

AGENDA

Thursday, May 5, 2016 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-39

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION *(Following are items of interest to the citizens of the County)*

1. Presentation of the 2015 Traffic Safety Commission Annual Report (Joe Marek, Department of Transportation & Development)

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

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

1. Resolution No. _____ Amending Appendix A, Fees of the Clackamas County Code to Implement the Transportation & Development Septic & Onsite Wastewater program Fee Schedule (Diedre Landon, Department of Transportation & Development)

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

A. Health, Housing & Human Services

1. Approval of a Revenue Agreement with CareOregon Inc. for primary Care, Dental and Chemical dependency Treatment Services – *Health Centers*
2. Approval of a Revenue Agreement with CareOregon for Dental Health Expansion – *Health Centers*
3. Approval of the Housing and Community Development 2016 Action Plan – *Housing & Community Development*

B. Department of Transportation & Development

1. Approval of Amendment No. 1 to Local Agency Agreement No. 29996 with Oregon Department of Transportation for the Clackamas County Freight Intelligent Transportation System Project
2. Approval of a Contract with Farline Bridge, Inc. for Construction of the Pudding River (Whiskey Hill Road) Bridge Project - *Procurement*

C. Elected Officials

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

V. DEVELOPMENT AGENCY

1. Approval of Amendment No. 1 to the Contract with HDR Engineering Inc. for Consulting Services for Engineering Design and Construction Plans for the Boyer Drive Extension Project - *Procurement*

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 5, 2016

Board of County Commissioner
Clackamas County
Members of the Board:

Acceptance of the 2015 Clackamas County Traffic Safety Commission Annual Report

Purpose/Outcomes	Accept the 2015 Traffic Safety Commission Annual Report
Dollar Amount and Fiscal Impact	NA
Funding Source	Road Fund
Duration	NA
Previous Board Action	The BCC accepts the Traffic Safety Commission's report annually.
Strategic Plan Alignment	1. Aligns with plan to reduce fatal and serious injury crashes 2. Aligns with Performance Clackamas Goals in reducing transportation-related fatalities
Contact Person	Joseph Marek, Transportation Safety Program Manager, 503-742-4705

BACKGROUND:

The Traffic Safety Commission has operated continuously since 1980. The mission is to work with staff to reduce fatal and serious injury crashes using a 5E approach including Education, Emergency Medical Services, Enforcement and Engineering. This eleven member board has devoted many hours to this mission and the 2015 Traffic Safety Commission Annual Report highlights these efforts.

RECOMMENDATION:

Staff respectfully recommends acceptance of the 2015 Clackamas County Traffic Safety Commission Annual Report.
Respectfully submitted,

M. Barbara Cartmill, Director



CLACKAMAS
C O U N T Y

**TRAFFIC SAFETY
COMMISSION
ANNUAL REPORT
2015**

“Celebrating 35 Years of Traffic Safety Advocacy”





2015 TRAFFIC SAFETY COMMISSION ANNUAL REPORT EXECUTIVE SUMMARY

The Clackamas County Traffic Safety Commission (TSC) is pleased to submit its 2015 Annual Report summarizing the efforts of this citizen commission. Promotion of traffic safety and providing recommendations to the Traffic Engineering Section is a key role for this volunteer citizen commission since its formation 35 years ago in 1980. During 2015, the commission's eleven members collectively dedicated approximately 300 hours of their time towards a variety of traffic safety causes.

The Transportation Safety Action Plan (TSAP) has shaped the work of the TSC focusing on the safety of all road users and advocating for the reduction of fatal and serious injury crashes. The ambitious TSAP goal is to reduce Fatal and Serious Injury Crashes 50 percent by 2022. As new members got settled in to their roles, they have been supporting safety efforts bringing new ideas and various concerns to the attention of Staff.

Two key projects in 2015 included a full update and merger of the TSC Bylaws and Standard Operating Procedures, which had not received major updates since 1980! The second big project was updating the traffic law and safety questions used for the Safety Wheel, which is a fun and engaging way to educate people about transportation safety. The former questions were over 10 years old, and many of the topics were very out of date. The TSC spent several months updating the questions to reflect current law and traffic safety issues that address present day topics in our community.

Safety Street remains very popular at that the Clackamas County Fair. Over 1,800 children and their families learned about all aspects of transportation safety as they visited the many displays, including the Traffic Safety Commission booth. Children and adults got to spin the Safety Wheel and answer the updated safety questions. TSC members coordinated and provided nearly 100 percent coverage of the booth during the fair, a very impressive demonstration of their commitment to traffic safety.

The TSC greatly appreciates the support of the Board of County Commissioners, Barb Cartmill, DTD Department Director, and Mike Bezner, Assistant DTD Director, as well as liaison staff and Danielle Couch. With this support, the TSC remains dedicated to reducing injuries and fatalities on roadways within the County

Respectfully submitted:

Chris Larsen, Chair

Joseph F. Marek, PE, PTOE, Staff Liaison

INTRODUCTION

The Clackamas County Traffic Safety Commission (TSC) is an advisory committee established by the Clackamas County Board of Commissioners in 1980. The primary duties and responsibilities of the TSC are to work towards programs that reduce injuries and fatalities due to traffic crashes throughout the County.

The TSC consists of up to twelve private citizens, one student, and three staff members represented by: Traffic Engineering (2), and the Sheriff's Office (1). Traffic safety encompasses the five "E's": Engineering, Education, Enforcement, Emergency Services and Evaluation.

The five E's are addressed within the functional areas as listed below:

- Alcohol/drugs related to traffic safety
- Codes and laws related to traffic safety
- Driver education
- Highway design, construction and maintenance
- Identification and surveillance of crash locations
- Pedestrian & bicycle safety
- Traffic data
- School bus & school zone safety
- Traffic control devices

This effective group of volunteers shared in the County's belief that citizens can play an important role making our transportation system safer. They generously contribute their time and expertise to collaboratively improve the safety of the County road system for all users.

MISSION STATEMENT

To give the citizens of Clackamas County a forum to voice traffic safety concerns, evaluate related issues, provide a liaison with County agencies and promote traffic safety.

2015 TRAFFIC SAFETY COMMISSION MEETING HIGHLIGHTS

January	<ul style="list-style-type: none"> • <i>No Meeting</i>
February	<ul style="list-style-type: none"> • <i>Elected Chair, Chris Larsen, Vice-Chair, Bryan Loveness</i> • <i>Reviewed 2014 preliminary Fatal list (34)</i> • <i>Discussed street lighting on McLoughlin Blvd.</i> • <i>Discussed linkage between health and transportation as an important component of reducing fatal and serious injury crashes</i>
March	<ul style="list-style-type: none"> • <i>Discussed safety training opportunities</i> • <i>Worked on revised questions for safety wheel</i> • <i>Discussed Positive Culture Framework as a tool for safety improvement</i>
April	<ul style="list-style-type: none"> • <i>Discussed update of County crash cause diagram (Venn Diagram) showing relationship between Vehicles, Humans and the Roadway in crashes</i> • <i>Discussed first quarter preliminary fatal list</i> • <i>Discussed Drive to Zero outreach opportunities and topics</i>
May	<ul style="list-style-type: none"> • <i>Field Trip – Traffic Safety Supply in Milwaukie – tour of traffic sign manufacturing facility and wholesaler of traffic control products</i>
June	<ul style="list-style-type: none"> • <i>Planning and preparation for County Fair</i> • <i>Discussed intersections listed for conversion from two-way to all-way stop-control to improve safety</i> • <i>Discussed capacity, safety and new roadway projects planned or under construction in the Clackamas Town Center area</i> • <i>Discussed World of Speed regarding safety collaboration</i>
July	<ul style="list-style-type: none"> • <i>No Meeting</i>
August	<ul style="list-style-type: none"> • <i>Discussed most recent preliminary fatality list from ODOT</i> • <i>Staffed TSC booth at County Fair</i> • <i>Discussed revised bylaws for TSC</i> • <i>Discussed pilot project examining Health and Safety in all County policies</i>
September	<ul style="list-style-type: none"> • <i>Discussed most recent preliminary fatality list from ODOT</i> • <i>Discussed how County Fair went and changes for 2015</i> • <i>Discussed safety Rosemont Road and completion of multi-use path</i> • <i>Discussed 2016 training opportunities</i>
October	<ul style="list-style-type: none"> • <i>Mr. Jim Hofer, discussed safety concerns on Mulino Road</i> • <i>Discussed most recent preliminary fatality list from ODOT</i> • <i>Discussed attending ODOT Transportation Safety Conference</i> • <i>Discussed planned vehicle wraps for County Library Network vans</i>
November	<ul style="list-style-type: none"> • <i>Discussed findings from Washington State Transportation Safety Commission regarding marijuana and crashes</i> • <i>Discussed third quarter preliminary fatal list for the County</i> • <i>Discusses status of the two County Safety Corridors – Redland Road and Union Mills Road</i>
December	<ul style="list-style-type: none"> • <i>TSC participated in 2nd Annual Transportation Safety Jeopardy</i>

ATTENDANCE CLACKAMAS COUNTY TRAFFIC SAFETY COMMISSION

Status	Name	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15		
Member	Albrecht, Catherine	N o M e e t i n g H e l d		X	X	F i e l d T r i p	X	N o M e e t i n g H e l d			X	X	N o M e e t i n g H e l d		
Member	Burke, Brian		X	X	X					X	X	X			X
Member	Fontaine, Bruce		X	X							X	X		X	X
Member	Fudali, Steve		X	X	X					X	X	X		X	X
Member	Karl, Bob		X	X	X					X	X	X		X	X
Member	Larsen, Christopher		X	X	X						X	X		X	X
Member	Loveness, Bryan		X	X						X		X		X	X
Member	McCarty, Nathan		X	X	X					X	X			X	X
Member	Straightmillan, Phyllis				X					X	X	X		X	X
Member	Vonderheit, Carol		X	X	X					X		X		X	X
Member	Wilson, Michael		X	X							X	X			X
Staff	Marek Joe		X	X	X					X	X	X		X	X
Staff	Couch Danielle		X		X					X	X	X		X	X

