1. **Service Description**

Problem Gambling Treatment Services (A&D 82) are residential problem gambling treatment services that provide problem gambling assessment, treatment, rehabilitation and twenty-four hour observation monitoring for pathological and problem gamblers consistent with appropriate level of care.

For purposes of this Agreement, an individual with a gambling related problem is an individual with (a) a primary diagnosis of Pathological Gambling (DSM-IV code 312.31), (b) a primary diagnosis of sub-clinical Pathological Gambling (meets two to four DSM-IV diagnostic criteria for Pathological Gambling), or (c) a primary diagnosis of Relational Problem Related to Pathological Gambling (a variant of DSM-IV code V61.9).

Problem Gambling Treatment Services are to be made available to any Oregon resident meeting criteria as described above. Service to out of state residents is permissible if the presenting gambling problem is reported as primarily related to an Oregon lottery product.

2. **Performance Standards**

Providers of A&D 82 Services must maintain a License as a Mental Health Service Agency or a Letter of Approval as an Alcohol and Drug Treatment Agency for all levels of outpatient treatment in accordance with OAR 309-032-1500 through 309-032-1565 Building Requirements, OAR 415-012-0000 through 415-012-0090 Standards for Approval/Licensure of Alcohol and Other Drug Programs and OAR 309-012-0130 through 309-012-0220 Certificates of Approval for Mental Health Services; as such rules may be revised from time to time.

Providers of A&D 82 Services paid through this Agreement must comply with OAR 415-012-0050 through 415-012-0090 Onsite Reviews.

Providers of A&D 82 Services must meet the performance standards below. These performance standards are imposed and assessed on an individual Provider basis. If OHA determines that a Provider of A&D 82 Services fails to comply with any of the specified performance standards, the specific areas out of Agreement compliance would then be reviewed at the next scheduled site review or a discretionary site review could be scheduled specifically to review these areas.

Access: The amount of time between a problem gambling affected individual's request for A&D 82 Services and the first offered service appointment must be five business days or less for at least 90% of all individuals receiving A&D 81 Services.

Retention: The percent of problem gambling affected individuals receiving A&D 82

Services who actively engage in the A&D 82 Services for at least 10 clinical contact sessions must not be less than 40%.

Successful Completion: The percent of all individuals receiving A&D 82 Services who successfully complete treatment must not be less than 35%. A successful problem gambling treatment completion is defined as the individual's: (a) achievement of at least 75% of short-term treatment goals, (b) completion of a continued wellness plan (i.e., relapse prevention plan), and (c) lack of engagement in problem gambling behaviors for at least 30 days prior to successful completion of A&D 82 Services.

Client Satisfaction: The percent of problem gambling affected individuals receiving A&D 82 Services who complete a problem gambling client satisfaction survey and would positively recommend the Provider to others must not be less than 85%. Client satisfaction surveys must be collected from not less than 50% of total enrollments.

Long-term Outcome: At the six month follow up for individuals completing treatment, a minimum of 50% must report abstinence or reduced gambling.

3. **Special Reporting Requirements**

Providers of A&D 82 Services must submit the following information to OHA (or to OHA's designee), regarding individuals receiving A&D 82 Services. All providers must comply with the current GPMS User Manual located at <http://www.oregon.gov/OHA/addiction/gambling/2010/gpms-data-collection.pdf>.

- a. **GPMS (Gambling Process Monitoring System) Intake Data:** The GPMS record abstracting form and the client self-report survey must be collected and submitted within 14 days of the first face-to-face treatment contact with an individual.
- b. **Client Consent Form:** A completed client informed consent form to participate in evaluation follow-up efforts must be collected and submitted prior to service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- c. **Encounter Data:** Encounter data for billing must be collected and submitted as described in Exhibit A&D 82-1 attached hereto and incorporated herein by this reference. Prior to submitting an encounter claim each claimed encounter must be documented in the clinical record. Encounter claim documentation placed in the clinical record must include the date of the encounter service, the type of service delivered, the length of service, a clinical note describing data from the session, the clinician's signature and date the note was completed.
- d. **GPMS Discharge Data:** GPMS discharge data must be collected and submitted within 90 days after the last date of service to an individual.

4. **Financial Assistance Calculation and Disbursement Procedures**

- a. **Financial Assistance Calculation.** OHA will provide financial assistance for A&D 82 Services identified in Exhibit 82-2, Procedure Code and Rate on a per diem basis.

- (1) Providers of A&D 82 Services may not charge individuals whose A&D 82 Services are paid under this Agreement any co-pay or other fees for such Services;
- (2) OHA is not obligated to provide financial assistance for any A&D 82 Services that are not properly reported as described or referenced in this Service Description by the date 60 days after the termination of this Agreement, termination of OHA's obligation under this Agreement to provide financial assistance to County for A&D 82 Services, or termination of County's obligation under this Agreement, to include the Program Area, in which A&D 82 Services fall;
- (3) If during the term of this Agreement, County delivers less than the anticipated level of service upon which allotments were calculated, in a particular line of Exhibit D-1, "Financial Assistance Award", OHA may unilaterally reduce the amount of the remaining financial assistance for services in that line.
- (4) County is expected to reconcile encounter data reports and correct any errors within 30 days of receipt of encounter data report received from OHA's management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit D-1 "Financial Assistance Award", OHA will disburse the funds awarded for A&D 82 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line, subject to the following:

- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on actual delivery of services identified through GPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement;
- (2) OHA may, upon written request of County, adjust monthly allotments;
- (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the total allotments for A&D 82 Services on that line of the Financial Assistance Award; and
- (4) County may, with OHA approval, apply A&D 82 allotments for services not provided in the first fiscal year toward A&D 82 Services in the second fiscal year.

- c. Agreement Settlement: Agreement settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements for A&D 82 services under a particular line of Exhibit D-1, “Financial Assistance Award”, and amounts due for such services provided by County based on the rates set forth in Exhibit A&D 82-2. For purposes of this section, “amounts due” to County is determined by the actual amount of services delivered under that line of the Financial Assistance Award during the period specified on that line of the Financial Assistance Award, as properly reported as described or referenced in this Service Description or an applicable Specialized Service Requirement.
- d. Provider Audits. Providers and sub-contracted Providers receiving A&D 82 payments from OHA are subject to audit for all payments applicable to A&D 82 services rendered. The audit ensures that proper payments were made for covered services, to recover overpayments, and to discover possible instances of fraud and abuse. This audit will verify that encounter data submissions are documented in the client file as described in section 3.c. above. OHA may apply the Division of Medical Assistance Program (DMAP) Provider Audit rules and the Fraud and Abuse rules to providers and provider sub-contractors of A&D 82 Services in accordance with OAR 410-120-1505 through 410-120-1510 Provider Audits, as such rules may be revised from time to time.

Exhibit A&D 82-1 Encounter Data Reporting Requirements

In order to efficiently implement the disbursement of financial assistance, it is necessary for all Providers of A&D 82 Services to submit individual-level service delivery activity (encounter data) within 30 days following the end of each month to OHA or its designee.

Data shall be electronically submitted utilizing the HIPAA approved "837" format. Files to be transferred over non-secure web/internet facilities must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (e.g. August 2013) and the words "Gambling Encounter Data."

Agencies with secure web services may post the data to their server as long as access and timely notification is provided to OHA, Problem Gambling Services.

EXHIBIT A&D 82-2

Oregon Problem Gambling Services
Procedure Code and Rate

Code	Description	Rate	Service Criteria
H2013	Psychiatric health facility service, per diem	\$160.00	Services provided in a licensed mental health residential facility and intensively staffed 24-hours under a physician approved treatment plan for which treatment includes an appropriate mix and intensity of assessment, medication management, individual and group therapies and skills development to reduce or eliminate the acute symptoms of the disorder and restore the client's ability to function in a home or the community to the best possible level.

*** Providers must bill at rates, based upon the cost of services determined through a cost allocation, not in excess of their usual and customary charge to the general public ** (OAR 309-016-0105 and OAR 309-016-0420)

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT B-2

SPECIALIZED SERVICE REQUIREMENTS

Not all Services described in Exhibit B-2 may be covered in whole or in part with financial assistance pursuant to Exhibit D of this Agreement. Only Services whose costs are covered in whole or in part with financial assistance pursuant to Exhibit D, as amended from time to time, are subject to this Agreement.

Service Name: **RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **MHS 28**

Specialized Service: **SECURE RESIDENTIAL TREATMENT FACILITY**

Exhibit B-2 Code: **28A**

1. Service Description and Performance Requirements (exceeding Exhibit B-1, MHS 28)

Funds awarded for MHS 28 Services that are identified in Exhibit D-1., "Financial Assistance Award", as subject to this Specialized Service Requirement may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (as defined in OAR 309-035-0100 through 309-035-0190, as such rules may be revised from time to time) to individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have a history of behaviors that are harmful to themselves or others. MHS 28 Services delivered with funds provided under this Agreement and subject to this Specialized Service Requirement include the following, in addition to the services otherwise described in the MHS 28 Service Description:

- a. Rehabilitative services such as mental health assessment, diagnosis, and treatment plan development;
- b. Monitoring and management of psychotropic medications;
- c. Development of behavioral programs;
- d. Establishment of a therapeutic milieu;
- e. Group and individual skills training;
- f. Consultation to other Agencies/Providers serving individuals receiving MHS 28 Services.

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must comply with OAR 309-035-0100 through 309-035-0190, as such rules may be revised from time to time.

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must deliver the Services in a facility that is residential in nature and as homelike as possible but whose buildings and grounds are locked to prevent free egress by individuals receiving services at the facility, in compliance with Building Code and Uniform Fire Code provisions.

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must deliver the services in a facility staffed with a combination of on-site Qualified Mental Health Professionals (as defined in OAR 309-035-0100 through 309-035-0190), Qualified Mental Health Associates (as defined in OAR 309-032-0180(8)) and other staff sufficient to meet the security, behavioral, recreational, and mental health needs of residents, as identified in their service plans, on a 24-hour basis.

County must perform a standardized level of care assessment prior to admission. MHS 28 Services delivered under this Agreement that are subject to this Specialized Service Requirement may only be delivered to individuals who meet the standardized criteria

developed by OHA for this level of care. The standardized criteria will be posted on the OHA AMH web page. Priority will be for individuals ready to discharge from the State Hospitals. OHA will have the right to review admissions and continued stay determinations.

2. **Reporting Requirements** (exceeding Exhibit B-1, MHS 28)

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must provide data related to the assessment of outcomes of such services, as such data may be reasonably requested by OHA' AMH.

3. **Financial Assistance Calculation, Disbursement and Settlement Procedures**
(exceeding Exhibit B-1, MHS 28)

None

Service Name: **ADULT FOSTER CARE SERVICES**

Service ID Code: **MHS 34**

Specialized Service: **RELATIVE FOSTER CARE**

Exhibit B-2 Code: **34A**

1. **Service Description** (exceeding Exhibit B-1, MHS 34)

Relative Foster Care is personal care as detailed in a personal care plan provided to an adult client, age 18 or older, by a relative caregiver in a private residence setting that promotes the client's safety and independence.

2. **Performance Requirements** (exceeding Exhibit B-1, MHS 34)

For new Relative Foster Care providers, County must complete an inspection of the provider's home and submit to the Oregon Health Authority (OHA) the following documents, as prescribed by OHA:

- a. County's letter of support;
- b. Approved Criminal Record Check (CRC) for the foster care provider and all persons 16 years of age and older living in the home (not including the client); and.
- c. The personal care plan and other information as requested by OHA for OHA approval of the Relative Foster Care provider.

For renewal of existing Relative Foster Care providers, County must complete an inspection of the home and submit to OHA a completed Relative Foster Care Renewal Form. Relative Foster Care providers must renew their applications every two years.

3. **Reporting Requirements** (exceeding Exhibit B-1, MHS 34)

None

4. **Financial Assistance Calculation and Disbursement Procedures** (exceeding Exhibit B-1, MHS 34)

None

Service Name: **OLDER/DISABLED MENTAL HEALTH SERVICES**

Service Element ID Code: **MHS 35**

Specialized Service: **GERO-SPECIALIST**

Exhibit B-2 Code: **35A**

1. Service Description

Older/Disabled Adult Mental Health Services (MHS 35) Specialized Service Requirement (MHS 35A) are specialized geriatric mental health services delivered directly or indirectly to older/disabled adults with mental health illness.

2. Performance Requirements

The funds awarded for MHS 35A Services may only be expended on community based care services for older/disabled adults with mental health illness who are determined eligible for residential services from DHS' Aging and People with Disabilities (APD) Division. Such services include, but are not limited to, medication management, quarterly interagency staffing and follow-up services after treatment in local or state inpatient psychiatric hospitals, or indirect services, including but not limited to, screening, referral, and consultation and training to agencies and caregivers who provide services that may affect older/disabled adults with mental health illness.

If indirect services, as described above, are delivered with MHS 35A funds provided under this Agreement, those services must be available to relevant agencies and caregivers in the geographic area served by the CMHP operated by or contracted for by County and must be coordinated with protective services provided by DHS' APD Division and County's mental health crisis/commitment service.

All MHS 35A Services delivered with funds provided under this Agreement must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-016-0605) (QMHP) and in compliance with OAR 309-032-1500 through 309-032-1565, Standards for Adult Mental Health Services, as such rules may be revised from time to time. QMHP' delivering such services must have a background with the older/disabled adult population or be participating in relevant training programs to acquire such knowledge.

Providers of MHS 35 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must insure that staff providing such services:

- a. Regularly access a psychiatrist or nurse practitioner for case and medication review for individuals receiving MHS 35 Services;
- b. Regularly participate in interdisciplinary team meetings with DHS' Aging and People with Disabilities (APD) staff or contractors serving individuals receiving MHS 35 Services;

- c. Provide discharge assistance (from in-patient psychiatric hospitals) and provide, or arrange for, short term follow-up services for individuals receiving MHS 35 Services; and
- d. Be available to County's crisis team and DHS' APD protective services for consultation on geriatric cases.

3. **Special Reporting Requirements**

County shall provide summary reports on its delivery of MHS 35A Services that are supported with funds provided under this Agreement. The reports must be submitted within 45 days of the end of each State fiscal year (ending June 30) and after the termination of this Agreement.

Submit reports to:

Oregon Health Authority
Addictions and Mental Health Services Division
Attention: Contracts Administrator 500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by the Oregon Health Authority (OHA).

4. **Financial Assistance Calculation, Disbursement and Settlement Procedures**

- a. **Calculation of Financial Assistance:** The funds awarded for MHS 35A Services are intended to be general financial assistance to County for MHS 35A Services. Accordingly, OHA will not track delivery of MHS 35A Services or service capacity on a per unit basis so long as County offers and delivers MHS 35A Services as part of its CMHP. Total OHA financial assistance for MHS 35A Services under a particular line of Exhibit D-1, "Financial Assistance Award", shall not exceed the total funds awarded for MHS 35A Services as specified on that line.
- b. **Disbursement of financial assistance:** OHA will disburse the funds awarded for MHS 35A Services identified in a particular line of Exhibit D-1, "Financial Assistance Award", to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments; and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 35A Services on that line of the Financial Assistance Award.
- c. **Agreement Settlement:** Agreement Settlement will be used to confirm the delivery of MHS 35 Services by County as part of its CMHP, based on data properly reported in reports required or permitted by this Specialized Service Requirement.

Service Name: **OLDER/DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

Specialized Service: **APD RESIDENTIAL**

Exhibit B-2 Code: **35B**

1. Service Description

Older/Disabled Adult Mental Health Services (MHS 35) Specialized Service Requirement (MHS 35B) are residential services delivered directly or indirectly to individuals with severe and persistent mental health illness.

2. Performance Requirements

Providers of MHS 35 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must, with respect to each individual receiving MHS 35 Services, enter into and maintain a written agreement with DHS' Aging and People with Disabilities Division (APD) and the Provider of residential services to that individual that addresses: approval of APD or its designee for the placement, the services to be provided by each entity, and an annual review of the appropriateness of the placement.

The funds awarded for MHS 35B Services may only be expended on residential services for older/disabled adults with severe and persistent mental health illness who are determined not eligible for, yet require, residential services from DHS' APD Division and who meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by the APD Division and has contracted with the APD Division to deliver residential services to specified individuals.

3. Special Reporting Requirements

Providers of MHS 35 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must notify the Oregon Health Authority's (OHA), Addictions and Mental Health Division (AMH), when the Provider discontinues such services to an individual whose services are delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement.

Providers of MHS 35 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must be able to provide a copy of all written agreements described above to OHA upon request.

Submit reports to:

Oregon Health Authority
Addictions and Mental Health Services Division
Attention: Contracts Administrator
500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by the Oregon Health Authority (OHA).

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. Calculation of Financial Assistance: The funds awarded for MHS 35B Services are intended to be general financial assistance to County for MHS 35B Services. Accordingly, OHA will not track delivery of MHS 35B Services or service capacity on a per unit basis so long as County offers and delivers MHS 35B Services as part of its CMHP. Total OHA financial assistance for MHS 35B Services under a particular line of Exhibit D-1, "Financial Assistance Award", shall not exceed the total funds awarded for MHS 35B Services as specified on that line.
- b. Disbursement of financial assistance: OHA will disburse the funds awarded for MHS 35A Services identified in a particular line of Exhibit D-1, "Financial Assistance Award", to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments; and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 35A Services on that line of the Financial Assistance Award.

- c. Agreement Settlement: Agreement Settlement will be used to confirm the delivery of MHS 35B Services to the individuals specified in Exhibit D-1, "Financial Assistance Award", by County as part of its CMHP, based on data properly reported in accordance with section 3., "Special Reporting Requirements" above or as permitted by this Specialized Service Requirement.

Service Name(s): **Adult Alcohol and Drug Residential Treatment Services**

Service ID Code: **A&D 61**

Specialized Service: **Intensive Treatment and Recovery Services**

Exhibit B-2 Code: **61A**

1. **Service Description** (exceeding Exhibit B-1, A&D 61)

Funds awarded for A&D 61 Services that are identified in the Financial Assistance Award as subject to this Specialized Service Requirement may only be expended on A&D 61 Services that are delivered in Residential Alcohol and Other Drug Treatment Programs (as defined in OAR 309-032-1505(109). Families referred by the Department of Human Services-Children, Adults and Families Division (CAF) not covered by the Oregon Health Plan shall receive first priority followed by any person needing residential treatment while parenting children under the age of 18. In addition, providers must have written admission policies and procedures in place for individuals who appropriately use prescribed medications to treat addiction. Written policies and procedures must include referrals to alternate treatment resources for those not admitted to the program. A&D 61A Services delivered with funds provided under this Agreement, in addition to the services otherwise described in the A&D 61 Service Description; include a recovery oriented system of care for addicted parents involved in or at risk of involvement with child welfare and self-sufficiency programs (CAF) that includes the following:

- a. Effective transitions for clients moving from one level of care to another level of care;
- b. Collaborative case planning and management with CAF as evidenced by staffing notes, progress notes, or other documentation; and
- c. Coordination and referral services for client's family members including early childhood services for infants and toddlers and recovery support services for spouses and older children.

2. **Performance Standards**

- a. All individuals receiving addiction services with funds provided under this Agreement and subject to this A&D 61A Specialized Service Requirement must be clients involved in, or individuals at risk of involvement with, child welfare or CAF self-sufficiency programs
- b. County is responsible for the following outcome for those clients referred to in Section I of this Specialized Service Requirement:
 - Continuum of Care- Clients who are stabilized and who no longer meet American Society of Addiction Medicine Level III criteria must receive at least one face-to-face service in an outpatient setting within 7 days of transitioning from residential treatment.

3. **Special Reporting Requirements** (exceeding Exhibit B-1, A&D 61)

- a. One copy of Intensive Treatment and Recovery Services (ITRS) referral form is filed in client records.
- b. Clients shall be reported according to A&D 61, section 3., "Special Reporting Requirements". Use of a dedicated provider number for ITRS is required for data reported through CPMS.

4. **Financial Assistance Calculation and Disbursement Procedures** (exceeding Exhibit B-1, A&D 61)

None.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT C

BIENNIAL IMPLEMENTATION PLAN

**Clackamas County Behavioral Health Division
Biennial Implementation Plan 2013 - 2015**

Part I: System Narrative

1. System Overview

The Behavioral Health Division is one of eight Divisions of the Department of Health, Housing and Human Services in Clackamas County. The mission of the Department is "Promoting and assisting individuals, families and communities to be safe, to be healthy and to thrive". The Behavioral Health Division (Division) contributes to this mission through contracting with a network of mental health and addiction providers in Clackamas County as well as throughout the metropolitan region who provide a full continuum of services to our uninsured, indigent residents. The Division also contracts with community organizations that provide a range of peer, prevention and education services.

A sub-group of the Mental Health and Addictions Council of Clackamas County who provided input into the development of this Plan noted areas of on-going concern. These include lack of housing for individuals in recovery from mental health and addiction issues, and inadequacy of transportation, especially in rural parts of the County, which impacts individual's ability to access services. In addition, the group would like to see more focus on services for specific populations. The Division agrees with these areas of concern

a) Overview of the County's current addictions and mental health services and supports system relative to:

Mental Health Promotion & Prevention. The Division funds a variety of mental health promotion and prevention activities through community organizations. Initially run by the Department of Health, Housing and Human Services, Open Minds Open Doors is now a community-based initiative, managed through a contract with FolkTime as the lead agency for the campaign. Open Minds Open Doors is an anti-stigma campaign that helps to fight stigma surrounding mental illness and addictions and create more acceptance of these issues in the community. FolkTime is developing a community outreach and communications plan that will be implemented in coordination with stakeholder organizations. This includes the development of a speaker's bureau and the launch of community events. In addition, FolkTime will develop a media campaign delivered through print, radio, web and social media outlets.

In 2011, Division health promotion staff attended 22 local health fairs and other community events to provide information about the Open Minds Open Doors campaign and other information on mental health promotion and prevention.

Mental Health First Aid is a 2-day, twelve-hour training offered each month at Centerstone, the Division's urgent mental health walk-in clinic. The course is delivered by certified Mental Health First Aid USA instructors who complete a 5-day training and meet other certification requirements. This program teaches attendees the potential warning signs and risk factors for depression, anxiety disorders and substance use disorders and provides them with resources to help someone with a mental health problem. During 2012, 122 individuals participated in this training.

A summary of mental health promotion and prevention activities funded by the Division in the 2011-13 biennium follows.

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Mental Health Promotion & Mental Illness Prevention

Promotion	Service	Contractor	Impact (# of people or \$ amounts)
Open Minds Open Doors (OMOD)	Anti-Stigma Campaign	Clackamas Health, Housing & Human Services	<ul style="list-style-type: none"> • Over 10,000 information cards distributed
Community Health Fairs & Targeted Events	Promotion	Division Staff	<ul style="list-style-type: none"> • 22 presentations / events
Mental Health First Aid	Training	Crisis Team	<ul style="list-style-type: none"> • 122 people (all trainings through 12/11/12)
Television, Radio, Print & Web Promotions	Promotion	Clackamas County Health, Housing & Human Services	<ul style="list-style-type: none"> • 475 radio spots • 95 print ads • 38 television spots • Regular rotation of info ad on 37 movie screens
Early Childhood Mental Health Committee	Community Involvement	Various Stakeholders	<ul style="list-style-type: none"> • 12-15 member committee, 6-8 agencies/orgs

Substance Abuse Prevention. The Division funds staff at 8 PreventNet sites at schools in Clackamas County through the Children, Youth and Families Division (CYF). Certified Prevention Specialists offer one-on-one case coordination, drug and alcohol screening and referrals for treatment to an average of 15 students per site. These programs use the Strategic Prevention Framework to focus on preventing the onset and reducing the progression of underage substance abuse, and aim to reduce substance-abuse related problems in communities. Events provided through the PreventNet sites include National Family Day, Red Ribbon Week, Above the Influence Campaigns, PhotoVoice, Town Halls, and Prevention Awareness Day. From July 1, 2011 through June 30, 2012, 8,503 children, youth and families participated in activities at the sites.

Project Alert is a set of classroom-based substance abuse prevention curricula for seventh and eighth graders that is proven to reduce the experimental and continued use of drugs. Project Alert is available at the 8 PreventNet sites mentioned above, and some other sites as well. The Project Alert curriculum has been shown to motivate students to select against drug use, provide skills and strategies to resist drugs, and establish new non-use attitudes and beliefs. At the schools where Project Alert and other evidence-based curricula were implemented, 87% of students were successful in demonstrating an increase in knowledge and skills.

On the Division's behalf, CYF also provides coalition building, technical support and community mobilization to prevent underage drinking. Prevention information is provided to children, youth and families at middle school and high school sites.

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A summary of substance abuse prevention programming funded by the Division in the 2011-13 biennium follows.

Substance Abuse Prevention

Service	Activities Supporting Service	Contractor	Impact (# of people or \$ amounts)
PreventNet	Information Dissemination, Drug Screening & Referrals	Children, Youth & Families	Active at 8 School Sites
Evidence-based Prevention Curricula	Education	Certified Prevention Specialists	Provided at: 1 high school, 8 middle schools, & 1 elementary school
Various Prevention Activities	Case Coordination, Drug & Alcohol Screening, Youth Referral	Certified Prevention Specialists	Provided at: 1 High School & 7 Middle Schools
Volunteers of America (VOA)	Assessment, Treatment and Urinalyses	VOA	Minimum of 60 youth served over Contract period

Problem Gambling Prevention. Gambling prevention funds are contracted to Cascadia Behavioral Healthcare in Clackamas County. Cascadia works with the Prevention Coalition and Gladstone Youth Coalition to participate in community strategizing and to provide updates on problem gambling issues. They provide a prevention toolkit to schools, to improve a school's response to addictions-related violations in the County, and they promote problem gambling prevention and treatment through the Annual Art Search Promotion for the Problem Gambling Awareness Calendar. Cascadia further disseminates gambling-related information from the Student Wellness Survey to receptive audiences, and develops relationships with location prevention specialists, community stakeholders and other public health professionals.

Early intervention. Early intervention activities are incorporated into the services described in Mental Health Promotion & Mental Illness Prevention (above), Substance Abuse Prevention (above), and Treatment and Recovery Services (below).

Treatment and Recovery Services are provided through a network of contracted mental health and addiction treatment providers. Operated as the Indigent Services Program, a continuum of services is available to uninsured, indigent children and adults. Mental health services for uninsured adults, adolescents and children include screening and evaluation, medication monitoring, and individual, family and group counseling and therapy. Mental health services are also available to the population covered under the Adult Mental Health Initiative (AMHI). This includes uninsured adult residents of Clackamas County determined to be eligible by their Level of Care Utilization Services (LOCUS) score and currently residing in a licensed community-based setting, under an active or recently expired civil commitment, or who might meet these criteria without treatment and community supports.

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Addiction services provided to uninsured, indigent children and adults include screening and evaluation, and individual, family and group counseling and therapy. Priority is given to pregnant IV-drug using women, other pregnant women, other IV-drug using individuals, people with dependent children, and individuals meeting the American Society of Addiction Medicine criteria for service determination. Co-occurring mental health and addiction services for uninsured adults and children are also available in the form of screening and evaluation, medication monitoring, and individual, family and group counseling and therapy.

Non-Medicaid Intensive Community-Based Services are provided for children ages 6-17 who are stepping down from the hospital, Psychiatric Residential Treatment Services (PRTS), or for whom outpatient services have not been successful. These services include individual, family and group therapy, as well as community-based services not covered by other insurance. These services are offered by a variety of providers located in Clackamas County as well as in Multnomah and Washington Counties.

Uninsured adult Clackamas County residents who are committed or on a hold and meet medical necessity can receive an acute care which includes intensive, 24 hour services supervised by a licensed psychiatrist. The Division contracts with local area hospitals to provide acute care services to uninsured adults. The goal of the treatment is to reduce the immediate risk the individual may pose to self or others, or that a grave disability or complicating medical condition may pose to that individual.

Intensive Treatment and Recovery Services (ITRS) are available to provide addiction treatment to uninsured adults involved with the child welfare system. Priority is given to parents with higher levels of treatment needs (Level II), followed by parents needing Level I services, then to any uninsured person needing addiction treatment parenting children under 18.

Uninsured residents between 16 – 24 years of age may access screening and evaluation, medication monitoring, individual, family and group counseling and therapy, skills training, and supported employment at Alta Community Services, a program for Young Adults in Transition and those experiencing early psychosis operated by Lifeworks NW.

Crisis services are provided through the Division's Centerstone facility. The facility was built using trauma-informed design techniques and operates on a "Sanctuary Model" which emphasizes creating a sense of safety for those coming to the facility. Centerstone is open 7 days a week, and its crisis line is available 24 hours a day to provide services ranging from telephone intervention coordinating a same-day, emergency mental health assessment. Walk-in services are provided for people in urgent need of mental health care and include a safety screening, a resource needs assessment, safety planning if necessary and a referral to an appropriate service provider. Crisis services are available to anyone living in Clackamas County, regardless of a person's ability to pay or insurance plan.

Crisis services to individuals include phone crisis intervention, phone assessments and referral to appropriate providers, emergent (same day) or urgent (within 48 hours) intake appointments, and brief treatment sessions for crisis stabilization. Centerstone staff also consults with local law enforcement, helps locate services for clients, finds housing and other supportive resources, meets with families to initiate formal pre-commitment investigations, and monitors committed persons discharged from hospitals on 'trial visits' (allowed to live in the community under certain conditions).

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Peer support services are available on-site at Centerstone, including weekly support groups. The David Romprey Warmline operates out of Centerstone. The Warmline is a free telephonic support provided by persons who have or had challenges with mental health issues, and because of that experience are able to support others who call for non-professional assistance. The Warmline is funded by the Division and provides support to any county resident who calls.

Centerstone also provides designee training to contracted providers, and participates in Crisis Intervention Training (CIT) with the Clackamas County Sheriff's Office (CCSO). Two Qualified Mental Health Professionals (QMHPs) are embedded with the CCSO and take referrals from deputies, and provide the individual, the individual's family, and deputies with on-site assessment and consultation about recommended next steps. These QMHPs also assist with referrals to higher levels of care or to outpatient care, and outreach to the many people known to be mentally ill by both the behavioral health and criminal justice systems. These clinicians operate from 10am – 8pm, 7-days per week.

A summary of services provided by Centerstone staff during the 2011-13 biennium follows.

Crisis Services

Activity	Service	Contractor	Impact (# of people or \$ amounts)
24-hour Crisis Line	Crisis Stabilization	CCBHD Centerstone Staff	Approximately 19,000 calls taken by Crisis staff in 2011
Warmline	Crisis Prevention, Stabilization	David Romprey Warmline embedded at Centerstone	1,414 calls taken from Jan – Sep 2012
Crisis Stabilization	Service Authorizations	CCBHD Centerstone Staff	3/2011 – 11/2012 305 Adult Authorizations, 107 Unique Individuals 27 Child Authorizations, 13 Unique Individuals
Two CCSO embedded QMHP	Assessment	CCBHD	1888 police reports (7/1/11 – 6/30/12), 104 resulting in arrests (5.5%)

Respite services are provided to uninsured adults at the Molalla Avenue Crisis Respite program in Oregon City, operated by Cascadia Behavioral Healthcare. The program is available as a diversion from acute care admissions, as well as a step-down from an inpatient stay and the individual needs support while transitioning back to the community.

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Services available to required and specialty populations. Assessment and treatment services through the Indigent Services Program and crisis intervention services through Centerstone are available to all required and specialty populations (as defined in the Biennial Implementation Plan Guidelines). This includes Children with Serious Emotional Disorders, adults with Serious Mental Illness, adolescent and adult intravenous drug users, pregnant women with substance abuse and/or mental health disorders, parents with substance use and/or mental health disorders who have dependent children, persons with tuberculosis, or persons at risk for HIV/AIDS who are also in addiction treatment.

Clackamas County residents in alcohol and/or drug recovery (including intravenous drug users) who qualify may also access Tigard Recovery Center to receive substance abuse recovery services, resources to find and retain permanent housing, and assistance accessing available benefits and/or employment options. Under a long-standing agreement, Clackamas County transfers management of the addictions residential beds to Washington County. CODA operates the Tigard Recovery Center, which offers detoxification services to men and women but only offers residential services to men.

The Division also contracts with peer support provider Iron Tribe to provide peer support services to adults receiving addiction and/or mental health services within Clackamas County who have recently been or will soon be released from jail or prison and returning to the community. Supports provided are defined by the person requesting the support, and goals are developed in order to achieve their desired outcome(s). The peer mentor provides the support needed to develop the plan and complete the tasks required to fulfill the individual's plan. Iron Tribe peer mentors also help with the transition from incarceration by assisting with access to 12-step programs and support groups, providing transitional housing to those who qualify, and assisting with problem solving and developing supportive relationships. They also provide education and support through workshops, trainings and support groups as well as in-reach and outreach to and from correctional institutions.

Due to funding constraints, the Division is not able to provide specialized programs for all specialty populations. However, outpatient mental health and addictions services as described above are available to adolescents with substance use and/or mental health disorders, and children and youth at risk for emotional and behavioral disorders (including, but not limited to addictions, conduct disorder and depression). These services are also available to military personnel (active, guard, reserve and veteran) and their families as well as for American Indians/Alaskan Natives. However, the likely eligibility of these populations through the Veterans Administration or Indian Health Service might place these groups at a lower level of need than other specialty populations.

Persons with mental health and/or substance use disorders who are homeless or involved in the criminal or juvenile justice systems can access services through the Indigent Services Program and through Centerstone, as can persons with disabilities, and underserved racial and ethnic minority and Lesbian, Gay, Bisexual, Transgender or Questioning populations

Individuals residing in rural areas primarily have to access services at outpatient clinics in the more populated parts of Clackamas County. However, the County does operate an outpatient clinic in Sandy that serves uninsured clients and provides both mental health and addiction treatment for adolescents and adults.

The primary activity directed toward changing norms among various community populations is the Open Minds Open Doors campaign described above. This campaign seeks to increase the

**Clackamas County Behavioral Health Division
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general knowledge and understanding of mental illness and addictions in order to encourage a more supportive environment for people who need help to seek it.

The community settings for prevention interventions to hard-to-reach communities and late adopters of prevention strategies mainly consist of those targeted events such as health fairs and other community events at which the Division provides information and materials to better engage and educate the population in attendance.

Within Clackamas County many supports exist to **help individuals direct their mental health or addiction treatment services and supports**. Included among these are drop-in centers for Seriously and Persistently Mentally Ill adults in Oregon City and Sandy; a drop-in center for youth in Milwaukie; the family support and community education programs offered by NAMI-Clackamas County, and a transition house for men leaving jail who have mental health, addictions or co-occurring issues conditions. Peer mentors are available for adults with addictions. Adult peer support is available on-site at two supported housing locations; at the Centerstone location previously described; and at the Oregon City Hilltop and Stewart Community Center clinics. Additionally, the David Romprey Warmline provides peer-based telephone support to individuals struggling with a variety of mental health issues.

b) List the roles of the LMHA and any subcontractors in the delivery of addictions and mental health services.

The statutory functions of the Local Mental Health Authority are delegated by the Board of County Commissioners to the Director of Health, Housing and Human Services. Those functions are managed by the Behavioral Health Division. Through an on-going assessment and planning process, articulated in the Biennial Implementation Plan, the Division identifies the need for local mental health and addiction services, and adopts a comprehensive local plan that addresses the needs of children, families, adults and older adults.

Related to the delivery of addiction and mental health services, the Division assumes the following roles:

- 1) Contracts with a network of providers for the delivery of mental health and addiction services to uninsured residents
- 2) Screens residents for eligibility (up to 200% of the Federal Poverty Level) for benefits under its Indigent Services Program
- 3) Manages services through the Indigent Services Program which establishes a "benefit package" similar to Medicaid benefits
- 4) Refers eligible residents to participating providers
- 5) Authorizes inpatient admissions and conducts concurrent review
- 6) Conducts compliance reviews of contracted providers

Sub-contractors provide outpatient mental health and addiction services as described in the sections above, including assessment; individual, group and family therapy; and case management. Acute inpatient services are provided through contracts with area hospitals.

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c) Describe how the LMHA is collaborating with the Coordinated Care Organizations (CCOs) to serve the County:

Clackamas County is actively involved with Health Share of Oregon. In its role as the LMHA, the County has a Memorandum of Understanding with Health Share delineating the role and functions of the LMHA consistent with HB 3650. The County is developing a similar agreement with FamilyCare, the other CCO operating in Clackamas County.

The County is a founding member of Health Share and has a seat on the Board of Directors. Additionally, the County contracts with Health Share as a Risk Accepting Entity. Under this contract, the Behavioral Health Division is responsible for administering and managing the mental health benefits for Health Share members residing in Clackamas County. Division managers and staff participate on a number of committees and work groups sponsored by Health Share and are actively engaged in talks about transforming the service delivery and financial models of care in the region.