Legend	
	Unexcused absence or resigned
	Excused absence
	Not on board
X	Attended

CLACKAMAS COUNTY TRAFFIC SAFETY COMMISSION



**SPECIAL FEATURE:
REINVENTING
THE
SAFETY WHEEL**

SAFETY WHEEL

UPDATING OF QUESTIONS

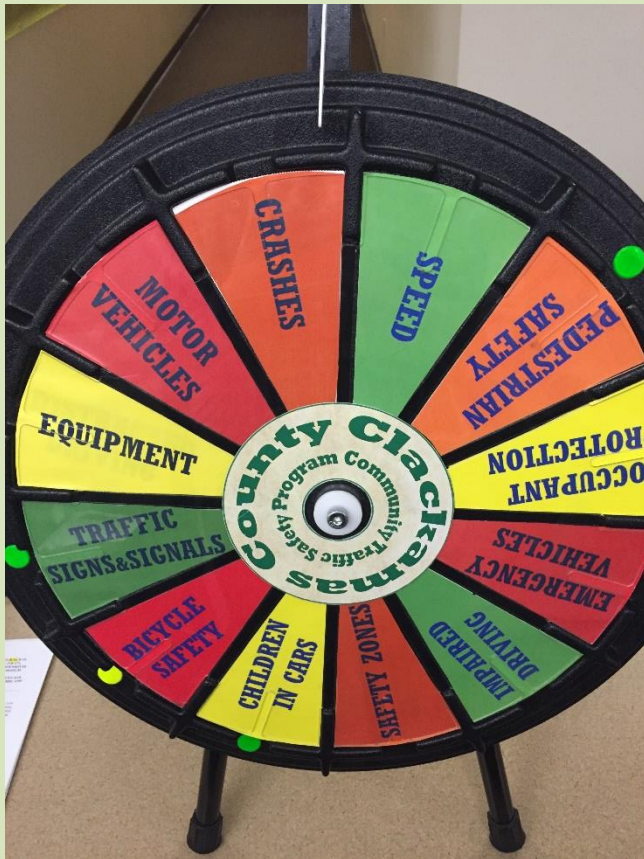
- Used at public events including County Fair
- Spin the wheel and answer a safety question
 - Questions developed in early 2000's by ODOT
 - New laws have taken affect
 - Some questions have changed
- 12 categories
 - 14 pages of questions!
- Big task to update



National Strategy On Highway Safety[®]
PROUD PARTNER
TowardZeroDeaths.org



NEW SAFETY WHEEL



- New categories
- New questions
- Thanks TSC for your hard work!



National Strategy On Highway Safety[®]
PROUD PARTNER
TowardZeroDeaths.org





M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 5, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**ADOPT A RESOLUTION AMENDING APPENDIX A, FEES OF THE CLACKAMAS COUNTY CODE
TO IMPLEMENT THE TRANSPORTATION & DEVELOPMENT SEPTIC AND ONSITE
WASTEWATER PROGRAM FEE SCHEDULE**

Purpose/Outcomes	Adopt a resolution to implement a fee schedule for the Septic & Onsite Wastewater Program (SOWP).
Fiscal Impact	The SOWP program is a new program to Transportation & Development so this is a new DTD fee schedule in the County Code.
Funding Source	Development & Other Permit Fee(s)
Previous Action	The fees were originally reviewed with the Board of County Commissioners in October 2015 during discussions regarding the transfer of the SOWP program from Water Environment Services to Transportation & Development. A Study session was held with the Board of County Commissioners regarding the adoption of this fee schedule on March 22, 2016.
Strategic Plan Alliance	<ol style="list-style-type: none"> 1. Build public trust through good government – by ensuring that fees for service are transparent to the public and are recovering costs so that taxpayers aren't: <ol style="list-style-type: none"> a. unduly subsidizing private activities; or b. unfairly burdened. 2. Ensure safe, healthy and secure communities – by ensuring proper permits and inspections are acquired to ensure public health and safety
Contact Person	Diedre Landon, Administrative Services Manager – Transportation & Development (503.742.4411)

BACKGROUND

On March 22, 2016, County Staff met with the Board of County Commissioners for the annual review of proposed fees and fines for the coming fiscal year. During the meeting, Transportation and Development staff requested consideration of a new fee schedule for the Septic & Onsite Wastewater Program due to the transition of the former Water Environment Services (WES) Soils program to the Department of Transportation & Development.

The transition of the Septic & Onsite Wastewater Program, formerly known as the Soils Division, from WES to DTD was approved by the BCC in December 2015. This transfer is underway. WES is repealing their current fee schedule and DTD is requesting adoption of a fee schedule to support the administration of this permitting program.

Staff asked the Board to place the Septic & Onsite Wastewater fee schedule on a consent or regular agenda for adoption at the next available Board Business Meeting. Due to the special circumstances of this adoption, this request was granted and we are bringing these fees back to the Board for adoption. In some cases, we are requesting an increase in our current fees to adopt fees currently included in the DEQ fee table, in order to accommodate the hiring of a second Technical Services Specialist to improve permit processing timelines. DEQ was used as the baseline because if Clackamas County did not provide these services, the program would relinquish to Oregon DEQ and their fee structure would apply to these same permits.

- The Commercial Repair Review Fee (601-2,500 gallons per day) is a new fee that would be added to the typical commercial repair permit to cover the plan review and analysis on larger systems. This fee is not currently adopted by DEQ, so we are requesting adoption of a \$221 fee (which is the average fee of other agencies in the region).
- We are requesting an increase of the Pumper Truck Inspection fees from \$60-120 to \$103-230. This program is disruptive to staff – it pulls them away from other processes. During our review, we saw that the DEQ fee is the same as our current fee, so we are asking to adopt the average fee adopted by other agencies in the region so that a lower fee does not encourage all of the contractors to come to CC for inspection. Even with this increase, a majority of the Multnomah County pumper trucks will come to Clackamas County for their inspections due to the low proposed fees (\$103-231) when compared to Multnomah County (\$298-740).
- DEQ requires permitting agencies to collect a DEQ surcharge on all permits issued by the agency. Historically WES has paid the Oregon DEQ Surcharge out of the existing rate table, this reduces revenue from applicable fees by \$100 per permit. DTD is requesting adoption of a separate DEQ surcharge of \$100, which is consistent with other jurisdictions in the region. Upon adoption of the fee schedule, the surcharge will be captured on the permits indicated with an asterisk (*) in the fee table.

Despite wet weather conditions, permit submittals in the Septic & Onsite Wastewater Program have been roughly 10% higher during the first 60-days of 2016, than the first 60-days of 2015. We anticipate the increase in submittals will remain consistent, if not rise as the weather dries out. To manage our customer service during the transition from WES, and to accommodate the increasing workloads, staff requested that the new DTD Septic & Onsite Wastewater Program fee schedule be adopted before the new fiscal year.

Adoption of the proposed fees will help align our fee structure with DEQ and other agencies, while also providing the resources necessary to hire an additional FTE so that we can get the soils scientists into the field and reduce our processing time and permit backlog.

ATTACHMENTS:

Attachment 1: Resolution Amending Appendix A: Fees, of the Clackamas County Code

RECOMMENDATION

Staff recommends the Board of County Commissioners adopt the attached Resolution amending Appendix A: Fees, of the Clackamas County Code.

Respectfully submitted,

Dan Johnson, Assistant Director - Development
Transportation & Development

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COUNTY
COMMISSIONERS ADOPTING
CERTAIN COUNTY FEES

Resolution No.

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

Section 1: Pursuant to Section 1.01.090 of the Clackamas County Code, the Board adopts the proposed Septic & Onsite Wastewater Program fees, as shown in Attachment A, which are incorporated by this reference; and

Section 2: The Board hereby directs that the fees shown in Attachment A shall be added to the fee table in Appendix A of the Clackamas County Code under the heading of the Department of Transportation and Development, and the existing fees shown in Attachment B shall be removed from the fee table in Appendix A of the Clackamas County Code under Water Environment Services.

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

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

Section 5: Effective Date. The changes to fees authorized by Section 1 of this resolution and shown on the attachment shall be become effective May 9, 2016.

DATED this _____ day of _____, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

Attachment A – Transportation & Development: Septic & Onsite Wastewater Program Fee Table

Description	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. Fee	Current Water Environment Services (WES) FEE amount	Proposed Transportation & Development (DTD) FEE amount	Comparable
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DTD - SEPTIC & ONSITE WASTEWATER PROGRAM

New Site Evaluation - Residential & Commercial

<i>Single Family Dwelling - per lot.</i>	ORS 454.725			X	\$695	\$735*	DEQ = \$735; Lane = \$680; Washington = \$780; Multnomah = \$1,898; Marion = \$625; Average = \$933
<i>Residential Plan review fee (in addition to permit fees)</i>	ORS 454.725			X	\$0	\$85	DEQ = \$85
<i>Commercial Facility or Community System - first 1,000 gallons</i>	ORS 454.725			X	\$695	\$735*	DEQ = \$735; Lane = \$680; Washington = \$780; Multnomah = \$1,898; Marion = \$625; Average = \$933
<i>Commercial Facility or Community System - each additional 500 gallons</i>	ORS 454.725			X	\$695 + \$160 per each 500 gallons greater than 1,000	\$735 + \$176 per each 500 gallons greater than 1,000	DEQ = \$176; Lane = \$176; Washington = \$176; Multnomah = \$448; Marion = \$120; Average = \$219

Construction Permits

<i>Standard System</i>	ORS 454.725			X	\$720	\$1,296*	DEQ = \$1,008-\$1,296; Lane = \$1,008; Washington = \$964; Multnomah = \$3,392; Marion = \$750; Average = \$1,447
<i>Pressure Distribution</i>	ORS 454.725			X	\$920	\$1,469*	DEQ = \$1,235-\$1,469; Lane = \$1,235; Washington = \$1,335; Multnomah = \$3,392; Marion = \$990; Average = \$1,656

Attachment A – Transportation & Development: Septic & Onsite Wastewater Program Fee Table

Description	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. Fee	Current Water Environment Services (WES) FEE amount	Proposed Transportation & Development (DTD) FEE amount	Comparable
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DTD - SEPTIC & ONSITE WASTEWATER PROGRAM, continued							
Construction Permits, continued							
<i>Alternative Treatment Technology</i>	ORS 454.725			X	\$1,000	\$1,469*	DEQ = \$1,235-1,469; Lane = \$1,235; Washington = \$1,135; Multnomah = \$3,392; Marion = \$990; Average = \$1,616
<i>Redundant System</i>	ORS 454.725			X	\$720	\$1,296*	DEQ = \$1,008-1,296; Lane = \$1,008; Washington = \$1,108; Multnomah = \$2,497; Marion = \$750; Average = \$1,297
<i>Steep Slope</i>	ORS 454.725			X	\$740	\$1,296*	DEQ = \$1,008-1,296; Lane = \$1,008; Washington = \$1,108; Multnomah = \$2,497; Marion = \$752; Average = \$1,298
<i>Tile Dewatering</i>	ORS 454.725			X	\$890	\$1,469*	DEQ = \$1,235-1,469; Lane = \$1,235; Washington = \$1,335; Multnomah = \$3,392; Marion = \$990; Average = \$1,656
<i>Seepage Trench</i>	ORS 454.725			X	\$720	\$1,296*	DEQ = \$1,008 -1,296; Lane = \$1,008; Washington = \$1,108; Multnomah = \$2,497; Marion = \$750; Average = \$1,297
<i>Gray Water Disposal Sump or other Nonwater-Carried System</i>	ORS 454.725			X	\$320	736*	DEQ = \$448-736; Lane = \$1,312; Washington = \$548; Multnomah = \$1,279; Marion = \$559; Average = \$852

Attachment A – Transportation & Development: Septic & Onsite Wastewater Program Fee Table

Description	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. Fee	Current Water Environment Services (WES) FEE amount	Proposed Transportation & Development (DTD) FEE amount	Comparable
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DTD - SEPTIC & ONSITE WASTEWATER PROGRAM, continued							
Construction Permits, continued							
<i>Capping Fill</i>	ORS 454.725			X	\$1,000	\$1,469*	DEQ = \$1,235-1,469; Lane = \$1,235; Washington = \$1,108; Multnomah = \$3,392; Marion = \$990; Average = \$1,611
<i>Sand Filter</i>	ORS 454.725			X	\$1,060 (\$150 Plan Check + \$910 Construction Permit)	\$1,808*	DEQ = \$1,520-1,808; Lane = \$1,520; Washington = \$1,620; Multnomah = \$3,392; Marion = \$1,200; Average = \$1,876
<i>Saprolite</i>	ORS 454.725			X	\$720	\$1,296*	DEQ = \$1,008-1,296; Lane = \$1,008; Washington = \$1,108; Multnomah = \$2,497; Marion = \$750; Average = \$1,297
<i>Commercial Holding Tank</i>	ORS 454.725			X	\$720	720*	DEQ = \$500; Lane = \$384; Washington = \$484; Multnomah = \$762; Marion = \$435; Average = \$490
<i>Pump System (in addition to permit fee)</i>	ORS 454.725			X	\$35	\$64	DEQ = \$64; Washington = \$64; Multnomah = \$198; Marion = \$50; Average = \$94

Attachment A – Transportation & Development: Septic & Onsite Wastewater Program Fee Table

Description	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. Fee	Current Water Environment Services (WES) FEE amount	Proposed Transportation & Development (DTD) FEE amount	Comparable
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DTD - SEPTIC & ONSITE WASTEWATER PROGRAM, continued

Construction Permits, continued

<i>Commercial Plan review fee (in addition to permit fees)</i> > = 600 GPD > 600 GPD to < 1,000 GPD > + 1,000 GPD	ORS 454.725			X	\$0 \$315 \$225 + \$40 per 500 GPD above 1,000	\$560	DEQ = \$368-560; Multnomah = \$1,502; Marion = \$75; Average = \$680
<i>Permit Renewal - No Field Visit</i>	ORS 454.725			X	\$195	\$195	DEQ = \$195; Lane = \$152; Washington = \$252; Multnomah = \$648; Marion = \$26; Average = \$246
<i>Permit Renewal - Field Visit</i>	ORS 454.725			X	\$460	\$520	DEQ = \$520; Lane = \$520; Washington = \$620; Multnomah = \$1,489; Marion = \$336; Average = \$697
Residential Repair*							
<i>Minor Repair Residential</i>	ORS 454.725			X	\$320	\$360*	DEQ = \$360; Lane = \$256; Washington = \$356; Multnomah = \$545; Marion = \$100; Average = \$303
<i>Major Repair Residential</i>	ORS 454.725			X	\$605	\$645*	DEQ = \$645; Lane = \$535; Washington = \$635; Multnomah = \$1,100; Marion = \$600; Average = \$681

Attachment A – Transportation & Development: Septic & Onsite Wastewater Program Fee Table

Description	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. Fee	Current Water Environment Services (WES) FEE amount	Proposed Transportation & Development (DTD) FEE amount	Comparable
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DTD - SEPTIC & ONSITE WASTEWATER PROGRAM, continued							
Commercial Repair							
<i>Minor Repair commercial</i>	ORS 454.725			X	\$310	\$464*	DEQ = \$464; Lane = \$256; Washington = \$356; Multnomah = \$2,497; Marion = \$100; Average = \$735
<i>Major Repair commercial</i>	ORS 454.725			X	\$710	\$1,008*	DEQ = \$1,008; Lane = \$535; Washington = \$635; Multnomah = \$2,497; Marion = \$600; Average = \$1,055
<i>Commercial Repair review fee (601-2,500 GPD) in addition to repair permits</i>	ORS 454.725			X	\$60 per 500 GPD >1,000	\$221	Washington = \$96; Multnomah = \$317; Marion = \$250; Average = \$221
Alteration Permits							
<i>Minor Alteration</i>	ORS 454.725			X	\$330	\$370*	DEQ = \$370; Lane = \$310; Washington = \$364; Multnomah = \$1,279; Marion = \$175; Average = \$478
<i>Major Alteration</i>	ORS 454.725			X	\$625	\$665*	DEQ = \$665; Lane = \$736; Washington = \$652; Multnomah = \$2,509; Marion = \$675; Average = \$1,025
Authorization Notice							
<i>Authorization Notice without Field Visit</i>	ORS 454.725			X	\$215	\$255*	DEQ = \$255; Lane = \$160; Washington = \$260; Multnomah = \$648; Marion = \$150; Average = \$276

Attachment A – Transportation & Development: Septic & Onsite Wastewater Program Fee Table

Description	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. Fee	Current Water Environment Services (WES) FEE amount	Proposed Transportation & Development (DTD) FEE amount	Comparable
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DTD - SEPTIC & ONSITE WASTEWATER PROGRAM, continued							
Additional Services							
<i>Authorization Notice with Field Visit</i>	ORS 454.725			X	\$590	\$624*	DEQ = \$624; Lane = \$624; Washington = \$724; Multnomah = \$1,801; Marion = \$450; Average = \$845
<i>Site Evaluation (for repair or alteration)</i>	ORS 454.725			X	\$700	\$735*	DEQ = \$735; Washington = \$780; Multnomah = \$948; Marion = \$625; Average = \$748
<i>Existing System Report (no water, requires staff site visit)</i>	ORS 454.725			X	\$590	\$630*	DEQ = \$630; Lane = \$640; Washington = \$740; Multnomah = \$1,277; Marion = \$435; Average = \$773
<i>Existing System Report Review (no site visit)</i>	ORS 454.725			X	\$590	\$85	DEQ = \$630; Lane = \$640; Washington = \$740; Multnomah = \$1,277; Marion = \$435; Average = \$773
<i>Pumper Truck Inspection - first truck</i>	ORS 454.725			X	\$120	\$231	DEQ = \$120; Lane = \$118; Washington = \$100; Multnomah = \$740; Marion = \$98; Average = \$231
<i>Pumper Truck Inspection - additional truck</i>	ORS 454.725			X	\$60	\$103	DEQ = \$60; Lane = \$66; Washington = \$50; Multnomah = \$298; Marion = \$50; Average = \$103
<i>Evaluation of a Temporary/Mobile Home Hardship</i>	ORS 454.725			X	\$340	\$340	DEQ = \$100 - \$330; Washington = \$330; Multnomah = \$1,015; Marion = \$264; Average = \$456

Attachment A – Transportation & Development: Septic & Onsite Wastewater Program Fee Table

Description	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. Fee	Current Water Environment Services (WES) FEE amount	Proposed Transportation & Development (DTD) FEE amount	Comparable
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DTD - SEPTIC & ONSITE WASTEWATER PROGRAM, continued							
Additional Services, continued							
<i>Annual/Biennial Inspection of an Alternative System</i>	ORS 454.725			X	\$340	\$528	DEQ = \$528; Lane = \$528; Washington = \$528; Multnomah = \$762; Marion = \$264; Average = \$522
<i>Annual Report Evaluation for a Holding Tank</i>	ORS 454.725			X	\$35	\$35	DEQ = \$35; Lane = \$30; Washington = \$30; Multnomah = \$762; Marion = \$50; Average = \$180
<i>Annual Report Evaluation, O&M Systems</i>	ORS 454.725			X	\$70	\$70	DEQ = \$70; Lane = \$60; Washington = \$60; Multnomah = \$164; Marion = \$50; Average = \$78
<i>Plot Plan Check (NEW Building Permits)</i>	ORS 454.725			X	\$10	\$165	DEQ = \$165; Lane = \$58
<i>Plot Plan Check (REMODEL Building Permits)</i>	ORS 454.725			X	\$10	\$85	DEQ = \$85; Lane = \$58
<i>Reinspection Fee / Additional Field Visit</i>	ORS 454.725			X	\$100 / each	\$100 / hour	DEQ = \$100
<i>Review / Research Request Fee (in office only - no field visit.)</i>	ORS 454.725			X	\$35 / hr. with \$20 min	\$70 / hour - 1 hour minimum	DEQ = \$70; Lane = \$24

Attachment A – Transportation & Development: Septic & Onsite Wastewater Program Fee Table

Description	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. Fee	Current Water Environment Services (WES) FEE amount	Proposed Transportation & Development (DTD) FEE amount	Comparable
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DTD - SEPTIC & ONSITE WASTEWATER PROGRAM, continued							
Additional Services, continued							
<i>Oregon DEQ Surcharge</i>	ORS 454.725			X	\$100 – Charged on activity for which an application is required.	\$100 - Charged on permits above as indicated with "*"	DEQ = \$100; Lane = \$100; Washington = \$100; Multnomah = \$100; Marion = \$100; Average = \$100 <i>(*Currently paid out of the existing fee structure above.)</i>

Please Note:

Each County having an agreement with the Oregon DEQ under ORS 454.725 must adopt a fee schedule for services rendered and permits issued. The County fee Schedule may not include the Oregon DEQ surcharge established in section (9) of the On-Site Wastewater Disposal Rules unless identified as an Oregon DEQ surcharge.