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d) List the Mental Health Advisory Council and the Local Alcohol and Drug Planning Committee (LADPC) Members, including their stakeholder representation.

CLACKAMAS COUNTY MENTAL HEALTH & ADDICTIONS COUNCIL 2012-13 ROSTER & EXECUTIVE COMMITTEE	
Kevin Phillips P O Box 21, Beavercreek, OR 97004 Appointed 07/07, Second term ends 7/31/13	Glenn Koehrsen, President 15144 S Graves Rd., Mulino, OR 97042 Appointed 12/08, Second term ends 12/31/14
Gabriele Graebert-Rodriquez, Vice President 170 Linn Avenue, Oregon City, OR 97045 Appointed 02/09, Second term ends 2/28/15	Jody Carson 1296 12 th Street, West Linn, OR 97068 Appointed 11/09, First term ends 11/30/12
Ted Bieber P.O. Box 555, Gladstone, OR 97027 Appointed 03/11, First term ends 2/28/14	Carolyn Larsen, Executive Committee Member 2731 SE Pine Lane, Oak Grove, OR 97267 Appointed 03/11, First term ends 2/28/14
Barry McVay 28558 SW Wagner Street, Wilsonville, OR 97070 Appointed 03/11, First term ends 2/28/14	Joyce Caramella, Secretary 18750 Lassen Court, Oregon City, OR 97045 Appointed 11/11, First term ends 10/31/14
Teresa Melville 8948 SE Valentine Drive, Happy Valley, OR 97086 Apptd. 02/12, First term ends 01/31/15	John Galarza, Executive Committee Member 13957 SE 131 st Avenue, Clackamas, OR 97015 Appointed 02/12, First term ends 01/31/15
Dale Vogt 11269 SE Stevens Rd. #202, Happy Valley, OR 97086 Appointed 02/12, First term ends 01/31/15	Tena Olson P O Box 1105, Oregon City, OR 97045 Appointed 02/12, First term ends 01/31/15
Janie Damon 21952 SE Shadow Rd., Eagle Creek, OR 97022 Appointed 03/12, First term ends 02/28/15	Charles Smith 1002 12 th Street, Oregon City, OR 97045 First term ends 09/30/15
Oleg Zhilkin 13302 SE 122 nd Ave, Unit ND10, Clackamas, OR 97015 Appointed 10/12, First term ends 09/30/15	Jim Gibson 21157 S Southend Rd., Oregon City, OR 97045 First term ends 09/30/15
Jimmi Radley 17330 Crownview Drive, Gladstone, OR 97027 First term ends 09/30/15	
<p><u>Stakeholder representation</u> - Out of respect for individual privacy, specific stakeholder representation (particularly with regard to consumers, former consumers, and those in recovery) is not associated with the specific Council member's name.</p> <p><u>Age groups represented:</u> Seniors, youth, middle-aged</p> <p><u>Lived experience represented:</u> Mental health & addictions Consumers and those in recovery</p> <p><u>Nationalities represented:</u> German, Puerto Rican, Russian</p> <p><u>Professions represented:</u> Therapist, Registered Nurse (2), Social Services employee, other providers.</p> <p><u>Others:</u> Those with interest (2)</p> <p><u>Other specific populations represented:</u> Seniors advocate, Veterans advocate</p> <p align="center">Link to Advisory Council website: http://www.clackamas.us/behavioralhealth/council.html</p>	

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2. Community Needs Assessment:

a) Describe the community needs assessment process including the role of peers and family members in the design and implementation of the process.

The Division has an on-going process of community needs assessment, and benefits as well from the needs assessments conducted by other Divisions within Health, Housing and Human Services. In earlier years, the focus was on the demographics of the population, particularly as related to prevalence of mental illness and substance abuse or addictions. Data from sources such as the State Epidemiological Outcomes Workgroup, Community Needs Index, and the US Census Bureau were used, as well as a wide variety of reports from various sources such as Children First for Oregon and multiple county data sources.

In 2012, the needs assessment focused on social determinants of mental health and access to mental health services. The assessment process began with a literature review to identify issues that are strongly correlated with increased prevalence of mental health disorders such as poverty, crime, and social cohesion. Several brainstorming sessions were conducted by an internal planning group comprised of County staff serving in a variety of quality, care coordination, and direct service roles. Input from other groups such as peer family navigators was also solicited. The result of these sessions was a list of key determinants and access factors.

Geographic information software (GIS) was used to plot the distribution of these various elements across the County. The end result is a map series illustrating where risk factors are concentrated and where significant barriers to access exist. These maps provide a means to identify and target specific micro-communities for further investigation and possible intervention.

The specific risk factors identified as the most significant are crime and economic opportunity. Access points include traditional mental health clinics, primary care clinics serving low-income residents, public schools, police and fire stations. Accessibility of public transportation was included as well. Finally, general County population and Medicaid enrollment population data (as a proxy for indigent individuals) were used to weigh results.

b) Describe how data from the community needs assessment is used to evaluate prevalence, needs, and strength in the local service system.

Data used in the community need assessment process included demographic data of the Medicaid population served by Clackamas County as a Medicaid Mental Health Organization. Medicaid demographic data was used as a proxy for the uninsured population. Other data sources were the Opportunity Assessment conducted by the Housing Authority of Clackamas County, economic data from the Bureau of Labor and Industries and crime data from the Clackamas County Sheriff's Office.

The main assumption behind this assessment process is that there are areas in the County in which risk is elevated but the means to address this risk is low. By combining data from the various maps we are able to identify areas where there is a large amount of social determinant based risk combined with a low amount of resources to ameliorate this risk. By weighting these results with population and demographic data we are able to further pinpoint at risk communities to engage in "on the ground" research such as focus groups to best understand the needs of each micro-community within Clackamas County.

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This assessment process also has the ability to show us areas of strength where resources are abundant or risk factors are low. These areas can serve as either models for other, demographically similar areas or inform us about areas where additional intervention is unlikely to significantly increase outcomes.

While the Division actively uses a local needs assessment process in planning for and developing services, our planning process will also be informed by the CCO community health assessment being conducted by Health Share of Oregon. Information from that assessment will be used to adjust and modify our local plan as needed and appropriate. Given the on-going nature of our internal needs assessment process, we have chosen not to defer to the community health assessment, however.

c) How does the community needs assessment process include feedback from advisory and quality improvement groups? Please identify the specific groups.

A planning group of staff met monthly to brainstorm and discuss progress of the needs assessment. It included representation from quality assurance staff, child and adult care coordinators, and peer and prevention system coordinators within the county. This process was presented to, and feedback was solicited from, a variety of advisory councils and stakeholders, including the MHO Quality Assurance Advisory Committee (made up of providers, many of whom also serve individuals through Indigent Services Program funds), the Peer Services Advisory Committee (made up of peer providers operating in Clackamas County), and family partners (peer system navigators working in several county clinics). They gave feedback on the design and methodology as well as providing significant input on the specific risk and access factors used in the final analysis.

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3. Strengths and Areas for Improvement

Based on the Community Needs Assessment, please indicate where there are strengths or areas for improvement in each of the areas below:		
Area	Strength or Area for Improvement	Plan to Maintain Strength or Address Areas Needing Improvement
a) Mental Health (MH) Promotion	<p><u>Strengths:</u></p> <ul style="list-style-type: none"> • Flexible, multi-pronged outreach approach. • Numerous connections within community <p><u>Needing Improvement:</u></p> <ul style="list-style-type: none"> • Stigma still an issue in community • More data about needs of specific populations would be helpful 	<p><u>Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Continue offering a variety of outreach tools • Maintain community connections <p><u>Plan to Address:</u></p> <ul style="list-style-type: none"> • Maintain OMOD anti-stigma campaign through contract with FolkTime as lead agency • Seek population specific data to better target efforts
b) Mental Illness Prevention	<p><u>Strengths:</u></p> <ul style="list-style-type: none"> • Strong set of available programs available to community • Closely coordinated with Mental Health Prevention efforts <p><u>Needing Improvement:</u></p> <ul style="list-style-type: none"> • Stigma remains a challenge for people to initiate treatment • As with MH Promotion, data about specific population needs would help engagement 	<p><u>Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain set of programs available • Continue linkage with Promotion efforts <p><u>Plan to Address:</u></p> <ul style="list-style-type: none"> • Continue with OMOD anti-stigma efforts • Seek population data to improve engaging individual communities
c) Substance Abuse Prevention	<p><u>Strengths:</u></p> <ul style="list-style-type: none"> • Strong network of schools and other community organizations linked with Prevention Specialists • Activities and services linked to full age spectrum of prevention <p><u>Needing Improvement:</u></p> <ul style="list-style-type: none"> • There is more work to do than .50 FTE Prevention Specialist can stay maintain. 	<p><u>Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Continue to maintain connections within the community • Maintain array of services and activities <p><u>Plan to Address:</u></p> <ul style="list-style-type: none"> • Assess funding availability as part of on-going planning and budgeting process
d) Problem Gambling Prevention	<p><u>Strengths:</u></p> <ul style="list-style-type: none"> • Ongoing development of relationships with local Prevention Specialists, 	<p><u>Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Continue to foster good relationships with Prevention Specialists and community stakeholders

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	<p>community partners and others</p> <ul style="list-style-type: none"> • Participation in a prevention toolkit <p><u>Needing Improvement:</u></p> <ul style="list-style-type: none"> • No areas identified 	<ul style="list-style-type: none"> • Maintain involvement with prevention toolkit <p><u>Plan to Address:</u></p> <ul style="list-style-type: none"> • No areas needing improvement identified
<p>e) Suicide Prevention</p>	<p><u>Strengths:</u></p> <ul style="list-style-type: none"> • Suicidal and behavioral risk factor identification and intervention resources offered to staff and citizens through Mental Health First Aid • Good safety net system coordination • Experienced and professional staff with Crisis program <p><u>Needing Improvement:</u></p> <ul style="list-style-type: none"> • No systematic suicide prevention training for all staff • No standards for documenting, assessing & responding to suicidal patients 	<p><u>Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Continue availability of Mental Health First Aid • Maintain good coordination among safety net system participants • Keep current hiring and retention practices <p><u>Plan to Address:</u></p> <ul style="list-style-type: none"> • Continue to offer MH First Aid to as many staff as possible • Develop procedures to standardize approach to suicidal patients
<p>f) Treatment:</p> <ul style="list-style-type: none"> • Mental Health • Addictions • Problem Gambling 	<p><u>MH & Addictions Treatment - Strengths:</u></p> <ul style="list-style-type: none"> • Care coordination services for all ages • Routing of uninsured or potentially insured persons for Oregon Health Plan (OHP) screening • Simple and effective front-end process for eligibility screening for uninsured services including "warm hand-off" when possible <p><u>MH & Addictions Treatment Needing Improvement:</u></p> <ul style="list-style-type: none"> • Lack of targeted services for underserved and minority populations • Medication management not currently covered for uninsured but is often a primary intervention for the insured 	<p><u>MH & Addictions Treatment - Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Keep diversity of care coordination services available • Maintain routing function (especially as 2014 nears) to check OHP eligibility • Continue to provide eligibility screening for uninsured services <p><u>MH & Addictions Treatment Plan to Address:</u></p> <ul style="list-style-type: none"> • Analyze demographic data to determine those who are underserved and incorporate information into on-going planning process • Continue to assess funding as part of on-going planning process

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	<p><u>Problem Gambling Treatment Strengths</u></p> <ul style="list-style-type: none"> • Good treatment outcomes with high numbers reporting less or no gambling after treatment • Have added a Spanish-speaking therapist for outreach and treatment purposes <p><u>MH & Addictions Treatment Needing Improvement:</u></p> <ul style="list-style-type: none"> • Increase outreach to Spanish-speakers • Increase outreach and programming for significant others of problem gamblers 	<p><u>Problem Gambling Treatment - Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain relationship with Cascadia to provide services • Maintain relationship with Cascadia to provide services <p><u>MH & Addictions Treatment Plan to Address:</u></p> <ul style="list-style-type: none"> • This effort has been aided with the hiring of Spanish-speaking therapist • Cascadia has incorporated couples therapy into their treatment
<p>g) Maintenance/Recovery Support (include specifics pertaining to mental health, addictions and problem gambling treatment)</p>	<p><u>MH Maintenance / Recovery Strengths:</u></p> <ul style="list-style-type: none"> • Peer and family support services are continuing to better support maintenance & recovery <p><u>Addictions Maintenance / Recovery Strengths:</u></p> <ul style="list-style-type: none"> • Contract with CODA for their Housing Assistance Program • Partnering with Dual Diagnosis Anonymous (DDA) to provide specialized community meetings for those with co-occurring disorders <p><u>Problem Gambling Maintenance / Recovery Strengths:</u></p> <ul style="list-style-type: none"> • Multiple treatment options available for those in the recovery phase • "Aftercare" group programming free of charge for up to one year after treatment formally ends • Services designed to match motivation level <p><u>MH Maintenance / Recovery Needing Improvement:</u></p> <ul style="list-style-type: none"> • Funding is inadequate to maintain peer and family support services 	<p><u>MH Maintenance / Recovery Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Continue efforts to build peer and family support <p><u>Addictions Maintenance / Recovery Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain CODA relationship • Maintain DDA relationship <p><u>Problem Gambling Maintenance / Recovery Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain relationship with Cascadia to provide services • Maintain relationship with Cascadia to provide services • Maintain relationship with Cascadia to provide services <p><u>MH Maintenance / Recovery Plan to Address:</u></p> <ul style="list-style-type: none"> • Continue to assess funding as part of on-going planning process

**Clackamas County Behavioral Health Division
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	<p><u>Addictions Maintenance / Recovery Needing Improvement:</u></p> <ul style="list-style-type: none"> • Need for medically and community managed detoxification centers within the County proper • Strengthen mentorship programming to focus on the transition from treatment completion <p><u>Problem Gambling Maintenance / Recovery Needing Improvement:</u></p> <ul style="list-style-type: none"> • Need to add more services that are specific to the needs of significant others • Desire to increase marketing of Clackamas program to more residents 	<p><u>Addictions Maintenance / Recovery Plan to Address:</u></p> <ul style="list-style-type: none"> • Continue to assess as part of on-going planning process • Continue contract with Iron Tribe for mentor program; consider expansion of contract depending on funding availability <p><u>Problem Gambling Maintenance / Recovery Plan to Address:</u></p> <ul style="list-style-type: none"> • Cascadia starting to incorporate couples counseling into maintenance / recovery • Cascadia is working to engage more Spanish-speakers and evaluating the option of online counseling
<p>h) The LMHA's Quality Improvement process and procedures</p>	<p><u>Strengths:</u></p> <ul style="list-style-type: none"> • Comprehensive credentialing and compliance monitoring program • Performance measured included with provider contracts <p><u>Needing Improvement:</u></p> <ul style="list-style-type: none"> • Need to expand the Division's quality management program to more explicitly incorporate services funded with State General Funds • Need to quality assurance process for use of community mental health program funding as defined in OAR 309-014-0005 and described in OAR 309-014-0030. • Need to establish a LMHA-specific Quality Improvement Committee 	<p><u>Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain credentialing and compliance monitoring programs • Maintain relevant performance measures to evaluate contract performance <p><u>Plan to Address:</u></p> <ul style="list-style-type: none"> • The quality management program is being expanded to explicitly include services funded with • The Mental Health and Addictions Council has agreed to act as the Quality Assurance Committee for the LMHA

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<p>i) Service coordination and collaboration with corrections, social services, housing, education, employment and other community service agencies</p>	<p><u>Corrections Services Coordination Strengths:</u></p> <ul style="list-style-type: none"> • Standing relationships within justice system in Clackamas County • Behavioral Health services embedded in Clackamas County Jail, correction residential addiction program and family, drug and mental health treatment courts <p><u>Corrections Services Coordination Needing Improvement:</u></p> <ul style="list-style-type: none"> • Housing for this population is an ongoing challenge • More consistent funding commitment to treatment courts—MH, family drug court, veterans, etc. <p><u>Social Services Service Coordination Strengths:</u></p> <ul style="list-style-type: none"> • Transportation is available through Clackamas County Social Services Catch a Ride program • Linkages to Social Services such as TANF, food stamps and pantries, Social Security Income (SSI), dress for success, community warehouse, NW Children’s Outreach and Clackamas Women’s Services <p><u>Social Services Service Coordination Needing Improvement:</u></p> <ul style="list-style-type: none"> • More child care services for clients attending treatment need to be identified and coordinated with • While the Catch a Ride program identified above is of great value, more transportation resources are needed. <p><u>Housing Service Coordination Strengths:</u></p> <ul style="list-style-type: none"> • Some housing exists for people 	<p><u>Corrections Services Coordination Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain connection to IBIS (Identifying Barriers Implementing Solutions) • Maintain BH presence and services in specified access areas <p><u>Corrections Services Coordination Plan to Address:</u></p> <ul style="list-style-type: none"> • Continue to evaluate as part of on-going planning process • Continue to evaluate as part of on-going planning process <p><u>Social Services Service Coordination Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain referral link to Social Services. • Maintain referral link to Social Services. <p><u>Social Services Service Coordination Plan to Address:</u></p> <ul style="list-style-type: none"> • Continue to network with Social Services to see if new resources can be found or developed • Continue to network with Social Services to see if new resources can be found or developed <p><u>Housing Service Coordination Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain existing housing resources
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**Clackamas County Behavioral Health Division
Biennial Implementation Plan 2013 - 2015**

<p>i) Service coordination and collaboration with corrections, social services, housing, education, employment and other community service agencies (cont.)</p>	<p>with mental illness and substance abuse disorders</p> <p><u>Housing Service Coordination Needing Improvement:</u></p> <ul style="list-style-type: none"> • There is a need for more low barrier housing such as that provided by peer organizations • There is a need for a shelter in Clackamas County for men, women, children and women with children <p><u>Education Service Coordination Strengths:</u></p> <ul style="list-style-type: none"> • Involvement of Estacada & Gladstone School Districts with Youth Service Team • The Children's Mental Health Advisory Council has targeted increased collaboration with the education system as a work plan goal <p><u>Education Service Coordination Needing Improvement:</u></p> <ul style="list-style-type: none"> • It is a major challenge having 10 school districts in a large County with varying community needs <p><u>Employment Service Coordination Strengths:</u></p> <ul style="list-style-type: none"> • The evidence-based employment program and increase in the resources toward the program <p><u>Employment Service Coordination Needing Improvement:</u></p> <ul style="list-style-type: none"> • There is a lack of employment variety to meet specific client needs • There is a lack of employer incentives to hire someone with a history of mental illness and/or addictions as well as possibly a criminal history 	<p><u>Housing Service Coordination Plan to Address:</u></p> <ul style="list-style-type: none"> • Continue to evaluate as part of on-going planning process and through engagement with community partners • Continue to evaluate as part of on-going planning process and through engagement with community partners <p><u>Education Service Coordination Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Support this involvement where the opportunity exists • Support this collaboration where the opportunity exists <p><u>Education Service Coordination Plan to Address:</u></p> <ul style="list-style-type: none"> • The size and diversity of the County is an issue in many areas and an ongoing topic of conversation as to how to meet the challenges it presents <p><u>Employment Service Coordination Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain the evidence-based employment program <p><u>Employment Service Coordination Plan to Address:</u></p> <ul style="list-style-type: none"> • Continue to evaluate as part of on-going planning process and through engagement with community partners • Continue to evaluate as part of on-going planning process and through engagement with community partners
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**Clackamas County Behavioral Health Division
Biennial Implementation Plan 2013 - 2015**

<p>j) Behavioral health equity in service delivery</p>	<p><u>Strengths:</u></p> <ul style="list-style-type: none"> • County funding of grant programs focusing on behavioral health promotions among Latinos • Population distribution around the County is well documented through GIS mapping <p><u>Needing Improvement:</u></p> <ul style="list-style-type: none"> • There is a need for better access for the uninsured and Spanish speakers • There are few culturally specific providers in Clackamas County 	<p><u>Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain support for programming targeted to Latinos • Continue monitoring population trends and distribution around the County <p><u>Plan to Address:</u></p> <ul style="list-style-type: none"> • Continue to evaluate as part of on-going planning • Continue to evaluate as part of on-going planning process and through engagement with community partners
<p>k) Meaningful peer and family involvement in service delivery and system development</p>	<p><u>Strengths:</u></p> <ul style="list-style-type: none"> • The Mental Health & Addictions Council has excellent consumer involvement <p><u>Needing Improvement:</u></p> <ul style="list-style-type: none"> • Low young adult involvement with Mental Health and Addictions Council 	<p><u>Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain strong consumer representation on Mental Health & Addictions Council <p><u>Plan to Address:</u></p> <ul style="list-style-type: none"> • Recruitment among this age group can be difficult, but the Division will encourage more young adult involvement
<p>l) Trauma-informed service delivery</p>	<p><u>Strengths:</u></p> <ul style="list-style-type: none"> • Numerous providers in the County have a trauma-specific treatment modality in their practices <p><u>Needing Improvement:</u></p> <ul style="list-style-type: none"> • Trauma-informed care is very limited among adult service providers • There is a system-wide need for a trauma-informed approach to service delivery 	<p><u>Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Support providers in continuing this commitment <p><u>Plan to Address:</u></p> <ul style="list-style-type: none"> • Continue to evaluate as part of on-going planning process and through engagement with community partners • Continue to evaluate as part of on-going planning process and through engagement with community partners
<p>m) Stigma reduction</p>	<p><u>Strengths:</u></p> <ul style="list-style-type: none"> • The improved dissemination of the Open Minds Open Doors anti-stigma campaign • The increasing number of partnerships with key community stakeholders including businesses and schools 	<p><u>Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain support and expansion of Open Minds Open Doors through contract with FolkTime • Support and encourage active partnerships with key community stakeholders

**Clackamas County Behavioral Health Division
Biennial Implementation Plan 2013 - 2015**

	<p><u>Needing Improvement:</u></p> <ul style="list-style-type: none"> • None identified 	<p><u>Plan to Address:</u></p> <ul style="list-style-type: none"> • No areas needing improvement identified 	
<p>n) Peer-delivered services, drop-in centers and paid peer support</p>	<p><u>Strengths:</u></p> <ul style="list-style-type: none"> • The strong array of peer services developed for specific needs that are available to nearly every population served by mental health or addictions • Successful collaboration between adult corrections and child welfare with both promising outcomes and cost savings <p><u>Needing Improvement:</u></p> <ul style="list-style-type: none"> • There is a need for more peer-run clean and sober family housing to step down from current transition housing • There is a need for peer respite • There is a need for more training workshops and support groups 	<p><u>Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain the diversity of peer services available • Maintain these collaborative efforts <p><u>Plan to Address:</u></p> <ul style="list-style-type: none"> • Continue to assess through on-going planning process • Continue to assess through on-going planning process • Asses funding availability through budget process 	
<p>o) Crisis and Respite Services</p>	<p><u>Crisis Services Strengths:</u></p> <ul style="list-style-type: none"> • Centerstone crisis clinic is easily accessible and in an area of need for crisis services • Crisis services coordinate closely with local hospitals and law enforcement to redirect people in need of urgent mental health services to Centerstone rather than the hospital or jail • A registered nurse is embedded at Centerstone <p><u>Crisis Services Needing Improvement:</u></p> <ul style="list-style-type: none"> • Collaborate more closely with acute care to coordinate transitions, services, medications, etc. • The need for closer collaboration with and 24-hour emergency department diversion from local hospitals 	<p><u>Crisis Services Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain the location and connections with communities of need • Maintain and enhance where able the services and systems with which Crisis Services partners and interacts • Maintain RN at Centerstone <p><u>Crisis Services Plan to Address:</u></p> <ul style="list-style-type: none"> • Continue to evaluate as part of on-going planning process and through engagement with community partners • Continue to evaluate as part of on-going planning process and through engagement with community partners 	

**Clackamas County Behavioral Health Division
Biennial Implementation Plan 2013 - 2015**

	<p><u>Respite Services Strengths:</u></p> <ul style="list-style-type: none"> • Respite services are currently available for uninsured individuals <p><u>Respite Services Needing Improvement:</u></p> <ul style="list-style-type: none"> • Respite services are currently limited to one provider and capacity overall is limited 	<p><u>Respite Services Plan to Maintain:</u></p> <ul style="list-style-type: none"> • Maintain availability of respite for uninsured individuals <p><u>Respite Services Plan to Address:</u></p> <ul style="list-style-type: none"> • Continue to evaluate as part of on-going planning process and through engagement with community partners
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**Clackamas County Behavioral Health Division (CCBHD)
Biennial Implementation Plan (BIP) 2013 - 2015**

Part II: Performance Measures

1) Current Data Available	Data Currently Available	Current Measures (if available)
Performance Measure		
a) Access/Number of people served	1,017 Unique Individuals Served (Outpatient) 194 Unique Individuals Served (Inpatient) 1,114 Total Unique Individuals Served	Specific measurement targets to be established
b) Initiation of treatment services	44.1% of new intake appointments (n=553) had a second appointment within 15 days 33.6% were seen again in 16 days or more 22.2% did not have a second appointment	Specific measurement targets to be established
c) Engagement in Treatment Services (Retention measure may substitute)	42.7% of new intake appointments (n=553) had 2 additional appointments within 45 days of the intake 18.9% had 2 additional appointments more than 45 days after the intake 16.1% had between 1 and 3 follow up appointments 22.2% did not have any follow up appointments	Specific measurement targets to be established

**Clackamas County Behavioral Health Division (CCBHD)
Biennial Implementation Plan (BIP) 2013 - 2015**

<p>d) Follow up after facility-based care - % of individuals with follow up visit within 7 days after (1) Hospitalization for mental illness; or (2) any facility-based service defined as "residential"</p>	<p>(1) 28.5% of individuals discharged from an acute care hospital (n=242 discharges) had a follow up visit within 7 days (2) Data are not available</p>	<p>Specific measurement targets to be established</p>
<p>e) Readmission rates 30 and 180 day; (1) Hospitalization for mental illness; or (2) any facility-based service defined as "residential"</p>	<p>(1) 9% of discharges (n=242) readmit within 30 days 18.6% of discharges readmit within 180 days Total readmissions: 47 (2) Data are not available</p>	<p>Specific measurement targets to be established</p>
<p>f) Percent of participants in ITRS reunited with child in DHS custody</p>	<p>Data are not available</p>	
<p>g) Percent of individuals in appropriate level of care</p>	<p>Data are not available</p>	

2. Plans to incorporate Performance Measures

The above performance measures are several among many potential performance measures that can be used for planning, development and administration of services and supports. The Division tracks approximately 50 outcome and performance measures for the Medicaid population and is expanding many of those measures to track performance related to serving the uninsured population as well. The Division is actively engaged in discussions, both internally and as part of regional health care transformation efforts, to determine what performance measures are best suited to achieving the Triple Aim Goals of improving the patient care experience, improving the health of populations and reducing the per capita cost of health care.

**Clackamas County Behavioral Health Division (CCBHD)
Biennial Implementation Plan (BIP) 2013 - 2015**

1) General Budget Information		
a) Planned expenditures for services subject to the contract:		
The Division prioritizes funding for indigent services to provide for outpatient mental health and addiction treatment and recovery services, crisis services, peer services, care management, PSRB client monitoring, involuntary commitment program and community-based services such as crisis respite and jail services. Additional budget information will follow no later than March 14, 2013.		
2) Special Funding Allocation		
Area	Allocation/Comments	Review
		Yes No
a) Maintenance of Effort attestation for Beer and Wine Tax funding of addictions prevention and treatment service.	Revenue projection is \$394,475. Entire amount is budgeted for addictions prevention and treatment activities.	
b) Use of lottery funds allocated for Problem Gambling prevention and treatment.	Contracted to Cascadia Behavioral Healthcare	
c) Use of funds allocated for alcohol and other drug use prevention.	Revenue projection is \$170,625. Entire amount is contracted to Children, Youth and Families Division for alcohol and drug prevention activities.	
Additional Information (Optional)		
a) What are the current/upcoming training and technical assistance needs of the LMHA related to system changes and future development?		

March 11, 2013

SENT VIA EMAIL

Nicole Corbin
Addictions & Mental Health Division
500 Summer Street NE E86
Salem, OR 97301-1118

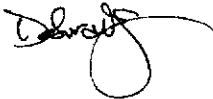
Dear Ms. Corbin:

Attached please find an amendment to the 2011-13 Biennial Implementation Plan previously submitted by Clackamas County. The revised information is contained in item 13, List any carry over Funds for Mental Health Services from 2009-11 and in item 14, List any carry over Funds for Alcohol and Drug Services from 2009-11.

The revised information in the attached is intended to replace the information previously submitted on page 12 of the Plan. The revised information is highlighted in yellow for your convenience.

If there are questions about the amended information, please contact Mike Holmes at (503) 742-5925 for assistance.

Sincerely,



Deborah Friedman
Acting Director, Behavioral Health Division

Young Adults in Transition (14-25)	Create training for clinical team specific to developmental issues of teens 14-25; Complete Assessments with teen (and care giver as appropriate) based on developmental issues; assess client readiness for independent living skills; Individualize treatment services with teen/youth and involve family in decision making as appropriate Coordinate services with school, employer, family, pediatricians, and other community partners; Implementation of evidence based practices with child and adult caregivers; monitor progress
Cultural Groups	Ensure clinical team participates in county diversity trainings; Recruit bi-cultural staff; contract with outside providers for culturally specific services as appropriate; Consult as needed to ensure provision of services is culturally appropriate.
Co-Occurring Disorders	Integrate mental health and A&D assessment and treatment services; Involve family as appropriate; Provide training to clinical team; Provide gender specific, culturally competent services; Provide smoking cessation to all clients.
Veterans	Link with local veterans office and the veterans' hospitals for services and support; Develop outreach and referral to assist veterans in obtaining care.
Older Adults	Use of a peer delivered model coupled with a treatment team. Community based and linked to senior (community) centers. Prevention and treatment activities related to grief, substance use, loss issues, depression and other mental health issues. Work with seniors to be actively engaged in the communities they live in is seen as a critical function and role of the provision of services.

13. List any carry over Funds for Mental Health Services from 2009-2011.

Midway through the biennium, June 30, 2010 the County carried over the following funding amounts:

Mental Health Carry Over Funds Amount	\$2,481,654
Service Element	MHS 20/22
Planned Expenditure	These funds will be used to fund peer services, a money management program, care management services as well as expansion of mental health services to uninsured children and adults.

14. List any carryover Funds for Alcohol and Drug Services form 2009-2011.

Midway through the biennium, June 30, 2010 the County carried over the following funding amounts:

Alcohol and Drug Carry Over Funds Amount	\$2,918,556
Service Element	A&D66/70
Planned Expenditure	Much of this funding is restricted to the Intensive Treatment and Recovery Services Program. Funds will be used to expand services to adults with addiction issues who are currently parenting children. A portion of the funds will be used to fund peer services.

Clackamas County
 Biennial Implementation Plan (BIP)
 Planned Expenditures 2013 - 2015 (Based on historical allocation)

Budget Period: 7/1/13 - 6/30/14
 Date Submitted: 3/18/13

Category (as defined in the CFAA)	Sub-Category	Population	AMH Flex Funding*	Local Beer and Wine Tax	County GF	Other	Total	Carry-over Amount
Health Promotion and Prevention								
	Mental Health		\$150,000.00					
	Alcohol and Other Drug		\$350,825.00	\$280,000.00				
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Outreach (Early Identification and Screening, Assessment and Diagnosis)								
		Adults	\$723,540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Children	\$649,488.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Alcohol and Other Drug	Adults	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Children	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Initiation and Engagement								
	Problem Gambling		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Mental Health							
		Adults	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Children	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Therapeutic Interventions (Community-based Outpatient, Crisis, Pre-Commitment, Acute Care, PSRB and JPSRB)								
	Problem Gambling		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Mental Health							
		Adults	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Children	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Alcohol and Other Drug	Adults	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Children	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Problem Gambling		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Mental Health							
		Outpatient services	\$825,000.00					
	Crisis services	\$1,865,330.00		\$500,000.00				
	ICP	\$416,282.00		\$210,859.00				
	Acute care	\$1,340,902.00						
	PSRB	\$113,963.00		\$28,000.00				
	Jail MH	\$441,019.00			\$124,138.00			
	Alcohol and Other Drug							
	Outpatient services	\$457,080.00						
	Detox beds	\$286,874.00						
	A&D housing	\$234,000.00						
	Problem Gambling		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Continuity of Care and Recovery Management								
	Problem Gambling		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Mental Health		\$188,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Alcohol and Other Drug		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Peer-Delivered Services Administration Other (Include Description)								
	Problem Gambling		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Peer-Delivered Services		\$778,113.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Administration		\$1,264,914.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,903,430.00

*AMH Flex Funding includes State General Fund, State Beer and Wine Tax, Lottery Funds, SAPT Block Grant and Mental Health Block Grant

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT D-1

FINANCIAL ASSISTANCE AWARD

CONTRACTOR: _____

AGREEMENT #: _____

DATE: _____

REFERENCE #: _____

PROGRAM AREA:

<u>Part</u>	<u>Start/End Dates</u>	<u>Client Code</u>	<u>Approved Service Funds</u>	<u>Approved Start-up</u>	<u>Serv. Units</u>	<u>Unit Type</u>	<u>EXHIB B2 Codes</u>	<u>Spec Cond #</u>
_____	_____	_____	_____	_____	_____	_____	_____	_____

SE#: _____

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 2013-2015

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/16/2013

Contract#: 141403
 Reference#: 001

ALCOHOL AND DRUG SERVICES

SECTION: 1
 SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#
SE# 60 A&D-SPECIAL PROJECTS								
C	7/2013- 6/2014	N/A	\$180,000	\$0	0.	NA	N/A	A0001 1
SUBTOTAL SE# 60			\$180,000	\$0				
TOTAL SECTION 1			\$180,000	\$0				

TOTAL AUTHORIZED FOR ALCOHOL AND DRUG SERVICES \$180,000

TOTAL AUTHORIZED FOR THIS FAAA: \$180,000

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/16/2013

Contract#: 141403
REF#: 001

REASON FOR FAAA (for information only):

The Financial Assistance Award is for Alcohol or Other Drug Abuse Treatment within the Governor's 2013-2015 Balanced Budget (GBB). Additional funding categories have been moved out of individual Service Elements and into MHS 37-Flexible Funding in this Agreement. Medicaid-eligible Alcohol and Drug Residential Treatment services were moved to the Coordinated Care Organizations (CCO) beginning July 1, 2013. Payment of funds in this Financial Assistance Award is subject to Legislative approval of the Oregon Health Authority's 2013-2015 Budget, at the level proposed in the Governor's Balanced Budget or higher.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

A0001 1 A) These funds are awarded for the special project described in Exhibit A&D 60-Strategic Prevention Framework (SPF). B) The financial assistance awarded for A&D 60-Strategic Prevention Framework (SPF) will be disbursed in substantially equal quarterly allotments.