Attachment B – Water Environment Services: Soils Program Fee Repeals

WATER ENVIRONMENT SERVICES	AUTHORIZING LEGISLATION	Fee set by ORS	ORS authorized fee	County Code authorized fee	BOARD ADOPTED FEE
(1) This table establishes the fees for site evaluations, permits, reports, variances, licenses, and other services Clackamas County provides under the On-Site Wastewater Treatment Program.					
(2) Site evaluation and existing system review fees.					
(a) New Site Evaluation Fees					
(A) Single Family Residence					
(i) First Lot or Site	OAR 340-071-0140 (2)		*	*	\$695.00*
(B) Commercial Facility					
(i) 1,000 gpd or less Design Flow	OAR 340-071-0140 (2)		*	*	\$695.00*
(ii) >1,000 gpd < 5,000 gpd Design Flow	OAR 340-071-0140 (2)		*	*	\$695.00* Plus \$160.00 per each 600 gallons >1,000
(b) Site Evaluation Report Review Fee	OAR 340-071-0140 (2)		*	*	\$700.00*
(c) Existing System Evaluation Fee	OAR 340-071-0140 (2)		*	*	\$590.00*
(d) Site Evaluation Confirmation Fee (for WPCF Permits)	OAR 340-071-0140 (2)		*	*	\$430.00*
(3) Permitting fees for systems not subject to WPCF permits					
(a) Construction – Installation Permit fees.					
(A) For systems with a standard capacity of 1,000 gpd or less.					
(i) Standard onsite system	OAR 340-071-0140 (3)		*	*	\$720.00*
(ii) Alternative Systems					
(I) Alternative treatment technologies	OAR 340-071-0140 (3)		*	*	\$1,000.00*
(II) Capping Fill	OAR 340-071-0140 (3)		*	*	\$1,000.00
(III) Absorption trenches in saprolite	OAR 340-071-0140 (3)		*	*	\$720.00*
(IV) Evapotranspiration-absorption	OAR 340-071-0140 (3)		*	*	\$720.00*
(VI) Holding Tanks	OAR 340-071-0140 (3)		*	*	\$720.00*
(VII) Pressure distribution	OAR 340-071-0140 (3)		*	*	\$920.00*
WATER ENVIRONMENT SERVICES	AUTHORIZING LEGISLATION	Fee set by ORS	ORS authorized fee	County Code authorized fee	BOARD ADOPTED FEE

Attachment B – Water Environment Services: Soils Program Fee Repeals

(V) — Grey water waste disposal sump	OAR 340-071-0140 (3)		*	*	\$320.00*
(VIII) — Recirculating gravel filter	OAR 340-071-0140 (3)		*	*	\$980.00*
(IX) — Redundant	OAR 340-071-0140 (3)		*	*	\$720.00*
(X) — Sand Filter (commercial or residential) Plan Check Construction Permit	OAR 340-071-0140 (3)		*		\$150.00 \$910.00*
(XI) — Seepage trench	OAR 340-071-0140 (3)		*	*	\$720.00*
(XII) — Steep slope	OAR 340-071-0140 (3)		*	*	\$740.00*
(XIII) — Tile dewatering	OAR 340-071-0140 (3)		*	*	\$890.00*
(B) — For systems with a design capacity greater than 1,000 gpd but not more than 2,500 gpd, the fee is equal to the fee required in paragraph (3)(a)(A) above plus for each 500 gallons or part thereof above 1,000 gallons.	OAR 340-071-0140 (3)		*	*	\$60.00
(b) — Reinspection fee	OAR 340-071-0140 (3)		*	*	\$100.00
(c) Pump evaluation fee. For all permits that specify the use of a pump or dosing siphon except for sand filter, ATT. RGF, and pressure distribution systems	OAR 340-071-0140 (3)		*	*	\$35.00
(d) — Plan Review fees for Commercial facility systems					
(A) — 0 – 600 gpd Flow	OAR 340-071-0140 (3)		*	*	None
(B) — >600 gpd <1,000 gpd design flow	OAR 340-071-0140 (3)		*	*	\$315.00

Attachment B – Water Environment Services: Soils Program Fee Repeals

WATER ENVIRONMENT SERVICES	AUTHORIZING LEGISLATION	Fee set by ORS	ORS authorized fee	County Code authorized fee	BOARD ADOPTED FEE
(e) — Permit Transfer, Reinstatement, or Renewal fees					
(A) — If Field Review Required	ORAR 340-071-0140 (3)		*	*	\$460.00
(B) — If No Field Review Required (May be Waived if Permit is Renewed Prior to Expiration Date)	ORAR 340-071-0140 (3)		*	*	\$195.00
(f) — Alteration Permit					
1. — Major	ORAR 340-071-0140 (3)		*	*	\$625.00*
2. — Minor	ORAR 340-071-0140 (3)		*	*	\$330.00*
(g) — Repair Permit fees					
(A) — Single Family Residence					
a. — Minor	ORAR 340-071-0140 (3)		*	*	\$605.00*
b. — Major	ORAR 340-071-0140 (3)		*	*	\$320.00*
(A) — Commercial Facility					
a. — Minor	ORAR 340-071-0140 (3)		*	*	\$710.00*
b. — Major	ORAR 340-071-0140 (3)		*	*	\$310.00* Same as fees listed under "Permitting Fees for systems not subject to WPCF permits" as shown above.
(h) — Permit Denial Review fee	ORAR 340-071-0140 (3)		*	*	\$240.00*
(i) — Authorization Notices fees					
(A) — Field Visit Required	ORAR 340-071-0140 (3)		*	*	\$590.00*
(B) — No Field Visit Required	ORAR 340-071-0140 (3)		*	*	\$215.00*
(C) — Authorization Notice Denial Review	ORAR 340-071-0140 (3)		*	*	\$400.00*

Attachment B – Water Environment Services: Soils Program Fee Repeals

WATER ENVIRONMENT SERVICES	AUTHORIZING LEGISLATION	Fee set by ORS	ORS authorized fee	County Code authorized fee	BOARD ADOPTED FEE
(D) Renewal of hardship authorization for temporary dwelling, if field visit required	ORAR 340-071-0140 (3)		*	*	\$340.00*
(j) Alternative system inspection fee					
(A) Holding tanks	ORAR 340-071-0140 (3)		*	*	\$250.00*
(B) Other Alternative systems in subsection (3)(a)	ORAR 340-071-0140 (3)		*	*	\$340.00*
(k) Annual report evaluation fee					
(A) Holding tanks	ORAR 340-071-0140 (3)		*	*	\$35.00
(B) Commercial sand filters, Recirculating gravel filters, and alternative treatment technology	ORAR 340-071-0140 (3)		*	*	\$70.00
(7) Sewage Disposal Service License and Truck Inspection fees					
(e) Pumper truck inspections:					
(A) First Vehicle	ORAR 340-071-0140 (7)		*	*	\$120.00
(B) Additional Vehicles Inspected at the Same Time	ORAR 340-071-0140 (7)		*	*	\$60.00
*(8) Contract County Fee Schedules					
(a) Each County having an agreement with the Oregon DEQ under ORS 454.725 must adopt a fee schedule for services rendered and permits issued. The County fee schedule may not include the Oregon DEQ surcharge established in section (9) below unless identified as an Oregon DEQ surcharge.					
(b) A copy of the fee schedule and any subsequent amendments to the schedule must be submitted to the Oregon DEQ.					
(c) Fees may not exceed actual costs for efficiently run services.					
*(9) Department Surcharge	ORAR 340-071-0140 (9)		*	*	*
(a) To offset a portion of the Oregon DEQ administrative and program oversight costs of the statewide onsite wastewater management program, the DEQ and contract counties must levy a surcharge for each site evaluation, report permit, and other activity for which an application is required. This surcharge does not apply to sewage disposal service license applications, pumper truck inspections, annual report evaluation fees, or certification of installers or maintenance providers.					\$60.00 or as set by the Oregon Legislature
(10) Refunds					
The department may refund 80% of a fee accompanying an application if the applicant withdraws the application before any field work or other substantial review of the application has been done.					

Attachment B – Water Environment Services: Soils Program Fee Repeals

WATER ENVIRONMENT SERVICES	AUTHORIZING LEGISLATION	Fee set by ORS	ORS authorized fee	County Code authorized fee	BOARD ADOPTED FEE
Public Records Request	ORS 192.440 (4) & CC policy & Procedure for Public Records Requests		*	* (County policy)	\$1.00 for first page and \$0.10 every page thereafter & minimum charge of \$20.00 per hour for staff time for voluminous requests
Public Records Research	ORS 192.440 (4) & CC policy & Procedure for Public Records Requests		*	*	\$35.00 per hour plus cost of reproduction
1. Plot Plans			*	*	\$10.00
2. Existing System Report			*	*	\$10.00

May 5, 2016

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Revenue Agreement with CareOregon Inc. for Primary Care, Dental, and
Chemical Dependency Treatment Services**

Purpose/Outcomes	The purpose of this agreement is to provide Primary Care, Dental and Chemical Dependency Treatment Services to CareOregon Members.
Dollar Amount and Fiscal Impact	The total amount of the agreement is unknown, because the number of clients who will be enrolled with CareOregon, Inc. cannot be projected with certainty. No County General funds are involved.
Funding Source	Health Center Clinics
Duration	Upon Signature – Until Terminated
Previous Board Action	No Previous Board Action
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	7642

Background

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue agreement with CareOregon, Inc. for the purpose of providing Primary Care, Dental, and Chemical Dependency Treatment Services.

This agreement will allow CareOregon, Inc. to refer their clients to CCHCD for treatment services.

This is a revenue contract for CCHCD. The total amount of the agreement is unknown because the number of authorized referrals cannot be projected with certainty. No County General Funds are involved. The agreement is effective upon execution by both parties and will continue until terminated. This document was reviewed by County Counsel on April 7, 2016.

Recommendation

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Contract # 7642

CAREOREGON PROVIDER AGREEMENT

Contracted Provider: Clackamas County Community Health Division

Effective Date of Agreement: _____

Contract # 7642

PROVIDER AGREEMENT

THIS PROVIDER AGREEMENT (“**Agreement**”) is made and entered into as of _____ (“**Effective Date**”) by and between CareOregon, Inc. (“**CareOregon**”) and Clackamas County Community Health Division (“**Contracted Provider**”). CareOregon and Contracted Provider are sometimes referred to together as the “**Parties**” and individually as a “**Party**.”

WHEREAS, CareOregon arranges for the provision of healthcare services to individuals eligible for certain items and services under certain Benefit Plans and CareOregon seeks to include health care providers in one or more provider networks for such Benefit Plans; and

WHEREAS, Contracted Provider provides health care items and services to the general public by health care providers employed by or subcontracted with Contracted Provider; and

WHEREAS, CareOregon and Contracted Provider desire to enter into this Agreement whereby Contracted Provider will provide health care items and services to enrollees of Benefit Plans and receive payment therefore, all subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I. CONSTRUCTION

Section 1.01 Benefit Plans. This Agreement is designed for use with a variety of providers and Benefit Plans. Provisions specific to particular providers and Benefit Plans are included in Exhibits to the Agreement.

Section 1.02 Rules of Construction. The following rules of construction apply to this Agreement: (a) the word “include,” “including” or a variant thereof shall be deemed to be without limitation; (b) the word “or” is not exclusive; (c) the word “day” means calendar day unless otherwise specified; (d) the term “business day” means Monday through Friday, except Federal holidays; (e) all words used in this Agreement will be construed to be of such gender or number as the circumstances require; (f) references to specific statutes, regulations, rules or forms include subsequent amendments or successors to them; and (g) references to a government department or agency include any successor departments or agencies to it.

ARTICLE II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following capitalized terms when used in this Agreement shall have the meanings set forth below; provided, however, that if an identical term is defined in an Exhibit, the definition in the Exhibit shall control with respect to Benefit Plans governed by the Exhibit.

Section 2.01 “Affiliate” means, with respect to a particular entity, another entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the entity. An entity “controls” an entity in which it has the power to vote, directly or indirectly, 50 percent or more of the voting interests in such entity or in the case of a partnership if it is a general partner, or the power to direct or cause direction of management and policies of such entity, whether through the ownership of voting shares, by contract or otherwise.

Section 2.02 “Benefit Plan” means a health benefit policy or other health benefit contract or coverage document: (a) issued by CareOregon, its successors or assigns; (b) issued by The HealthPlan of CareOregon, Inc. its successors or assigns; (c) administered by CareOregon pursuant to a Government Contract (for example a benefit plan offered by a Coordinated Care Organization (“CCO”)) with which CareOregon contracts to provide administrative or other services, or (d) issued by a private insurance carrier. Benefit Plans are set forth in Exhibit A hereto. Exhibit A may be amended or replaced pursuant to paragraph 8.14 hereof. Benefit Plans and their designs are subject to change periodically.

Section 2.03 “Carve Out Agreement” means an agreement between CareOregon and a third party Participating Provider whereby the third party assumes financial responsibility for or may provide certain management services related to particular Covered Services. Examples of possible Carve Out Agreements include agreements for behavioral health, radiology, laboratory, dental, vision, or hearing services.

Section 2.04 “Clean Claim” means a claim for Covered Services provided to a Member that (a) is received timely by CareOregon; (b) has no defect, impropriety, or lack of substantiating documentation from the Member’s medical record regarding the Covered Services; (c) is not subject to coordination of benefits or subrogation; (d) is on a completed, legible CMS 1500 form or UB-04 form or electronic equivalent that follows then current HIPAA Administrative Simplification ASC X12 837 standards and additional specific requirements in the Program Policies, including all then-current guidelines regarding coding and inclusive code sets; and (e) includes all relevant information necessary for CareOregon or Payor to (1) meet requirements of Laws and Program Requirements for reporting of Covered Services provided to Members, and (2) determine Payor liability, and ensure timely processing and payment. A Clean Claim does not include a claim from a Contracted Provider who is under investigation for fraud or abuse, or a claim under review for Medical Necessity.

Section 2.05 “Coordinated Care Organization” means an entity that has entered into a Health Plan Services Contract with the State of Oregon, acting by and through its Oregon Health Authority (“OHA”), Division of Medical Assistance Programs (“DMAP”), to provide and pay for Coordinated Care Services.

Section 2.06 “Covered Services” means Medically Necessary health care items and services covered under a Benefit Plan.

Section 2.07 “Credentialing Criteria” means CareOregon’s or a Program’s criteria for the credentialing or re-credentialing of Providers.

Section 2.08 “**DHHS**” means the U.S. Department of Health and Human Services, including its agency the Centers for Medicare and Medicaid Services (“**CMS**”) and its Office of Inspector General (“**OIG**”).

Section 2.09 “**Emergency Services**” shall be as defined in the applicable Program Attachment or Benefit Plan.

Section 2.10 “**Encounter Data**” means encounter information, data, and reports for Covered Services provided to a Member that meets the requirements for Clean Claims.

Section 2.11 “**Federal Health Care Program**” means a Federal health care program as defined in Section 1128B(f) of the Social Security Act, and includes Medicare, Medicaid and (State Children’s Health Insurance Program or “**CHIP**”).

Section 2.12 “**Government Contract**” means a contract to provide health benefits coverage the parties to which are a Governmental Authority and: (i) CareOregon or (ii) a government-authorized entity (such as a CCO) with which CareOregon has contracted to provide administrative services.

Section 2.13 “**Governmental Authority**” means the United States of America, a State, or any department or agency thereof having jurisdiction over CareOregon, Contracted Provider or its Providers, or their respective Affiliates, employees, subcontractors or agents.

Section 2.14 “**Ineligible Person**” means an individual or entity who (a) is currently excluded, debarred, suspended or otherwise ineligible to participate in: (i) any Federal Health Care Program, as may be identified in the List of Excluded Individuals/Entities maintained by the OIG; or (ii) Federal procurement or nonprocurement programs, as may be identified in the Excluded Parties List System maintained by the General Services Administration, (b) has been convicted of a criminal offense subject to OIG’s mandatory exclusion authority for Federal Health Care Programs described in Section 1128(a) of the Social Security Act, but has not yet been excluded, debarred or otherwise declared ineligible to participate in such programs, or (c) is currently excluded, debarred, suspended or otherwise ineligible to participate in State medical assistance programs, including Medicaid or CHIP, or State procurement or nonprocurement programs as determined by a State Governmental Authority.

Section 2.15 “**Laws**” means any and all applicable laws, rules, regulations, statutes, orders, standards, guidance and instructions of any Governmental Authority, as adopted, amended, or issued from time to time, including (a) the Social Security Act, including Titles XVIII (“**Medicare**”), XIX (“**Medicaid**”) and XXI (CHIP), (b) the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), (c) federal and state privacy laws other than HIPAA, (d) federal and state laws regarding patients’ advance directives, (e) state laws and regulations governing the business of insurance, (f) state laws and regulations governing third party administrators or utilization review agents, and (g) state laws and regulations governing the provision of health care services.

Section 2.16 “**Medically Necessary**” or “**Medical Necessity**” shall be as defined in the applicable Program Attachment or Benefit Plan.

Section 2.17 “Member” means an individual properly enrolled in a Benefit Plan and eligible to receive Covered Services at the time such services are rendered.

Section 2.18 “Member Expenses” means copayments, coinsurance, deductibles or other cost share amounts, if any, that a Member is required to pay for Covered Services under a Benefit Plan.

Section 2.19 “Never Events” means serious, largely preventable, harmful clinical events, including without limitation, those events defined as “never events” by CMS and Serious Reportable Events (“SREs”) as identified by the National Quality Forum in its most recent list of SREs, as such terms may be re-defined from time to time.

Section 2.20 “Non-Contracted Services” means Covered Services that are (a) subject to Carve Out Agreements and not approved by CareOregon in advance as further described in this Agreement, or (b) provided by an Ineligible Person.

Section 2.21 “Payor” means CareOregon, Inc. except with respect to the “**CCO Payor Arrangements**” identified in Exhibit A hereto for which the CCO shall be the Payor, or the “**Private Insurance**” arrangements identified in Exhibit A hereto for which the Private Insurance shall be the Payor.

Section 2.22 “Participating Provider” means an individual or entity that has entered into a contract with CareOregon, or is a subcontractor to an entity that has entered into a contract with CareOregon, to provide or arrange for the provision of Covered Services to Members and who has been approved by CareOregon to provide such services.

Section 2.23 “Program” means (a) a Federal Health Care Program, or (b) a commercial insurance program, including without limitation a program created under Laws regarding health insurance exchanges.

Section 2.24 “Program Attachment” means the terms and conditions of a Provider’s participation in Benefit Plans under a Program, as set forth in Exhibit B.

Section 2.25 “Program Requirements” means the requirements of Governmental Authorities or insurance carrier governing a Benefit Plan, including where applicable the requirements of a Government Contract.

Section 2.26 “Program Policies” means, collectively, the CareOregon Provider manual, quick reference guides, and educational materials setting forth CareOregon’s or a Program’s requirements, rules, policies and procedures applicable to Participating Providers, as adopted or amended by CareOregon or a Program from time to time, including requirements, rules, policies and procedures regarding fraud, waste and abuse; accreditation, credentialing/re-credentialing of providers, Member eligibility verification, prior authorization, submission of claims and Encounter Data, claims payment, overpayment recoupment, utilization review/management, disease and case management, quality assurance/improvement, model of care, advance directives, collection of Member Expenses, Member rights, including reimbursement of Member Expenses collected in excess of the maximum out of pocket amount under a Benefit Plan; and Member or Provider grievances and appeals.