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 FAAA Totals
 Part C
 2013-2015

***** INFORMATION ONLY *****

CONTRACT#: 141403
 REF#: 001

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/16/2013

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
60	A&D-SPECIAL PROJECTS	\$0	\$0	\$180,000	\$180,000
TOTAL SE#	60	\$0	\$0	\$180,000	\$180,000
		\$0	\$0	\$180,000	\$180,000

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 FAAA Totals

Summary
 2013-2015

***** INFORMATION ONLY *****

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/16/2013

CONTRACT#: 141403
 REF#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
60	A&D-SPECIAL PROJECTS	\$0	\$0	\$180,000	\$180,000
TOTAL SE#	60	\$0	\$0	\$180,000	\$180,000
CONTRACT TOTAL		\$0	\$0	\$180,000	\$180,000

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 2013-2015

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/16/2013

Contract#: 141403
 Reference#: 002

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#
SE# 1 LOCAL ADMIN MENTAL HEALTH SVCS								
A	7/2013-12/2013	N/A	\$21,375	\$0	0.	NA	N/A	M0000 1
A	7/2013-12/2013	N/A	\$43,777	\$0	0.	NA	N/A	M0000 2
A	7/2013-12/2013	N/A	\$7,258	\$0	0.	NA	N/A	M0000 3
A	7/2013-12/2013	N/A	\$28,784	\$0	0.	NA	N/A	M0000 4
A	7/2013-12/2013	N/A	\$6,147	\$0	0.	NA	N/A	M0000 5
A	7/2013-12/2013	N/A	\$9,364	\$0	0.	NA	N/A	M0000 6
A	7/2013-12/2013	N/A	\$4,969	\$0	0.	NA	N/A	M0000 7
SUBTOTAL SE# 1			\$121,674	\$0				

SE# 20 NON-RESIDENTIAL ADULT MH SERV

A	7/2013-12/2013	N/A	\$5,646	\$0	0.	NA	N/A	M0000 8
A	7/2013-12/2013	N/A	\$12,862	\$0	0.	NA	N/A	M0000 11
A	7/2013-12/2013	UH-ONG-610712	\$4,940	\$0	0.	NA	N/A	M0000 12
A	7/2013-12/2013	N/A	\$149,599	\$0	0.	NA	N/A	M0000 20
A	7/2013-12/2013	N/A	\$93,638	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	N/A	\$34,500	\$0	0.	NA	N/A	M0000 24
A	7/2013-12/2013	N/A	\$11,439	\$0	30.	SLT	N/A	M0000 14
A	7/2013-12/2013	N/A	\$33,002	\$0	48.	SLT	N/A	M0000 15
A	7/2013-12/2013	N/A	\$10,025	\$0	36.	SLT	N/A	M0000 16
A	7/2013-12/2013	N/A	\$17,455	\$0	24.	SLT	N/A	M0000 17
A	7/2013-12/2013	N/A	\$10,920	\$0	30.	SLT	N/A	M0000 18
A	7/2013-12/2013	N/A	\$5,636	\$0	24.	SLT	N/A	M0000 19
B	7/2013-12/2013	N/A	\$63,407	\$0	0.	NA	N/A	M0000 10
B	7/2013-12/2013	N/A	\$10,721	\$0	0.	NA	N/A	M0000 13
B	7/2013-12/2013	N/A	\$30,000	\$0	30.	SLT	N/A	M0000 21
B	7/2013-12/2013	N/A	\$50,916	\$0	24.	SLT	N/A	M0000 22
B	7/2013- 6/2014	N/A	\$357,462	\$0	0.	NA	N/A	M0000 9
B	7/2013- 6/2014	N/A	\$65,328	\$0	0.	NA	N/A	M0000 25
B	7/2014- 6/2015	N/A	\$357,462	\$0	0.	NA	N/A	M0000 9
B	7/2014- 6/2015	N/A	\$65,328	\$0	0.	NA	N/A	M0000 25
SUBTOTAL SE# 20			\$1,390,286	\$0				

SE# 22 CHILD & ADOLES MH SERVICES

B	7/2013- 6/2014	N/A	\$122,291	\$0	4.	SLT	22A	M0000 26
B	7/2014- 6/2015	N/A	\$122,291	\$0	4.	SLT	22A	M0000 26

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/16/2013

Contract#: 141403
 Reference#: 002

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#
SUBTOTAL SE# 22			\$244,582	\$0				
SE# 26 NON-RESIDENTIAL YOUTH DESIGNAT								
A	7/2013-12/2013	N/A	\$5,049	\$0	30.	SLT	N/A	M0000 27
B	7/2013-12/2013	N/A	\$183,030	\$0	30.	SLT	N/A	M0000 28
SUBTOTAL SE# 26			\$188,079	\$0				
SE# 27 RESIDENTIAL TRT FOR YOUTH								
A	7/2013-12/2013	N/A	\$15,311	\$0	30.	SLT	N/A	M0000 29
B	7/2013-12/2013	N/A	\$173,846	\$0	30.	SLT	N/A	
SUBTOTAL SE# 27			\$189,157	\$0				
SE# 28 RESIDENTIAL TREATMENT SERVICES								
A	7/2013-12/2013	N/A	\$149,771	\$0	48.	SLT	28A	M0000 34
A	7/2013-12/2013	N/A	\$250,382	\$0	24.	SLT	N/A	M0000 30
A	7/2013-12/2013	N/A	\$123,751	\$0	30.	SLT	N/A	M0000 31
A	7/2013-12/2013	ESTLAN-600811	\$1,344	\$0	6.	SLT	N/A	M0000 32
A	7/2013-12/2013	N/A	\$86,367	\$0	36.	SLT	N/A	M0000 33
A	7/2013-12/2013	N/A	\$187,369	\$0	36.	SLT	N/A	M0000 35
A	7/2013-12/2013	N/A	\$150,700	\$0	60.	SLT	N/A	M0000 36
A	7/2013-12/2013	OLJOAN-490126	\$150,675	\$0	6.	SLT	N/A	M0000 37
A	7/2013-12/2013	TUCNN--510514	\$20,955	\$0	6.	SLT	N/A	M0000 38
A	7/2013-12/2013	AMPAUL-521206	\$11,532	\$0	6.	SLT	N/A	M0000 39
A	7/2013-12/2013	N/A	\$125,729	\$0	72.	SLT	N/A	M0000 40
A	7/2013-12/2013	N/A	\$87,378	\$0	24.	SLT	N/A	M0000 41
B	7/2013-12/2013	N/A	\$288,000	\$0	48.	SLT	28A	
B	7/2013-12/2013	ESTLAN-600811	\$25,344	\$0	6.	SLT	N/A	
B	7/2013-12/2013	OLJOAN-490126	\$34,493	\$0	6.	SLT	N/A	
B	7/2013-12/2013	TUCNN--510514	\$18,000	\$0	6.	SLT	N/A	
B	7/2013-12/2013	N/A	\$909,434	\$0	312.	SLT	N/A	
SUBTOTAL SE# 28			\$2,621,224	\$0				
SE# 34 ADULT FOSTER CARE MHS								
B	7/2013-12/2013	N/A	\$434,463	\$0	0.	NA	N/A	
B	7/2013-12/2013	EIRRIC-630331	\$13,293	\$0	6.	SLT	N/A	
B	7/2013-12/2013	ONEAL-650120	\$12,057	\$0	6.	SLT	N/A	

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/16/2013

Contract#: 141403
 Reference#: 002

MENTAL HEALTH SERVICES

SECTION: 1
 SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2.

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#
SUBTOTAL SE# 34			\$459,813	\$0				
SE# 35 OLDER/DISABLED ADULT MH SVCS								
A	7/2013-12/2013	EEBARE-460409	\$2,966	\$0	6.	SLT	35B	
A	7/2013-12/2013	ENTANI-470921	\$4,960	\$0	6.	SLT	35B	
A	7/2013-12/2013	TRAOAN-530712	\$5,792	\$0	6.	SLT	35B	
A	7/2013-12/2013	AMILFO-560502	\$5,045	\$0	6.	SLT	35B	
SUBTOTAL SE# 35			\$18,763	\$0				
SE# 36 PASARR MHS								
B	7/2013- 6/2014	N/A	\$43,488	\$0	0.	NA	N/A	
B	7/2014- 6/2015	N/A	\$43,488	\$0	0.	NA	N/A	
SUBTOTAL SE# 36			\$86,976	\$0				
TOTAL SECTION 1			\$5,320,554	\$0				

TOTAL AUTHORIZED FOR MENTAL HEALTH SERVICES

\$5,320,554

TOTAL AUTHORIZED FOR THIS FAAA: \$5,320,554

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/16/2013

Contract#: 141403
REF#: 002

REASON FOR FAAA (for information only):

The Financial Assistance Award is for Mental Health Services within the Governor's 2013-2015 Balanced Budget (GBB). Additional funding categories have been moved out of individual Service Elements and into MHS 37-Flexible Funding in this Agreement. Mental Health Residential funding has only been included for six months based on movement of funding and services to the Coordinated Care Organizations (CCO) beginning January 1, 2014. Payment of funds in this Financial Assistance Award is subject to Legislative approval of the Oregon Health Authority's 2013-2015 Budget, at the level proposed in the Governor's Balanced Budget or higher.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0000 1 A) Local Administration - Mental Health Services (MHS 01)
Financial Assistance Associated with Specific Program Area: The financial assistance subject to this special condition is awarded for local administration of services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Fieldstone RTH.

M0000 2 A) Local Administration - Mental Health Services (MHS 01)
Financial Assistance Associated with Specific Program Area: The financial assistance subject to this special condition is awarded for local administration of services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Johnson Creek SRTF.

M0000 3 A) Local Administration - Mental Health Services (MHS 01)
Financial Assistance Associated with Specific Program Area: The financial assistance subject to this special condition is awarded for local administration of services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Mosaic House RTH.

M0000 4 A) Local Administration - Mental Health Services (MHS 01)
Financial Assistance Associated with Specific Program Area: The financial assistance subject to this special condition is awarded

for local administration of services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Mossy Meadows RTH.

M0000 5 A) Local Administration - Mental Health Services (MHS 01)
Financial Assistance Associated with Specific Program Area: The financial assistance subject to this special condition is awarded for local administration of services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Portland Avenue RTH.

- M0000 6 A) Local Administration - Mental Health Services (MHS 01)
Financial Assistance Associated with Specific Program Area: The financial assistance subject to this special condition is awarded for local administration of services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Renaissance.
- M0000 7 A) Local Administration - Mental Health Services (MHS 01)
Financial Assistance Associated with Specific Program Area: The financial assistance subject to this special condition is awarded for local administration of services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Telecare ACT.
- M0000 8 These funds are for Coordinator services at Carson Holdings.
- M0000 9 These funds are for Habilitative Services for 1915i eligible individuals residing in the community and not in a licensed residential program.
- M0000 10 These funds are for Intensive Supported Housing services.
- M0000 11 These funds are for MH Rent Subsidy services.
- M0000 12 These funds are for Interpreter Services.
- M0000 13 These funds are for Rehabilitative Services at Johnson Creek SRTF.
- M0000 14 These funds are for Rent Subsidy services at Fieldstone RTH.
- M0000 15 These funds are for Rent Subsidy services at Johnson Creek SRTF.
- M0000 16 These funds are for Rent Subsidy services at Kellogg Creek RTP.
- M0000 17 These funds are for Rent Subsidy services at Autumn Ridge RTH.
- M0000 18 These funds are for Rent Subsidy services at Hearthstone RTH.
- M0000 19 These funds are for Rent Subsidy services at Portland Avenue RTH.
- M0000 20 These funds are for Service Payment services.
- M0000 21 These funds are for Treatment Services .
- M0000 22 These funds are for Treatment Services at Autumn Ridge RTH.
- M0000 23 These funds are for Treatment Services at Villebois Supported Housing.
- M0000 24 These funds are for Transportation services at Villebois.
- M0000 25 These funds are for Wrap Around services.

- M0000 26 These funds are for Foster Care Treatment services.
- M0000 27 These funds are for Rent Subsidy services at Mosaic House RTH.
- M0000 28 These funds are for Treatment Services at Mosaic House RTH.
- M0000 29 A) MHS 27 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$510.38 per month per individual. B) These funds are for Mosaic House RTH.
- M0000 30 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$10,432.58 per month per individual. B) These funds are for Autumn Ridge RTH.
- M0000 31 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$4,125.03 per month per individual. B) These funds are for Fieldstone RTH.
- M0000 32 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$224.05 per month per individual. B) These funds are for Fieldstone RTH.
- M0000 33 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$2,399.99 per month per individual. B) These funds are for Harmony House RTP.
- M0000 34 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$3,120.22 per month per individual. B) These funds are for Johnson Creek SRTF.
- M0000 35 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$5,204.69 per month per individual. B) These funds are for Kellogg Creek RTP.
- M0000 36 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$2,511.66 per month per individual. B) These funds are for Leland House RTP.
- M0000 37 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$25,112.58 per month per individual. B) These funds are for Mossy Meadows RTH.
- M0000 38 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$3,492.43 per month per individual. B) These funds are for Mossy Meadows RTH.

- M0000 39 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$1,922 per month per individual. B) These funds are for Oregon City residential APD.
- M0000 40 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$1,746.24 per month per individual. B) These funds are for Pearl RTF.
- M0000 41 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$3,640.73 per month per individual. B) These funds are for Portland RTH.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals

Part A
2013-2015

***** INFORMATION ONLY *****

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/16/2013

CONTRACT#: 141403
REF#: 002

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
1	LOCAL ADMIN MENTAL HEALTH SVCS	\$0	\$0	\$121,675	\$121,675
TOTAL SE# 1		\$0	\$0	\$121,675	\$121,675
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$301,185	\$301,185
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$88,478	\$88,478
TOTAL SE# 20		\$0	\$0	\$389,663	\$389,663
26	NON-RESIDENTIAL YOUTH DESIGNAT	\$0	\$0	\$5,049	\$5,049
TOTAL SE# 26		\$0	\$0	\$5,049	\$5,049
27	RESIDENTIAL TRT FOR YOUTH	\$0	\$0	\$15,311	\$15,311
TOTAL SE# 27		\$0	\$0	\$15,311	\$15,311
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$149,771	\$149,771
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$1,196,182	\$1,196,182
TOTAL SE# 28		\$0	\$0	\$1,345,953	\$1,345,953
35	OLDER/DISABLED ADULT MH SVCS	\$0	\$0	\$18,763	\$18,763
TOTAL SE# 35		\$0	\$0	\$18,763	\$18,763

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 FAAA Totals

Part A
 2013-2015

***** INFORMATION ONLY *****

CONTRACT#: 141403
 REF#: 002

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/16/2013

141403 Clackamas County

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
		\$0	\$0	\$1,896,414	\$1,896,414

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Part B
2013-2015

***** INFORMATION ONLY *****

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/16/2013

CONTRACT#: 141403
REF#: 002

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$919,710	\$919,710
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$80,916	\$80,916
TOTAL SE# 20		\$0	\$0	\$1,000,626	\$1,000,626
22	CHILD & ADOLES MH SERVICES	\$0	\$0	\$244,582	\$244,582
TOTAL SE# 22		\$0	\$0	\$244,582	\$244,582
26	NON-RESIDENTIAL YOUTH DESIGNAT	\$0	\$0	\$183,030	\$183,030
TOTAL SE# 26		\$0	\$0	\$183,030	\$183,030
27	RESIDENTIAL TRT FOR YOUTH	\$0	\$0	\$173,846	\$173,846
TOTAL SE# 27		\$0	\$0	\$173,846	\$173,846
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$288,000	\$288,000
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$987,270	\$987,270
TOTAL SE# 28		\$0	\$0	\$1,275,270	\$1,275,270
34	ADULT FOSTER CARE MHS	\$0	\$0	\$434,463	\$434,463
34	ADULT FOSTER CARE MHS	\$0	\$0	\$25,350	\$25,350
TOTAL SE# 34		\$0	\$0	\$459,813	\$459,813

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 FAAA Totals
 Part B
 2013-2015

***** INFORMATION ONLY *****

CONTRACTOR: CLACKAMAS COUNTY CONTRACT#: 141403
 DATE: 05/16/2013 REF#: 002

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
36	PASARR MHS	\$0	\$0	\$86,975	\$86,975
TOTAL SE# 36		\$0	\$0	\$86,975	\$86,975
		\$0	\$0	\$3,424,142	\$3,424,142

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 FAAA Totals

Summary
 2013-2015

***** INFORMATION ONLY *****

CONTRACT#: 141403
 REF#: 002

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/16/2013

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
34	ADULT FOSTER CARE MHS	\$0	\$0	\$25,350	\$25,350
TOTAL SE# 34		\$0	\$0	\$459,813	\$459,813
35	OLDER/DISABLED ADULT MH SVCS	\$0	\$0	\$18,763	\$18,763
TOTAL SE# 35		\$0	\$0	\$18,763	\$18,763
36	PASARR MHS	\$0	\$0	\$86,975	\$86,975
TOTAL SE# 36		\$0	\$0	\$86,975	\$86,975
CONTRACT TOTAL		\$0	\$0	\$5,320,556	\$5,320,556

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and County reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

- a. **Heading.** The heading of the Financial Assistance Award consists of the following information (1) County name, (2) the identification number of the Agreement of which the Financial Assistance Award is a part, and (3) the date of the Financial Assistance Award (which should be on or about the date of this Agreement). The Financial Assistance Award is then broken down by Program Area, with all Services in a particular Program Area that are awarded funds grouped together under the Program Area heading. The Financial Assistance Award may also be labeled as Section 1. This Section designation has no relevance to the original Financial Assistance Award and should be ignored. The Financial Assistance Award also contains a reference number which is used for administrative tracking purposes only and has no legal significance.

- b. **Financial and Service Information.** Each Service awarded funds is listed by its Service number and name (full or abbreviated). The amount of financial assistance awarded for the Service and certain other Service information is listed below the Service number and name on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted by section 3.a of Exhibit F of this Agreement. The funds set forth on a particular line will be disbursed in accordance with and are subject to the restrictions set forth on that line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:
 - (1) **Column 1, Part:** This column will contain the character A, B or C to indicate the method by which OHA will disburse the awarded funds. The disbursement method indicated in this column will usually be consistent with the disbursement method set forth in the Service Description for the particular Service. Occasionally, a disbursement method different than that set forth in the Service Description is necessary. And if a disbursement method specified in this column is different than the method set forth in the Service Description, the method specified in this column shall control. This column only identifies the disbursement method and is not relevant to determining whether County is ultimately entitled to payment. Payment entitlement is determined in accordance with the basis of payment set forth in the applicable Service Description and any disbursements to County in excess of the payments County is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement. The characters A, B and C signify the following disbursement methods:

- (a) The character A means OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in column 2.
 - (b) The character B means the funds are disbursed and paid under another agreement and are set forth in this Agreement for tracking purposes.
 - (c) The character C means OHA will disburse the awarded funds in the manner specified in column 9.
- (2) **Column 2, Start/End dates:** These dates specify the period during which it is expected that the Service or Service capacity, as applicable, will be delivered utilizing the approved service funds set forth on that line of the Financial Assistance Award. For purposes of disbursement method A (described above), these dates also specify the period during which the approved service funds will be disbursed to County.
- (3) **Column 3, Client Code:** When a Client Code appears in this column the approved service funds set forth on that line of the Financial Assistance Award may only be expended on the delivery of the specified Service to the specified individual. When the approved service funds are not intended for any particular individual, an N/A designation will appear in this column.
- (4) **Column 4, Approved Service Funds:** This is the amount awarded for delivery of the Service and is OHA's maximum obligation during the period specified on that line in support of the Services described on that line of the Financial Assistance Award
- (5) **Column 5, Approved Start-up:** If funds appear in this column they may only be used to cover one-time expenses incurred in initiating, expanding or upgrading the specified Service or for other special one-time expenses related to the Service. Start-up funds may only be spent for the purposes specified in the special conditions appearing in column 9. Start-up funds may only be expended in accordance with Exhibit K of this Agreement and with start-up procedures within the applicable Service Elements.
- (6) **Column 6, Service Units:** This is the amount of Service or Service capacity, as applicable, that OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in relatively equal amounts over the course of the period specified on that line of the Financial Assistance Award. This column will read zero if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. This column must be read in conjunction with column 7.

- (7) **Column 7, Unit Type:** The unit type is the unit of measurement associated with the Service units set forth in column 6. The unit types are expressed in three character designations that have the following meanings:
- (a) **CSD:** One CSD (or Client Service Day) is one day of Service or Service capacity, as applicable, delivered to one individual or made available for delivery to one individual, as applicable.
 - (b) **N/A:** N/A means unit type is not applicable to the particular line
 - (c) **SLT:** One SLT (or Slot) is the delivery or capacity to deliver, as applicable, the Service to an individual during the entire period specified in the corresponding line of the Financial Assistance Award.
- (8) **Column 8, Exhibit B-2 Codes:** The codes appearing in this column correspond to the Specialized Service Requirement Codes for the Specialized Service Requirements described in Exhibit B-2. If a Specialized Service Requirement Code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirements when the Service is delivered with approved service funds set forth on that line of the Financial Assistance Award.
- (9) **Column 9, Special Conditions:** These are the special conditions, if any, that must be complied with when providing the Service using approved service funds set forth on that line of the Financial Assistance Award. For certain Services, the special conditions specify the rate at which financial assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The special conditions are identified by an alphanumeric code. A table or tables listing the special conditions by alphanumeric code is included in the Financial Assistance Award

2. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, each financial and service information line in the amendment will either amend an existing line in the financial and service information of the Financial Assistance Award or constitute a new line added to the financial and service information of the Financial Assistance Award. A financial and service information line in a Financial Assistance Award amendment (an "Amending Line") amends an existing line of the Financial Assistance Award (a "Corresponding Line") if the line in the Financial Assistance Award amendment awards funds for the same Service, specifies the same CPMS Name (if applicable), and specifies the same Exhibit B-2 code as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the date range specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved service funds column, those funds are added to the approved service funds of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the

approved service funds column, those funds are subtracted from the approved service funds of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the service units column, those service units are added to the service units in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the service units column, those units are subtracted from the service units in the Corresponding Line for the period specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a financial and service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

OWITS Financial Assistance Award

EXHIBIT D-2

OREGON HEALTH AUTHORITY
OWITS FINANCIAL ASSISTANCE AWARD
2013-2015

CONTRACTEE: _____ CONTRACT#: _____ DATE: _____
BASE/AMENDMENT# (This line will be labeled "Base for initial Agreement or "Amendment #" for amendments)

ADDICTIONS AND MENTAL HEALTH SERVICES

SERVICE REQUIREMENTS MEET EXHIBIT B, MHS 37 – FLEXIBLE FUNDING

Fund Source Description	Start Date	End Date	Approved Funding Level	Payment Frequency	Special Condition
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TOTAL AUTHORIZED AMOUNT: _____ \$(This line will be used for initial Agreement, will be blank for amendments)
TOTAL AUTHORIZED AMOUNT OF THIS AMENDMENT: _____ \$(This line will be used for amendments only)

BASE FUNDING PURPOSE: (This line will be used for initial Agreement, will be blank for amendments)
AMENDMENT REASON: (This line will be used for amendments only)

Fund Source Description	Start Date	End Date	Approved Funding Level	Payment Frequency	Special Condition
0422 BEER AND WINE 40% PREVENTION OF VENDOR	07/01/2013	06/30/2014	\$13,867.00	Monthly	These funds may only be used in accordance with state statutes related to Beer and Wine 40.
0424 A&D IDP-OUTPATIENT OF VENDOR	07/01/2013	06/30/2014	\$132,168.00	Monthly	These funds are for IDPF Outpatient Services.
0426 A&D CFA-PREVENTION OF VENDOR	07/01/2013	06/30/2014	\$834.00	Monthly	These funds are for IDPF Outpatient Services.
0520 SAPT DETOX TREATMENT FF 93.959 SUB-RECIPIENT	07/01/2013	06/30/2014	\$22,810.00	Monthly	A) These funds may only be used in accordance with federal regulations related to SAPT Block Grant. B) These funds are for Detox Services.
0520 SAPT GR TREATMENT FF 93.959 SUB-RECIPIENT	07/01/2013	06/30/2014	\$812,997.50	Monthly	These funds may only be used in accordance with federal regulations related to SAPT Block Grant.
0530 SAPT GR PREVENTION FF 93.959 SUB-RECIPIENT	07/01/2013	06/30/2014	\$156,479.00	Monthly	These funds may only be used in accordance with federal regulations related to SAPT Block Grant.
0804 MH GENERAL FUND GF VENDOR	07/01/2013	12/31/2013	\$2,168,199.00	Monthly	
0808 A&D PREVENTION GF VENDOR	07/01/2013	06/30/2014	\$8,195.00	Monthly	
0908 A&D ITRS TANF (GF MATCH) GF VENDOR	07/01/2013	06/30/2014	\$355,680.00	Monthly	
0804 MH GENERAL FUND GF VENDOR	01/01/2014	06/30/2014	\$1,309,786.62	Monthly	
0301 COMM MH BLOCK ODD YR FF 93.958 SUB-RECIPIENT	04/01/2014	06/30/2014	\$146,033.49	Monthly	These funds may only be used in accordance with federal regulations related to MH Block Grant.
0301 COMM MH BLOCK ODD YR FF 93.958 SUB-RECIPIENT	07/01/2014	03/31/2015	\$438,100.47	Monthly	These funds may only be used in accordance with federal regulations related to MH Block Grant.
0420 BEER & WINE 20% DETOX TREATMENT OF VENDOR	07/01/2014	06/30/2015	\$3,477.00	Monthly	A) These funds may only be used in accordance with state statutes related to Beer and Wine 20. B) These funds are for Detox Services.
0420 BEER AND WINE 20% TREATMENT OF VENDOR	07/01/2014	06/30/2015	\$81,130.50	Monthly	These funds may only be used in accordance with state statutes related to Beer and Wine 20.

Fund Source Description	Start Date	End Date	Approved Funding Level	Payment Frequency	Special Condition
0421 BEER AND WINE 40% DETOX TREATMENT OF VENDOR	07/01/2014	06/30/2015	\$6,259.00	Monthly	A) These funds may only be used in accordance with state statutes related to Beer and Wine 40. B) These funds are for Detox Services.
0421 BEER AND WINE 40% TREATMENT OF VENDOR	07/01/2014	06/30/2015	\$146,034.50	Monthly	These funds may only be used in accordance with state statutes related to Beer and Wine 40.
0422 BEER AND WINE 40% PREVENTION OF VENDOR	07/01/2014	06/30/2015	\$13,867.00	Monthly	These funds may only be used in accordance with state statutes related to Beer and Wine 40.
0424 A&D IDP-OUTPATIENT OF VENDOR	07/01/2014	06/30/2015	\$132,168.00	Monthly	These funds are for IDPF Outpatient Services.
0426 A&D CFA-PREVENTION OF VENDOR	07/01/2014	06/30/2015	\$834.00	Monthly	These funds are for IDPF Outpatient Services.
0520 SAPT DETOX TREATMENT FF 93.959 SUB-RECIPIENT	07/01/2014	06/30/2015	\$22,810.00	Monthly	A) These funds may only be used in accordance with federal regulations related to SAPT Block Grant. B) These funds are for Detox Services.
0520 SAPT GR TREATMENT FF 93.959 SUB-RECIPIENT	07/01/2014	06/30/2015	\$812,997.50	Monthly	These funds may only be used in accordance with federal regulations related to SAPT Block Grant.
0530 SAPT GR PREVENTION FF 93.959 SUB-RECIPIENT	07/01/2014	06/30/2015	\$156,479.00	Monthly	These funds may only be used in accordance with federal regulations related to SAPT Block Grant.
0804 MH GENERAL FUND GF VENDOR	07/01/2014	06/30/2015	\$2,619,573.26	Monthly	
0808 A&D PREVENTION GF VENDOR	07/01/2014	06/30/2015	\$8,195.00	Monthly	
0908 A&D ITRS TANF (GF MATCH) GF VENDOR	07/01/2014	06/30/2015	\$355,680.00	Monthly	
0900 COMM MH BLOCK EVEN YR FF 93.958 SUB RECIPIENT	04/01/2015	06/30/2015	\$146,033.49	Monthly	These funds may only be used in accordance with federal regulations related to MH Block Grant.
Total Authorized Amount			\$10,745,689.80		

Base Funding Purpose: The Financial Assistance Award in MHS 37-Flexible Funding is within the Governor's 2013-2015 Balanced Budget and is subject to Legislative approval of OHA's 2013-2015 Budget, at the level proposed in the Governor's Balanced Budget or higher.

EXPLANATION OF OWITS FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and County reflected in the OWITS Financial Assistance Award.

1. Format in OWITS Financial Assistance Award

- a. **Heading.** The heading of the OWITS Financial Assistance Award consists of the following information: (1) County name, (2) the identification number of the Agreement of which the Financial Assistance Award is a part, (3) the date of the Financial Assistance Award (which should be on or about the date of this Agreement) and (4) "BASE" as an indicator of initial funding of this Agreement or "AMENDMENT" for subsequent Amendments followed by Amendment number.
- b. **Financial and Service Information** The funds set forth on a particular line will be disbursed in accordance with and are subject to the restrictions set forth in a special condition on that line. The awarded funds, fund source, service dates, payment frequency and conditions on a particular line are displayed in a columnar format as follows:
 - (1) **Column 1, Fund Source Description:** This column will contain a description of the fund source which includes the AMH fund number and title of the fund source.
 - (2) **Columns 2 and 3, Start and End dates:** These dates specify the period during which it is expected that the Services will be delivered utilizing the approved service funds set forth on that line of the OWITS Financial Assistance Award. For purposes of disbursement these dates also specify the period during which the approved service funds will be disbursed to County
 - (3) **Column 4, Approved Funding Level:** This is the amount awarded for delivery of Service from a specified funding source and is OHA's maximum obligation during the period specified on that line in support of Services described on that line of the OWITS Financial Assistance Award.
 - (4) **Column 5, Payment Frequency:** This column only identifies the payment frequency on that line and is not relevant to determining whether County is ultimately entitled to payment. Payment entitlement is determined in accordance with the basis of payment set forth in Exhibit MHS 37 – Flexible Funds.
 - (5) **Column 6, Special Conditions:** These are the special conditions, if any, that must be complied with when providing Services using approved funds set forth on that line of the OWITS Financial Assistance Award.

- c. **OWITS Financial Assistance Award Calculations.** This amount is a calculation of all funding lines in this OWITS Financial Assistance Award.
- (1) If Exhibit D-2 is for funding of the initial Agreement, the calculated amount will be labeled "Total Authorized Amount." If Exhibit D-2 is for amended funding of this Agreement, the calculated amount will be labeled "Total Authorized Amount for this Amendment."
 - (2) If Exhibit D-2 is for funding of the initial Agreement, the purpose of this funding will be preceded by "Base Funding Purpose." If Exhibit D-2 is for amended funding of this Agreement, the purpose will be preceded by "Amendment Reason."

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. **County Expenditures on Addiction Services.** In accordance with ORS 430.345 to 430.380 (the "Mental Health Alcoholism and Drug Services Account" also known as the "Beer and Wine Tax Account"), County shall maintain its 2013-2014 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2012-2013. Furthermore, and in accordance with the Beer and Wine Tax Account, County shall maintain its 2014-2015 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2013-2014. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.
2. **Limitations on use of Financial Assistance Awarded for Addiction Services.** Financial assistance awarded under this Agreement for Addiction Services (as reflected in the Financial Assistance Award), may not be used:
 - a. To provide inpatient hospital services;
 - b. To make cash payments to intended recipients of health services;
 - c. To purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - d. To satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or
 - e. To carry out any program prohibited by section 256(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5).
3. County shall maintain separate fund balances for the Mental Health, Alcohol and Drug and Problem Gambling Services.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT F

GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

- a. Disbursement Generally.** Subject to the conditions precedent set forth below, OHA shall disburse the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth below and, as applicable, in the Service Descriptions and the Financial Assistance Award. Disbursement procedures may vary by Service.
- (1) Disbursement of Financial Assistance Awarded for Services in Financial Assistance Award.** As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.
 - (2) Disbursements Remain Subject to Recovery.** All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Section 1.c.(1), as an Underexpenditure, Overexpenditure or Misexpenditure.
- b. Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1)** No County default as described in Section 6 of Exhibit G has occurred.
 - (2)** County's representations and warranties set forth in Section 4 of Exhibit G are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- c. Recovery of Financial Assistance.**
- (1) Notice of Underexpenditure, Overexpenditure or Misexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Section 1.c.(2) below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Section 1.c.(3) below.

(2) **Recovery of Underexpenditure or Overexpenditure.**

- (a) **County's Response.** County shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If County fails to respond within that 90 day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.
- (b) **Appeals Process.** If County notifies OHA that it wishes to engage in the appeals process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.(c)(2)(c) below. If OHA and County continue to disagree as to whether there has been an Underexpenditure or Overexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to Section 1.c.(2), OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under any other contract or agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset, (including the contracts or

agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, after providing notice to the County and within the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due to County under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

(a) County's Response. From the effective date of the notice of Misexpenditure, County shall have the lesser of (1) 60 calendar days, or (2) if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the federal government, to either:

- i. Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA; or
- ii. Notify OHA that County wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to Section 1.c.(3)(c). below; or
- iii. Notify OHA that it wishes to engage in the applicable appeal process set forth in Section 1.c.(3)(b). below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in Section 1.c.(3)(b). below.

- (b) Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:
- i. **Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 21(b) or (c) of

Exhibit A, County and OHA shall engage in the process described in this Section to resolve a dispute regarding the noticed Misexpenditure. First, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to the OHA County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(c) below. If OHA and County continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration.

- ii. **Appeal from Federal-Identified Misexpenditure.**
 - A. If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Section 21(a) of Exhibit A and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then County may, prior to 30 days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the federal agency. If County so requests that OHA appeal the determination of improper use of federal funds,

federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. County and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either County, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(c) below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall pay to OHA the interest, if any, charged by the federal government on such amount.

- B. If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or County does not request that OHA pursue an appeal 30 days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final County shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to

OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(c) below.

C. If County does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, prior to 30 days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal), within 90 days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(c). below.

D. Notwithstanding Section 1.c.(3)(a)(i) through iii., if the Misexpenditure was expressly authorized by a OHA rule or an OHA writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, County will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:

(i) Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.

(ii) For purposes of this Section, an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of OHA or by the Assistant Director of Addictions and Mental Health Services Division.

OHA shall designate an alternate officer in the event the Addictions and Mental Health Services Division is abolished. Upon County request, OHA shall notify County of the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.

- (iii) The writing must be in response to a request from County for expenditure authorization, or a statement intended to provide official guidance to County or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
 - (iv) If OHA writing is in response to a request from County for expenditure authorization, the request must be in writing and signed by the director of a County department with authority to make such a request or by the County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
 - (v) An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.
 - (vi) OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.
 - (vii) OHA rule does not authorize an expenditure that this Agreement prohibits.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to Section 1.c.(3)(b)(i) and (ii), OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under this Agreement or any amount owed to County by OHA under any other contract or agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Misexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from

those OHA wishes to deduct payments from). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Misexpenditure, then the OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and within the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due County under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

(4) Additional Provisions related to parties rights/obligations with respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (a) County shall cooperate with OHA in the Agreement Settlement process.
- (b) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.
- (c) If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (d) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.
- (e) Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

- 2. Use of Financial Assistance.** County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.

3. Award Adjustments

- a. Except for MHS 37-Flexible Funding pursuant to Exhibit D-2, County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the effective date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Section 3 and other than from Federal Funds) County may use funds for other Services in that Program Area (other than financial assistance provided to County for MHS 26, MHS 27, MHS 37-Start-Up, A&D 61, A&D 60-Start-Up, and A&D 82 which is not subject to this 10 percent use adjustment). If County uses financial assistance described in the Financial Assistance Award in reliance on this Section 3.a, County shall promptly notify in writing of such use.
- b. Financial Assistance disbursed to County under this Agreement that County would be entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the financial assistance to be used by County prior to termination or expiration of this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.

4. Amendments Proposed by OHA.

- a. **Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section promptly after County's receipt thereof. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered

accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.

- b. Other Amendments.** County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in Section 4.a. of this Exhibit, promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each alternation. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date this Agreement shall be considered amended as set forth in the accepted amendment.
- 5. Provider Contracts.** Except when the Service expressly requires the Service or a portion thereof to be delivered by County directly and subject to Section 6 of this Exhibit F, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a "Provider") through a contract (a "Provider Contract"). Subject to Section 6 of this Exhibit F, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. Except for MHS 20 emergency services, if County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing and contain each of the provisions set forth on Exhibit I, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and special conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request. County may purchase MHS 20 emergency services according to County's policies and pay for these services upon receipt of an itemized invoice, purchase order, or other proper billing instrument evidencing the services rendered, or by a Provider Contract containing the provisions set forth in Exhibit I, if required by County policy.

6. **Provider Monitoring.** County shall monitor each Provider's delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
7. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Services, County shall:
 - a. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to County.
 - b. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, any and all written materials in the prevalent non-English languages in the area served by County's CMHP.
 - c. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, oral interpretation services in all non-English languages in the area served by County's CMHP.
 - d. Make available to Clients with hearing impairment, without charge to the Client, upon the Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the Services and all Provider Contracts related to this Agreement.

8. **Reporting Requirements.** If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:
 - a. Client, Service and financial information as specified in the Service Description.
 - b. All additional information and reports that OHA reasonably requests.
9. **Operation of CMHP.** County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it begins using the funds for that Service until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Service in accordance with Section 8 of Exhibit G or (c) termination by the County, in accordance with Section 8 of Exhibit G, of County's obligation to include in its CMHP a Program Area that includes that Service.

10. OHA Reports.

- a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:
- (1) Summary reports to County and County's Providers from the CPMS, AMH Measures and Outcomes Tracking System (MOTS) data and other Client data reported to OHA under this Agreement; and
 - (2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit D-1 and D-2 for the delivery of Services.
- b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.

11. Technical Assistance. During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.

12. Payment of Certain Expenses. If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (www.oregon.gov/DAS/SCD/SARS/policies/oam/10.35.00.PR.pdf?ga=t) as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

13. Effect of Amendments Reducing Financial Assistance. If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Services actually delivered.

14. Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration. If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in

accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Deputy Director for Addictions and Mental Health Services Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Section 15 below.

15. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

16. Purchase and Disposition of Equipment.

a. For purposes of this section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:

Network
Personal Computer
Printer/Plotter
Server
Storage
Software

b. For any Equipment authorized by DHS/OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:

- (1) description of the Equipment;
- (2) serial number;
- (3) where Equipment was purchased;
- (4) acquisition cost and date; and
- (5) location, use and condition of the Equipment

County shall provide the Equipment inventory list to the Contract Administrator annually by June 30th of each year. County shall be responsible to safeguard any

Equipment and maintain the Equipment in good repair and condition while in the possession of County or any subcontractors. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.

- c. Upon termination of this Contract, or any service thereof, for any reason whatsoever, County shall, upon request by DHS/OHA, immediately, or at such later date specified by DHS/OHA, tender to DHS/OHA any and all Equipment purchased with funds under this Contract as DHS/OHA may require to be returned to the State. At DHS/OHA's direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to DHS/OHA or to a subsequent contractor, DHS/OHA may require County to pay to DHS/OHA the current value of the Equipment. Equipment value will be determined as of the date of Contract or service termination.
 - d. If funds from this Contract are authorized by DHS/OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition authorizing the purchase.
 - e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 92.32, which, generally, describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
17. Nothing in this Agreement shall cause or require County or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit F.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT G

STANDARD TERMS AND CONDITIONS

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable Agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs, as may be revised; (c) all state laws requiring reporting of Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Representations and Warranties.

a. County represents and warrants as follows:

- (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- (7) **Services.** To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Service Description.

b. OHA represents and warrants as follows:

- (1) **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA

and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. **Ownership of Intellectual Property.**

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that the OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:
- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
 - b. Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;
 - c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
 - e. The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Service Description.
7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.

8. Termination.

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to include a particular Program Area in its CMHP:
- (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
 - (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:
- (1) For its convenience, upon at least three calendar months advance written notice to County, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
 - (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
 - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification;
 - (6) Immediately upon written notice to County, if OHA determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others in performing the Services covered in this Agreement.
- c. OHA and County agree that this Agreement extends to September 1, 2015, but only for the purpose of amendments to adjust the allocated budget (Exhibit D) for Services performed, or not performed, by County during the 2013-2015 biennium and prior to July 1, 2015. If there is more than one amendment modifying Exhibit D, the amendment shall be applied to Exhibit D in the order in which the amendments are executed by County and OHA. In no event is the County authorized to provide any Services under this Agreement, and County is not required to provide any Services under this Agreement, after June 30, 2015.

9. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award except (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available from the effective date of this Agreement through the termination date, and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial

assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Service, from the effective date of this Agreement through the termination date.

- (2) Upon termination of this Agreement in its entirety, County shall have no further obligation under this Agreement to operate a CMHP.

b. Individual Program Area or Service.

- (1) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, OHA shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Service, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service except (a) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a rate per unit of service or service capacity basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the first day of the period for which the funds were awarded through the earlier of the termination of OHA's obligation to provide financial assistance for that Service or the last day of the period for which the funds were awarded, and (b) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a cost reimbursement basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the effective date of this Agreement through the termination of OHA's obligation to provide financial assistance for that Service.
- (2) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, County shall have no further obligation under this Agreement to include that Service in its CMHP.
- (3) Upon termination of County's obligation to include a Program Area in its CMHP, OHA shall have (a) no further obligation to pay or disburse financial assistance to County under this Agreement for Local Administration (LA01) of Services in that Program Area whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for local administration of Services in that Program Area and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial

assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP, and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the effective date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP.

- (4) Upon termination of County's obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.

c. **Disbursement Limitations.** Notwithstanding subsections (a) and (b) above:

- (1) Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and
- (2) Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.

d. **Survival.** Exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's right to receive financial assistance to which it is entitled hereunder, as described in subsections a. and b. above and as determined through the Agreement Settlement process, or County's right to invoke the dispute resolution processes under Sections 14 and 15 of Exhibit F. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's obligations under this Agreement or OHA's right to enforce this Agreement against County in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms shall not affect County's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply

with applicable federal requirements, the restrictions and limitations on County's use of financial assistance actually disbursed by OHA hereunder, County's obligation to cooperate with OHA in the Agreement Settlement process, or OHA's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure, Overexpenditure or Misexpenditure. If a termination right set forth in Section 8 of this Exhibit is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

10. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
11. **Insurance.** County shall require Providers to maintain insurance as set forth in Exhibit J, which is attached hereto.
12. **Records Maintenance, Access and Confidentiality.**
 - a. **Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of OHA to perform site reviews of all Services delivered by County.
 - b. **Retention of Records.** County shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.
 - c. **Expenditure Records.** County shall document the use and expenditure of all financial assistance paid by OHA under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OHA to verify how the financial assistance paid by OHA under this Agreement was used or expended.
 - d. **Client Records.** If County delivers a Service directly, County shall create and maintain a Client record for each Client who receives that Service, unless the Service Description precludes delivery of the Service on an individual Client

basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain:

- (1) Client identification;
- (2) Problem assessment;
- (3) Treatment, training or care plan;
- (4) Medical information when appropriate; and
- (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by OHA in administrative rules.

County shall retain Client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, Client records must be retained for a minimum of six years from termination or expiration of this Agreement.

- e. **Safeguarding of Client Information.** County shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

13. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0000 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
14. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
15. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No

approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

- 16. No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 17. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 18. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 19. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: April D. Barrett or delegate
Office of Contracts & Procurement
250 Winter Street NE, Room 306
Salem, OR 97301

COUNTY:

20. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
21. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
22. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
23. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.
24. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The

State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 25. Indemnification by Providers.** County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT H

REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of section 2 of Exhibit G, County shall comply, and as indicated, require all Providers to comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all Providers to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all Providers to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all Providers to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental

Protection Agency. County shall include and require all Providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **HIPAA Compliance.** OHA is a Covered Entity with respect to its healthcare components as described in OAR 943-014-0015 for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and OAR 125-055-0100 through OAR 125-055-0130. OHA must comply with HIPAA to the extent that any Services or obligations of OHA arising under this Agreement are covered by HIPAA. County shall determine if County will have access to, or create any protected health information in the performance of any Service or other obligations under this Agreement. To the extent that County will have access to, or create any protected health information to perform functions, activities, or Services for, or on behalf of, a healthcare component of OHA in the performance of any Service required by this Agreement, County shall comply and require all Providers to comply with OAR 125-055-0100 through OAR 125-055-0130 and the following:

- a. **Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of Services to Clients which are funded in whole or in part under this Agreement. To the extent that County is performing functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Services required by this Agreement, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 943-014-0000 *et. seq.*, or OHA Notice of Privacy Practices. A copy of the most recent OHA Notice of Privacy Practices may be obtained by contacting OHA or by

employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Provider may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or Provider or has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

11. **Pro-Children Act.** County shall comply and require all Providers to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** To the extent County provides any Service whose costs are paid in whole or in part by Medicaid, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).

- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
13. **ADA.** County shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
14. **Agency-Based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
15. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security

Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

16. Special Federal Requirements Applicable to Addiction Services.

- a. **Women's Services.** If County provides A&D 61 or A&D 62 Services, County must:
 - (1) Treat the family as a unit and admit both women and their children if appropriate.
 - (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 - (d) Therapeutic interventions for children in custody of women in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women and their children have access to the services in (a) through (d) above.
- b. **Pregnant Women.** If County provides any A&D Services other than A&D 70 Services, County must:
 - (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such Services;
 - (2) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs;
 - (3) If County has insufficient capacity to provide treatment Services to a pregnant woman, refer the woman to another Provider with capacity or if

no available treatment capacity can be located, refer the women to OHA's Addictions and Mental Health Division for referral to another provider in the state. If capacity cannot be located, AMH will make available interim services within 48 hours, including a referral for prenatal care.

c. **Intravenous Drug Abusers.** If County provides any A&D Services other than A&D 70 Services, County must:

- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
- (2) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit individuals to the program, must provide notification of that fact to the State within seven days.
- (3) If County receives a request for admission to treatment from an intravenous drug abuser, County must, unless it succeeds in referring the individual to another Provider with treatment capacity, admit the individual to treatment not later than:
 - (a) 14 days after the request for admission to County is made; or
 - (b) 120 days after the date of such request if no Provider has the capacity to admit the individual on the date of such request and, if interim Services are made available not less than 48 hours after such request
- (4) For purposes of (3) above, "Interim Services" means:
 - (a) Services for reducing the adverse health effects of such abuse, for promoting the health of the individual, and for reducing the risk of transmission of disease, including counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - (b) Referral for HIV or TB treatment Services, where necessary; and
 - (c) Referral for prenatal care if appropriate, until the individual is admitted to a Provider's Services.
 - (d) If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug abusers in need of such treatment to undergo treatment, and shall document such activities.

d. **Infectious Diseases.** If County provides any A&D Services other than A&D 70 Services, County must:

- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually

transmitted diseases, based on protocols established by OHA, for every individual seeking Services from County; and

- (2) Routinely make tuberculosis services available to each individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an individual admission on the basis of lack of capacity, refer the individual to another provider of tuberculosis Services.
 - (3) For purposes of (2) above, "tuberculosis services" means:
 - (a) Counseling the individual with respect to tuberculosis;
 - (b) Testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and
 - (c) Appropriate treatment services.
- e. **OHA Referrals.** If County provides any A&D Services other than A&D 70 services, County must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in A&D service delivery to persons referred by OHA.
- f. **Barriers to Treatment.** Where there is a barrier to delivery of an A&D Service due to culture, gender, language, illiteracy, or disability, County shall develop support services available to address or overcome the barrier, including:
 - (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication.
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- g. **Misrepresentation.** County shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.
- h. **Oregon Residency.** A&D Services funded through this Agreement may only be provided to residents of Oregon. Residents of Oregon are individuals who live in Oregon. There is no minimum amount of time an individual must live in Oregon to qualify as a resident so long as the individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- i. **Tobacco Use.** If County has A&D Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.

- j. **Client Authorization.** County must comply with 42 CFR Part 2 when delivering an Addiction Service that includes disclosure of Client information for purposes of eligibility determination. County must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Service to that individual.
17. **Community Mental Health Block Grant.** All funds, if any, awarded under this Agreement for MHS 20, MHS 22, MHS 37 or MHS 38 Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and County shall comply with those restrictions.
18. **Substance Abuse Prevention and Treatment.** To the extent County provides any Service whose costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66). Regardless of funding source, to the extent County provides any substance abuse prevention or treatment services, County shall comply with the confidentiality requirements of 42 CFR Part 2.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT I

REQUIRED PROVIDER CONTRACT PROVISIONS

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Provider may not expend on the delivery of _____ any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c. If this Contract requires Provider to deliver alcohol, drug abuse and addiction services, Provider may not use the funds paid to Provider under this Contract for such services:
 - (1) To provide inpatient hospital services;
 - (2) To make cash payments to intended recipients of health services;
 - (3) To purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4) To satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
 - (5) With respect to federal Substance Abuse Prevention and Treatment Block Grant moneys only, to purchase services from any person or entity other than a public or non-profit entity; or
 - (6) To carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)).
 - d. Provider may expend funds paid to Provider under this Contract only in accordance with federal OMB Circular A-87 as that circular is applicable on allowable costs.
2. **Records Maintenance, Access and Confidentiality.**
 - a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of

making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.

- b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.
- d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training and/or care plan;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

- e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

f. **Data Reporting.**

All individuals receiving services with funds provided under this Contract must enroll and maintain that client's record in either:

- (1) the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at:
<http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, as it may be revised from time to time; or
- (2) the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at:
<http://www.oregon.gov/oha/amh/pages/compass/electronic-data-capture.aspx>, as may be revised from time to time.

Over the next two years AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

3. **Alternative Formats of Written Materials.** In connection with the delivery of Services, Provider shall:

- a. Make available to a Client, without charge to the Client, upon the Client's, the County's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's administrative rules or by the Oregon Health Authority's written policies made available to Provider.
- b. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by Provider.
- c. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by Provider.
- d. Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the services and all provider contracts related to this Agreement.

4. **Reporting Requirements.** Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:

- a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
- b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit H, Required Federal Terms and Conditions, Section 15. Disclosure.

5. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs; (c) all state laws requiring reporting of client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H to the certain 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.
6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.
8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit J of the certain 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between County and the Oregon

Health Authority dated as of _____, which Exhibit is incorporated herein by this reference.

- 11** Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims
- 12.** Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT J

PROVIDER INSURANCE REQUIREMENTS

County shall require its first tier Providers(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with whom the County directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider enters into a contract.

TYPES AND AMOUNTS.

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

2. **PROFESSIONAL LIABILITY**

Required by OHA Not required by OHA.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

- Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

3. COMMERCIAL GENERAL LIABILITY

- Required by OHA Not required by OHA.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

- Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. AUTOMOBILE LIABILITY INSURANCE

- Required by OHA Not required by OHA.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

- Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

5. **ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of : (i) the Provider's completion and County 's acceptance of all Services required under the Provider Contract or, (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **NOTICE OF CANCELLATION OR CHANGE.** The Provider or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **CERTIFICATE(S) OF INSURANCE.** County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT K

START-UP PROCEDURES

**A&D Special Projects (AD 60-Start-Up)
MHS Special Projects (MHS 37-Start-Up)**

INTRODUCTION

Start-Up funds are awarded for expenses necessary to begin, expand, or improve services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Start-Up funds are typically disbursed prior to initiation of services. Funds are used to cover costs such as employee salaries and training, furnishings and supplies, renovation of facilities under \$5,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

Requirements for Start-Up Payment

Payment of Start-Up funds is subject to the following requirements and any special conditions which are specified in Exhibit D.

1. Basis and Method of Payment

- a. Funds are paid for actual allowable expenses up to the limit specified for Start-Up. Allowable expenses for each service element are limited to those listed under Allowable Start-Up Expenditures in this Exhibit K. OHA must approve payment for all Start-Up funds.
- b. After execution of the Contract or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 days. Ordinarily, OHA will not release funds earlier than 90 days prior to the projected first day of service. However, under justifiable circumstances, OHA may release funds earlier.
- c. A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:
 - (1) When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to the OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e. the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further

instruments and documents, and take all further action, that may be necessary or desirable, or that the OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable the OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Addictions and Mental Health Division as the Security Interest Holder to OHA within five (5) days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Addictions and Mental Health Division
500 Summer Street NE, E86
Salem, OR 97301

- (2) When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

2. **Special Written Approval Authorizations**

When using Start-Up funds the following circumstances require special written authorization from OHA prior to acquisition. These circumstances should be communicated to OHA within 14 days of the anticipated acquisition date.

a. **WHEN LEASING:**

- (1) Acquisition of real property, vehicles or capital items pursuant to a Lease;
- (2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition;
- (3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

b. **OTHER:**

- (1) A change in the intended use of Start-Up funds or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

3. **Release of Payments**

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 days of

the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

4. Start-Up Expenditure Documentation Maintained by County

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

- a. The amount advanced;
- b. The amount expended on each allowable category, and the amount expended on each item listed as required in section 2 above and pre-approved by OHA;
- c. Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit K.

County must maintain supporting documentation for all expenditures (i.e., receipts).

5. Expenditure Reports to OHA

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 90 days following the effective date of the award, or within 60 days of termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

6. Recovery of Start-Up Funds

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

- a. Bill County for subject funds;
- b. Following 30 days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or
- c. Take other action needed to obtain payment.

7. **Dedicated Use Requirement**

Vehicles costing \$1,000 or more must be used to provide the service for which OHA approved the Start-Up funds. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

8. **Removal of Liens**

The following steps describe the process for removal of liens:

- a. To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers, must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

ALLOWABLE START-UP EXPENDITURES

Addictions and Mental Health Division

Policies: Start-Up funds:

1. Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.
2. Must be expended only for items and services listed below.
3. Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients. If, however, some or all clients in a new program are not enrolled when a program opens, and this delay results in a loss of service payment or room and board revenue, Phase-In funds may be used to make up for those lost revenues up to 30 days.
4. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit K.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by AMH.

Allowable Costs (includes costs incurred during client trial visits)

1. **Personnel Costs:** Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.
 - a. Salaries and wages;
 - b. OPE costs; and
 - c. Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).
2. **Facility Costs:**
 - a. Lease/mortgage payments and deposits;
 - b. Property taxes and maintenance fees not included in, lease or mortgage payments;
 - c. Utility costs, including hook-up fees; or,
 - d. Equipment rental costs.
3. **Program Staff Training:**
 - a. Training materials;
 - b. Training fees;
 - c. Trainer fees; and
 - d. Travel costs (excluding out of state).

Clackamas County

Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #(s)
MHS 01	Local Administration - Mental Health Services	Vendor	Medicaid General Fund Match MH General Fund	93.778
A&D 03	Local Administration - Addictions Services		N/A	
A&D 60	Special Projects		N/A	
A&D 60	Strategic Prevention	Vendor	SPF-SIG	93.243
A&D 61	Adult Alcohol and Drug Residential Treatment		N/A	
A&D 62	Housing Services For Dependent Children Whose Parents are in Alcohol and Drug Residential Treatment		N/A	
A&D 67	Alcohol and Drug Residential Capacity Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
MHS 20	Non-Residential Mental Health Services For Adults - General	Vendor	Medicaid General Fund Match MH General Fund	93.778
MHS 22	Child and Adolescent Mental Health Services Treatment Foster Care	Vendor	Medicaid General Fund Match	93.778
MHS 24	Regional Acute Psychiatric Inpatient Services		N/A	
MHS 26	Non Residential Youth and Young Adults Mental Health Services In Transition (Designated)	Vendor	Medicaid General Fund Match MH General Fund	93.778
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition	Vendor	Medicaid General Fund Match MH General Fund	93.778
MHS 28	Residential Treatment Services	Vendor	Medicaid General Fund Match MH General Fund	93.778
MHS 31	Enhanced Care/Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services	Vendor	Medicaid General Fund Match	93.778
MHS 35	Older/Disability Adult Mental Health Services		MH General Fund	
MHS 36	Pre-Admission Screening and Resident Review Services	Vendor	Medicaid General Fund Match	93.778
MHS 37	MHS Special Projects		N/A	
MHS 37	Flex Funds	Sub-recipient	MH Block Grant MH General Fund AD General Fund	93.958
		Vendor	(Prev) TANF Match (GF) Beer & Wine 20	93.558
		Sub-recipient	Beer & Wine 40 SAPT Block Grant (Trmt)	93.959
		Sub-recipient	SAPT Block Grant (Prev) IDPF	93.959
MHS 39	Projects For Assistance In Transition From Homelessness (PATH) Services		N/A	

COPY

13

Cindy Becker
 Director

June 20, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents age 60 and over

Purpose/Outcomes	Agreement with the City of Oregon City/Pioneer Community Center to provide mandated Older American Act (OAA) funded services for persons in the City of Oregon City service area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$106,132. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
Funding Source	The Older American Act - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

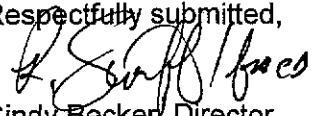
BACKGROUND:

This agreement is for the City of Oregon City/Pioneer Community Center to provide mandated Older American Act (OAA) funded services for persons living in Oregon City. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community as long as possible.

In the spring of 2011 Social Services advertised for a contractor to provide Older American Act mandated services for older persons in Clackamas County during Fiscal Year 2011-12, with an option for renewal for four additional years. No agency other than City of Oregon City/Pioneer Community Center showed an interest in providing these services in the Oregon City area, so an intergovernmental agreement with the City of Oregon City/Pioneer Community Center was negotiated. This is the third renewal under this RFP.

RECOMMENDATION:

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

Respectfully submitted,

 Cindy Becker, Director

CONTRACT FOR SERVICES

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
AREA AGENCY ON AGING

and

CITY OF OREGON CITY
PIONEER COMMUNITY CENTER

Fiscal Year 2013-2014

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AGENCY SERVICE CONTRACT

This contract is between Clackamas County acting by and through its Health, Housing, & Human Services department, Social Services Division, hereinafter called "COUNTY," and City of Oregon City/Pioneer Community Center, hereinafter called "AGENCY."

I. SCOPE OF SERVICES

A. Agency agrees to accomplish the following work under this contract for Older American Act (OAA) funded services:

1. **CASE MANAGEMENT** - A service designed to individualize and integrate social and health care options for or with a person being served. Its goal is to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring. A unit of service is one hour of documented activity with the identified individual.
2. **REASSURANCE**: Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. **INFORMATION & ASSISTANCE** - I & A is a service for older individuals that provides current information on opportunities and services available within their communities; assesses the problems and capacities of the individuals; links individuals to the opportunities and services; to the maximum extent feasible, ensures the individual receives the services needed and is aware of the opportunities available by establishing adequate follow-up procedures. A unit of service is one documented contact with an individual.
4. **TRANSPORTATION** - Transportation provides one-way rides to older persons who are unable to manage their transportation needs independently. A unit of service is one one-way ride provided to an individual.
5. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Gladstone community to enhance visibility and encourage participation. A unit is one meal served.
6. **PHYSICAL ACTIVITY AND FALLS PREVENTION** - Programs based on best practices for older adults that provide physical fitness, group exercise, and music, art, and dance-movement therapy, including programs for multi-generational participation that are provided through local educational institutions or community-based organizations. Programs that include a focus on strength, balance, and

flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations are highly recommended. (OAA 102(a)(14) E, D, F). A unit is one class session.

7. PREVENTIVE SCREENING, COUNSELING, AND REFERRALS - Education about the availability, benefits and appropriate use of Medicare preventive health services or other preventive health programs. Health risk assessments and screenings, and preventive health education provided by a qualified individual, to address issues including hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone density and nutrition screening. Health information on on-going and age-related conditions including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer's disease and related disorders.(OAA 102(a)(14) (A-B),(H)& (J). A unit is one session per participant.
8. Low Income Energy Assistance Program (LIEAP) Intakes – A service provided by AGENCY staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2013 deadline.

B. Agency agrees to accomplish the following work under this contract for Ride Connection funded services:

1. Provide rides using Agency vehicles, volunteers and private taxis to older persons and to younger persons with disabilities who are unable to manage transportation needs independently.

C. Purpose, Service Descriptions and Service Objectives are Exhibit 1, attached hereto.

D. Services required under the terms of this agreement shall commence July 1, 2013
This agreement shall terminate June 30, 2014.

II. COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto The maximum compensation allowed under this contract is \$25,909 in Older Americans Act III-B funds, \$7,533 in Older Americans Act III-C funds, \$1,517 in Older Americans Act III-D funds, \$39,330 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$(3,375) in NSIP funds, \$18,117 in Ride Connection funds for in-district rides, \$3,121 in STF/Ride Connection funds for out of district rides, \$5,048 in Tri-Met funds for waived non-medical transportation match, and \$8,392 of Medicaid funds for waived client non-medical transportation services, and \$540 in LIEAP funds; for a total net compensation of \$106,132.

B. Method of Payment. To receive payment the Agency shall submit invoices and accompanying progress reports as follows:

1. As required in Exhibit 4.

2. Provider match required for OAA funds is 11.12% for Titles III-B, III-C and III-D, and 33.34% for Title III-E (Family Caregiver Support).
 3. Agency will invoice and receive reimbursement from the State of Oregon Seniors and Persons with Disabilities office for eligible Medicaid client Home Delivered Meals.
 4. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the Agency submits required reports, performs required services, or establishes the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the Agency.
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. The County, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Agency which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the Agency were in excess of the amount to which the Agency was entitled, then the Agency shall repay the amount of the excess to the County.

III. MANNER OF PERFORMANCE

- A. Compliance With Applicable Laws and Regulations. The Agency shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Accessibility to Programs, Services and Activities. Agency will meet the requirements of Title II of the ADA, Section 504 of the Rehabilitation Act and DHS Policy 010-005.
1. Agency will ensure the following for all programs, services and activities provided through this contract:
 - a. Public meetings, hearings and public events are held in locations that meet ADA accessibility requirements;
 - b. Services, programs and activities provided are readily accessible to and usable by individuals with disabilities;
 - c. When communicating with individuals make available:

- 1) Written materials in alternate format,
 - 2) Qualified interpreters or auxiliary aids and services to refer individuals,
 - 3) And access via text telephone (TTY);
- d. When a location for a service, program or activity is not physically accessible Agency will have a plan for making that service, program or activity available at an alternate location, either with Agency or with a sub-contractor;
 - e. Display notices in Agency's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
 - f. Cooperate with periodic County reviews for compliance with the ADA and Section 504 and follow Agency policy to address complaints and noncompliance.
- C. Agency shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the County.
- D. Agency certifies that it is an independent contractor and not an employee or agent of the County, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.
- E. Special Federal Requirements. Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- F. Confidentiality. All information as to personal facts and circumstances about clients obtained by the AGENCY shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.
- G. Criminal Records Checks. Agency will ensure that criminal records checks are conducted and are on file for new employees and volunteers, after July 1, 2007, that meet the regulatory definition of a subject individual (someone who oversees, lives or works closely with, or provides services to vulnerable people) and are:
1. Employees of the Agency;
 2. Subcontractors of the Agency (i.e. class instructors);
 3. Volunteers for the Agency who are not under "active supervision" (i.e. nutrition program drivers); or

4. Direct care providers of clients for which Agency provides service authorization (i.e. Respite Care providers).

Authorization: OAR 407-007-0210 through 407-007-0370 and ORS 181.534 through 181.537.

County will assist Agency to meet this requirement by processing criminal record checks for Agency 's subject individuals if requested.

IV. GENERAL CONDITIONS

A. Indemnity.

1. County - The Agency agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract.
2. Non-Medical rides for Medicaid clients funds – Agency shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Agency or its officers, employees, subcontractors, or agents.
3. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, Agency shall indemnify, hold harmless, and defend Ride Connection, TriMet its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from Agency's performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of Agency, its employees, representatives, or subcontractors.

B. Insurance.

1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

a. Required for County - Agency shall obtain, at Agency's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,066,700 per occurrence/\$2,000,000 general aggregate for the protection of the County, its officers, commissioners and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The County, at its option, may require a complete copy of the above policy.

b. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,066,700 each occurrence for Bodily Injury and

Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

c. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,066,700 combined single limit bodily injury and property damage.

2. Comprehensive Automobile Liability

Required by COUNTY Not required by COUNTY

- a. Required for County Agency shall also obtain, at Agency's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,066,700. The County, at its option, may require a complete copy of the above policy.
- b. Required by State of Oregon for non-medical rides for Medicaid clients – Commercial Automobile Liability insurance with a combined single limit, of \$500,000 per person, or the equivalent, of not less than \$1,066,700 each accident occurrence for Bodily injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- c. Required for Ride Connection/Tri-Met Transportation Funding – Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:
 - (a) Bodily injury: \$1,066,700 per person; \$2,000,000 per occurrence; and
 - (b) Property Damage: \$1,066,700 per occurrenceAgency shall pay all deductibles for vehicles.

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

Agency agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1,066,700 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or error and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provisions

- a. Required by County - The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the County in the event of a cancellation or material change and include a statement that no act

on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- b. Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
- c. Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (1) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (2) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
 - (3) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- 5. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
- 6. Insurance Carrier Rating. Coverages provided by the Agency must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 7. Certificates of Insurance. As evidence of the insurance coverage required by this contract, the Agency shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.
- 8. Independent Contractor Status. The service or services to be rendered under this contract are those of an independent contractor. Agency is not an officer, employee or agent of the County as those terms are used in ORS 30.265.

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

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

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

D. Termination. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

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

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

2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

3. If any license or certificate required by law or regulation to be held by the Agency to provide the services required by this contract is for any reason denied, revoked, or not renewed.

4. If Agency fails to provide services or reports as specified by the County in this contract.

a. If Agency fails to comply with any requirements in this contract.

b. Any such termination under D. 1, 2 and 3 of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. Agency shall:

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

- b. Pay all contributions or amounts due the Industrial Accident Fund from such Agency or subcontractor incurred in the performance of this agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If Agency fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Agency or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Agency by reason of this agreement.
 3. 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; or 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 (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as described in ORS 279A.055, employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. Agency shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention incident to sickness and injury to the employees of 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 such services.
5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

Agency warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Agency must indemnify

RIDE CONNECTION for any liability incurred by RIDE CONNECTION as a result of Contractor's breach of the warranty under this Paragraph.

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

F. Agency shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

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

H. Ownership of Work Product. All work products of the Agency which result from this contract are the exclusive property of the County.

I. Integration. This contract contains the entire agreement between the County and the Agency and supersedes all prior written or oral discussions or agreements. This contract consists of four sections plus the following attachments which by this reference are incorporated herein:

Exhibit 1 Scope of Work and Service Objectives and Elements of Completion

Exhibit 2 DHS OR ACCESS Security Requirements

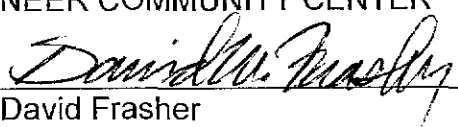
Exhibit 3 HIPAA Agreement

Exhibit 4 Reporting Requirements

Exhibit 5 Budget and Units of Service

Exhibit 6 AGENCY Information

V. Signatures

AGENCY
CITY OF OREGON CITY
PIONEER COMMUNITY CENTER

By: David Frasher
City Manager

6-6-13
Date

~~320 Warner Millne Road~~ 625 Center St.
Street Address

Oregon City, OR 97045
City/Zip

(503) 657-0891 (503) 657-9851
Phone Fax

93-6002230
Tax ID Number

CLACKAMAS COUNTY

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

Signing on Behalf of the Board

Cindy Becker, Director
Health, Housing, & Human Services

Date

EXHIBIT 1

Scope of Work and Performance Standards and Guidelines for Service

- A. Purpose of the Services
- B. Description of Services
- C. Service Objectives

Exhibit 1

VI. PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

A. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's mandated services of meal site management, outreach, assessment, information and assistance, case monitoring, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

B. DESCRIPTION OF SERVICES

1. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - a) **Access & Assessments:**
 - 1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - 2) Utilize an approved County-wide standardized assessment/intake form.
 - 3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - 4) May be billed upon submission of assessment/intake form.
 - b) **Service Implementation & Monitoring:**
 - 1) Provide early identification of current or potential problem areas.
 - 2) Assess the need for changes/improvements in service.
 - 3) Identify any gaps/unmet needs.
 - 4) Review intervention results to determine if what was done achieved the desired result.
 - 5) Determine if services should be discontinued.
 - 6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
2. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
 - a) Informal assessment of the client's needs.
 - b) Evaluation of appropriate resources.
 - c) Assistance linking the client to the resources.

- d) Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
- e) Follow up with the client or agency to see if the needs were met.
- f) Tallying the category of need for each inquiry.
- g) Documenting any unmet needs including recording the request, resources tried and the reason unable to help.

4. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.

a) Pioneer Community Center Transportation Consortium Goals:

- 1) Continue to raise funds for the vehicle replacement fund.
- 2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
- 3) Cooperate with Consortium-wide publicity/marketing efforts.
- 4) Be involved in regional planning of transportation services for Tri City area.
- 5) Put new vehicle in service.
- 6) Attend all scheduled Transportation Consortium meetings.

b) Guidelines for Non-Medical Transportation for Waivered Medicaid Clients

- 1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. Agency must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. County will coordinate completion and distribution of forms for Agency and case managers through the Transportation Reaching People (TRP) program.
- 2) Services shall be billed by Agency according to the following rate scale:

One person, one-way ride:	\$14.00 per ride
---------------------------	------------------
- 3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.
- 4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

c) Agency will be responsible for:

- 1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
 - 2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
 - 3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
 - 1) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
5. MEAL SITE MANAGEMENT - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Oregon City community to enhance visibility and encourage participation.
6. PHYSICAL ACTIVITY AND FALLS PREVENTION – The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations.
7. PREVENTIVE SCREENING, COUNSELING, AND REFERRALS - The provision of educational programming about the availability, benefits and appropriate use of Medicare preventive health services and/or other preventive health programs.
8. Low Income Energy Assistance Program (LIEAP) Intakes – A service provided by AGENCY staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2013 deadline.

C. SERVICE OBJECTIVES

1. Case Management

Objective a.: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- 1) Agency Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- 2) Agency CSC completes assessment on a County approved assessment/intake form.
- 3) Agency CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- 4) Agency CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- 5) Agency CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- 6) Agency CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- 7) Agency CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- 8) Agency CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- 9) Agency CSC keeps all client information in a secured area, accessible to only authorized personnel.

2. Reassurance

Objective a.: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- a) Agency Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- b) Agency CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.

- c) Agency CSC keeps all client information in a secured area, accessible to only authorized personnel.

3. Information and Assistance - COUNTY Responsibilities

Objective a.: To provide participating Agency with training, technical assistance, resource development, networking and information sharing.

Elements:

- a) County will provide orientation on County's I&R program to Agency I&A staff.
- b) County will notify Agency's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by Agency.

4. Information and Assistance - Agency Responsibilities

Objective a.: Have a system in place which enables Agency to provide referral services to link people with needs to the appropriate resources.

Elements:

- a) Agency will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the Agency as an I & A Specialist.
- b) Agency will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in Agency's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- c) Agency's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend 4 CSC meetings.
- d) Agency's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to Agency programs, and notify County's I&R program of any significant changes in local community resources.
- e) Agency I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

Objective b.: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- 1) Agency Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- 2) Agency makes referral and follow up with client within a 2 day work period.

- 3) Agency annotates follow up taken and number of referrals needed on Referral Log.
- 4) Agency Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

5. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- a) Agency designates one person to be coordinator for the transportation program. This person will be responsible for:
 - 1) Recruiting volunteer and private vehicle drivers.
 - 2) Ensuring all volunteer drivers meet Ride Connection training requirements
 - 3) Scheduling road tests for volunteer vehicle drivers.
 - 4) Checking DMV record of volunteer drivers.
 - 5) Conducting periodic/seasonal driver safety training.
 - 6) Providing a copy of written procedures for transportation services to each volunteer driver.
 - 7) Scheduling vehicle maintenance.
 - 8) Processing criminal checks
 - 9) Ensuring drivers complete safety checklist daily prior to first run.
- b) Agency provides transportation as scheduled 7 hours per day.
- c) Agency maintains a clip board with a page listing each trip of each day.

6. Meal Site Management

Objective a.: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- 1) Procurement of milk is part of site management.
- 2) Packaging of home delivered meals is part of site management.

Objective b.: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective c.: To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- 1) Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.

- 2) Persons with social need are those persons who have at least two of the following characteristics:
 - a) be 75 years or older
 - b) live alone
 - c) have a physical or mental impairment which prevents proper functioning within society
 - d) be of a minority group
 - e) have no significant other(s)

Objective d.: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- 1) Agency plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- 2) Agency provides opportunities to promote personal growth and self image.
- 3) Agency provides opportunities for a variety of types and levels of involvement.
 - a) Small and large group activities
 - b) Active and spectator participation
 - c) Participation with the general community and other generations.
- 4) Agency plans activities which are flexible and responsive to change in:
 - a) Individual participant needs and interests.
 - b) Characteristics of the service area's older population.
 - c) Other programs in the relevant service area.

Objective e.: To inform the community about the meal site program.

Elements:

- 1) Agency publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- 2) Agency ensures Center is identified by an easily visible sign at its entrance.
- 3) Agency posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- 4) Agency mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective f.: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- 1) Agency identifies needs and concerns specific to the Center and service area participants.
- 2) Agency incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- 3) Agency conducts program participant satisfaction survey at least once per year.
- 4) Agency food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc..

Objective g.: To collect, account for and report program income (participant donations).

Elements:

- 1) Agency provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- 2) Agency sets up container for donations at meal site which ensures and protects the privacy of the participants.
- 3) Agency has system set up at site to collect full meal price from persons not eligible for services.
- 4) Agency posts:
 - a) full cost of the meal, and
 - b) a notice describing the donation and payment policies.
- 5) Agency may post suggested donation information if it is clear that:
 - a) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - b) no means test is used in the collection of contributions or provision of the meal.

7. Physical Activity/Falls Prevention

Objective a.: To provide contracted units of service throughout the contract period.

Elements:

- 1) Agency schedules physical activity classes that include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls regularly at the center.

- 2) Agency registers participants for activities, obtaining a waiver to injury for each participant.
- 3) Agency has physical condition of clients assessed before setting up plan for workouts with equipment.

8. Preventive Screening, Counseling, and Referrals

Objective a.: To provide contracted units of service throughout the contract period.

Elements:

- 1) Agency contacts qualified professionals/organizations to conduct educational programming about the availability, benefits and appropriate use of Medicare preventive health services.
- 2) Agency contacts qualified professionals/organizations to conduct Health risk assessments and screenings or preventive health education programs at their facility or a facility convenient for their clientele.
- 3) Agency schedules and advertises programs.
- 4) Agency registers participants for activities, if necessary.
- 5) Agency has staff and/or trained volunteers available on site to coordinate the programs.
- 6) Where appropriate, Agency keeps demographic records of participants for future planning purposes and so that participants may be notified of other preventive health education programs available to them.

9. Low Income Energy Assistance Program (LIEAP) Intakes

Objective: To provide contracted units of service throughout the contract period.

Elements:

- f) Agency Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIEAP annual application.
- g) Agency CSC ensures that the application form is completed per program requirements.