Section 2.27 “Provider” means (a) Contracted Provider or (b) other individual or entity that is subject to an employment arrangement or direct or indirect subcontract with Contracted Provider to provide or arrange for the provision of Covered Services to Members under this Agreement and who has been approved by CareOregon to provide such services.

ARTICLE III. SCOPE

Section 3.01 Non-Contracted Services. Non-Contracted Services are outside the scope of this Agreement.

Section 3.02 Providers May Communicate with Members. Providers may freely communicate with Members about their treatment regardless of Benefit Plan coverage limitations. CareOregon does not dictate or control clinical decisions respecting a Member’s medical treatment or care. Medical care is the responsibility of the treating Provider regardless of any coverage determination by CareOregon. Nothing in this Agreement shall be interpreted to permit interference by CareOregon with communications between a Contracted Provider or its Providers and a Member regarding the Member’s medical condition or available treatment options.

Section 3.03 Agreement Not Exclusive. This is not an exclusive agreement for either Party, and there is no guarantee that: (a) CareOregon will participate in any particular Program; or (b) any particular Benefit Plan will remain in effect.

Section 3.04 Provider Networks. Subject to Laws and Program Requirements, CareOregon reserves the right to create distinct provider networks for a Benefit Plan, and to determine Provider participation in such networks.

Section 3.05 No Obligation to Assign Members. Subject to Laws and Program Requirements, CareOregon reserves the right to approve any Provider’s participation under this Agreement, or to terminate or suspend any Provider from participation under this Agreement or in one or more particular Benefit Plans. CareOregon is not obligated to refer or assign a minimum number of Members to or maintain a minimum number of Members with a Provider.

ARTICLE IV. CONTRACTED PROVIDER OBLIGATIONS

Section 4.01 Providers. Contracted Provider warrants and represents that it has provided CareOregon with the necessary information for itself and its Providers as of the Effective Date in a form and format acceptable to CareOregon. Such information is required to maintain Contracted Provider files for directory use, assignment and claims payment. Contracted Provider shall provide notice to CareOregon of any change in the information within 30 days of the change.

(a) Employed Providers. Contracted Provider shall maintain and enforce binding internal policies and procedures or agreements with its employed Providers that are consistent with and require adherence to this Agreement. Contracted Provider shall provide CareOregon

with such information requested by CareOregon, or as required by a Governmental Authority or accreditation body, necessary to verify the employment of its employed Providers.

(b) Subcontracted Providers. The following applies if Contracted Provider contracts with independent contractor providers to perform the services hereunder (Subcontracted Provider), for example where Contracted Provider is an independent practice association, physician hospital organization or physician group:

(i) Contracted Provider shall maintain and enforce written agreements with its Subcontracted Providers that are consistent with and require Subcontracted Provider's adherence to this Agreement. Contracted Provider shall impose this contractual obligation upon its Subcontracted Providers (e.g. that the Subcontracted Provider require adherence with this Agreement by any providers Subcontracted Provider contracts with to perform services hereunder). Upon CareOregon's request, Contracted Provider shall provide CareOregon with copies of agreement templates used with their Subcontracted Providers, and (1) copies of the first page, signature page and other pages necessary to identify the contracting parties and effective date for each such agreement, or (2) copies of entire agreements with Subcontracted Providers. Compensation provisions in copies of such agreements may be redacted, except where compensation information is required by Governmental Authorities. In no event shall a Subcontracted Provider agreement supersede this Agreement respecting matters covered by this Agreement. Notwithstanding anything to the contrary in any such agreement, this Agreement shall control over the terms of any such agreement in all respects as to matters covered by this Agreement.

(ii) Contracted Provider shall require its Subcontracted Providers to maintain and enforce binding internal policies and procedures or agreements with their employed Providers that are consistent with and require adherence to this Agreement. Subcontracted Providers shall provide CareOregon with such information requested by CareOregon, or as required by a Governmental Authority or accreditation body, necessary to verify the employment of their employed Providers.

(iii) Contracted Provider shall include in its agreements with Subcontracted Providers performing services hereunder a provision stating that any obligation of Contracted Provider in this Agreement shall apply to Subcontracted Providers to the same extent that it applies to Contracted Provider. Contracted Provider shall require the timely and faithful performance of this Agreement by Subcontracted Providers.

(c) Credentialing. All Providers must meet the Credentialing Criteria. Subject to Laws and Program Requirements, (a) CareOregon conducts credentialing of providers before they begin providing Covered Services and re-credentialing from time to time thereafter as required for CareOregon's compliance with Laws, Program Requirements and accreditation standards, and Providers shall consent to and cooperate with such credentialing/re-credentialing, which may include site reviews, and (b) until successful completion of credentialing of a provider by CareOregon, (i) the provider shall not be added as a Participating Provider under this Agreement, and (ii) the provision of, and payment for, authorized Covered Services to Members by the provider shall be subject to CareOregon's or Payor's policies and procedures for non-participating providers.

Section 4.02 Covered Services. Contracted Provider shall provide Covered Services to Members, subject to and in accordance with the terms and conditions of this Agreement.

(a) **Standards.** Contracted Provider shall ensure that Providers shall provide Covered Services in accordance with Laws and generally accepted standards of medical practice, including recognized clinical protocols and guidelines where available. Contracted Provider shall ensure that Covered Services are available to Members on a 24 hour/day, 7 day/week basis, except Providers who do not provide Emergency Services shall ensure that Covered Services are available to Members in accordance with standard operating hours for each Provider location and shall maintain an after-hours phone service for individuals to seek instructions in the event of an emergency.

(b) **Eligibility.** Except for Emergency Services, Contracted Provider shall verify Member eligibility in accordance with the Program Policies before providing Covered Services to a Member. CareOregon provides member eligibility information through CareOregon's provider website and other means. For Emergency Services, Providers shall verify Member eligibility within 24 hours of the Member being stabilized or the Provider learning the individual may be a Member, whichever is later. Members' eligibility status is subject to retroactive disenrollment, and CareOregon may, except where prohibited by Laws or Program Requirements, recoup payments to Contracted Provider for items or services provided to such individuals after the effective date of disenrollment even if such items and services were authorized by CareOregon.

(c) **Prior Authorization.** Except for Emergency Services or where prior authorization is not required by the Program Policies, Providers shall obtain prior authorization for Covered Services in accordance with the Program Policies. Except where prohibited by Laws or Program Requirements, CareOregon may deny payment for Covered Services where a Provider fails to meet requirements for prior authorization.

(d) **Referrals.** Providers shall not refer Members to other health care providers, including other Participating Providers, for Covered Services without the approval of CareOregon, except (a) in case of Emergency Services, (b) when Member self-referral is permitted by the Benefit Plan, or (c) as permitted in Program Policies provisions regarding utilization management. When making a referral to another health care provider, a Provider shall furnish the other provider complete information on treatment procedures and diagnostic tests performed prior to such referral, which may include providing copies of the medical records.

(e) **Non-Covered Services.** Every time a Provider provides items or services to a Member that are not Covered Services, before providing the items or services the Provider shall (a) inform the Member of the specific items or services that are not Covered Services and that they will not be paid for by CareOregon or Payor, and (b) obtain the Member's written agreement to pay for such specific items or services after being so advised. Provider shall contact CareOregon for a coverage determination in any case where Provider is unsure if an item or service is a Covered Service.

(f) **Carve-Out Agreements.** If at any time during the Term CareOregon or Payor has a Carve-Out Agreement in place with a third party Participating Provider to provide Covered

Services to Members subject to a Carve-Out Agreement (“**Carve-Out Vendors**”), for as long as such Carve-Out Agreement is in effect, services subject to the Carve-Out Agreement shall not be Covered Services under this Agreement, except for (a) Emergency Services or (b) Covered Services authorized by CareOregon in advance in accordance with the Program Policies, in which cases the terms and conditions of this Agreement, including compensation, shall apply. CareOregon shall notify Contracted Provider of Carve-Out Agreements through the Program Policies or other notice. Subject to the agreement of the Carve-Out Vendor, Providers may enter into separate agreements with the Carve-Out Vendor, and, except as set forth in this paragraph, the compensation in this Agreement shall not apply to services of Contracted Provider pursuant to the Contracted Provider’s agreement with the Carve-Out Vendor. Unless otherwise approved by CareOregon in its written notice to Contracted Provider, if Contracted Provider does not enter into a separate agreement with a Carve-Out Vendor, Contracted Provider will be treated as non-participating with CareOregon and Carve-Out Vendor for services subject to the Carve-Out Agreement. If a Carve-Out Agreement expires or is terminated during the Term, Contracted Provider shall thereafter provide the Covered Services that were subject to the Carve-Out Agreement to Members, subject to and in accordance with the terms and conditions of this Agreement, including compensation.

Section 4.03 Claims and Encounter Data/EDI

(a) Clean Claims. Contracted Provider shall prepare and submit Clean Claims to CareOregon within 120 days, or such shorter time period required by Laws or Program Requirements, of the date of a Covered Service or the date of discharge from an inpatient facility, as the case may be. Unless prohibited by Laws or Program Requirements, CareOregon or Payor may deny payment for any claims that fail to meet CareOregon’s or Payor’s submission requirements for Clean Claims or that are received after the time limit in this Agreement for filing Clean Claims. Contracted Provider shall use its best commercial efforts to communicate with CareOregon and Payor, submit claims, determine Member eligibility, receive payments and refund payments, receive explanation of benefits, check claims status, submit requests for claims adjustment, and perform other Benefit Plan administrative functions, through such electronic media, including web-based or other online resources or functionalities, as are made available to Contracted Provider by CareOregon or Payor from time-to-time.