EXHIBIT 2

**State of Oregon Department of Human Services (DHS)
OR ACCESS Security Requirements**

EXHIBIT 2

State of Oregon Department of Human Services (DHS) OR ACCESS Security Requirements

The Work performed under this contract requires Agency to have access to or use of State of Oregon Department of Human Services (DHS) OR ACCESS for which DHS imposes security requirements. Agency shall comply with information security requirements imposed by DHS. For purposes of this section, "Information Asset" refers to all confidential information in any form (e.g., written, verbal, oral or electronic) for which DHS determines requires security measures, including confidential information created by DHS, gathered for DHS or stored by DHS for external parties. All other terms not defined in this section shall have the meaning used in the HIPAA Security Rules, 45 CFR & 164.304.

1. Agency shall comply with the following requirements. For purposes of this section, all requirements imposed on Agency shall also apply to its officers, employees, agents and subcontractors that have access to any DHS information computer system or other DHS Information Asset. Agency shall:
 - a. Implement security measures that reasonable and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of the DHS. Contractor's security measures must be documented in writing and be available for review by DHS upon request.
 - b. Prevent any unauthorized access to or disclosure of DHS information systems or information assets.
 - c. Keep any DHS-assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by Agency and its agents or subcontractors in accordance with security requirements or access controls assigned by DHS; and make available to DHS upon request all information about Agency use or application of access-controlled DHS computer systems or Information Assets.
 - d. Report to the DHS, Information Security Office, and to the DHS contract administrator, any privacy or security incidents by Agency, its officers, employees, agents or subcontractors that compromise, damage, or cause a loss of protection to the DHS Information Assets. Agency shall report in the following manner:
 - (i) Report to the DHS, Information Security Office, and to the DHS contract administrator, in writing within five (5) business days of the date on which AGENCY becomes aware of such incident; and
 - (ii) Provide the DHS, Information Security Office, and the DHS contract administrator, the results of the incident assessment findings and resolutions strategies.

Agency will comply with DHS requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any.

2. If DHS determines that Agency security measures or actions required under subsection 1 of this section are inadequate to address the security requirements of DHS, DHS will notify the Agency. DHS and Agency may meet to discuss appropriate security measures or action. If security measures or corrective actions acceptable to DHS cannot be agreed upon, DHS reserves the right to take such actions as it determines appropriate under the circumstance. Actions may include but are not limited to restricting use of OR ACCESS.
3. DHS reserves the right to request additional information from Agency related to security measures, and to change, suspend or terminate access to or use of a DHS computer system or Information Assets by Agency, its officers, employees, agents or subcontractors.
4. Wrongful use of DHS computer systems, wrongful use or disclosure of Information Assets by Agency, officers, its employees, agents or its subcontractors may cause the immediate suspension of permission to use Information Assets. DHS may also pursue any other legal remedies provided under the law.

EXHIBIT 3
HIPAA Agreement

EXHIBIT 3

Health Insurance Portability and Accountability Act (HIPAA) Agreement

The Health Insurance Portability and Accountability Act (HIPAA) is the first comprehensive federal protection of individual privacy. The U.S. Congress passed the act in 1996. It also sets national standards to protect personal health information, reduces health care fraud and waste through standardized electronic transactions and codes, and makes health coverage more portable. The implementation deadlines for Oregon Department of Human Services (DHS) are – privacy compliance: April 14, 2003; transaction and code sets compliance: Oct. 16, 2003.

Health information as defined by HIPAA and DHS privacy policies is much broader than medical. It includes all aspects of physical and mental health information, alcohol & drug, vocational rehabilitation, counseling, etc. HIPAA Federal Reg. 42, CRF 160.103 defines health information as: "any information whether oral or recorded, in any form or medium, that relates to the past, present or future physical or mental health condition of an 'individual.'"

Agency agrees to deliver the services in the fiscal year 2008-09 contract, funded in whole or in part by this contract, in compliance with HIPAA.

Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Agency and County for purposes directly related to the provision of services to Clients which are funded in whole or in part under this contract. However, Agency shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Social Services Privacy Rules.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT PROVISIONS

The addition of HIPAA agreement language to the contract between The City of Oregon City/Pioneer Community Center and Clackamas County Social Services Division is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191.

RECITALS

The HIPAA Privacy Rule, set forth at Title 45, parts 160 and 164 of the Code of Federal Regulations (CFR) requires a business associate to enter into a contract containing specific provisions intended to preserve the confidentiality of protected health information (PHI) obtained by the business associate in the course of its relationship with a covered entity prior to any disclosure of PHI by the covered entity to the business associate. Clackamas County is a covered entity under the HIPAA Privacy Rule and Agency is a business associate.

County and Agency desire to enter into an agreement that meets the requirements of the HIPAA Privacy Rule and that will permit the Agency to have access to, create or receive certain Protected Health Information from County in conjunction with the services being provided by Agency under the service contract.

ARTICLE 1

Terms

- 1.1 Terms used in this Agreement that are terms defined by the HIPAA Privacy Rule, 45 CFR parts 160 and 164, have the same meaning as set forth in those regulations.
- a. BUSINESS ASSOCIATE as defined in 45 CFR §160.103 shall mean City of Oregon City/Pioneer Community Center [CONTRACTOR].
 - b. COVERED ENTITY as defined in 45 CFR §160.103, shall mean COUNTY.
 - c. DATA AGGREGATION shall have the same meaning as the term used in 45 CFR §164.501.
 - d. DESIGNATED RECORD SET shall have the same meaning as the term used in 45 CFR §164.501.
 - e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "Individual" as defined in 45 CFR §164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR §164.502(g).
 - f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.
 - g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR §164.501, limited to information created or received by a Business Associate from or on behalf of a Covered Entity.
 - h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR §164.501.

ARTICLE 2

Obligation and Activities of Contractor

- 2.1 Agency shall not receive, use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- 2.2 Agency shall receive, use or disclose only the minimum necessary Protected Health Information required to fulfill its obligations to COUNTY or as otherwise imposed by law.
- 2.3 Agency shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information in any manner that is not permitted by this Agreement.
- 2.4 Agency shall mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of Protected Health Information in violation of the requirements of this Agreement.
- 2.5 Agency shall report to County in writing any use or disclosure of Protected Health Information that is not authorized by the Agreement. Such written notice will be

provided to County within seven (7) days of Agency becoming aware of such unauthorized use or disclosure.

- 2.6 Agency will ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created by or received by Agency on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Agency with respect to such information. Agency shall terminate any agreement with an agent or subcontractor who fails to abide by such restrictions and obligations. Prior to making any permitted disclosure Agency will obtain reasonable assurances from an agent or subcontractor that such Protected Health Information will be held confidential as provided by this Agreement and only disclosed as required by law, or for the purpose for which it was disclosed by Agency to the agent or subcontractor, and that any breaches of confidentiality of the Protected Health Information that becomes known to such agent or subcontractor will be immediately reported to Agency.
- 2.7 Agency shall make Protected Health Information in Designated Record Sets that are maintained by the Agency available to County to meet its obligations under the HIPAA Privacy Rule, 45 CFR § 164.524.
- 2.8 Agency shall make such Protected Health Information available to County for amendment and shall incorporate any such amendment to enable County to meet its obligations under the HIPAA Privacy Rule, 45 CFR § 164.526.
- 2.9 Agency shall make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created by or received by Agency on behalf of County available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining County's compliance with the HIPAA Privacy Rule.
- 2.10 Agency shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under, 45 CFR §164.528. Agency shall provide the accounting to County, or to an Individual as directed by the County, within five (5) business days of County's request. Agency, however, is not required to provide an accounting of disclosures made (i) to carry out treatment, payment or health care operations; (ii) to Individuals of their own Protected Health Information; (iii) to persons involved in the Individual's care (iv) for national security or intelligence purposes as set forth in 45 CFR §164.512(k)(2); (v) to correctional institutions or law enforcement officials as set forth in 45 CFR § 164.512(k)(5); or (vi) prior to April 14, 2003.

At a minimum, Agency shall record and provide County, or an Individual as directed by County, with an accounting of the following information: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of purpose for the disclosure that reasonably informs the Individual of the basis for the disclosure.

- 2.11 Except as otherwise limited in this Agreement, Agency may use Protected Health Information for the proper management and administration of the Agency or to carry out the legal responsibilities of the Agency.

- 2.12 Except as otherwise limited in this Agreement, Agency may use Protected Health Information to provide Data Aggregation services to County as permitted by 45 CFR § 164.504(e)(2)(i)(B). Agency may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

ARTICLE 3 **Obligations of County**

- 3.1 County will provide Agency with its Notice of Privacy Practices issued in accordance with 45 CFR §164.520, as well as any changes made to that notice.
- 3.2 County will provide Agency with notice of any restrictions to, changes to, revocation of, or permission by Individual to use or disclose Protected Health Information if such information affects Agency's permitted uses or disclosures, within a reasonable period of time after County becomes aware of such information in accordance with 45 CFR § 164.522.
- 3.3 County represents that it has the right and authority to disclose Protected Health Information to Agency for Agency to perform its obligations under the service contract and that County's disclosure does not violate the HIPAA Privacy Rule, County's Notice of Privacy Practices or any applicable law. County will not request Agency to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA Privacy regulations if done by County.
- 3.4 County acknowledges that it shall provide to, or request from, Agency only the minimum Protected Health Information necessary for Agency to perform its obligations under this Agreement and the service contract.

ARTICLE 4 **Term and Termination**

- 4.1 This Agreement will be effective as of the date the services contract between the parties is executed, and will terminate when the services contract terminates unless sooner terminated by the provisions of this Agreement.
- 4.2 A material breach by Agency, of any provision of this Agreement, shall provide grounds for termination of the Agreement and the services contract at the sole discretion of County.
- 4.3 If County learns of an activity or practice of Agency that constitutes a material breach or violation of the Agency's obligations under this Agreement and does not terminate this Agreement, then County may insist that Agency cure such breach or end such violation, as applicable. If Agency does not cure or cease the violation, County shall either: (i) terminate this Agreement and the services contract if, in County's sole discretion, it is feasible, or (ii) report Agency's breach or violation to the Secretary of the U.S. Department of Health and Human Services if such termination is not feasible.
- 4.4 If the County determines that it is not feasible to terminate this Agreement and the services contract, then Agency and its agents and subcontractors shall extend the

protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Agency and its agents or subcontractors maintain such Protected Health Information.

- 4.5 Upon termination of this Agreement for any reason, Agency shall return or destroy all Protected Health Information that Agency and its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Health Information unless not feasible.

ARTICLE 5 **Miscellaneous**

- 5.1 A reference in this Agreement to a section in the HIPAA Privacy Rule means that section in effect or as amended.
- 5.2 Agency shall indemnify, hold harmless and defend County, its officers, commissioners and employees from and against any and all claims, losses, liabilities, costs and other expenses, including attorney fees and interest, incurred as a result of, or arising directly or indirectly out of or in connection with any violations of the responsibilities of Agency imposed by this Agreement or by HIPAA Privacy regulations, that are caused by the fault, inattention, inadvertence or neglect of CONTRACTOR.
- 5.3 This Agreement will be interpreted and enforced according to the laws of the State of Oregon, without regard to its conflict of law principles. Any proceeding that is brought to enforce any provision of this Agreement, or to seek damages or injunctive relief for its breach, will be filed and heard in a court of competent jurisdiction in Clackamas County, Oregon.
- 5.4 Neither party may assign the rights, or delegate its duties under this Agreement without the express written consent of the other party.
- 5.5 Nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person other than County and Agency and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 If any modification to this Agreement is required by law in order for this Agreement to be in conformity with federal or state law, or if County reasonably concludes that an amendment to this Agreement is required because of a change in federal or state law, County will notify Agency of such proposed modification(s). The modification(s) shall be deemed accepted by Agency and this Agreement so amended, if Agency does not, within thirty (30) calendar days following the date of the notice, deliver to County its written rejection to the proposed modifications. In the event that Agency submits a written rejection to the proposed modification(s) County may terminate this Agreement and the service contract upon thirty (30) days written notice.
- 5.7 Any ambiguity in this Agreement relating to the use and disclosure of Protected Health Information shall be resolved in favor of a meaning that furthers the parties' obligations to protect the privacy of Protected Health Information in accordance with the HIPAA Privacy Rule.

5.8 All notices which are required or permitted to be given under this Agreement will be in writing and will be sufficient in all respects if delivered personally, by electronic facsimile or email (with a confirmation by registered or certified mail, mailed no later than the following day), or by registered or certified mail, postage prepaid, addressed to a party as indicated below. Notice will be deemed to have been given upon its transmittal as to communications which are personally delivered or transmitted by electronic facsimile or email and, as to communications made by United States mail, on the third (3rd) day after mailing.

If to COUNTY:

Social Services Division, ADS
PO Box 2950
Oregon City, OR 97045

Attention: Stefanie Danielson, ADS Contracts
Facsimile No.: (503) 655-8889
Email: stefanierei@co.clackamas.or.us

If to CONTRACTOR:

City of Oregon City/Pioneer Community Center
615 Fifth Street
Oregon City, OR 97045

Attention: Kathy Wiseman, Manager
Facsimile No.: (503) 657-9851
Email: kwiseman@ci.oregon-city.or.us

5.9 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

5.10 The respective obligations of each party under Article 4 of this Agreement shall survive the termination of the Agreement.

EXHIBIT 4

Reporting Requirements

- A. Invoices
- B. Program Activity Reports
- C. Audit/Monitoring
- D. Administration

Exhibit 4
Reporting Requirements

A. INVOICES

Agency shall submit invoices in a format designated or approved by County. Invoices are due by the 10th of the subsequent month. The County shall make payment to Agency within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear the Agency's name and address and be signed by an authorized representative of Agency. The authorized signator of the invoice shall verify that the services purchased have been performed.

Agency shall submit the following invoices and reports:

1. Financial summary including match and program income.
2. Vehicle Maintenance Invoices – Original approved vendor invoices for vehicle maintenance will be submitted monthly with transportation reports.
3. Additional financial reports for the administration of this contract, as required by the County.

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

Agency shall return to the County all funds which were expended in violation of this contract.

B. PROGRAM ACTIVITY REPORTS

The Agency shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 5. These reports are due with the invoices. The format of these reports shall be designated or approved by the County, and contain the following:

1. Service/unit summary with current reporting period figures.
2. Agency shall input NAPIS client registration and service/program data into Oregon Department of Human Services OR ACCESS database within 6 weeks of the end of the month service was provided in. Programs service data must be equal too or greater than units of service billed for.
3. Transportation Report forms A, B, and C
4. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client and ride type.

5. Meal data including:

- a) Numbers of meals served, by participant type and meal category
- b) Amount of client donations by meal category
- c) Meals Ordered/Delivered by Food Service Vendor
- d) Copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

C. AUDIT/MONITORING

Agency shall permit authorized representatives of the County and other applicable audit agencies of the state or federal government, to review the records of the Agency in order to satisfy program audit and evaluation purposes deemed necessary by the County and permitted under law.

Agency agrees to participate with the County in any evaluation project or performance report, as designated by the County or applicable state or federal agency, and to make available all information required by any such evaluation process.

D. ADMINISTRATION

The County Project Manager shall be the Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the County representative in matters related to this contract. The Agency shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

EXHIBIT 5

Budget

- A. Budget
 - 1. Unit Cost Schedule
 - 2. Estimated Revenue
- B. Units of Service

Exhibit 5
Budget and Units of Service

A. BUDGET

The County's payment to the Agency will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

Program Income: Agency acknowledges that all contributions received from participants or other persons for receipt of services from the Title III-B, III-C, III-D, and III-E funded Programs are program income. If the program income is equal to or less than the budgeted amount, the program income is to be spent before any Title III-B, III-C, III-D, or III-E funds. If the program income is greater than the budgeted amount, the funds are to be used either to expand the service or reduce County's Title III-B, III-C, III-D, or III-E contribution.

Agency may not transfer funds from one service category to another without written approval from the County.

\$.80 of program income collected per meal ordered will contribute to reimbursement rate for each meal delivered by County meal provider to the Pioneer Senior Meal Site. The total of the number of meals ordered/delivered times \$.80 will be deducted from the amount requested from the County on the reimbursement request. Program income above the \$.80 per meal will be retained at the Pioneer site and be used for meal site management activities.

Agency agrees to provide matching funds for the service provision specified in this Exhibit as follows:

Match shall be figured at 11.12% of the OAA Title III-B, III-C and III-D funds contracted per service provision, and at 33.34% for OAA Title III-E funds.

Match for Ride Connections Vehicle Maintenance program is 10.27%.

Agency match funds must be from sources other than Federal funds, and a statement of assurance provided to County stating this.

Agency will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for eligible Medicaid clients at the state approved per meal rate. Since the cost of the food portion of all meals (a maximum of \$3.227 per meal supplied by Bateman Senior Meals) is paid for by the County from OAA and NSIP funds, Agency will deduct an amount equal to the meal cost multiplied by the number of Medicaid Home Delivered Meals served, from total reimbursement request to County.

1. Unit Cost Schedule
City of Oregon City - Pioneer Community Center
 Fiscal Year 2013-14

Service Category	LIEAP Funds (1)	OAA IIIB Funds (2)	OAA IIIC Funds (3)	OAA IIID Funds (4)	OAA IIIE Funds (5)	OAA Match (6)	NSIP Funds (7)	Ride Con Funds (8)	STF Funds (9)	Medicaid Funds (10)	Program Income (13)	NO. OF UNITS (14)	TOTAL COST (15)
LIEAP Intakes	540											83	540
Case Management		4,792				533						129.5 hrs	5,325
Reassurance		3,770										95	3,770
Information & Assistance		3,359				374						117	3,733
Transportation - OAA		13,988				1,555					2,331	4,663	17,875
Physical Activity/Falls Prevention				812		0						41	812
Preventative Screening, Counseling, & Referrals				705		0						18	705
Family Caregiver Assist.					0	0						0	0
OAA Meal Site Management			14,513			1,614					25,800	32,250	41,926
Medicaid HDM - SPD			(6,980)			(776)	(3,375)			42,930	(3,600)	4,500	28,199
Transportation - Ride Con In District								18,117			1,208	2,416	19,325
Transportation - Ride Con Out-of Dist									3,121		208	416	3,329
Transport - non-med T19									5,048	8,392		960	13,440
TOTALS	540	25,909	7,533	1,517	0	3,300	(3,375)	18,117	8,169	51,322	25,947		138,978

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 = 15)
 Access Services Reimbursement Rate (1 + 2 + 4 + 5 + 8 + 9 + 10 + 12 / 14 = 16)

Source of OAA Match - City of Oregon City - building utilities and maintenance.

Contract Amount: \$ 106,132

2. ESTIMATED REVENUE

<u>SOURCE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Clackamas Co. CCSS	OAA Title III B	\$25,909
Clackamas Co. CCSS	OAA Title III C	7,533
Clackamas Co. CCSS	OAA Title III D	1,517
Clackamas Co. CCSS	OAA-NSIP Funds	(3,375)
Clackamas Co. SSD	LIEAP Funds	540
City of Oregon City	OAA Match	3,300
Program Income	Meal Participants Donations	22,200
Program Income	Transportation Donations	3,747
Federal Government	Medicaid Client HDMs	42,930
Federal Government	Non-Medical Medicaid Transp. Funds	8,392
Ride Connection	In District	18,117
Ride Connection/STF	Out of District	3,120
Tri-Met/STF	Match for Non-Medical T 19 client rides	5,048
	TOTAL	\$138,978

B. UNITS OF SERVICE

Agency or County may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between Agency and County and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both the Agency and the County.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management	233 hrs	1 hour of service	50
Reassurance (OAA)	95	1 contact	50
Information and Assistance	127	1 response to inquiry and follow up	70
Transportation (OAA)	3,523	1 one-way ride	225
Physical Activity/Falls Prevention	41	1 class session	25
Preventive Screening, Counseling and Referrals	18	1 program/activity	Na
Transportation (Ride Connection)	3,227	1 one-way ride	225
Waivered non-medical transportation	805	1 one-way ride	22
Meal Site Management (OAA)	33,800	1 meal delivered/served	450
Medicaid Home Delivered Meals	4,500	1 meal delivered/served	15
LIEAP Applications	83	1 Completed Application	83

EXHIBIT 6

Senior Companion Program

**Scope of Work and Performance Standards
and Guidelines for Service**

~ BASIC PROVISIONS ~

Both Parties agree to:

Designate and keep current a representative to serve as liaison to the other party

a. . SCP designates: Eileen Collins Title: SCP Director
Phone: 503-655-8604 E-mail: ecollins2@co.clackamas.or.us

b. Station designates: Jamie Davie Title: Client Services Coordinator
Phone: 503-657-8287 E-mail: jdavie@ci.oregon-city.or.us

A. The Clackamas County Senior Companion Program (COUNTY-SCP) will, as sponsored by Clackamas County Social Services and under the oversight of the Corporation for National Service:

1. Recruit, interview, screen, select, and enroll volunteers in the program. The volunteers will meet the Corporation criteria for enrollment in the program.
2. Provide accident and liability insurance coverage as required by the program.
3. Be responsible for the management and fiscal control of the program.
4. Provide orientation to volunteers and provide inservice training on an on-going basis, including Confidentiality Training.
5. Provide orientation to Volunteer Station staff.
6. Permit and encourage the Volunteer Station to screen Senior Companions pursuant to established criteria of Volunteer Station.

B. The Pioneer Community Center (VOLUNTEER STATION) will:

1. Designate a coordinator to serve as liason with the SCP staff.
2. Provide Supervision of volunteers on assignment in coordinator with the SCP staff.
3. Provide Senior Companions with assignments which utilize their skills and training.
4. Assist SCP in the coordination of volunteer assignment, orientation, in-service instruction and other project-related activities.
5. Have the right to request the SCP reassign a volunteer.
6. Provide for adequate health and safety protection of volunteers. Investigate incidents, accidents, and injuries involving volunteers and notify the SCP on a timely basis.
7. Submit required paperwork to the SCP on a timely basis as requested
8. Collect and validate appropriate volunteer reports for submission to the SCP.
9. In consultation with the SCP, make investigations and reports regarding accidents and injuries involving volunteers.
10. Obtain a written CarePlan/Letter of Agreement prior to assignment of Senior Companions in homes of clients served, specifying volunteer activities to be performed. CarePlan/This Letter of Agreement will be signed by the volunteer station and person to be served in the home or his/her legal representatives.

11. Ensure Senior Companions serve in a volunteer capacity. The Station will verify the Senior Companions will not: displace nor replace paid or contracted employees, relieve staff of their routine duties.
12. Maintain the programs and activities to which Senior Companion volunteers are assigned accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
13. Provide cash/in-kind contribution(s) in support of the project – (Donor verifies funds are not from other federal sources unless authorized under law.)

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: Station will not discriminate against SCP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: Station will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: SCP volunteers will participate in (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: The Station may request the removal of an SCP volunteer at any time. A volunteer may withdraw from service at the Station or from SCP at any time. Discussion of individual separations will occur between SCP staff, Station staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by an SCP volunteer or Station at any time.

EXHIBIT 7

Retired Seniors Volunteer Program (RSVP)

**Scope of Work and Performance Standards
and Guidelines for Service**

Both Parties agree to:

Designate and keep current a representative to serve as liaison to the other party

a. RSVP designates: William Warren Title: RSVP Director

Phone: 503-655-8875 E-mail: wwarren@co.clackamas.or.us

b. Station designates: Kathy Wiseman Title: Center Manager

Phone: 503-657-8287 E-mail: kwiseman@ci.oregon-city.or.us

Clackamas RSVP agrees to:

1. Recruit, interview and enroll RSVP volunteers (55 and older) and refer volunteers to the Station.
2. Instruct RSVP volunteers in RSVP procedures including available benefits, reporting and mileage reimbursement guidelines.
3. Provide orientation to Station staff prior to placement of volunteers and at other times as needed.
4. Furnish accident, personal liability and excess automobile liability insurance coverage as required by program policy. Insurance is secondary coverage and is not primary insurance.
5. May provide a program of volunteer mileage reimbursement, for the commute from home to the Station and back, where transportation costs would otherwise hinder the ability of an individual to serve
6. Be available to provide resources and periodically monitor volunteer activities at Station to assess and/or discuss needs of volunteers and Station.

Pioneer Community Center (RSVP STATION) agrees to:

1. Provide orientation, in-service or special training of volunteers as required by the volunteer positions
2. Interview or screen volunteers who are referred by RSVP and make final decision on volunteer placement. Refer to Addendum B: *Best Practices for Volunteer Screening*.
3. Provide supervision of RSVP volunteers on assignments and furnish volunteers with materials for their assignments.
4. Provide for adequate safety of volunteers during assignments. Investigate and immediately report to RSVP any incident, accident or injury involving an RSVP volunteer.
5. Validate monthly volunteer service hours and send to RSVP office by the 5th of each month.
 - a. X Volunteers will use RSVP forms: ___ sent individually ___ kept at Station
 - b. ___ volunteers will record time on Station's forms
6. Provide mileage reimbursement for volunteers whose assignments require driving their own vehicles for tasks assigned by the RSVP Station.

7. Provide no cost meals as a benefit to volunteers,
 - a. Contributed meals are FEDERALLY FUNDED under:
 - i. Title III C of the Older Americans Act
 - ii. Other federal funding source
 - b. Contributed meals are not provided through federal funds. Meals will be provided to volunteers free or at a reduced price when ___ hours of service will be given during that day. Number of meals will be reported to RSVP quarterly.
8. Collaborate with RSVP to measure community impact of volunteerism in Clackamas County as follows:
 - a. Upon request provide RSVP with data on numbers served.

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: Station will not discriminate against RSVP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: Station will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: RSVP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. In Home Assignments: When a volunteer is assigned by Station to in-home assignments, there will be a clear position description filed with RSVP and the parties involved will sign a letter of agreement that authorizes volunteer service and identifies the specific volunteer activities, periods and conditions of service.
5. Removal or Separation: The Station may request the removal of an RSVP volunteer at any time. A volunteer may withdraw from service at the Station or from RSVP at any time. Discussion of individual separations will occur between RSVP staff, Station staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by an RSVP volunteer or Station at any time.

Exhibit 8

AGENCY Information

1. AGENCY IDENTIFICATION:

Pioneer Community Center
Legal Name

615 5th Street

Same
Mailing Address

Oregon City, OR 97045
City Zip

503-657-8287
Phone Number

2. IRS/STATE NONPROFIT NUMBER:

N/A Municipal Corporation

3. CHIEF ADMINISTRATIVE OFFICIAL:

Name: David Frasher
Title: City Manager
Address: 320 Warner Milne Rd.
Oregon City, OR 97045
Phone: 503-496-1504

4. TYPE OF AGENCY: Adult Community Center

5. TYPE OF PROGRAM: Multi-purpose

6. AGENCY BOARD (LIST MEMBERS):

Oregon City Commissioners

Mayor: Doug Neely
Kathy Roth
Betty Mumm.
Rocky L. Smith, Jr
Carol Pauli

Frequency of Meetings:
Twice Monthly

ADVISORY BOARD (LIST MEMBERS):

City of Oregon City
Parks and Recreation Advisory Committee

Mike Mitchell, Chair; Lisa Norman, ViceChair;
Brian Burke; Adam Beykovsky; Bob Burns; Don
Smith; Bryan Watt
2 Vacancies as of 4/2013

Larry Potter, Parks Department Manager
Scott Archer, Community Services Director
Denise Kai, Asst. Parks & Rec. Director
Frequency of Meetings:
Monthly

7. AGENCY INFORMATION:

The following have been approved and adopted by the Agency's Board of Directors:

	<u>YES</u>	<u>NO</u>	Approved Usage Certificate		
Written Personnel Policies	X			<u>YES</u>	<u>NO</u>
Staff Job Descriptions	X		Fire Marshal	X	
Written Benefits Policies	X		Co. Health	X	
Affirmative Action Plan	X		County Zone	X	
Nondiscrimination Plan	X		State/Federal Certifications		N/A

Current Articles of Incorporation: Original Incorporation 12/1844

Last Total Agency Audit: Done annually with City of Oregon City

Types and Amounts of Insurance Held: Commercial General Liability \$3,000,000 per occurrence, \$6,000,000 aggregate; Commercial Automobile Liability \$3,000,000

8. AGENCY CERTIFICATION STATEMENT: I certify that to the best of my knowledge, the information contained in the Agency Profile is accurate and complete and that I have the legal authority to commit this Agency to a contractual agreement.

David W. Frasher

Signature, David Frasher

City Manager

Title

SA

6-6-13

Date

ATTACHMENT A

I.

A. Please describe your grievance procedure for clients and how CCSS will fit into the process:

PIONEER COMMUNITY CENTER PROCEDURES FOR HANDLING COMPLAINTS

WHO CAN USE THIS PROCEDURE

Any persons who have been denied a Center service or been told they are ineligible for a service, or who have a complaint about how a service is provided may use this complaint/ appeal procedure. The complaint must be made by a complainant who has firsthand knowledge; it cannot be something you have only heard about. Employees who have a complaint about a matter which may affect their employment adversely must use the City's Grievance Procedure established in its Personnel Policies.

BEFORE YOU MAKE A COMPLAINT OR APPEAL

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Supervisor. Any decision must be in accordance with Pioneer Community Center policies and procedures. City of Oregon City policies and procedures, City of Oregon City policies and, in the case of contracted services, in accordance with established policies and procedures of the contracting agency. You may go ahead with the procedure described below if the problem isn't solved informally.

WHERE TO TAKE YOUR COMPLAINT

If the problem is not resolved after speaking to the Center Supervisor, you may take your complaint to the Director of Community Services. Your complaint can be in writing or in person (see address and phone below).

Director of Community Services
City of Oregon City

625 Center Street
Oregon City, OR 97045
Phone: 503-657-0891

HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the Director of Community Services, the Director will start a file with your name on it. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The Director will discuss the complaint with you to try to solve the problem. Within five (5) working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the City Manager. Within thirty (30) days of receipt of your letter the City Manager will meet with you and the Pioneer Community Center Supervisor to discuss the problem. The City Manager will send you a written decision within five (5) working days. The decision of the City Manager is final as to whether actions taken were justified and whether circumstances warrant policy review by the City Commission.

City Manager
City of Oregon City

625 Center Street
Oregon City, OR 97045
Phone: 503-657-0891

B. Describe your organization's procedure for prioritizing services:

Currently, no formal procedure

C. Describe your agency's operating procedures (use space provided only):

1. Hours of Operation: Mon. - Fri. 9:00 a.m. to 4:00 p.m.
Total hours per day: 7 hrs Mon. - Friday
Total hours per week: 35 hrs

2. Official Closures:

New Year's Day, January 1
Martin Luther King, Jr. Day, in January
President's Day, third Monday in February
Memorial Day, last Monday in May
Independence Day, Fourth of July
Labor Day, first Monday in September
Veterans' Day, November 11
Thanksgiving, and day after (fourth Thursday in November)
Christmas, December 25

D. Please describe the boundaries of your service area.

Oregon City and West Linn areas

Eastside of Willamette River:

Northern Boundary: Mouth of Clackamas River to Springwater Rd. to intersection with Ridge Road.

Western Boundary: Willamette River south to Leland Road

Southern Boundary: Leland Road to Steiner Road to Ridge Road

Eastern Boundary: Ridge Road to Springwater Road

Westside of Willamette River (West Linn Area):

Northern Boundary: Stafford Road and Lake Oswego City limits

Western Boundary: Tualatin River and West Linn City limits

Southern Boundary: West Linn City limits

Eastern Boundary: Willamette River

- E. Show an organizational chart, which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

Center Supervisor - 1 FTE (40 hrs.) Client Services Coord. - 1 FTE (40 hrs.)
Program Coordinator - 0.9 FTE (36 hrs.) Nutrition Coord. - .82 FTE (33 hrs.)
Meals on Wheels coord. - .77 FTE (34 hrs.)
Van Drivers - 133 FTE (60hrs.)
Senior Companions - 3 ea. Friendly Visitors - 0 ea.
Telephone Reassurance - done by receptionists Mon-Fri
and Fire Department on weekends & holidays

- F. Describe your methods for providing information about services.

The receptionists and hostesses have limited information, telephone numbers, and dates for distribution of commodities, etc., and are instructed to refer clients, when necessary, to the Client Services staff who are trained to give more intensive I&A.

Services offered are posted at the Center and in the newsletter. News releases in The Clackamas Review and The Oregonian are made periodically.

- G. List the services you will be providing and include the strategies and methods for conducting these services (i.e. staff time, volunteers used, method of community awareness, intake procedures, and description of record keeping procedures).

The contracted services of assessment, case monitoring, information & assistance, and transportation are being provided by the client services coordinator. Transportation services are provided by one to two van drivers. For community awareness, see F. above. The workers use a generic intake form which is kept to track and document progress. A daily log of contacts is also kept which provides statistics for monthly and year-end reports.

- H. Briefly, describe your methods for providing legal services.

Clients are referred to Oregon Legal Services if they are under 60 or are low income or have a case involving SS, AFS, FS, Veterans, etc., since most attorneys do not have expertise in these areas.

For those 60 and over, local volunteer attorneys donate one afternoon a month on a rotating basis to provide free 1/2 hour appointments. If a client needs further help on that matter and are within 125% of poverty guidelines, they may have continued pro bono assistance but are responsible for out-of-pocket expenses. A person may have additional appointments if or when other matters arise.

II. Guidelines for Inclusion in Clackamas County Senior Center Activities

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

COPY

14

Cindy Becker
Director

June 20, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Oregon Department of
Transportation *Public Transit Division to Purchase New Buses for*
The Mountain Express Bus Service

Purpose/Outcomes	Agreement with Oregon Department of Transportation Public Transit Division to purchase two new buses for the Mountain Express bus service to expand transit to Government Camp and other locations in the Mt. Hood area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$460,400 and will be used to purchase two new buses and equipment.
Funding Source	Paul G. Sarbanes Transit in Parks program
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on December 31, 2014
Previous Board Action	None
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

BACKGROUND:

This agreement is for Clackamas County Social Services Division to purchase two new buses, along with associated equipment and pay expenses, for the Mountain Express bus service. The Mountain Express will be expanding its operations this fall to provide bus service between the City of Sandy and Government Camp, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities.

The Mt Hood National Forest, in cooperation with public and private partners, successfully applied for Paul G. Sarbanes Transit in Parks program funding to assist with the expansion of the Mountain Express service. Oregon Department of Transportation's Public Transit Division is administering the funds on behalf of the Federal Transit Administration.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2013** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **December 31, 2014** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget
Exhibit B: Financial Information
Exhibit C: Subcontractor Insurance
Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.
3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$460,400.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$460,400.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying

out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
- i. Recipients receiving federal funds in excess of \$500,000 are subject to audit conducted in accordance with Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, Non-profit Institutions. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this

Agreement.

- ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. **Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html

- b. **Subagreement indemnity; insurance.**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or

services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition;
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

d. Additional requirements

- i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
- ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
- iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
- v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
- vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded

on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transit Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transit Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transit Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Public Transit Division as an "Additional Insured".
- ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
- x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for

- iv. funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or

prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of this Agreement, and shall, upon Recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given *in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid*, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of

Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Clackamas County/State of Oregon
Agreement No. 29469

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County/State of Oregon
Agreement No. 29469

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
PO Box 2950
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Sherrin Coleman
555 13th St. NE
Salem, OR 97301-4179
1 (503) 986-4305
Sherrin.K.COLEMAN@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____


Date 6/6/13

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Keith Kutler by email
(printed)

Date June 6, 2013

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: Clackamas County 29469 Capital-Veh Exp.; Lease; Equip.; Admin				
<i>Capital - Mountain Express Bus Service Expansion; Lease of Rolling Stock; Miscellaneous Equipment; and Administration</i>				
Item #1: Bus STD 40ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$320,000.00	\$320,000.00	\$0.00	
Item #1: Bus STD 40ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$54,000.00	\$54,000.00	\$0.00	
Item #1: Miscellaneous Equipment				
	Total	Grant Amount	Local Match	Match Type(s)
	\$30,000.00	\$30,000.00	\$0.00	
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$56,400.00	\$56,400.00	\$0.00	
Sub Total	\$460,400.00	\$460,400.00	\$0.00	
Grand Total	\$460,400.00	\$460,400.00	\$0.00	

• **PROJECT DESCRIPTION**

This project is to expand existing service, operated by Clackamas County, to include enhanced access to recreational opportunities in the Mt. Hood National Forest, and to provide express commuter service to employees of the various ski lodges and other services deemed necessary by Clackamas County and local partners.

A. Bus Purchases: Purchase two (2) Category A: Large Heavy-Duty Transit Buses that seat 36-55 passengers and are ADA-equipped with lifts and wheelchair securement areas. These buses will have diesel engines that meet 2010 emissions standards and utilize ultra-low sulfur diesel. Useful life minimum is 12 years or 500,000 miles. Each bus will have racks and equipment to transport recreational gear.

B. Equipment: Purchase hitches and two trailers equipped with transport racks for recreational equipment including skis and bicycles.