(b) Additional Reports. If CareOregon requests additional information, data or reports from a Provider regarding Covered Services to Members for any reason, including for purposes of risk adjustment data validation, even if CareOregon has already paid claims or accepted Encounter Data related to the Covered Services, the Provider shall provide the information, data or reports as requested by CareOregon.

(c) NPI Numbers/Taxonomy Codes. Contracted Provider shall give CareOregon its Providers’ National Provider Identification (“**NPI**”) numbers and Provider taxonomy codes prior to its Providers becoming Participating Providers under this Agreement. Payment of compensation for Covered Services is conditioned on Providers including their NPI numbers and Provider taxonomy codes on claims or Encounter Data submitted under this Agreement, and CareOregon or Payor may deny payment for Covered Services where Contracted Provider fails to meet these requirements.

(d) Electronic Transaction Requirements. Contracted Provider shall use commercially reasonable efforts to transition to submission of claims and Encounter Data to CareOregon and Payor electronically. For electronically submitted claims, Contracted Provider shall follow the requirements for electronic data interchange in the then-current (1) HIPAA Administrative Simplification transaction standards and (2) the Program Policies.

(e) EFT/Remittance Advice. If Contracted Provider is able to accept payments and remittance advice electronically: (a) Contracted Provider shall register and complete the forms for electronic funds transfer and electronic remittance advice as soon as practicable, but no later than 60 days following CareOregon's confirmation of Contracted Provider's status as a Participating Provider, and (b) if possible Contracted Provider shall accept payments and remittance advice electronically, if CareOregon or Payor prefers to submit electronically. If Contracted Provider is not able to accept payments and remittance advice electronically, Contracted Provider shall make good faith efforts to be able to accept electronic funds transfer and electronic remittance within 12 months after the Effective Date.

(f) Coordination of Benefits. CareOregon and Payor shall coordinate payment for Covered Services in accordance with the terms of a Member's Benefit Plan and Laws. Contracted Provider shall provide CareOregon or Payor with electronic versions of explanations of benefits and other documents and information in their possession regarding insurance covering a Member that is primary to the Member's Benefit Plan. Providers shall bill primary insurers for items and services they provide to a Member before they submit claims for the same items or services to CareOregon or Payor. If Payor is not the primary payor for Covered Services provided to a Member, then when not prohibited by Laws or Program Requirements, Payor's payment to Provider for such services shall not exceed the compensation in this Agreement less amounts payable by the primary payor or payors, less Member Expenses. Unless prohibited by Laws and Program Requirements, Payor (or CareOregon on Payor's behalf) may recoup payments for items or services provided to a Member where other payors are determined to be responsible for payment for such items and services and, Payor shall provide such information in connection with such action as is required by applicable law, if any.

(g) Subrogation. Contracted Provider shall follow CareOregon and Payor policies and procedures regarding subrogation activity. In any instance where, as a consequence of liability imposed by law, a third party is found responsible for satisfaction of a claim for which Payor has paid Contracted Provider, and where Payor is unable to recover directly from the third party because the third party has already paid Contracted Provider for the claim, Payor may (or CareOregon May on Payor's behalf) recover from Contracted Provider the amounts it paid Contracted Provider for such claims.

(h) No Inducement to Withhold Covered Services. No payment made by Payor under this Agreement is intended as a financial incentive or inducement to reduce, limit or withhold Covered Services from Members.

Section 4.04 Member Protections

(a) No Discrimination. Contracted Provider shall not, and shall ensure its Providers shall not, discriminate in their treatment of Members based on Members' health status, source of

payment, cost of treatment, participation in Benefit Plans, race, ethnicity, national origin, religion, gender, age, mental or physical disability, sexual orientation, or genetic information or any other status prohibited by Laws.

(b) Member Protections Against Collections. In no event including nonpayment by Payor, Payor's insolvency or breach of this Agreement, shall Contracted Provider or any of its Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or persons acting on any Member's behalf, for amounts that are the legal obligation of Payor. This provision (a) shall survive termination or expiration of this Agreement regardless of the cause giving rise to termination or expiration, (b) shall be construed for the benefit of Members, (c) does not prohibit collection of Member Expenses where lawfully permitted or required, and (d) supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Covered Provider (or any Provider) and Members or persons acting on behalf of a Member.

(c) Member Obligation Limited to Member Expenses. Regardless of any denial of a claim or reduction in payment to Contracted Provider by Payor, in no event will a Member be responsible for payment for any Covered Services other than Member Expenses. However, Members shall not be responsible for Member Expenses where collection of Member Expenses is prohibited by Laws, Program Requirements or this Agreement. If payment of an amount sought in a claim is denied or reduced by Payor, Contracted Provider shall adjust Member Expenses accordingly.

(d) Collection of Member Expenses. Except where collection of Member Expenses is prohibited by Laws, Program Requirements or this Agreement, Contracted Provider shall (a) collect Member Expenses directly from the Member, and (b) not waive, discount or rebate any such amounts except as permitted by and in accordance with Laws and Program Requirements, including without limitation laws regarding prohibited inducements to Federal Health Care Program beneficiaries.

(e) No Billing Where Prohibited. Contracted Provider shall not bill Members for any items or services, such as missed appointments or administrative fees, where such billing is prohibited by Laws or Program Requirements.

(f) Facilitation of Payment by Payor. Where CareOregon is not the Payor, CareOregon shall cooperate in facilitating payment to Contracted Provider by Payor hereunder, however, Contracted Provider shall look solely to the Payor for payment for services provided hereunder. CareOregon will enter into arrangements with Payors requiring them to comply with the Contracted Provider payment provisions hereunder.

Section 4.05 Provider Program Policies. The Program Policies supplement and are made a part of and are incorporated into this Agreement. Contracted Providers shall, and shall require their Providers to, comply with the Program Policies. CareOregon may amend the Program Policies from time to time upon notice to Contracted Provider by posting to CareOregon's provider website, email or other means of notice permitted by this Agreement, provided that in the case of material revisions to the Program Policies, CareOregon shall provide notice in accordance with the provisions of this Agreement regarding written notice in paragraph 8.12 and

8.14 hereof, in which event changes to the Program Policies shall become effective 30 days after such posting or notice, or as of such other time period required for CareOregon to comply with Laws, Program Requirements or accreditation standards. Contracted Provider shall have and maintain systems necessary for access to CareOregon's provider website, and check for revisions to the Program Policies from time to time, which Program Policies may be posted on CareOregon's provider website or may be accessible through a link posted on CareOregon's provider website.

Section 4.06 Quality Improvement. Providers shall comply with CareOregon's quality improvement programs, including those designed to improve quality measure outcomes in the then-current Healthcare Effectiveness Data and Information Set ("HEDIS") or other quality measures. CareOregon may audit Contracted Provider periodically and upon request Contracted Provider shall provide Records to CareOregon for HEDIS or other quality reasons and risk management purposes. CareOregon desires open communication with Contracted Provider regarding CareOregon's quality improvement initiatives and activities.

Section 4.07 Alternative Payment Methods. While there is no guarantee under this Agreement, Payor may offer certain Providers the opportunity to participate in Alternative Payment Methods incentive programs ("Alternative Payment Methods"). If offered, an Alternative Payment Method will be designed to promote preventive care, quality care and/or ensure the appropriate and cost effective use of Covered Services through appropriate utilization. Alternative Payment Methods may be based in whole or part on achieving certain quality benchmarks using HEDIS or some similar measure, achieving certain Member satisfaction, using electronic funds transfers and remittance or other criteria. If offered, Payor will set forth the specific terms and conditions of the Alternative Payment Method in a separate policy and Contracted Provider's participation shall be subject to the terms and conditions of this Agreement and any applicable policies. CareOregon and Contracted Provider agree that no Alternative Payment Method shall limit Medically Necessary services.

Section 4.08 Utilization Management. Providers shall cooperate and participate in CareOregon's utilization review and case management programs. CareOregon's utilization review/case management programs may include provisions for (a) verification of eligibility and prior authorization for Covered Services, (b) concurrent and retrospective reviews, (c) requirements regarding referrals to third party Participating Providers, including those that are party to Carve-Out Agreements and (d) corrective action plans.

Section 4.09 Member Grievances/Appeals. Contracted Provider shall, and shall ensure its Providers, comply with the Program Policies, Laws and Program Requirements regarding Member grievances and appeals. Such compliance includes but is not limited to providing information, records or documents requested by CareOregon and participating in the grievance/appeal process.

Section 4.10 Compliance. In performing this Agreement, Contracted Provider shall, and shall require its Providers to, comply with all Laws and Program Requirements. Contracted Provider and its Providers shall (a) cooperate with CareOregon with respect to CareOregon's responsibilities under Laws or Program Requirements, and (b) not knowingly take any action contrary to CareOregon's obligations under Laws or Program Requirements.

(a) Privacy/HIPAA. Contracted Provider shall, and shall ensure its Providers, maintain Member information and medical records in accordance with Laws, including Federal and State Laws related to privacy and confidentiality of Member information and medical records, including HIPAA, and shall use and disclose such information or records only in accordance with Laws and Program Requirements.

(b) Fraud, Waste and Abuse. Contracted Provider shall, and shall ensure its Providers, comply with CMS program requirements and Laws designed to prevent or ameliorate fraud, waste, and abuse, including applicable provisions of Federal criminal law, the False Claims Act (31 USC §§ 3729, *et. seq.*), and the anti-kickback statute (Section 1128B(b) of the Social Security Act). In accordance with 42 CFR § 422.503(b)(4)(vi)(c) and 42 CFR § 423.504(b)(4)(vi)(c), Contracted Provider shall, and to the extent required by applicable law, shall require its subcontractors to, adopt and implement an effective compliance program, which must include measures that prevent, detect, and correct noncompliance with CMS program requirements as well as measures that prevent, detect, and correct fraud, waste and abuse. On an annual basis, an attestation satisfactory to CareOregon must be provided to CareOregon verifying that training and education in compliance and fraud, waste and abuse for Contracted Provider's employees, including the chief executive and senior administrators or managers; governing body members; and first tier, downstream, and related entities, has been conducted.

(c) Accreditation. Contracted Provider shall comply with policies and procedures required by CareOregon to obtain or maintain CareOregon's accreditation from accreditation bodies, including the National Committee for Quality Assurance or Utilization Review Accreditation Commission.