C. Bus Lease: Lease up to three 30-38 passenger buses in FY13 for the first 6-9 months of the project. This will allow time for new buses to be purchased and built.

Purchases include all equipment and supplies necessary to put the vehicle(s) into service, including extended warranties purchased as part of the initial procurement. Extended warranty will not exceed the useful life of the vehicle. Expenses associated with the procurement process, delivery charges, and post-delivery inspections are eligible expenses.

Recipient may chose to procure from the State Price Agreement contracts or via RFP. If Recipient chooses to use the State Price Agreement, Recipient will conduct the procurement using procedures defined by State <http://www.oregon.gov/ODOT/PT/docs/capital/buying-vehicles-odot-ptd-funds.pdf>. Requests for Proposals (RFP) must be prepared in accordance to FTA procurement requirements and must be reviewed and approved by State prior to ordering. All vehicle orders will be approved by State prior to submission to selected vendor.

REPORTING and INVOICING REQUIREMENTS

Recipient will provide information as prescribed by State regarding vehicle(s) purchased under this Agreement as long as the vehicle(s) remain in public transportation service. State will retain title to all vehicles as primary security interest holder as long as the vehicles remain in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will include quarterly project progress information in the required report to State. Reporting forms and instructions are found at <http://www.oregon.gov/ODOT/PT/Pages/reporting/index.aspx> Reports will include a narrative description of the progress of the project and a discussion of any budget or schedule changes.

In order to allow FTA to compute aggregate program performance measures, FTA requires that all recipients of funding for capital projects under the Paul S. Sarbanes Transit in Parks program submit the following information as a part of their fourth quarter report:

- a. annual visitation to the relevant land unit;*
- b. annual number of persons who use the alternative transportation system (ridership/usage);*
- c. an estimate of the number of vehicle trips mitigated based on alternative transportation system usage and the typical number of passengers per vehicle;*
- d. cost per passenger; and*
- e. a note of any special services offered for those systems with higher costs per passenger but more amenities.*

Recipient will request reimbursement for covered expenses incurred as prescribed by State. Requests must include the following: a cover letter; copies of all invoices associated with expenses identified for reimbursement; and pre-award and post-delivery certification forms documenting purchaser's requirements, Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America compliance, and Disadvantaged Business Enterprise compliance. See <http://www.oregon.gov/ODOT/PT/reporting/vehicle-purchase-reimbursement-instructions.pdf>

Vehicle Purchase Schedule and Deliverables:

Deliverable: Vehicle(s) will be equipped and accepted by Recipient per the purchase conducted by Recipient and made available to be placed into service.

Schedule: All purchases and installations must be completed prior to the expiration date of this Agreement.

*Expected order date: December 31, 2013
Expected delivery date: September 30, 2014*

Grant Budget and Match:

Sarbanes Transit in Parks Program Grant Award: \$460,400

*Vehicle Purchase \$320,000
Lease of Buses \$ 54,000
Equipment/Trailers \$ 30,000
Admin/Contingency \$ 56,000
Total Project: \$460,400*

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-
-

EXHIBIT B

Financial Information

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	Federal Catalog	Total Federal Funding
49 U.S.C (5320)	U.S. Department of Transportation Public Transit Division 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.520 (5320)	\$460,400.00

Administered By Public Transit Division 555 13th St. NE Salem, OR 97301-4179
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EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at http://www.fta.dot.gov/grants/12825_93.html. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient must submit to State on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by either (1) printing the form available at http://www.fta.dot.gov/grants/12825_93.html, completing the form and sending it to State or (2) logging in to FTA's TEAMWeb system, at <https://ftateamweb.fta.dot.gov/teamweb/teamLogin.asp?> and completing the form and sending to State a screen print of the submitted page.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at <http://www.fta.dot.gov/documents/19-Master.pdf>. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

June 20, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Oregon Department of
Transportation Public Transit Division for Operations for
The Mountain Express Bus Service

Purpose/Outcomes	Agreement with Oregon Department of Transportation Public Transit Division to fund operations for the Mountain Express bus service to expand transit to Government Camp and other locations in the Mt. Hood area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$100,386 and will be used to pay for operations, including fuel, to operate the bus service. Match funds will be provided by the county, state transportation grants and a public-private partnership with businesses in the Mt. Hood area.
Funding Source	Federal Transit Administration 5311 Rural Transportation grant
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	Approval of grant application
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

BACKGROUND:

This agreement is for Clackamas County Social Services Division to operate the Mountain Express Bus Service. The Mountain Express will be expanding its operations this fall to provide bus service between the City of Sandy and Government Camp, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities.

Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express bus service in 2007.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2013** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2014** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:
 - Exhibit A: Project Description and Budget**
 - Exhibit B: Financial Information**
 - Exhibit C: Subcontractor Insurance**
 - Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.
3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$179,005.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$100,386.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying

out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

Agreement.

- ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. **Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html

- b. **Subagreement indemnity; insurance.**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or

services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition;
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of

its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of this Agreement, and shall, upon Recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any

benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for

determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Clackamas County/State of Oregon
Agreement No. 29258

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County/State of Oregon
Agreement No. 29258

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By *Humbelen A Ybana*
Recipient's Legal Counsel

Date *6.4.13*

Recipient Contact:
Teresa Christopherson
PO Box 2950
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:
Sherrin Coleman
555 13th St. NE
Salem, OR 97301-4179
1 (503) 986-4305
Sherrin.K.COLEMAN@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By *[Signature]*

Date *5-23-13*

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____
(printed)

Date _____

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Clackamas County Rural Operations 29258				
5311 Formula Operations				
Item #1: Operating Sliding Scale				
	Total	Grant Amount	Local Match	Match Type(s)
	\$179,005.00	\$100,386.00	\$78,619.00	In Kind, Local, State Funds
Sub Total	\$179,005.00	\$100,386.00	\$78,619.00	
Grand Total	\$179,005.00	\$100,386.00	\$78,619.00	

• **1. BACKGROUND**

The Rural and Small City Program was established to provide financial assistance to public and non-profit providers of public transit service in non-urban communities. Service is open to the general public; service may connect non-urbanized areas to urban areas.

2. PROJECT DESCRIPTION

Recipient will provide general public transportation service via the Highway 26 corridor connecting the communities of The Villages at Mt. Hood (Brightwood, Welches, Zig Zag and Rhododendron) and the City of Sandy.

Service design includes deviated fixed route and commuter service. Services are provided 6 days a week. Days and hours of operation vary by service type and area serviced. Estimated total revenue service hours are 3,050 and revenue service miles are 73,000.

Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations which require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

To the extent possible, Recipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services.

Recipient may not use financial assistance from this Agreement to compete unfairly with the private sector.

Recipient will market the service as public transit service, and may market to target markets including seniors, people with disabilities, minority populations and those with low income.

3. PROJECT DELIVERABLES

Projected ridership goal for this project: 121,960.

Ridership is the actual or estimated one-way passenger trips provided to the target population. A passenger trip is a unit of service counted each time a passenger enters the vehicle, is transported and then exits the vehicle.

4. PROJECT ACCOUNTING, MATCH AND SPENDING PLAN

Project Accounting

Recipient may not count the same costs twice if there are multiple agreements for which these costs may be eligible. Depreciation of capital equipment funded from USDOT- or ODOT-source grants is not an eligible expense.

Recipient is encouraged to generate program income to help defray program costs.

Recipient will account for all income related to this project in quarterly reports.

Program income is income directly resulting from the activities supported by this Agreement. Examples include, but are not limited to, donations, in-kind contributions, fares, service contract income, and advertising income. Awards and credits, including from the Oregon Department of Energy resulting from this Agreement is defined as program income.

With the exception of fares, program income may be used to finance the required matching share of the project. Program income derived from the Agreement must be used to support the transportation services operated by Recipient. For services that are funded by multiple operating grants, program income may be used flexibly to meet the needs of the service.

Recipient will have no obligation to State regarding program income earned after the end of the project period, with the following exception: Income earned during the project period, but paid after the end of the project period, will be used to further transportation service objectives.

Income from fares, tickets, and passes, including pre- and post-paid, will be deducted from the gross allowable operating cost to determine the net allowable costs on which the grant share of costs is based. To the extent that the project financed by this Agreement is also financed by other operating grants, the fare income will be proportionally allocated to each of the grants. The required local match share will be subtracted from the net project expenses to determine the grant share of the project expense.

Local funds are funds acquired by the Recipient (or contractor) independent of grant-funded activities. Local funds may be used at the option of the Recipient (or contractor), including for the activities supported by this Agreement. Local funds are reported to the extent that they are included in the project budget and used as match or to further the activities supported by this Agreement.

In-kind contributions will be accepted as part of the matching share required for the project when such contributions meet all of the following criteria: The value of in-kind contributions is included in the net project cost at least to the extent it is used as local match; the contribution is an integral and necessary part of the approved project; the contributions are documented; the rates for volunteer contributions will be consistent with those paid for similar work in the organization and community; and the value of donated space shall not exceed the fair rental value of comparable space and facilities in a privately-owned building in the same locality. In-kind contributions claimed as match will be reported on a form provided by State.

5. REPORTING and/or INVOICING REQUIREMENTS

Recipient will include project progress information in the required report to State. Required reporting forms and instructions are found at www.oregon.gov/ODOT/PT/Pages/reporting/index.aspx/

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State.

EXHIBIT B

Financial Information

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	Federal Catalog	Total Federal Funding
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.509 (5311)	\$100,386.00

Administered By Public Transit Division 555 13th St. NE Salem, OR 97301-4179
--

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability Insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

**Summary of Federal Requirements and Incorporating by Reference Annual List of
Certifications and Assurances for FTA Grants and Cooperative Agreements
("Certifications and Assurances") and Federal Transit Administration Master Agreement
("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at http://www.fta.dot.gov/grants/12825_93.html. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient must submit to State on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by either (1) printing the form available at http://www.fta.dot.gov/grants/12825_93.html, completing the form and sending it to State or (2) logging in to FTA's TEAMWeb system, at <https://ftateamweb.fta.dot.gov/teamweb/teamLogin.asp?> and completing the form and sending to State a screen print of the submitted page.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at <http://www.fta.dot.gov/documents/19-Master.pdf>. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

Clackamas County/State of Oregon
Agreement No. 29258

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

June 20, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Oregon Department of
Transportation Public Transit Division for Maintenance for
The Mountain Express Bus Service

Purpose/Outcomes	Agreement with Oregon Department of Transportation Public Transit Division to fund maintenance of vehicles for the Mountain Express bus service.
Dollar Amount and Fiscal Impact	The maximum agreement is \$20,799 and will be used to pay for preventative maintenance and repairs. Match funds will be provided by the county, state transportation grants and a public-private partnership with businesses in the Mt. Hood area.
Funding Source	Federal Transit Administration 5310 Transportation grant
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2015
Previous Board Action	None
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

BACKGROUND:

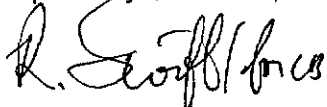
This agreement is for Clackamas County Social Services Division to receive funds to help pay for maintenance and repairs costs for the buses operated by the Mountain Express bus service. The Mountain Express will be expanding its operations this fall to provide bus service between the City of Sandy and Government Camp, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities.

Clackamas County Social Services has received 5310 rural transit funds since it took over operating the Mountain Express bus service in 2007. These funds help pay for important maintenance and repair services that are essential for the safe operation of the service.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2013** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2015** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$23,180.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$20,799.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying

out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
- i. Recipients receiving federal funds in excess of \$500,000 are subject to audit conducted in accordance with Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, Non-profit Institutions. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this

Agreement.

- ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. **Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html

- b. **Subagreement indemnity; insurance.**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or

services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition;
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of

its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of this Agreement, and shall, upon Recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any

benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for

determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- i. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Clackamas County/State of Oregon
Agreement No. 29295

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County/State of Oregon
Agreement No. 29295

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
PO Box 2950
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Sherrin Coleman
555 13th St. NE
Salem, OR 97301-4179
1 (503) 986-4305
Sherrin.K.COLEMAN@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____
(printed)

Date _____

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 Clackamas County Preventive Maintenance				
<i>Preventive Maintenance for 4 Vehicles</i>				
Item #1: Preventative Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$23,180.00	\$20,799.00	\$2,381.00	Local
Sub Total	\$23,180.00	\$20,799.00	\$2,381.00	
Grand Total	\$23,180.00	\$20,799.00	\$2,381.00	

● **PROJECT DESCRIPTION - Vehicle Preventive Maintenance**

This agreement provides funding for preventive maintenance on vehicles used to provide public transportation. Proper maintenance will ensure fleet is kept in good condition and that required safety standards are met. Vehicle condition should be maintained at least to manufacturer's recommendations.

Preventive maintenance includes the following: oil changes; tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies and labor. This category of project also may provide funds for one pre-planned major component replacement or rehabilitation per vehicle (such as engine or transmission rebuild or replacement) prior to the component's failure.

Maintenance reimbursed in this Agreement is for only those vehicles providing public transportation services, meaning providing rides to the general public or special populations such as seniors and individuals with disabilities. This Agreement does not allow maintenance for staff vehicles, vehicles used for business of the agency, or maintenance vehicles.

Recipient will request reimbursement for covered expenses as prescribed by State. Supporting documents must be provided which detail the total expenses for allowable maintenance activities, including both Agreement-funded and match-funded portions. Recipient may list costs on Capital Expense Invoice Attachment, or provide vendor invoices. Signature of Recipient's authorized representative is required before any disbursements will be made. Electronic signatures will be accepted. In-kind match is allowed for vehicle, shelter, or equipment maintenance labor if the cost is properly documented and the activity is not used as match for any other agreement or contract.

ESTIMATED PROJECT EXPENSE AND MATCH

Project Estimated Cost:

- Vehicle Preventive Maintenance \$23,180

- Match Amount \$2,381

TOTAL Project less Match Amount \$20,799

SOURCE(S) OF MATCHING SHARE

Local partners, county funds

EXHIBIT B

Financial Information

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	Federal Catalog	Total Federal Funding
49 U.S.C. 5310	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.513 (5310)	\$20,799.00

Administered By Public Transit Division 555 13th St. NE Salem, OR 97301-4179
--

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at http://www.fta.dot.gov/grants/12825_93.html. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient must submit to State on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by either (1) printing the form available at http://www.fta.dot.gov/grants/12825_93.html, completing the form and sending it to State or (2) logging in to FTA's TEAMWeb system, at <https://ftateamweb.fta.dot.gov/teamweb/teamLogin.asp?> and completing the form and sending to State a screen print of the submitted page.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at <http://www.fta.dot.gov/documents/19-Master.pdf>. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Clackamas County/State of Oregon
Agreement No. 29295

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By *Kumbalaya A. Young*
Recipient's Legal Counsel

Date 6-4-13

Recipient Contact:

Teresa Christopherson
PO Box 2950
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Sherrin Coleman
555 13th St. NE
Salem, OR 97301-4179
1 (503) 986-4305
Sherrin.K.COLEMAN@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By *[Signature]*

Date 6-5-13

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____
(printed)

Date _____

June 20, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with
Children's Center

Purpose/Outcomes	Services to be provided under this contract include complete physical examinations to determine possible abuse and/or the need for further treatment, and videotaped interviews of children that provide assistance to the medical diagnosis and treatment recommendations.
Dollar Amount and Fiscal Impact	\$202,000
Funding Source	County General Funds. No funds are directly funding county staff.
Safety Impact	N/A
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	N/A
Contact Person	Karen Gorton x5680
Contract No.	

BACKGROUND:

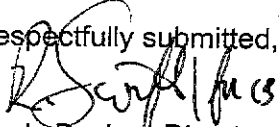
The Clackamas County Children, Youth & Families Division of the Health, Housing and Human Services Department (H3S) requests the approval of a agency service contract with the Children's Center for child abuse assessment services. Assessments include a complete physical examination to determine possible abuse and/or the need for further treatment, as appropriate. Provide videotaped interviews of children reporting abuse; interviews to be conducted under the supervision of a medical professional by a professional with an appropriate degree and training. The child's interview should provide assistance to the medical diagnosis and treatment recommendations.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY13-14)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, (Commission on Children & Families) hereinafter called "COUNTY," and Children's Center hereinafter called "AGENCY."

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract (See attached work plan):
1. Respond to all child abuse referrals from Clackamas County agencies, mandatory reporters and families.
 2. Provide 415 child abuse assessments, 75 of which will be funded through these contracted county funds. These assessments will include a complete physical examination to determine possible abuse and/or the need for further treatment, as appropriate. Provide videotaped interviews of children reporting abuse; interviews to be conducted under the supervision of a medical professional by a professional by a professional with an appropriate degree and training. The child's interview should provide assistance to the medical diagnosis and treatment recommendations.
 3. Ensure that Children's Center medical professionals and staff will be available with the appropriate subpoena and notification to appear in Clackamas County judicial proceedings.
 4. Payment for court appearances and consultations by Children's Center staff are not included in this contract agreement.
- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2013. This agreement shall terminate June 30, 2014.

II. COMPENSATION AND RECORDS

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

On a cost reimbursement basis as described in Exhibit 3, attached hereto.

Up to a maximum compensation of \$ 202,000.

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.

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately

AGENCY SERVICE CONTRACT

withhold payments hereunder. Such withholding of payment for cause may continue until the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the AGENCY were in excess of the amount to which the AGENCY was entitled, then the AGENCY shall repay the amount of the excess to the COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract

- B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

- 1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY SERVICE CONTRACT

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

Required by COUNTY Not required by COUNTY

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

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

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

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

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

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's

AGENCY SERVICE CONTRACT

Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

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

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

D. Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

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

1. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or

AGENCY SERVICE CONTRACT

5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

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

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. AGENCY shall:

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

2. If 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 Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.
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; or 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 (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its

AGENCY SERVICE CONTRACT

employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
 6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.
- "The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."
- "The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."
- G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
 - H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
 - I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work, Performance Standards, and Work Plan
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget

AGENCY- Children's Center

Barbara C Peschiera
 By

Barbara Peschiera
 Name (Typed)

Executive Director
 Title

6/10/13
 Date

1713 Penn Lane
 Street Address

Oregon City, OR 97045
 City/Zip

503-655-7725
 Phone Number

75-3027143
 TIN, FIN or S.S.#

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
 Health, Housing and Human Services

 Date

Redney A. Cook
 Redney A. Cook, Director
 Children, Youth & Families Division

6/11/13
 Date

EXHIBIT 1
SCOPE OF WORK AND PERFORMANCE STANDARDS

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
 1. **Community Based, Holistic Approach**
 - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
 - AGENCY programs and services shall have ongoing community investment and involvement.
 2. **Family-Centered Programs**
 - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
 - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
 3. **Establish/Maintain Effective Partnerships**
 - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
 - AGENCY shall develop and promote continuous communications with similar organizations.
 4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
 - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
 5. **Implement Research Based Accountability**
 - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.
 - 1st Quarter, Jul 1 – Sep 30: due on Oct 15, 2013
 - 2nd Quarter, Oct 1 – Dec 31: due on Jan 15, 2014
 - 3rd Quarter, Jan 1 – Mar 31: due on Apr 15, 2014
 - 4th Quarter, Apr 1 – Jun 30: due on Jul 15, 2014
 6. **Reflect and Incorporate Diversity**
 - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.
 - AGENCY, in order to provide programs and services that meet the needs of girls, shall complete and submit the Gender Specific Services Assessment and Action Plan as required by CYF.

AGENCY SERVICE CONTRACT

8. **Funder Recognition**

- AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Children, Youth & Families Division when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.

9. **Resource Expansion**

- AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Children, Youth, & Families Division funding.

10. **Use of Grant Funds**

- No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.

11. **HIPAA Compliance**

- If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
 - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
 - ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.
 - iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

AGENCY SERVICE CONTRACT

III. Performance Standards-County:

County shall:

1. Administer this contract in compliance with the Commission on Children and Families Act (Oregon laws 1993), and the Oregon Administrative Rules for the Commission on Children and Families, Chapter 423.
2. Communicate with service providers about contract performance and about Children, Youth & Families Division' operations, standards and objectives.
3. Provide technical assistance to the AGENCY in developing activities to address the needs of minority youth, program contract amendments, wellness referrals, collaborative services, community development projects and resources.

EXHIBIT 2

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) **Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

OR

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Work Plan Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total fund advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

AGENCY SERVICE CONTRACT

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

2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

3. PROGRAM REPORTS

AGENCY shall submit the "Work Plan Progress Report" reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic report; 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly "Work Plan Progress Report" reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures and files. COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.

AGENCY SERVICE CONTRACT

The AGENCY will gather data necessary to complete quarterly workplan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate site visits by the COUNTY.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds payable by check within 30 days of final determination.

5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

Audits are due 120 days after the end of the contract period.

6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

EXHIBIT 3

BUDGET

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

ADJUSTMENTS

AGENCY shall not make major budget adjustments without prior written approval of the COUNTY. AGENCY is to notify the COUNTY of minor budget changes.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working with the Commission on Children & Families and staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

BALANCES

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

**Clackamas County Children, Youth and Families Division
Work Plan and Quarterly Report
Exhibit 1**

Provider: **Children's Center of Clackamas County**
Activity: **Child Abuse Assessment Services**
Contact: **Barbara Peschiera**

Focus Issue: **Family Support**

HLO: **Reduce Child Maltreatment**

Contract Period: **July 1, 2013 - June 30, 2014**

Activities/Outputs	Intermediate Outcomes/Measurement Tool		1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	Total
<p><i>Description of program or project. Methods for providing program. Specific processes or events undertaken. How many, how often, over what duration, start and end dates? Calculate by quarter and total aggregate, unduplicated.</i></p>	<p><i>The effectiveness of an activity or program in terms of quantity (amount or frequency) or quality. Expressed in terms of a percent improvement. List FMORS #. Identify the instrument used to measure the effectiveness of the activity or program and the timing of its use.</i></p>	# Served					
		# Assessed					
		# Successful					
		% Successful					
<p>By June 30, 2014 a minimum 75 children will receive psychosocial history assessments by clinical professionals with training and expertise in handling of child abuse cases.</p> <p>Target: Average of 21 children per quarter. Duration of service averages 45 minutes</p>	<p>100% of assessed children will have psychosocial history in their file</p>	# of children with psychosocial history taken					
		# Assessed					
		# Successful					
		% Successful					
	<p>Law Enforcement/Child Welfare agencies will report a 95% satisfaction rate with quality of assessment</p>	# Assessed					
		# Successful					
% Successful							
<p>By June 30, 2014, 75 children will receive a medical examination by clinical professional with specific training and expertise in detecting, documenting and treating child abuse cases.</p> <p>Target: Average 21 children per quarter. Duration of services averages 45 minutes</p>	<p>100% of children examined for signs of suspected abuse will have a complete medical examination in their file</p>	# Assessed					
		# Successful					
		% Successful					
	<p>Law Enforcement/Child Welfare agencies will report a 95% satisfaction rate with quality of assessment</p>	# Assessed					
		# Successful					
		% Successful					

	Family will report a 95% satisfaction rate with quality of assessment.	# Assessed						
		# Successful						
		% Successful						
<p>By June 30, 2014, at minimum 75 children will have access to professional forensic child interview characterized by non-leading questions, appropriate rapport building, assessment of safety risks and disclosure specific information obtained.</p> <p>Target: Average 21 children per quarter Duration of services averages 45 minutes</p>	95% of families will report that Children's Center was supportive in helping access recommended treatment services.	# Assessed						
		# Successful						
		% Successful						
	Law Enforcement/Child Welfare agencies will report a 95% satisfaction rate with quality of assessment	# Assessed						
		# Successful						
		% Successful						
<p>By June 30, 2014, matching funds will allow for a minimum of 75 children and their families will receive support services. Reported quarterly.</p> <p>Target: Average 21 children/families per quarter</p>	95% of families will report that Children's Center was supportive in helping access recommended treatment services.	# Assessed						
		# Successful						
		% Successful						
	Law Enforcement/Child Welfare agencies will report a 95% satisfaction rate with quality of assessment	# Assessed						
		# Successful						
		% Successful						
<p>By June 30, 2014, matching funds will allow for a projected 340 children to receive complete physical examinations to determine possible abuse and/or the need for further treatment. Reported quarterly.</p> <p>Target: Average 85 children per quarter Duration of services averages 180 minutes</p>	95% of families will report that Children's Center was supportive in helping access recommended treatment services.	# Assessed						
		# Successful						
		% Successful						
	Law Enforcement/Child Welfare agencies will report a 95% satisfaction rate with quality of assessment	# Assessed						
		# Successful						
		% Successful						

**Clackamas County Children, Youth and Families Division
Work Plan 2013-2014
Comments and Narrative**

1st Quarter:

2nd Quarter:

3rd Quarter:

4th Quarter:

Exhibit 3

**CLACKAMAS COUNTY OFFICE FOR CHILDREN AND FAMILIES
QUARTERLY FISCAL REPORT (FY 13-14)**

Organization: Children's Center
Service: Child Abuse Assessment Services
Program Contact: Barbara Peschiera
Date:

Report For:
 Jul 1, 2013 - Sep 30, 2013
 Oct 1, 2013 - Dec 31, 2013
 Jan 1, 2014 - Mar 31, 2014
 Apr 1, 2014 - Jun 30, 2014

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Quarterly Grant Expenditure	Quarterly Match Expenditure	Total Quarterly Expenditure	YTD Grant Expenditure	YTD Match Expenditure
Personnel (List salary, FTE & Fringe costs for each position)								
Medical Examiner .46	\$ 48,760.00	\$ 57,240.00	\$ 106,000.00			\$ -	\$ -	\$ -
Forensic Interviewer 0.4	\$ 52,500.00	\$ 76,500.00	\$ 129,000.00			\$ -	\$ -	\$ -
Family Support Specialist 0.5	\$ 28,000.00	\$ 28,000.00	\$ 56,000.00			\$ -	\$ -	\$ -
Clinical Manager .46	\$ 37,500.00	\$ 39,500.00	\$ 77,000.00			\$ -	\$ -	\$ -
Intake Specialist 0.5	\$ 35,000.00	\$ 35,000.00	\$ 70,000.00			\$ -	\$ -	\$ -
Medical Benefits	\$ -	\$ 136,442.00	\$ 136,442.00			\$ -	\$ -	\$ -
Additional Medical	\$ -	\$ 350,000.00	\$ 350,000.00			\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 201,760.00	\$ 722,682.00	\$ 924,442.00	\$ -	\$ -	\$ -	\$ -	\$ -
Administration								
Staff Supporting Interventions		\$ 93,000.00	\$ 93,000.00			\$ -	\$ -	\$ -
Medical Services		\$ 47,000.00	\$ 47,000.00			\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -
Total Administration	\$ -	\$ 140,000.00	\$ 140,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies								
Medical	\$ 240.00	\$ 32,480.00	\$ 32,720.00			\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -
			\$ -					
Equipment								
Equipment Maint/Rental		\$ 4,400.00	\$ 4,400.00			\$ -	\$ -	\$ -

Non-Capital Equip Purchases			\$ -			\$ -	\$ -	\$ -
General Office			\$ -			\$ -	\$ -	\$ -
Rent	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
Utilities	\$ -	\$ 22,000.00	\$ 22,000.00			\$ -	\$ -	\$ -
Printing		\$ 7,600.00	\$ 7,600.00			\$ -	\$ -	\$ -
Phone		\$ 7,200.00	\$ 7,200.00			\$ -	\$ -	\$ -
Insurance(s)		\$ 32,600.00	\$ 32,600.00			\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -
Professional Fees & Contract Svcs						\$ -	\$ -	\$ -
Professional Insurance	\$ -	\$ 22,400.00	\$ 22,400.00			\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
Travel								
Conferences & Training	\$ -	\$ 12,000.00	\$ 12,000.00			\$ -	\$ -	\$ -
Mileage (program staff and participant vouchers)			\$ -			\$ -	\$ -	\$ -
Additional (please specify)								
			\$ -			\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -
Total Program Costs	\$ 240.00			\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 202,000.00	\$ 1,102,712.00	\$ 1,274,742.00	\$ -	\$ -	\$ -	\$ -	\$ -

Please provide information on any budget anomalies in the budget above:



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

18 COPY

June 20, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with
Oak Lodge Sanitary District for the Bluff Road Improvement Project**

Purpose/Outcomes	This agreement allows for partnering with Oak Lodge Sanitary District to complete road and drainage improvements on Bluff Road (Milwaukie area).
Dollar Amount and Fiscal Impact	The total project estimate is \$75,000; Oak Lodge Sanitary District will provide \$55,000 and the County Road Fund will provide \$20,000
Funding Source	Oak Lodge Sanitary District: \$55,000 County Road Fund: \$20,000
Safety Impact	Bluff Road currently has poor drivability and poor drainage which will be remedied with this project.
Duration	Effective upon execution and expires upon completion of the project.
Previous Board Action	None.
Contact Person	Ugo DiLullo, Project Engineer – DTD Engineering 503-742-4711

BACKGROUND:

Oak Lodge Sanitary District (OLSD) recently completed a capital improvement to their wastewater treatment plant, located adjacent to Bluff Road. Due to the increased truck traffic, in addition to the existing poor drivability and poor drainage, OLSD desired to construct improvements on Bluff Road. Since Bluff Road is a County road, the County agreed to assist with the design and construction of these improvements to ensure that the improvements meet County design standards.

Through this agreement, the County will provide all surveying and engineering design services, as well as any contract administration and inspection duties for the improvement of Bluff Road. OLSD will pay the County \$55,000 for this improvement work. DTD will bear the responsibility for any project expense exceeding \$55,000, estimated at \$20,000.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Intergovernmental Agreement with Oak Lodge Sanitary District to complete road and drainage improvements on Bluff Road.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
CLACKAMAS COUNTY AND OAK LODGE SANITARY DISTRICT
FOR THE
BLUFF ROAD IMPROVEMENT PROJECT**

This Intergovernmental Cooperative Agreement ("Agreement") is entered into by and between the following parties: Oak Lodge Sanitary District, a service district formed pursuant to ORS Chapter 450 ("DISTRICT"), and Clackamas County, by and through its Department of Transportation and Development ("DTD").

RECITALS

WHEREAS, DTD desires to perform road widening, reshaping, curbing and other drainage improvements through its planned **Bluff Road Pavement Improvement Project** known as the "PROJECT"; and

WHEREAS the District has authority to provide Surface Water Management services within its boundaries, known as the Oak Lodge Sanitary District Service Area; and

WHEREAS it is in the best interest of DTD and DISTRICT that the parties work jointly to provide coordination between the storm system and the road improvements; and

WHEREAS, ORS 190.003 *et seq.*, allows for intergovernmental agreements to achieve efficiencies and economies obtained thereby;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon completion of the PROJECT.
2. **Obligation of DTD:**
 - A. DTD agrees to provide all surveying and engineering design services, as well as all contract administration and inspection duties throughout the life of the PROJECT.
 - B. DTD agrees to invite the DISTRICT project manager to the design meetings, provide the District with copies of design products (including stamped final plans for bidding), and incorporate reasonable comments into the PROJECT.
 - C. DTD agrees to get DISTRICT approval of final plans prior to advertising for bids to construct the PROJECT.

3. Obligation of the DISTRICT:

- A. The DISTRICT agrees to pay DTD the sum of \$55,000 (fifty five thousand dollars) for their share of the PROJECT upon completion. This includes \$40,000 (forty thousand dollars) for paving and \$15,000 for drainage work which the DISTRICT had budgeted and previously agreed to.

4. Work Plan, Work Scope and Scheduling of Work.

- A. DTD will complete the approved final design plans, advertise and award a construction contract for the PROJECT to be completed by the end of August, 2013.
- B. The final engineering plans shall be subject to County and District Board approval.
- C. Nothing herein shall prevent the parties from meeting to mutually adjust the schedule or the contents of the Project. Each party shall use best efforts to coordinate with the other to minimize conflicts.

5. **Funding.** DTD and the District shall each be individually responsible for their own respective staff, expenses, and other internal costs associated with the Project.

6. **Indemnity.** To the extent permitted by law under ORS 30.260 – 30.300 and the Oregon Constitution each party shall indemnify and defend the other, its Board, officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of that party on the facilities or any condition of the facilities caused by the sole negligence or act of a party. Each party shall have no liability to the other for any injury, loss, or damage caused by third parties, or by any condition of the facilities.

7. **Termination.** If either party shall fail to perform any term or condition of this Agreement, then upon seven days' written notice, either party may terminate the Agreement and have no further obligation hereunder.

8. General Provisions:

- A. **Merger Clause.** This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- B. **Assignment.** No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of all other parties.

- C. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.
- D. **Jurisdiction of Circuit Court.** Any dispute or claim under this Agreement shall be come within the jurisdiction of the Circuit Court of the State of Oregon for Clackamas County, including the ability to pursue mediation or arbitration as set out in ORS Chapter 36.
- E. **Notices.** Any notice herein required or permitted to be given shall be given in writing and shall be effective when actually received, and may be given by hand delivery or by United States mail, first-class postage prepaid, addressed to the parties as follows:

Oak Lodge Sanitary District
 Attn: Karen Streeter, PWS
 14611 SE River Road
 Oak Grove, OR 97267


Clackamas County
 Department of Transportation and
 Development
 Attn: Ugo Dilullo
 150 Beaver Creek Rd
 Oregon City, OR 97045

- F. **Attorney's Fees.** If a dispute should arise between the parties regarding any term or portion of this Agreement, the prevailing parties shall be entitled to such reasonable attorney's fees as a trial court or arbitrator may award and on any appeal there from.
9. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, anyone of which shall constitute an agreement among the parties.

IN WITNESS HEREOF, the parties have executed this Agreement by the date set forth opposite their names below.

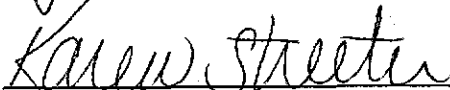
Oak Lodge Sanitary District

**Board of Commissioners
 Clackamas County**



 J. Michael Read, General Manager

 Chair



 Witness

 Recording Secretary

01/16/2013

 Date

 Date



COPY

19

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

June 20, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to an Intergovernmental Agreement with the City of Sandy for Plan Review Services and Inspection Coordination for the Sandy Waterline Installation

Purpose/Outcomes	This amendment allows for the replacement of a catch basin and 150 feet of culvert within the County right of way as part of the City's waterline installation.
Dollar Amount and Fiscal Impact	The estimate for this additional work is \$4,064.17. The County is performing work for the City of Sandy for this project and is receiving revenue of approximately \$42,000.
Funding Source	County Road Fund
Safety Impact	Completing the pipe and culvert replacement in conjunction with the waterline installation project means less disruption of the road base and less traffic impact.
Duration	Expected construction completion February 2014; agreement remains in effect until the expiration of the three year performance warranty period.
Previous Board Action	01/24/13: Execution of Agreement with City of Sandy for Plan Review Services and Inspection Coordination for the Sandy Waterline Installation
Contact Person	Devin Patterson, Project Inspector – DTD Engineering 503-742-4666

BACKGROUND:

On January 24, 2013, the BCC approved an intergovernmental agreement with the City of Sandy to provide plan review and inspection coordination services for the City's Waterline Installation Project. The City is installing an 18-inch, high pressure water supply transmission line from the existing booster pump station on Lusted Road, travelling down Hudson Road and Bluff Road, all in unincorporated Clackamas County, to a reservoir and transfer pump station on Scenic Street within the City. Because the City is permitted for extended utility work on County roads, DTD staff is providing plan review and inspection services to assist the City during construction and ensure the protection of the County roads. The City is reimbursing the County for actual costs incurred during the project, estimated at \$42,000.

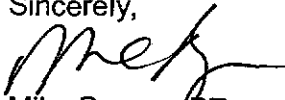
During the course of construction, a failing catch basin and 150 feet of culvert were discovered at the intersection of Hudson Road and Bluff Road, both County rights of way. Since the area is already excavated, it is logical to complete the repair at this time. The County obtained a quote from the City's contractor to include the catch basin and culvert repair work at this time, estimated at \$4,064.17. The City has agreed to pay the contractor for the catch basin and culvert repair, and the County will reimburse the City for those actual expenses.

This amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve Amendment No. 1 to the Intergovernmental Agreement with the City of Sandy to include the catch basin and culvert repair at Hudson Road and Bluff Road.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Bezner", written in a cursive style.

Mike Bezner, PE

Transportation Engineering Manager

**AMENDMENT No. 1
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SANDY AND CLACKAMAS COUNTY
TO PROVIDE PLAN REVIEW SERVICES AND INSPECTION COORDINATION**

This AMENDMENT NO. 1 to the INTERGOVERNMENTAL AGREEMENT TO PROVIDE PLAN REVIEW SERVICES AND INSPECTION COORDINATION (this "Amendment No. 1") is made and entered into on _____, 2013, by and between CLACKAMAS COUNTY, an instrumentality of the State of Oregon, acting by and through its Department of Transportation and Development ("DTD"), and the CITY OF SANDY, an Oregon municipality ("City").

WHEREAS, the City and DTD entered into that certain Intergovernmental Agreement to Provide Plan Review Services and Inspection Coordination, dated January 24, 2013 (the "Agreement"), for plan review services and inspection coordination during the installation of an 18" transmission line for domestic water supply ("Project");

WHEREAS, the parties acknowledged in Agreement Section 2(B), Project Summary, that construction under the Project may include removal or replacement of a concrete culvert;

WHEREAS, DTD owns a catch basin and approximately 150 linear feet of culvert that is failing at the intersection of Hudson Road and Bluff Road in Sandy, Oregon, adjacent to the water line installation the City is performing pursuant to the Project;

WHEREAS, City's contractor, Rotschy, Inc. ("Contractor"), who has the area excavated and will be repaving all of Hudson Road at completion, provided an estimate to repair and replace the catch basin and culvert ("Culvert Repair") while the road is torn up, described in more detail in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the parties desire to continue and expand the services provided under the Agreement to include the Culvert Repair.

NOW, THEREFORE, for good and sufficient consideration, the parties hereby agree that:

1. To reflect an expansion of the Project scope due to the additional required Culvert Repair, Paragraph 2(A) of the Agreement is hereby replaced in its entirety with:

- A. The Project ("Project") shall consist of the installation of 13,800 linear feet, more or less, of 18" diameter pipe running between the existing pump station located on Lusted Road and the City of Sandy/Clackamas County jurisdictional line. The Project shall also include the repair and replacement of a catch basin and approximately 150 linear feet of culvert that is failing at the intersection of Hudson Road and Bluff Road in Sandy,

Oregon, adjacent to the water line installation ("Culvert Repair"). A pump station will be built at the base of Hudson Road, on private property, in unincorporated Clackamas County.

An additional 13,190 linear feet of 24" water pipe, as well as a reservoir and pump station, will be installed within the City of Sandy. This additional scope of work (within the unincorporated City limits) is not included in the scope of this Agreement.

2. To reflect an expansion of DTD's obligations under the Agreement, due to the additional required Culvert Repair, Paragraph 3 of the Agreement, Obligations of DTD, is hereby amended to include an additional subsection "H":

H. DTD shall reimburse City for the cost of Culvert Repair, as specified in Exhibit B, attached hereto and incorporated herein.

3. To reflect an expansion of City's obligations under the Agreement, due to the additional required Culvert Repair, the Paragraph 4 of the Agreement, Obligations of the City, is hereby amended to include an additional subsection "G":

G. City shall be responsible for payment of the contractor responsible for the Culvert Repair. Subsequently, City shall invoice DTD, consistent with this Agreement, for reimbursement of the Culvert Repair costs, as specified in Exhibit B.

4. The Contractor's estimate for Culvert Repair, attached hereto as Exhibit B, is hereby added to and incorporated into the Agreement as Exhibit B.

5. The City and DTD ratify the remainder of the Agreement and affirm that no other changes are made hereby.

[Signature Page Follows]

In witness thereof, the parties execute this Amendment No. 1 as of the date set forth above.

CITY OF SANDY

Mark C. Walsh
[Authorized Signatory]

Noupe K. Robinson
Witness

06/04/2013
Date

CLACKAMAS COUNTY

Chair

Recording Secretary

Date

Rotschy Inc

Project: Portland Water Bureau Intertie Project

Detail for #: 1a

Date: 5/1/2013

Detail Page No. 1

ITEM	1	Provide and Install Catch Basin						
Quantity	1	Unit	EA	Unit Price	\$	1,804.46	Total \$ 1,804.46	

Subtotal:		General/Admin Overhead:	0.00%	Bond:	0.0%	Insurance:	\$0.00
\$1,804.46		\$0.00		\$0.00		\$0.00	

Item	Cost	M.U. %	M.U. Amnt	Other MU / Tax (O.M.T)	O.M.T Amnt	Total
------	------	--------	-----------	------------------------	------------	-------

Labor	\$	508.16	22%	\$	111.80	Sm Tools	0.0%	\$	-	\$	619.96
Description						OT	Unit	QTY	Unit Rate	Line Total	
Excavator (20K-80K)								2.5	\$ 54.75	\$ 136.88	
Loader								1	\$ 54.75	\$ 54.75	
General Laborer								2.5	\$ 45.00	\$ 112.49	
Pipelayer								2.2	\$ 46.13	\$ 101.48	
Flagger								2.5	\$ 41.02	\$ 102.56	
										-	
										-	

Equipment	\$	347.39	17%	\$	59.06					\$	406.45
Description						Unit	Quantity	Unit Rate	Line Total		
11.61 Crawler Mounted Hydraulic Excavators Deere 225C LC RTS (disc. 2007)							3	\$ 95.05	\$ 285.15		
13-21 4-Wd Articulated Wheel Loaders Deere 624J (disc. 2008)							1	\$ 62.24	\$ 62.24		
									-		
									-		
									-		
									-		
									-		

Material	\$	665.00	17%	\$	113.05	Matl Tax	0.0%	\$	-	\$	778.05
Description						Unit	Quantity	Unit Rate	Line Total		
Catch Basin						EA	1	\$ 625.00	\$ 625.00		
Grout						Bags	2	\$ 20.00	\$ 40.00		
									\$ -		
									\$ -		
									\$ -		
									\$ -		

Subcontractors	\$	-	8%	\$	-					\$	-
Description						Unit	Quantity	Unit Rate	Line Total		
									\$ -		
									\$ -		
									\$ -		
									\$ -		
									\$ -		
									\$ -		

Miscellaneous	\$	-	17%	\$	-					\$	-
Description						Unit	Quantity	Unit Rate	Line Total		
									\$ -		
									\$ -		
									\$ -		
									\$ -		
									\$ -		
									\$ -		
									\$ -		

Rotschy Inc

Project: Portland Water Bureau Intertie Project

Detail for #: 1a

Date: 5/1/2013

Detail Page No. 2

ITEM	2	Install Approximately 150' of Culvert						
Quantity	150	Unit	LF	Unit Price	\$	15.06	Total	\$ 2,259.71

Subtotal:	General/Admin Overhead:	0.00%	Bond:	0.0%	Insurance:	\$0.00
\$2,259.71	\$0.00		\$0.00		\$0.00	

Item	Cost	M.U. %	M.U. Amnt	Other MU / Tax (O.M.T)	O.M.T Amnt	Total
-------------	-------------	---------------	------------------	-------------------------------	-------------------	--------------

Labor	\$ 670.20	22%	\$ 147.44	Sm Tools	0.0%	\$ -	\$ 817.65	
Description				OT	Unit	QTY	Unit Rate	Line Total
Excavator (20K-80K)						3	\$ 54.75	\$ 164.26
Loader						2	\$ 54.75	\$ 109.50
General Laborer						3	\$ 45.00	\$ 134.99
Pipelayer						3	\$ 46.13	\$ 138.38
Flagger						3	\$ 41.02	\$ 123.07
								-
								-

Equipment	\$ 409.63	17%	\$ 69.64				\$ 479.27
Description				Unit	Quantity	Unit Rate	Line Total
11.61 Crawler Mounted Hydraulic Excavators Deere 225C LC RTS (disc. 2007)					3	\$ 95.05	\$ 285.15
13-21 4-Wd Articulated Wheel Loaders Deere 624J (disc. 2008)					2	\$ 62.24	\$ 124.48
							-
							-
							-
							-
							-

Material	\$ 822.90	17%	\$ 139.89	Matl Tax	0.0%	\$ -	\$ 962.79
Description				Unit	Quantity	Unit Rate	Line Total
Pipe Bedding -3/4" minus				Ton	63.3	\$ 13.00	\$ 822.90
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -

Subcontractors	\$ -	8%	\$ -				\$ -
Description				Unit	Quantity	Unit Rate	Line Total
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -

Miscellaneous	\$ -	17%	\$ -				\$ -
Description				Unit	Quantity	Unit Rate	Line Total
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -



20
COPY

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 20, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement (TGM Grant Agreement No. 29498)
with Oregon Department of Transportation to develop a
Clackamas County Active Transportation Plan**

Purpose/Outcomes	Intergovernmental Agreement with ODOT for the Clackamas County Active Transportation Plan
Dollar Amount and Fiscal Impact	Total project estimate \$117,980
Funding Source	ODOT TGM Grant \$105,000 County Road Fund \$12,980
Safety Impact	Project will identify priority corridors that should be improved to improve the safety for cyclists and pedestrians.
Duration	Project shall begin when all required signatures are obtained and terminates on June 30, 2014
Previous Board Action	06/14/12: Resolution No. 2012-69 stated support for submitting an application to the Transportation and Growth Management Program to fund the Active Transportation Plan project.
Contact Person	Scott Hoelscher, Senior Planner 503-742-4524

BACKGROUND:

The Oregon Transportation and Growth Management Program (TGM) provides local governments with funding for planning projects and Transportation System Plan (TSP) updates. In June 2012 the Board of County Commissioners expressed support for a TGM grant application and passed Resolution No. 2012-69. In October 2012 a TGM grant was awarded to the Department of Transportation and Development to develop an Active Transportation Plan and incorporate it into the County's Comprehensive Plan.

The purpose of the Active Transportation Plan (ATP) project is to identify and prioritize the primary network of active transportation corridors that connect the communities in Clackamas County, both rural and urban. An active transportation plan will increase opportunities for walking, bicycling and equestrian use, while at the same time reduce the reliance on the state highway system for local travel needs. The ATP will be a strategic plan that highlights the assets available for active transportation and will serve as a resource to assist in budgeting for missing components of a comprehensive active transportation network.

The IGA includes a match from Clackamas County in the amount of \$12,980. This funding will come from staff time assigned to the project. The total project cost is estimated to be \$117,980.

This IGA has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Intergovernmental Agreement (TGM Grant Agreement No. 29498).

Respectfully submitted,

A. B. Catmill for

Mike Bezner
Engineering Manager

For information on this issue or copies of attachments please contact Scott Hoelscher at 503-742-4524
--

INTERGOVERNMENTAL AGREEMENT
Clackamas County, Active Transportation Plan

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and Clackamas County ("County" or "Grantee").

RECITALS

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Moving Ahead for Progress in the 21st Century ("MAP-21") funds. Local funds are used as match for MAP-21 funds.
4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. County has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

- A. "County's Amount" means the portion of the Grant Amount payable by ODOT to County for performing the tasks indicated in Exhibit A as being the responsibility of County.
- B. "County's Matching Amount" means the amount of matching funds which County is required to expend to fund the Project.
- C. "County's Project Manager" means the individual designated by County as its project manager for the Project.
- D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).
- E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.
- F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.
- G. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by County and Consultant during the term of this Agreement.
- H. "Grant Amount" or "Grant" means the total amount of financial assistance disbursed under this Agreement, which consists of the County's Amount and the Consultant's Amount.
- I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.
- J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.
- K. "Project" means the project described in Exhibit A.
- L. "Termination Date" has the meaning set forth in Section 2.A below.

M. "Total Project Costs" means the total amount of money required to complete the Project.

N. "Work Product" has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2014 ("Termination Date").

B. Grant Amount. The Grant Amount shall not exceed \$105,000.

C. County's Amount. The County's Amount shall not exceed \$44,300.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$60,700.

E. County's Matching Amount. The County's Matching Amount is \$12,980 or 11% of the Total Project Costs.

SECTION 3. DISBURSEMENTS

A. Subject to submission by County of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the County may be reimbursed by ODOT for, or may use as part of the County's Matching Amount, as the case may be, only Direct Project Costs that are Federally Eligible Costs that incurs after the execution of this Agreement up to the County's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. County shall present reimbursement requests, cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. County shall submit reimbursement requests, cost reports for 100% of County's Federally Eligible Costs, and shall be reimbursed at 77.34% up to the County's Amount.

C. ODOT shall make interim payments to County for deliverables identified as being County's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables.

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the

completion report described Section 5.K(2), at which time the balance due to County under this Agreement shall be payable.

E. Within 45 days after the latter of the Termination Date of this Agreement or County's compliance with Section 5.K. below, ODOT shall pay to County the balance due under this Agreement.

F. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

SECTION 4. COUNTY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. County represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of County.

4. This Agreement has been executed and delivered by an authorized officer(s) of County and constitutes the legal, valid and binding obligation of County enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by County, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which County or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of County.

B. As federal funds are involved in this Grant, County, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

SECTION 5. GENERAL COVENANTS OF COUNTY

A. County shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. County shall complete the Project; provided, however, that County shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. County shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which County is identified in Exhibit A as being responsible.

C. County shall perform such work identified in Exhibit A as County's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. County shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. County shall ensure that each of its contractors complies with these requirements.

E. County shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. County agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, County agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, County expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document County's performance. County acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

County shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of County's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and County intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", County hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. County shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. County forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to County a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) County shall ensure that any work products produced pursuant to this Agreement include the following statement:

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21st Century (“MAP-21”), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

J. Unless otherwise specified in Exhibit A, County shall submit all final products produced in accordance with this Agreement to ODOT’s Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, County shall

- (1) pay to ODOT County’s Matching Amount less Federally Eligible Costs previously reported as County’s Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the County’s Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of federal MAP-21 funds used for the Project or use such funds as matching funds; and
- (2) provide to ODOT’s Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
 - (a) The permanent location of Project records (which may be subject to audit);
 - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by County as County’s Matching Amount;

- (c) A list of final deliverables; and
- (d) County's final disbursement request.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than County is the party to the PSK with the Consultant, ODOT and County agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of County;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from County;
- C. County shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. County will appoint a Project Manager to:
 - (1) be County's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
 - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and County personnel, as necessary;
 - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
 - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.

B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.

C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. County fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and County are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of

the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement 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 Agreement so executed shall constitute an original.

On December 1, 2010 the Director of the Oregon Department of Transportation approved DIR-06, in which authority is delegated from the Director of the Oregon Department of Transportation to the Operations Deputy Director and Transportation Development Division Administrator, to approve agreements with local governments, other state agencies, federal governments, state governments, other countries, and tribes as described in ORS 190 developed in consultation with the Chief Procurement Officer.

County

Clackamas County

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

Contact Names:

Scott Hoelscher
Clackamas County
150 Beaver Creek Rd.
Oregon City, OR 97045
Phone: 503-742-4524
Fax: 503-742-4349
E-Mail: scotthoe@clackamas.us

Gail Curtis, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8206
Fax: 503-731-3266
E-Mail: Gail.E.Curtis@odot.state.or.us

Exhibit A
Statement of Work
TGM 1E-12
Clackamas County
Active Transportation Plan

	<u>Agency Work Order Contract Project Manager (WOCPM)</u>		<u>Consultant Project Manager</u>
Name:	Gail Curtis	Name:	Susie Wright
Address:	ODOT Region 1 123 NW Flanders St Portland, OR 97209-4037	Address:	Kittelson & Associates, Inc. 610 SW Alder St Portland, OR 97205
Phone:	503-731-8206	Phone:	503.535.7432 (direct)
Fax:	503-731-3266	Fax:	503-273-8169
Email:	Gail.E.Curtis@odot.state.or.us	Email:	swright@kittelson.com
	<u>County Project Manager</u>		
Name:	Scott Hoelscher		
Address:	Clackamas County 150 Beaver Creek Rd Oregon City, OR 97045		
Phone:	503-742-4524		
Fax:	503-742-4349		
Email:	scotthoe@clackamas.us		

Abbreviations

Agency/ODOT	Oregon Department of Transportation
AT	Active Transportation
ATP	Active Transportation Plan
County	Clackamas County
CTAC	Clackamas County Transportation Advisory Committee
PAC	Public Advisory Committee
PAT	Principal Active Transportation
PM	Project Manager
PMT	Project Management Team
TAC	Technical Advisory Committee
TSP	Transportation System Plan
WOCPM	Work Order Contract Project Manager

This statement of work describes the responsibilities of all entities involved in this cooperative project.

The work order contract (for the purposes of the quoted language below the "WOC") with the work order consultant ("Consultant") shall contain the following provisions in substantially the form set forth below:

"PROJECT COOPERATION

This statement of work describes the responsibilities of the entities involved in this cooperative Project. In this Work Order Contract (WOC), the Consultant shall only be responsible for those deliverables assigned to the Consultant. All work assigned to other entities are not Consultant's obligations under this WOC, but shall be obtained by Agency through separate intergovernmental agreements which contain a statement of work that is the same as or similar to this statement of work. The obligations of entities in this statement of work other than the Consultant are merely stated for informational purposes and are in no way binding, nor are the named entities parties to this WOC. Any tasks or deliverables assigned to a subcontractor shall be construed as being the responsibility of the Consultant.

Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this statement of work shall be subject to the following guidelines:

1. At the first sign of non-cooperation, the Consultant shall provide written notice (email acceptable) to Oregon Department of Transportation (Agency) Work Order Contract Project Manager (WOCPM) of any deliverables that may be delayed due to lack of cooperation by other entities referenced in this statement of work.
2. WOCPM shall contact the non-cooperative entity or entities to discuss the matter and attempt to correct the problem and expedite items determined to be delaying the Consultant.

If Consultant has followed the notification process described in item 1, and Agency finds that delinquency of any deliverable is a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in this statement of work, the Consultant will not be found in breach of contract; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall ODOT be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. WOCPM will negotiate with Consultant in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Consultant."

Project Purpose and Transportation Relationship and Benefits

This Project will result in designated Principal Active Transportation (PAT) Routes identifying bicycle and pedestrian routes that link major destinations, cities and other communities within

Clackamas County (County). It is anticipated that PAT Routes will include 8-12 key routes or "active transportation corridors." PAT Routes will be distinguished from the Transportation System Plan (TSP) bicycle and pedestrian routes due their unique role in linking destinations that have County-wide significance. Major destinations include cities, regional centers, town centers, rural communities, major employment centers, Light Rail Transit stations, major transit stops, schools and parks in the County. Due to the rural nature of the County, the Project will also document existing and planned public trails and trailheads including multi-use trails that allow for equestrians.

Project Area

The Clackamas County Active Transportation Plan project area covers all of unincorporated Clackamas County. The Project will focus on rural areas of the County to identify destinations, determine the appropriate improvement and to prioritize the potential routes. For the urban areas of the County, the Project will build off Metro's identified recommended, regional bicycle and pedestrian connections. While bicycle and pedestrian connections within city jurisdictional boundaries are included in the Project Area, final decisions about these routes will be made by the local cities separately, but in coordination with this plan.

Project Overview

Active transportation is transportation powered by human energy. A local, regional, and national emphasis on Active Transportation (AT) has emerged in recent years, focusing on the fiscal, environmental, and public health benefits of non-motorized travel.

The County's AT network is the system of bicycle and pedestrian facilities, well-connected to the public transportation system, which allows people to travel without a car within the County and the region. Public transportation is also active travel because it usually involves walking and provides an essential connection to bicycling and walking facilities, thus allowing for longer trips without a car.

In many areas of the County, benefits associated with active travel are limited because it does not feel safe to walk or ride a bicycle. Improved safety, convenience and accessibility of cycling and walking facilities are known needs. In addition, through the TSP update process we have learned that there is a need to provide facilities accessible to equestrian users. Note: Grant resources do not include planning for equestrian routes and trails. Outside of this Project, the County will identify which PAT Route rural segments, if any, can feasibly be planned and designed to accommodate equestrian users.

Identifying the principal County AT network and establishing County project priorities will help the County secure federal, state, regional and local funding to expand AT options.

Metro is developing a Regional Active Transportation Plan (ATP) which has regional background information to help identify the County's principal AT routes. The urban portion of

the County's ATP must be coordinated with the Regional ATP. By the time this Project begins, the County will have updated bicycle and pedestrian-related TSP policies, existing conditions, planned Bicycle and Pedestrian Networks, projects, cost estimates, and implementation guidance that will serve as a framework and background for the County's ATP.

PROJECT OBJECTIVES

- Adopt ATP into the County's 2035 TSP; and at a minimum, amend the County's 2003 Pedestrian Master Plan and 2003 Bicycle Master Plan and TSP maps.
- Gain public input throughout plan process including with the assistance of a citizen committee.
- Identify and prioritize the County's principal AT network to serve as many types of users as possible from the reluctant to the fearless to enable safe bicycling and walking in urban and rural areas between communities and major destinations of county-wide significance including major employment centers, Light Rail Transit stations, major transit stops, schools, parks and the regional AT system within the County.
- Develop Facility Types (e.g. bicycle lanes, cycle tracks, shoulder widening, separated paths) for different types of conditions.
- Determine needed infrastructure improvements (e.g. trails, bicycle facilities, and paved shoulders, where secure parking or other amenities are needed) for the prioritized PAT corridors.
- Map existing public equestrian trailheads in rural Clackamas County; and identify which PAT Route segments are appropriate to accommodate equestrian users.
- Identify the type of PAT Route signage desired and key signage locations using the "Intertwine" signage guidelines.
- Develop AT project-level costs for the County's TSP and Capital Improvements Plan.
- Include both on and off-street (i.e. trails) bicycling and walking facilities in network to connect to the PAT as time and funding allows.
- Identify and coordinate with other related Clackamas County jurisdictional planning projects.

PROJECT REQUIREMENTS

Project Management

County shall identify a Project Manager (PM) to provide day-to-day and overall project administration and management. The County PM shall form the Project Management Team (PMT) consisting of the County PM, County Multi-Model Planner, Oregon Department of Transportation's (ODOT) Work Order Contract Project Manager (WOCPM), Consultant PM and County Public & Government Affairs representative. The PMT will meet as described in the tasks. The County shall send meeting materials to members one week in advance and make available meeting summaries for members to review one week after the meeting takes place.

Unless otherwise noted in the tasks, the County shall be responsible for

- convening and facilitating all project meetings,
- preparing agendas,
- assembling meeting materials,
- coordinating and arranging presentations and briefings to stakeholder groups, advisory committees, and other related jurisdictional planning efforts.
- taking and distributing PMT, Public Advisory Committee (PAC) and public meeting summary notes within two weeks of the meeting; and providing PAC members the opportunity to make changes to the summary notes. Typically there will be only one set of meeting notes unless corrections are needed.

Stakeholder Coordination

County shall establish a PAC to obtain public comment on the ATP. The purpose of the PAC is to review and comment on Project materials, providing input through PAC meetings. The County will coordinate the PAC, including setting meeting schedules, creating agendas, preparing materials, and writing and distributing meeting summaries. The PAC will include the members of the Clackamas County Pedestrian/Bikeway Advisory Committee, an existing committee formed to review and advise on pedestrian and bicycle related projects county-wide. In addition, four to six additional PAC members will be recruited and appointed by the County PM with input from the PMT to provide a geographic balance of the project area and to represent bicycling, walking, access to transit and equestrian perspectives. The four to six additional members must include one representative each from the Clackamas County Parks Board; the Tourism Development Council and the Bicycle Transportation Alliance as well as other organizations to be determined. The County PM shall ensure that materials for meetings are sent to members one week in advance and that meeting summaries are available for members to review one week after the meeting takes place.

Partner Agency Coordination

The County shall establish a Technical Advisory Committee (TAC) to guide the technical development of the ATP. The purpose of the TAC is to provide policy and technical guidance; review and comment on materials, and provide input on recommendations. The TAC will consist of the WOCPM, ODOT engineer, and representatives from the following County departments/divisions: Transportation Engineering, Planning and Zoning, Tourism and Cultural Affairs, County Parks and North Clackamas Parks and Recreation, as well as other AT stakeholders from Metro, TriMet, and the Oregon Department of Land Conservation and Development). The TAC will meet at least three times during the Project to provide technical guidance and to ensure the project progresses in a manner consistent with the Statement of Work, schedule and budget.

Additionally, the County will use the Clackamas County Transportation Advisory Committee (CTAC) to review or coordinate the technical review of deliverables as jointly determined by the PMT throughout the project life. (CTAC is an existing group of City, Metro and ODOT representatives from urban Clackamas County.) Because there is no equivalent standing

committee for the rural portion of the County, the County will coordinate with the Community Planning Organizations in the rural areas of the County.

County shall send materials for meetings to members one week in advance and provide meeting summaries to members to review two weeks after the meeting takes place.

TASKS

Task 1: Project Start and Stakeholder Involvement

Objectives

- Develop and implement a public involvement process that generates input from a cross-section of stakeholders involved with and impacted by AT.
- Set the stage for efficient development of an ATP by providing key ATP base data early in the process.

Subtasks

1.1 Existing Conditions Report - County shall prepare and make available an Existing Conditions Report within one week following the Notice to Proceed. At a minimum, the Existing Conditions Report must include the following products:

- a. Glossary of AT Definitions – Words, terms and phrases that define and describe street and route types associated with AT to help Project participants understand terms and definitions relating to AT.
- b. Existing Plans and Regulations Inventory – Inventory and review of existing County plans and regulations impacting the Project. Inventory and review must address the County's Comprehensive Plan and Zoning and Development Ordinance as they relate to pedestrian and bicycle policies and regulations.
- c. AT Documents – AT studies and documents including *Connecting Clackamas*, TSP existing conditions; County sidewalk inventory and *Bicycle Tourism Studios*. In addition, County shall conduct inventory of rural multi-use trails and bicycle facilities and obtain Metro data for existing trails and bicycle facilities in the urban area; and map existing public equestrian trailheads in rural Clackamas County.
- d. Bicycle and Pedestrian Network Inventory Update – Copy of Metro's regional inventory of the existing regional bicycle, pedestrian and trail network; and other available bicycle route information from other sources such as cities and the U.S. Forest Service.
- e. Roadway Conditions- Where available, specifications on county-maintained roads for existing or TSP-recommended bicycle and pedestrian routes:
 - Crash data in order to identify the high crash locations
 - Posted road speeds.
 - Vehicle volumes.

- Functional classification.
 - Right-of-way width.
 - Pavement width.
 - System gaps and deficiencies for TSP designated bicycle and pedestrian routes.
 - Comprehensive Plan Designations map showing TSP designated or recommended bicycle and pedestrian routes.
- 1.2 Project Schedule** – Consultant shall prepare a draft project schedule with potential dates for meetings, draft and final deliverables, and identifying review times. The Project schedule must be in Excel format. County shall maintain the Project schedule throughout the project.
- 1.3 Stakeholder Involvement Strategy**– County shall prepare draft and final Stakeholder Involvement Strategy. PMT shall review Stakeholder Involvement Strategy at PMT Meeting #1. Consultant shall incorporate PMT comments into final Stakeholder Involvement Strategy. All parts of the draft and final Stakeholder Involvement Strategy must be written for the public to easily understand and be included in final ATP and include a AT project vision statement, project timeline of major deliverables for website posting; methods to inform and engage stakeholders, including existing public County advisory committees not reflected in this statement of work. Expected Stakeholder Involvement Strategy methods shall include a project webpage, virtual open house, public comment periods, fact sheets, postings on social media, information-sharing with Community Planning Organizations, Hamlets and Villages.
- 1.4 PAT Destinations Inventory and Map** – County shall prepare a draft and final inventory and map of potential PAT destinations for PMT and PAC committee review and agreement (under Subtasks 1.10 and 2.5). The Metro ATP has identified and will largely guide the PAT destinations within the County’s Metro urban area. The potential PAT must include both Clackamas County Regional Centers and seven town centers unless there is a compelling reason to not include the town centers; additional County Metro cities may be included. Rural PAT destinations may include rural cities and unincorporated rural communities. County may make revisions to the map throughout the project life as decisions are made and refined or reflect the decisions in subsequent deliverables. County’s revisions to the map may be limited to noting recommended changes in a memo to the PAC based on County PM discretion versus revising the whole document.
- 1.5 Project Template** – Consultant shall prepare a draft and final Project Template to be used by the County and Consultant to provide a standard layout of project deliverables. Final version must incorporate PMT comments.

- 1.6 Project Website** – Consultant shall prepare a Project website that can be used to post meeting dates, project announcements, and draft and final deliverables. The Consultant shall provide training in how to post information to the Project website for up to two County staff with administrative website privileges; and County shall maintain the website throughout the Project.
- 1.7 PAT Corridor Selection Criteria** - Consultant shall prepare preliminary draft, draft, and final PAT Corridor Selection Criteria. The PAT Corridor Selection Criteria must provide a framework for evaluating and prioritizing AT corridors and projects. PAT Corridor Selection preliminary criteria must consider, but are not limited to, the following:
- Has county-wide significance, connects communities and provides access to “community attractors”. A working definition of Community Attractors must be included in the AT Glossary. “Community attractors” may include parks, schools, historical sites, employment centers, Light Rail Transit stations, trail heads, camp grounds and major transit stops.
 - Is safe or can reasonably be made safe considering user, user comfort, route posted speed and high, medium and low cost of safety or facility improvement;
 - Road routes with lower vehicle traffic volume have priority over road routes with higher traffic volume roads;
 - Serves a variety of types of users;
 - Communities and routes that provide access to “community attractors” of potential interest to users have priority over communities or routes with fewer attractors.
 - More scenic routes have priority over less scenic routes; and
 - Consideration of barriers such as ownership of the connection, presence of significant natural resources (based on data provided by the County).
- PMT shall review the preliminary draft PAT Corridor Selection. Consultant shall make revisions prior to Task 2 TAC and PAC review. The final version shall be developed following PAC Meeting #1 and reflect PAC comments. County shall post the final version on the Project Website.
- 1.8 ATP Introduction and Table of Contents** –County shall develop a preliminary draft and draft ATP Introduction and Table of Contents in consultation with Consultant for PMT review and approval. The ATP Introduction must include the goals and purpose of the ATP; purpose of the PAT corridors; benefits of AT, and descriptions of the different types of AT network users. The Table of Contents must list the intended maps and generally be based on the Project deliverables. County shall provide preliminary draft ATP Introduction and Table of Contents to the PMT at least one week prior to PMT Meeting #1. The draft version shall also be subject to the PMT’s review and approval. Up to one additional draft ATP Introduction and Table of Contents may be needed as determined by the PMT. County shall post the final draft version on the project website.

Note: ATP Introduction and Table of Contents may be further modified as part of Consultant's preparation of Draft ATP but for the purposes of this subtask it becomes final following the PMT's review of the second, final draft version.

1.9 Initial Meeting Agendas – County shall develop draft and final agendas for the first TAC and PAC meetings. PMT shall review the draft TAC and PAC meeting agendas. County shall incorporate PMT comments in final Initial Meeting Agendas. The agendas and meeting materials must at a minimum include:

- Roster of committee members and contact information;
- PAT Destinations Inventory and Map
- Project Template
- Policy framework as background from “*Existing Conditions / Plans Review*”;
- Draft PAT Corridor Selection Criteria
- Draft ATP Introduction and Table of Contents

1.10 PMT Meeting #1 – County shall organize and conduct PMT Meeting #1, expected to last two to three hours. County shall brief the PMT on the Existing Conditions Report (developed prior to contract) and Task 1 draft deliverables. Consultant shall attend and participate as a PMT member. County shall provide meeting materials two weeks prior to the PMT Meeting #1 and summary notes within two-weeks of meeting.

County Deliverables

- 1A Existing Conditions Report (Subtask 1.1)
- 1B Project Schedule - updates (Subtask 1.2)
- 1C Stakeholder Involvement Strategy (Subtask 1.3)
- 1D PAT Destinations Inventory and Map (Subtask 1.4)
- 1E Project Website - maintenance (Subtask 1.6)
- 1F PAT Corridor Selection Criteria – data needed by Consultant (Subtask 1.7)
- 1G ATP Introduction and Table of Contents (Subtask 1.8)
- 1H Initial Meeting Agendas (Subtask 1.9)
- 1I PMT Meeting #1 (Subtask 1.10)

Consultant Deliverables

- 1a Draft Project Schedule (Subtask 1.2)
- 1b Project Template (Subtask 1.5)
- 1c Project Website (Subtask 1.6)
- 1d PAT Corridor Selection Criteria (Subtask 1.7)
- 1e PMT Meeting #1 (Subtask 1.10)

Task 2: Facility Design

Objectives

- To identify AT facility types early in the process for PAC review to ensure facility types meet user needs and respond to the Existing Conditions Report.
- Develop design guidelines for multi-use trails and other AT facilities.

Subtasks

- 2.1 Draft PAT Facility Type Report** – Consultant shall develop a preliminary draft and draft PAT Facility Type Report to provide a catalog of facility types for various route functions or conditions; and ultimately, to be used to show citizens the type of facility for given segments of the PAT Corridor. The PAT Facility Type Report must include:
- PAT facility types for bicyclists and pedestrians in order to provide a range of facility types that can be applied to a range of conditions from low-volume to high-volume roads;
 - A written summary describing the design and illustration with dimensions for each Facility Type.
 - Sources of background information must include the Oregon Bicycle and Pedestrian Design Guide (2011), National Association of City Transportation Officials Urban Bikeway Design Guide (2011), Washington County Bicycle Toolkit, and City of Ashland Bicycle and Pedestrian Facility Design Toolkit;
 - Design guidance on innovative AT facilities; and

During development of PAT Facility Type Report, Consultant shall meet with County Traffic Engineering and TAC members as necessary to gain their input and support or to note differences of opinion as each version of the PAT Facility Type Report is developed.

The preliminary draft PAT Facility Type Report must be reviewed at PMT Meeting #2. The draft PAT Facility Type Report must incorporate the PMT's comments.

- 2.2 PMT Meeting #2** – County shall arrange and Consultant shall conduct PMT Meeting #2 to gather PMT input on the preliminary draft version of the PAT Facility Type Report and to review and comment on TAC and PAC draft meetings agendas. County shall provide meeting material at least one-week prior to the meeting and meeting summary notes within one week of the PMT Meeting #2.
- 2.3 TAC Meeting #1** – County shall arrange and Consultant shall conduct TAC Meeting #1 to gather TAC input on the PAT Destinations Inventory and Map, draft PAT Corridor Selection Criteria, Draft Facility Type Report and to brief the TAC on the existing conditions. County shall provide meeting material at least one-week prior to the meeting and meeting summary notes within one week after TAC Meeting #1.

- 2.4 Final Draft Facility Type Report** – Consultant shall develop the Final Draft Facility Type Report for the PAC incorporating TAC comments. Consultant shall provide the County with a reproducible version of the Draft Facility Type Report for the County to copy and distribute.
- 2.5 PAC Meeting #1** – County shall arrange and co-conduct with Consultant PAC Meeting #1 to gain input on the PAT Destinations Map (from Subtask 1.3), draft PAT Corridor Selection Criteria (revised under Subtask 1.3), and Final Draft Facility Type Report and to brief the PAC on the existing conditions as applicable to the discussion. County shall provide meeting material including an agenda at least two-weeks prior to PAC Meeting #1. County shall provide and distribute meeting summary notes within one week after PAC Meeting #1.

County Deliverables:

- 2A PMT Meeting #2 - logistics and summary notes (Subtask 2.2)
- 2B TAC Meeting #1 - logistics and, summary notes (Subtask 2.3)
- 2C PAC Meeting #1 - logistics and summary notes (Subtask 2.5)

Consultant Deliverables:

- 2a Draft PAT Facility Type Report (Subtask 2.1)
- 2b PMT Meeting #2 (Subtask 2.2)
- 2c TAC Meeting #1 (Subtask 2.3)
- 2d Final Draft Facility Type Report (Subtask 2.4)
- 2e PAC Meeting #1 (Subtask 2.5)

Task 3: Draft Principal AT Corridors

Objectives:

- Identify key AT corridors in Clackamas County that connect communities and key destinations based on the selection criteria.
- Gain feedback from the project committees and public on where they think the PAT Corridors would best be located in order to meet the Project Objectives and Corridor Selection Criteria.

Subtasks

- 3.1 Preliminary PAT Corridor Map Brainstorm/Worksession** – County shall conduct a brainstorm/worksession with the Consultant and County (may include more than the PMT). The purpose of the PAT Corridor Map Brainstorm/Worksession is for participants to collaborate and provide the County input to craft the preliminary PAT Corridor Map including routes and facility types using in part, the route selection criteria developed under Subtask 1.7. The County shall provide the draft PAT Corridor Map developed

under Subtask 1.4 or create an updated version for the worksession as determined by the County PM.

- 3.2 **Draft PAT Corridor Map** – County shall develop a preliminary draft and Draft PAT Corridor Map for TAC review. Corridors must be based on the final PAT Corridor Selection Criteria. PAT Corridor Map must show proposed PAT corridors with routes, indicate the Facility Types (possibly through color-coding) and any existing AT facilities along the corridors. If feasible, and as determined by the County PM, potential local connectors should be shown. County shall revise the preliminary version into the draft version based on and within three weeks of TAC Meeting #2.
- 3.3 **TAC Meeting #2** – County shall arrange and conduct TAC Meeting #2 to present the final PAT Corridor Selection Criteria (as background) and present and gather input on the preliminary draft PAT Corridor Map and Memo. County shall provide meeting material at least one-week prior to TAC Meeting #2 and distribute meeting summary notes within one week after TAC Meeting #2.
- 3.4 **PAC Meeting #2** - County shall arrange and conduct PAC Meeting #2 to present and gather input on the Draft PAT Corridor Map. County PM shall provide meeting material at least one week prior to PAC Meeting #2. County PM shall provide and distribute meeting summary notes within one week of PAC Meeting #2.
- 3.5 **Public Review Draft PAT Corridor Map** – County shall revise Draft PAT Corridor Map into a draft version for public review based on input from TAC Meeting #2 and PAC Meeting #2.
- 3.6 **Virtual Open House Survey Outline**- County shall develop a draft and final Virtual Open House outline, questions or survey. The purpose of the draft and final Virtual Open House outline, questions or survey is to define for the Consultant what specific type of public input is to be solicited through the Virtual Open House. The citizen input sought must include comments on the Public Review Draft PAT Corridor Map and additional ATP products as determined by the County PM. A draft version of the Virtual Open House outline and questions or survey must be sent to (hard copy or electronically) and reviewed by the PMT and their comments reflected in the final version.
- 3.7 **Virtual Open House** - Consultant shall develop a virtual open house that the Consultant links to the project website to explain the Project and to solicit feedback from the public consistent with the survey outline developed by the County under Subtask 3.6 to gain public feedback on the Draft PAT Corridor Map and additional ATP products as determined by the County. The Consultant shall provide public comments and data obtained by the Virtual Open House to the County and the County shall summarize public feedback obtained from the Virtual Open House in the form of a memorandum and

County shall distribute to PMT, TAC and PAC members to inform them for potential project refinements. County shall distinguish the public feedback by citizen comments and staff comments and staff recommended project changes.

- 3.8 Refined PAT Corridor Map** – County shall revise Public Review Draft PAT Corridor Map to incorporate public comment and post on Project website. County may seek PMT, TAC or PAC input via email if further direction on route refinement is needed. Consultant is available for four hours of consultation time under this subtask to contribute toward the revised Public Review Draft PAT Corridor Map.
- 3.9 PAT Corridor Evaluation** – Consultant shall prepare a draft and final PAT Corridor Evaluation based on the Public Review Draft PAT Corridor Map. Consultant shall apply the PAT Corridor Selection Criteria plus other criteria deemed pertinent by County to select alignments if alternatives are included in the Refined PAT Corridor Map and to compare the corridors to one another for prioritization purposes. Consultant shall prioritize the corridors for implementation based on the evaluation results and other criteria deemed pertinent by County. County shall provide consultation time as needed for Consultant under this subtask. Consultant level of effort shall be consistent with the equivalent of three person days to complete analysis and document findings. Final PAT Corridor Evaluation must be prepared after PAC Meeting #3.
- 3.10 PAC Meeting #3** - County shall arrange and conduct PAC Meeting #3 in order to gain 1) consensus on the Refined PAT Corridors; and 2) PAC input on the corridors they recommend to be addressed in Task 4. County shall present the Virtual Open House summary (developed under Subtask 3.6) and draft PAT Corridor Evaluation for their comment. County shall provide meeting material at least one week prior to PAC Meeting #3. County shall provide and distribute meeting summary notes within one week after PAC Meeting #3.

County deliverables

- 3A Preliminary PAT Corridor Map and Brainstorm/Worksession (Subtask 3.1)
- 3B. Draft PAT Corridor Map (Subtask 3.2)
- 3C. TAC Meeting #2 (Subtask 3.3)
- 3D. PAC Meeting #2 (Subtask 3.4)
- 3E. Public Review Draft PAT Corridor Map (Subtask 3.5)
- 3F Virtual Open House On-line Survey Outline (Subtask 3.6)
- 3G Virtual Open House – public feedback summary (Subtask 3.7)
- 3H Refined PAT Corridor Map (Subtask 3.8)
- 3I PAT Corridor Evaluation – consultation as needed (Subtask 3.9)
- 3J PAC Meeting #3 (Subtask 3.10)

Consultant deliverables:

- 3a PAT Corridor Map Brainstorm/Worksession (Subtask 3.1)
- 3b Virtual Open House (Subtask 3.7)
- 3c Refined PAT Corridor Map – (Subtask 3.9)
- 3d PAT Corridor Evaluation (Subtask 3.10)

Task 4: Refine Corridors and Identify Segment Needs

Objectives:

- Identify gaps and deficiencies along identified active transportation corridor.
- Document pedestrian and bicycle needs, system barriers and gaps along active transportation routes.
- Identify solutions and strategies to overcome corridor barriers and gaps.
- Determine wayfinding sign locations for selected PAT Corridor segments.

Subtasks

4.1 PAT Corridor Infrastructure Needs Report– Consultant shall identify the infrastructure needs associated with the 8-12 PAT Corridors identified in Task 3. PAT Corridor Infrastructure Needs Report must be based on Task 2 Facility Type Report and Task 3 corridors. PAT Corridor Infrastructure Needs Report must identify logical segments and lengths for future project development and implementation, following consultation with the County. Report must also recommend Facility Type refinements, if needed. Consultant shall conduct three full days of field review to confirm conditions, including some accompanied by County staff. Consultant shall provide Project segments in a table that includes project name, extent, length, facility type, reason for the project, and planning considerations. Where pavement and right-of-way width data are available, the planning considerations must identify projects where additional pavement width or right of way may be required.

Consultant shall provide draft electronically or in hard copy to PMT for their review and comment. Revisions to incorporate PMT input will be made as part of preparing Draft ATP in Task 5.

4.2 PAT Corridor Signage and AT Amenities Report – County shall identify AT amenities for some or all of the PAT Corridors recommended in Task 3 in the form of draft PAT Corridor Signage and AT Amenities Report for the PMT and final PAT Corridor Signage and AT Amenities Report to be incorporated into the Draft ATP. Amenities include the type and location of wayfinding signage, informational kiosks, and bicycle parking. County must consider the Intertwine guidelines for sign content and placement. County shall provide draft PAT Corridor Signage and AT Amenities Report electronically or in hard copy to PMT for their review and comment. Revisions to incorporate input will be made as part of preparing Draft ATP in Task 5.

- 4.3 Cost Estimates of PAT Corridor Improvements** – Consultant shall provide draft and final planning level cost estimates for the corridors identified in final PAT Corridor Infrastructure Needs Report and organized by low, medium and high cost projects. Consultant shall use County TSP cost estimates where applicable and have the County staff responsible for the County's TSP funding program review the draft. Consultant shall provide draft Cost Estimates of PAT Corridor Improvements electronically or in hard copy to PMT for their review and comment. Revisions to incorporate input will be made as part of preparing Draft ATP in Task 5

County Deliverables

- 4A PAT Corridor Signage and AT Amenities Report (Subtask 4.2)

Consultant Deliverables

- 4a PAT Corridor Infrastructure Needs Report (Subtask 4.1)
4b Cost Estimates of PAT Corridor Improvements (Subtask 4.3)

Task 5: Draft and Recommended ATP

Objective:

- Assemble deliverables into draft and recommended ATP.
- Present and gain PAC comments on draft ATP including priority segments for implementation.
- Prepare for ATP adoption.

Subtasks

- 5.1 Draft ATP** – Consultant shall prepare a preliminary draft and Draft ATP incorporating earlier deliverables using the Table of Contents developed in Task 1 as guidance, an Executive Summary that can be printed separately that describes the AT vision and process, recommendations of the ATP with maps and a recommended project priority list. The preliminary draft ATP must be electronically reviewed by the PMT prior to the joint TAC and PAC meeting and revised to incorporate their comments. County shall post, distribute and collect comments from PMT and other interest groups who have provided comments to the County on draft ATP.
- 5.2 Joint PAC and TAC Meeting #3** – County shall arrange and co-conduct with Consultant a joint TAC and PAC Meeting to gather comments on the Draft ATP and its recommended project priority list.
- 5.3 Recommended ATP** – Consultant shall revise the Draft ATP based on PAC and TAC comments and develop the Recommended ATP for public review and adoption.

Consultant shall provide to both City and WOCPM electronically on CD (in both pdf and editable formats) and two hard copies.

- 5.4 Online ATP**– Consultant shall spend 40 hours of time to assist the County in developing an online version of the final ATP that illustrates the ATP projects on a map and includes descriptions and information about each project segment. Consultant shall document the work accomplished in the form of a report to the PMT.
- 5.5 Proposed Amendments and Supporting Documents** – County shall prepare adoption-ready ordinance and supporting documents for adoption of the Recommended ATP including amendments to Chapter 5 of the Clackamas County Comprehensive Plan, TSP and to the Bicycle and Pedestrian Master Plans and other County documents and plans, as needed. County shall provide to WOCPM electronically on CD (in both pdf and editable formats) and two hard copies.

NOTE ABOUT CONTINGENCY TASK: Only one of the two contingency tasks can be performed based on the Project budget limitations following a Notice to Proceed from WOCPM.

- 5.6 Contingency Meeting #1** – *If needed, the County shall arrange and co-conduct with Consultant either a joint TAC and PAC Meeting, or single PAC Meeting or single PMT Meeting if County PM determines additional input is needed to provide guidance and recommendations on the Draft ATP. County PM shall request in writing the contingency task be approved and have a Notice to Proceed be issued by the WOCPM prior to initiating the task. County shall provide PMT and others, as determined by County PM, summary meeting notes. (See note about contingency task above).*

Contingency Meeting #2 – If needed, the County shall arrange and conduct a joint TAC and PAC Meeting, single PAC Meeting or PMT Meeting if County PM determines additional input is needed to provide guidance and recommendations on the Draft ATP. County PM shall request in writing the contingency task be approved and have a Notice to Proceed be issued by the WOCPM prior to initiating the task. County shall provide PMT and others, as determined by County PM, summary meeting notes. (See note about contingency task above).

- 5.7 Title VI Report** – County shall prepare a summary of Project public involvement and submit to WOCPM by the end of the Project period. The Title VI Report must summarize the Project public involvement and include the number of women and minority individuals who participated in the Project.

County Deliverables:

- 5A Joint PAC and TAC Meeting #3 (Subtask 5.2)
5B Proposed Amendments and Supporting Documents (Subtask 5.5)

- 5C Contingency Meeting #1 or Contingency Meeting #2 (Subtask 5.6)
- 5E Title VI Report (Subtask 5.7)

Consultant Deliverables:

- 5a Draft ATP (Subtask 5.1)
- 5b Joint PAC and TAC Meeting #3 (Subtask 5.2)
- 5c Recommended ATP (Subtask 5.3)
- 5d Online ATP (Subtask 5.4)
- 5e Contingency Meeting (Subtask 5.6)

County Deliverable Table

Task	Description	Budget
1	Project Start and Stakeholder Involvement	
1A	Existing Conditions Report	\$2,000
1B	Project Schedule - updates	\$ 600
1C	Stakeholder Involvement Strategy	\$3,000
1D	PAT Destinations Inventory and Map	\$4,000
1E	Project Website - maintenance	\$3,000
1F	PAT Corridor Selection Criteria – data needed by consultant	\$1,000
1G	ATP Introduction and Table of Contents	\$3,000
1H	Initial Meeting Agendas	\$ 500
1I	PMT Meeting #1	\$2,000
	Subtotal - Task 1	\$19,100
2	Facility Design	
2A	PMT Meeting #2	\$1,500
2B	TAC Meeting #1	\$1,500
2C	PAC Meeting #1	\$1,500
	Subtotal - Task 2	\$4,500
3	Draft Principal Active Transportation Corridors	
3A	Preliminary PAT Corridor Map and Brainstorm/Worksession	\$2,000
3B	Draft PAT Corridor Map	\$2,500
3C	TAC Meeting #2	\$1,200
3D	PAC Meeting #2	\$1,000
3E	Public Review Draft PAT Corridor Map	\$ 600
3F	Virtual Open House On-Line Survey Outline	\$1,700
3G	Virtual Open House - public feedback summary	\$1,000
3H	Refined PAT Corridor Map	\$1,000
3I	PAT Corridor Evaluation- consultation as needed	\$ 400
3J	PAC Meeting #3	\$ 1,500

Task	Description	Budget
	Subtotal – Task 3	\$12,900
4	Refine Corridors and Identify Segment Needs	
4A	PAT Corridor Signage and AT Amenities Report	\$10,000
	Subtotal – Task 4	\$10,000
5	Draft and Recommended ATP	
5A	Joint PAC and TAC Meeting #3	\$1,500
5B	Proposed Amendments and Supporting Documents	\$2,400
5C	<i>Contingency Meeting #1(\$800) or Contingency Meeting 2 (\$1,980)</i>	\$1,980
5E	Title VI Report	\$2,000
	Subtotal – Task 5	\$7,880
	Direct Project Cost	\$2,900
	Subtotal Non-Contingency	\$52,400
	Subtotal Contingency	\$ 1,980
	TOTAL	\$57,280

Consultant Amount per Deliverable Table

Task	Description	Total Fixed Amount Per Deliverable	Schedule
1	Project Start and Stakeholder Involvement		July 2013 – August 2013
1b	Draft Project Schedule	\$ 600	
1e	Project Template	\$ 800	
1f	Project Website	\$ 1,000	
1g	PAT Corridor Selection Criteria	\$ 4,700	
1i	PMT Meeting #1	\$ 1,200	
	Subtotal - Task 1	\$8,300	
2	Facility Design		August 2013 – October 2013
2a	Draft PAT Facility Type Report	\$ 9,750	
2b	PMT Meeting #2	\$ 650	
2c	TAC Meeting #1	\$ 1,400	
2d	Final Draft Facility Type Report	\$ 2,100	
2e	PAC Meeting #1	\$ 750	
	Subtotal - Task 2	\$14,650	
3	Draft Principal Active Transportation Corridors		October 2013 – December 2013
3a	PAT Corridor Map Brainstorm/Worksession	\$ 1,000	

Task	Description	Total Fixed Amount Per Deliverable	Schedule
3b	Virtual Open House	\$ 2,000	
3c	Refined PAT Corridor Map	\$ 450	
3d	PAT Corridor Evaluation	\$ 4,050	
	Subtotal – Task 3	\$7,500	
4	Refine Corridors and Identify Segment Needs		December 2013 – February 2014
4a	PAT Corridor Infrastructure Needs Report	\$ 14,600	
4b	Cost Estimates of PAT Corridor Improvements	\$ 1,900	
	Subtotal – Task 4	\$16,500	
5	Draft and Recommended ATP		February 2014 – April 2014
5a	Draft ATP	\$ 5,600	
5b	Joint PAC and TAC Meeting #3	\$ 1,500	
5c	Recommended ATP	\$ 1,100	
5d	Online ATP	\$ 4,550	
5e	Contingency Meeting	\$ 1,000	
	Subtotal – Task 5	\$13,750	
	Subtotal – Non-Contingency	\$59,700	
	Subtotal – Contingency	\$1,000	
	TOTAL	\$60,700	

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. **Information and Reports.** Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. **Incorporation of Provisions.** Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to

influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING ODOT'S
DBE PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL RIGHTS
AT (503)986-4354.

EXHIBIT D
ELIGIBLE PARTICIPATING COST
DESCRIPTION
PERSONNEL SERVICES
<i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.
<i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.
<i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.
<i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.
SERVICES AND SUPPLIES
In-State Travel - Per Rates Identified in State Travel Handbook
<i>Meals & Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.
<i>Lodging & Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon.
Fares, Taxi, Bus, Air, Etc.
<i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.
<i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.
<i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.
Office Expense
<i>Direct Project Expenses Including:</i>
<i>Photo, Video & Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.
<i>Printing, Reproduction & Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.
<i>Postage</i> - Payment for direct project postage.
<i>Freight & Express Mail</i> - Payment for direct project freight services on outgoing shipments.
Telecommunications
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.
Publicity & Publication
<i>Publish & Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.
<i>Conferences</i> (costs to put on conference or seminars)
Equipment \$250 - \$4,999
NOT ELIGIBLE
Employee Training, Excluding Travel
NOT ELIGIBLE
Training In-State Travel
NOT ELIGIBLE
CAPITOL OUTLAY
NOT ELIGIBLE

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MARC GONZALES
DIRECTOR



DEPARTMENT OF FINANCE

June 20, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2012-2013**

Purpose/Outcome	Budget changes for Clackamas County FY 2012-2013
Dollar Amount and fiscal Impact	No fiscal impact. Transfer of existing appropriations between categories.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2012-June 30, 2013
Previous Board Action/Review	Original Adopted Budget June 28, 2012, Supplemental Budget December 13, 2012 and June 6, 2013
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personal services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.


The Sheriff's Retiree Medical Fund is transferring from contingency to materials and services for higher than anticipated medical premium expense.

The Central Dispatch Fund is reducing contingency and increasing materials and services to cover grant expenditures. Homeland Security grants will reimburse these costs.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,


Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
To Transfer Appropriations Within
the Fiscal Year 2012-13



Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2012 through June 30, 2013, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . Sheriff's Retiree Medical Fund
- . Central Dispatch Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2012 through June 30, 2013.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.450, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED _____

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUESTS

Exhibit A

SHERIFF'S RETIREE MEDICAL FUND

Decrease:		
Expenses		
Contingency	\$	225,600.
Total	\$	<u>225,600.</u>
Increase:		
Expenses		
Materials & Services	\$	225,600.
Total	\$	<u>225,600.</u>

Transferring from contingency to materials and services for higher than anticipated medical premium expense.

CENTRAL DISPATCH FUND

Decrease:		
Expenses		
Contingency	\$	75,000.
Total	\$	<u>75,000.</u>
Increase:		
Expenses		
Materials & Services	\$	75,000.
Total	\$	<u>75,000.</u>

Reducing contingency and increasing materials and services to cover grant expenditures. Homeland Security grants will reimburse these costs.



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JEFF JORGENSEN
MANAGER

FACILITIES MANAGEMENT

CENTRAL UTILITY PLANT

1710 RED SOILS COURT, #200 | OREGON CITY, OR 97045

June 20, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Lease with Howard Cohn
For the District Attorney**

Purpose/Outcome	The Lease is a five-year extension of a lease with Howard Cohn for property occupied by the District Attorney's Person Felony Team.
Dollar Amount and Fiscal Impact	Total rent for the five-year lease term is \$167,328. Annual rent for the initial Fiscal Year 2013/2014 is \$31,524 with three percent (3%) increases in subsequent years.
Funding Source	County General Fund.
Safety Impact	None
Duration	Effective July 1, 2013 and terminating on June 30, 2018.
Previous Board Action	The former extension was approved by the Board of County Commissioners on June 17, 2010 - agenda item B.5.
Contact Person	Jeff Jorgensen, Manager, Facilities Management Division, 503-557-6414

BACKGROUND:

Clackamas County has leased property located at 108 8th Street, Oregon City, known as the Butler Building, since 1996 to house employees of the District Attorney's Office. The current Extension of Lease expires June 30, 2013.

A five-year Lease updating terms and incorporating all extensions has been negotiated with the owner. The property is 3,000 square feet of office and eight parking spaces. The Lease has been reviewed and approved as to form by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve the Lease between Clackamas County and Howard Cohn and that the Chair of the Board be authorized to execute the Lease.

Respectfully submitted,


Jeff Jorgensen
Manager, Facilities Management

LEASE

THIS LEASE is made this 6th day of June, 2013, by and between HOWARD COHN dba MARBAR, his heirs, successors and assigns, hereinafter called "Lessor" and CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessee".

The parties have agreed as follows:

LEASE TERM:

In consideration of the agreements herein contained, the Lessor does hereby let and lease the premises hereinafter described to the Lessee to have and to hold the same for a term of five (5) years, beginning July 1, 2013 and ending at midnight on June 30, 2018.

Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the lease or vacate the premises. The Lease may be extended for one five (5) year period upon such terms as are agreed to by the parties in writing.

PREMISES:

The premises subject to this Lease are situated at 108 8th Street, Oregon City, Clackamas County, Oregon. The leased premises consist of approximately 3,000 square feet of the building and the parking lot with eight (8) spaces located on Assessor's Map T2S, R2E, Section 31AB, Tax Lot 04800.

RIGHT OF FIRST REFUSAL:

If additional space becomes available in the building, Lessor shall not enter into any lease with any third party without first offering Lessee the opportunity to lease the additional space. Immediately following the date such additional space becomes available, Lessor shall offer the right to lease additional space to Lessee in writing. If Lessor does not receive Lessee's written election to lease additional space within ten (10) business days, the rights of Lessee to lease additional space shall be null and void and Lessor shall be free to lease additional space to another tenant.

RENTAL:

Monthly rent during the lease term:

July 1, 2013 through June 30, 2014, monthly rent shall be \$2,627.00
July 1, 2014 through June 30, 2015, monthly rent shall be \$2,705.00
July 1, 2015 through June 30, 2016, monthly rent shall be \$2,786.00
July 1, 2016 through June 30, 2017, monthly rent shall be \$2,870.00
July 1, 2017 through June 30, 2018, monthly rent shall be \$2,956.00

Rent not paid when due shall, after ten (10) days' written notice, bear interest at the rate of one-and-one-half percent per month until paid.

POSSESSION:

Lessee shall be entitled to full use and possession of the premises for the entire lease term.

USE AND ENJOYMENT:

Lessor covenants that Lessee shall be entitled to possession of the premises for government offices and related purposes. Lessee covenants not to use the premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the premises nor create any nuisance upon the same.

OPERATING COSTS:

Lessee shall be responsible for charges for telephone, electrical service, water/sewer, natural gas service and landscape maintenance service relating to this property.

PROPERTY TAXES:

Lessee shall pay the property taxes chargeable against the leased premises or make arrangement for the exemption of such portion of the premises from the payment of property taxes. The rent payable by Lessee has been established to reflect the savings resulting from the exemption granted in ORS 307.112.

ASBESTOS, CHEMICALS, AND OTHER MATERIALS AND CONDITIONS RELATING TO SAFE WORK ENVIRONMENT:

1. Lessor assures that the leased premises are safe, healthful, and in compliance with all state and federal OSHA rules and regulations, and all other state structural, building, fire and specialty code requirements.
2. If conditions pre-exist, or arise, which are determined to be violations of any state or federal OSHA rule or regulation or any specialty code requirement, Lessor will be allowed a reasonable period in which to modify and correct the violation to achieve compliance. If Lessee deems that there is any imminent danger to employees or to the public, Lessor must correct the violations immediately. Lessor shall make every effort to achieve full compliance within thirty (30) days.

In the event Lessor does not correct any condition as required in items 1 and 2 above, Lessee has the right to terminate this Lease immediately, and shall have no further responsibility to Lessor under this Lease agreement.

INSPECTION:

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the premises at reasonable times to inspect the premises and examine the condition thereof upon forty-eight (48) hours' written notice, except in the event of an emergency, in which event no notice shall be necessary.

ALTERATIONS:

Lessee may perform leasehold improvements and make subsequent non-structural modifications and alterations to the building, provided that Lessee will obtain Lessor's prior written approval of any proposed modifications or alterations of the improvements on the property. Such approvals will not be unreasonably withheld and will be given or denied within ten (10) business days after receipt of a written request for approval and such plans or other information as Lessor may reasonably require. Whether or not Lessor's consent is required under this Lease, Lessee will keep Lessor informed as to modifications and alterations of the premises performed or to be performed by Lessee. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

All alterations undertaken by the Lessee shall be at Lessee's sole expense. Any alterations or improvements by Lessee that cannot reasonably be removed by Lessee without damaging the premises shall become the property of the Lessor upon termination of this Lease.

ELECTRICAL AND BUILDING OVERLOADS:

Lessee shall not overload the floors or electrical circuits or alter the plumbing or wiring of the premises or building without the written consent of Lessor which Lessor shall not unreasonably withhold.

MAINTENANCE:

Lessor shall be responsible for necessary maintenance and repair of the building foundation, roof, sidewalks, exterior walls, structural members, and for necessary water, sewage and electrical repairs so long as not made necessary by Lessee's negligence, misuse or failure to comply with any provisions of this Lease. Lessor shall be responsible for major repairs and/or replacement of heating and air conditioning components.

Any repairs or maintenance performed on or around the leased premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by the Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

Lessee shall be responsible for routine maintenance of heating and air conditioning equipment including filter changes.

Lessee shall be responsible for non-structural interior maintenance, including janitorial services. Lessee shall maintain premises in a neat condition, free of trash and debris, in good order and repair.

Lessee shall promptly notify Lessor of any necessary repairs and shall, if necessary to protect the leased premises from imminent damage prior to such notice, arrange for necessary emergency repairs. Payment for emergency repairs shall be the responsibility of Lessor.

Lessee shall be responsible for all damages to the leased premises resulting from burglary or attempted burglary and shall repair and maintain all windows and doors.

REPAIR BY LESSOR:

Lessor shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Lessee and Lessor fails to commence efforts to remedy the problem in a reasonable time and manner. Repair of damage caused by negligent or intentional acts or breach of this Lease by Lessee, its employees, invitees or licensees shall be at Lessee's expense.

LIEN CLAIMS, LIABILITY:

Lessee shall not allow any liens to attach to the building or Lessee's interest in the premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the premises. Any labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

PLACE OF PAYMENT AND NOTICE:

Any notice to which Lessee shall be entitled under this lease shall be delivered or sent to Clackamas County Facilities Management, 1710 Red Soils Ct., #200, Oregon City, OR 97045. Place of payment and notice for Lessor shall be mailed to Howard Cohn, c/o Susan Savage, 3952 NW Craig Dr., Beaverton, OR 97006. Place for notices may be changed by written notice from the party changing address.

INDEMNIFICATION:

Each party shall hold the other party harmless from and against any claim, loss, expense or damage to any person or property in or upon the demised premises arising out of any act or omission of that party or its employees or agents. It is understood that Clackamas County's liability is subject to the limits of the Oregon Tort Claims Act, ORS 30.270 through 30.275.

Lessee shall be responsible for insuring or self insuring its personal property and trade fixtures located on the premises and any alterations or tenant improvements it has made to the premises. Neither Lessor nor Lessee shall be made liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the other risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement.

Pursuant to the authority granted in ORS 30.282, the Lessee has become self-insured.

LITIGATION COSTS:

If any suit, action or proceeding is brought to collect rent due or to become due or to

obtain possession or in connection with any covenant or condition of any portion of this lease, the prevailing party in such suit or action, including any appeal therefrom, shall be entitled to recover from the unsuccessful party therein such sum as the court may adjudge reasonable as attorney's fees in said suit or action.

TOTAL OR PARTIAL DESTRUCTION:

Lessor agrees to insure the building on the premises against risks as covered by a standard all risk insurance policy, including water damage and sprinkler leakage, with extended coverage. So long as this provision does not invalidate or limit the extent of Lessor's coverage under such insurance policies, Lessor does hereby waive the right of subrogation against Lessee, Lessee's agents or employees, under such fire insurance policy or policies. If the leased portion of the building on the premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent of less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the premises in substantially the same condition in which it was previous to the destruction. If the structure shall be damaged more than thirty percent (30%), Lessor shall not be required to build but may do so at Lessor's option. Percentage of damage shall be determined by the fire insurance underwriter. If Lessor shall elect to rebuild and repair the premises in the last mentioned instance, Lessor shall give written notice of Lessor's intention to do so to the Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30) days, this Lease shall terminate. If the premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the premises within sixty (60) days from date of damage, Lessee may terminate this Lease at Lessee's option. During any period of time during which the premises shall be unusable, rental shall abate entirely and if the operation of the business on the premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the premises and said impairment of business. If the fire insurance premium rates shall increase in any way by reason of Lessee's activities on the premises, Lessee shall reimburse the Lessor promptly for the cost of any premium in excess of the amount the Lessor would have been required to pay for insurance had it not been for the Lessee's activities or use and shall be added to the rent as charge against the Lessee.

HAZARDOUS SUBSTANCES:

Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the premises. Lessee may use or otherwise handle on the premises only those Hazardous Substances typically used in the prudent and safe operation of the office. Lessee may store such Hazardous Substances on the premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. On the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the premises. The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous Substance* shall mean any

hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

ASSIGNMENT AND SUBLETTING:

Lessee shall not have the right to assign this lease without the written consent of Lessor.

No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this Lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Lessor shall not unreasonably withhold its consent to any assignment, or to subletting provided that subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the building for comparable space and the proposed lessee is compatible with Lessor's other lessees and Lessor's normal standards for the building. If Lessee proposes a subletting or assignment to which Lessor is required to consent under this paragraph, Lessor shall have the option of terminating this lease and dealing directly with the proposed sublessee or assignee, or any third party.

HOLDING OVER:

If Lessee shall hold over and remain in possession of said premises after expiration of this Lease without any written lease actually being made, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a month-to-month tenancy which may be terminated at any time by Lessor upon sixty (60) days' notice to Lessee.

EMINENT DOMAIN:

If the entire premises or entire access shall be taken under power of eminent domain, this Lease shall terminate, and Lessee shall immediately vacate said premises within ninety (90) days after receipt of notice of said termination or earlier, if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and premises and Lessee shall not be liable for any subsequent rent. If only a part of the premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this Lease or extension thereof, proportionate to the loss of use of the premises by Lessee. In no event shall Lessee participate in any condemnation award or settlement.

WAIVER:

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition, covenant or otherwise.

TERMINATION AND BREACH:

If Lessee fails to pay any rental payment by the 15th day of the month in which it is due, Lessor may terminate this Lease by sixty (60) days' written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover any rent due and payable, or other damages or relief. Within sixty (60) days of receipt of said notice, Lessee shall vacate the premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than 10 days' written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended.

If Lessee breaches any covenants or conditions of this Lease other than payment of rent, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days' written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover damages or other relief. Within sixty days (60) of sending said notice, Lessee shall vacate the premises.

If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this lease by sixty (60) days' written notice thereof to Lessor, without waiver of any rights Lessee may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending said notice, Lessee shall vacate the premises.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

SURRENDER:

On expiration or early termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the premises clean and in the same condition as at the commencement of the term subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

CONSTITUTIONAL DEBT LIMITATION:

This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

WARRANT OF AUTHORITY:

The undersigned, Howard Cohn, warrants and represents that he has full authority to sign as Lessor.

Dated this _____ day of _____, 2013.

LESSEE
CLACKAMAS COUNTY
BOARD OF COMMISSIONERS

LESSOR
Howard Cohn
c/o Susan Savage
3952 NW Craig Dr.
Beaverton, OR 97006

Chair

543-22-9531
Social Security #

Recording Secretary


Signature

Approved as to form
David W. Anderson
County Counsel

Howard Cohn
Name, Printed

5/26-13
Date

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ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

June 20, 2013

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF INTERGOVERNMENTAL
AGREEMENT NO. 0607133 AMENDMENT NO 3
BETWEEN CLACKAMAS COUNTY AND
MULTNOMAH COUNTY FOR DETENTION SERVICES**

This Intergovernmental Agreement is being entered into between Clackamas County and Multnomah County to extend our current detention contract for 14 secure custody beds through June 30, 2014.

RECOMMENDATION: I recommend the Board of County Commissioners approve the attached Intergovernmental Agreement No 0607133 Amendment No 3 as submitted.

Sincerely,

Ellen Crawford
Ellen Crawford
Director

For more information on this issue or copies of attachments, please contact Crystal Wright at 503-655-8342 ext 7112.

MULTNOMAH COUNTY

INTERGOVERNMENTAL AGREEMENT #0607133 AMENDMENT #3

This is an Amendment to Multnomah County Contract, referenced above, effective July 1, 2013, between Multnomah County, hereinafter referred to as County, and Clackamas County, hereinafter referred to as Contractor.

The parties agree:

I. The following changes are made to Agreement No. 0607133:

(Note: Wording with strikethrough is being deleted; wording in bold italics is being added.)

A. Amend Section V.A., AGREEMENT TERM AND TERMINATION, to read as follows:

A. The term of this Agreement shall be from July 1, 2007 through June 30, 2013 **2015**, with an option to renew for an additional two (2) years applying an annual increase based on the CPI-W calculated on the second half of the preceding fiscal year unless modified or terminated according to the terms of this Agreement.

B. Amend Section III.C., Compensation Rates and Mode of Payment, §2., to read as follows

2. Based upon the four (4) year **phase-in cost** and the 3% per year inflation, Clackamas and Multnomah agree that the bed day rates per year for fourteen (14) beds will not exceed the amounts listed below for each year of this Agreement. However, should the Actual Operating Cost per bed day be less than the **phase-in cost** projected below, Multnomah will charge Clackamas the lower Actual Operating Cost as calculated by Multnomah. Clackamas will pay the full cost of all fourteen (14) beds in each year regardless of whether or not they are utilized.

<u>Fiscal Year</u>	<u>Bed Day Rate</u>	<u>Annual Cost 14 Beds</u>
2007-2008	\$196.18	\$1,005,226.32
2008-2009	\$225.61	\$1,152,867.10
2009-2010	\$259.45	\$1,325,789.50
2010-2011	\$277.15	\$1,416,236.50
2010-2011 (four additional beds)	\$125.00	\$136,500.00
2011-2012	\$282.69	\$1,448,503.56
2012-2013	\$282.69	\$1,444,545.90
2013-2014	\$282.69	\$1,444,545.90

2014-2015

The rate of the juvenile detention beds will increase based on the Consumer Price Index (CPI-W) calculated on the second half of the preceding fiscal year, within a range of 0-3%, unless modified or terminated according the terms of the agreement.

II. All other terms and conditions of the contract shall remain the same.

SIGNATURES

MULTNOMAH COUNTY, OREGON

Department Director or
Designee:

[Handwritten Signature] ^{for} Scott Taylor

Print Name: Scott Taylor

Date: May 9, 2013

CLACKAMAS COUNTY, OREGON Board of County Commissioners

Signature:

Print Name: John Ludlow, Chair

Title: Chair

Date: _____

REVIEWED:

JENNY M. MORF,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Deputy County Attorney

/s/ Jacquie Weber

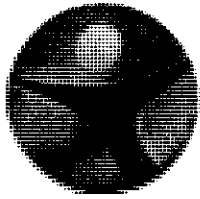
Date: May 8, 2013

Approved as to
form by:

K Ybarra by email

Date: 6/4/2013

Recording Secretary



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

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

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June 20, 2013

Board of County Commissioners
Acting as the Governing Body of the
North Clackamas Parks and Recreation District

Members of the Board:

Approval of Pioneer Park as the New Name for the Sunnyside Village Park #5 Property

Purpose/Outcomes	Approval of Pioneer Park as the new name for the Sunnyside Village Park #5 Property
Dollar Amount and Fiscal Impact	None
Funding Source	NCPRD General Fund
Safety Impact	None
Duration	Indefinitely
Previous Board Action/Review	04/18/06: Park and Facility Naming Policy and Process 07/17/12: Parkland acquisition and development approval
Contact Person	Jeroen Kok, NCPRD Planning, Development and Resource Manager, 503-742-4421

BACKGROUND:

The Board has approved a purchase agreement and development agreement for acquisition and construction of the 2.2 acre Sunnyside Village Park #5. The park is the last park to be developed as part of the Sunnyside Village community. NCPRD hosted a community meeting in June, 2012, to gather input on the desired amenities and develop a concept plan for Park #5, and worked with Icon (Hidden Falls, LLC), the developer of the adjoining community, and Mears Design Group, to develop final construction plans and specifications. The final concept plan is included as an attachment to this staff report. The developer has begun construction of the park and NCPRD will take ownership of the park at completion. The park is expected to be complete in summer, 2013.

The District Advisory Board began a park naming process for the Sunnyside Village #5 property in January, 2013. This process occurred in accordance with the adopted NCPRD Park Naming Policy, approved by the Board of County Commissioners on April 18, 2006. Residents of the District were invited and encouraged to participate in the naming process through multiple avenues. A naming committee including three NCPRD Advisory Board members and an NCPRD staff member considered public comment and narrowed the list of submitted names to three names that best fit the proposed park and surrounding neighborhood: Pioneer Park, Trails West, and Hidden Falls.

The committee and the District Advisory Board recommend naming the future park Pioneer Park. This name was recommended by two members of the community, refers to the local history of Clackamas County, and aligns with SE Pioneer Drive, the road that provides access to the park. The NCPRD Advisory Board (DAB) reviewed the name at their May 29, 2013 meeting and agrees with the recommendation of the naming committee and recommends one alternative name, Trails West, for Board review.

RECOMMENDATION:

Staff and the NCPRD Advisory Board respectfully recommend that the Board of Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approve the future park to be named Pioneer Park.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gary Barth". The signature is stylized with a large, looped initial "G" and a distinct "B".

Gary Barth
Director



PROPOSED NEIGHBORHOOD PARK

HIDDEN FALLS DEVELOPMENT, LLC

FINAL CONCEPT 'A'



MEARS DESIGN GROUP
LANDSCAPE ARCHITECTS

MEARS DESIGN GROUP LANDSCAPE ARCHITECT

THETA ENGINEERING, LLC CIVIL ENGINEER

RICHARD E. GIVENS CONSULTING PLANNER

DATE: 10/15/13
SCALE: 1" = 20'