(d) Compliance Program/Reporting. OIG publishes compliance program guidance for health care firms available at <http://oig.hhs.gov/fraud/complianceguidance.asp>. Contracted Provider shall, and shall require its employees and, to the extent required by law its subcontractors and their employees to: (1) comply with CareOregon's compliance training requirements; and (2) report to CareOregon any suspected fraud, waste, or abuse or criminal acts by CareOregon, Payor, Contracted Provider, its Providers, their respective employees or subcontractors, or by Members. Reports may be made through www.ethicspoint.com or by calling 1-888-265-4068 (24 hours, 7 days a week), or such other vendor as CareOregon may designate by notice to Contracted Provider. Also, if DHHS publishes compliance program requirements that providers must follow as a condition of participation in Federal Health Care Programs, Contracted Provider shall, and to the extent required by law shall require its subcontractors to, comply with such requirements.

(e) Acknowledgement of Federal Funding. Claims, data and other information submitted by or on behalf of Contracted Provider to CareOregon or Payor pursuant to this Agreement may be used, directly or indirectly, for purposes of obtaining payments from Federal or State governments under Federal Health Care Programs, and payments that Contracted Provider receives under this Agreement may be, in whole or in part, from Federal funds.

(f) Certification of Data for Payment. Upon CareOregon's request, Contracted Provider shall submit certification by Contracted Provider, its Providers, or any Subcontracted Provider, stating that, based on Contracted Provider's, the Provider's, or the Subcontracted

Provider's best knowledge, information and belief, all data and other information directly or indirectly reported or submitted to CareOregon or Payor pursuant to this Agreement is accurate, complete and truthful.

(g) Exclusive Compensation. Contracted Provider shall not, and shall ensure its Providers do not, claim payment in any form, directly or indirectly, from a Federal Health Care Program for items or services covered under this Agreement, except for wrap around payments made directly by Governmental Authorities to certain qualified providers, such as Federally qualified health centers ("FQHCs") or rural health clinics ("RHCs"), where applicable.

(h) Ineligible Persons. Contracted Provider warrants and represents as of the Effective Date and throughout the Term and the duration of post expiration or termination transition activities described in this Agreement, that none of it, its Providers or any individual or entity it employs or has contracted with to carry out this Agreement is an Ineligible Person.

(i) Compliance Audit. CareOregon shall be entitled to audit Contracted Provider and its Providers with respect to Contracted Provider's performance of its duties and obligations hereunder and with respect to compliance issues, including their compliance programs, and require them to address compliance issues through education, counseling or corrective action plans. Contracted Provider shall, and shall ensure its Providers, cooperate with CareOregon with respect to any such audit, including by providing CareOregon with Records and site access within such time frames as requested by CareOregon.

(j) CCO Requirements. If the Benefit Plans include CCO plans, Contracted Provider shall comply with Exhibit B hereto setting forth the State of Oregon CCO subcontractor/provider requirements and shall require its Providers to comply therewith.

(k) Medicare Advantage Requirements. If the Benefit Plans include Medicare Advantage plans, Contracted Provider shall comply with Exhibit B hereto setting forth the federal Medicare Advantage subcontractor/provider requirements and shall require its Providers to comply therewith.

(l) Licensure. Contracted Provider shall secure and maintain all necessary licenses, certificates, permits, registrations, consents, approvals and authorizations that must be obtained by it to perform its obligations under this Agreement. As required by Program Requirements, Contracted Providers shall, and shall require its Providers to, meet the conditions of participation and be enrolled in applicable Federal Health Care Programs (including for dual eligible special needs plan Members, both Medicare and Medicaid) and have all licenses and accreditations necessary to meet such conditions of participation.

Section 4.11 Insurance. Contracted Provider and its Providers shall secure and maintain for themselves and their employees, commercial general liability and professional liability (malpractice) insurance or self-insurance coverage for claims arising out of events occurring during the Term and any post expiration or termination activities under this Agreement, in amounts required to meet Credentialing Criteria, and workers' compensation insurance as required by State Laws. Contracted Provider and its Providers shall, upon request of CareOregon, provide CareOregon with certificates of insurance or other evidence of coverage

reflecting satisfaction of the foregoing requirements of this paragraph. Contracted Provider and its Providers shall provide at least 30 days' prior notice to CareOregon in advance of any material modification, cancellation or termination of their insurance.

Section 4.12 Proprietary Information. In connection with this Agreement, Contracted Provider may obtain from CareOregon, its Affiliates, or Payors, directly or indirectly, certain information that CareOregon or its Affiliates or Payors have: (1) taken reasonable measures to maintain as confidential and that is not being generally known or readily ascertainable by the public or (2) has marked as confidential or proprietary ("**Proprietary Information**"). Proprietary Information includes, but is not limited to, Member lists, the compensation provisions of this Agreement and other information relating to CareOregon's or its Affiliates' or Payors' business that is not generally available to the public. Contracted Provider shall, and shall require its employees, agents and subcontractors to, hold in confidence and not disclose any Proprietary Information and not use Proprietary Information except (a) as expressly permitted under this Agreement, or (b) as required by Laws or legal or regulatory process. Contracted Provider shall, and shall require its employees, agents and subcontractors to, provide CareOregon with prior notice of any such disclosure required by Laws or legal or regulatory process so that CareOregon can seek an appropriate protective order. Contracted Provider shall, and shall require its employees, agents and subcontractors to, disclose Proprietary Information only in order to perform their obligations under this Agreement, and only to persons who have agreed to maintain the confidentiality of the Proprietary Information. The requirements of this Agreement regarding Proprietary Information shall survive expiration or termination of this Agreement.

Section 4.13 Required Notices. In addition to any other notices required under this Agreement, Contracted Provider shall give notice to CareOregon within two business days of the occurrence of any event that could reasonably be expected to impair the ability of Contracted Provider or any Provider to comply with the obligations of this Agreement, including any of the following with respect to Contracted Provider or any of its Providers: (a) an occurrence that causes any of the representations and warranties in this Agreement to be inaccurate; (b) failure to maintain insurance as required by this Agreement; (c) a license, certification or accreditation expires or is suspended, revoked, conditioned or otherwise restricted; (d) exclusion, suspension or debarment from, or imposition of sanction under a Federal Health Care Program; (e) a disciplinary action is initiated by a Governmental Authority; (f) hospital privileges are suspended, limited, revoked or terminated; (g) a grievance or legal action is filed by a Member; (h) investigation for fraud or a felony; or (i) a settlement related to any of the foregoing is entered by Provider or Contracted Provider.

Section 4.14 Indemnification. Except to the extent prohibited by applicable law Contracted Provider shall indemnify and hold CareOregon harmless from any and all liability, damages, costs and expenses, including reasonable attorney's fees, that CareOregon or its officers, employees or agents become obligated to pay due to the negligent or intentional acts or omissions of Covered Provider or any of its officers, employees or agents arising out of Covered Provider's duties and obligations under this Agreement, provided that no indemnification will be required to the extent it would result in the loss of available coverage under the liability insurance maintained by Participating Provider. In the event Covered Provider is a public body pursuant to the Oregon Tort Claims Act, then Covered Provider's indemnification obligation

hereunder shall be subject to the applicable enforceable limits of the Oregon Tort Claims Act and in accordance with the Oregon Constitution. Except to the extent prohibited by applicable law CareOregon shall indemnify and hold Contracted Provider harmless from any and all liability, damages, costs and expenses, including reasonable attorney's fees, that Contracted Provider or its officers, employees or agents become obligated to pay due to the negligent or intentional acts or omissions of CareOregon or any of its officers, employees or agents arising out of CareOregon's duties and obligations under this Agreement, provided that no indemnification will be required to the extent it would result in the loss of available coverage under the liability insurance maintained by Participating Provider. The parties acknowledge that state and federal agencies may review and audit all contracts, claims, bills and other expenditures of Medicare, Medicaid, and other medical assistance program funds, to determine compliance. Covered Provider agrees to indemnify and hold harmless CareOregon from any and all liability arising out of any suit, investigation, administrative action, fine, penalty or sanction by such state or federal agencies against CareOregon arising from negligent or wrongful actions of the Covered Provider, its officers, agents or employees. CareOregon agrees to indemnify and hold harmless Covered Provider from any and all liability arising out of any suit, investigation, administrative action, fine, penalty or sanction by such state or federal agencies against Covered Provider arising from negligent or wrongful actions of the CareOregon, its officers, agents or employees. This Section 4.14 shall survive the termination or expiration of this Agreement.

ARTICLE V. CAREOREGON RESPONSIBILITIES

Section 5.01 ID Cards. CareOregon shall cause to be issued identification cards, or the functional equivalent thereof, to Members and instruct them to present their cards or equivalent to providers when seeking health care items and services.

Section 5.02 Claims Processing. Payor shall pay or deny Clean Claims by the forty-fifth (45th) day after CareOregon receives a Clean Claim, or such earlier time as is required by Laws. Payor may use claims editing software programs to assist it in determining proper coding for Contracted Provider claims hereunder. Such software programs use industry standard coding criteria and incorporate guidelines established by CMS such as the National Correct Coding Initiative and the National Physician Fee Exhibit Database, the AMA and Specialty Society correct coding guidelines, and state specific regulations. These software programs may result in claim edits for specific procedure code combinations.

Section 5.03 Compensation. Compensation to Contracted Provider for Covered Services hereunder shall be as set forth in **Exhibit C** subject to any adjustments called for in the payment provisions of this Agreement including without limitation provisions pertaining to recoupment of overpayment, coordination of benefits, and prior authorization. Exhibit C may be amended or replaced pursuant to the notice provisions of Paragraph 8.14. Covered Provider shall accept such compensation (plus wrap around payments from Governmental Authorities to qualified providers such as FQHCs or RHCs, where applicable) as payment in full for Covered Services rendered to Members and all other activities of Covered Provider and its Providers under this Agreement. Contracted Provider shall not receive payment for items and services constituting Never Events or Non-Contracted Services. Any claim for payment by Contracted Provider hereunder shall be brought within one year after the payment obligation arose or such claim shall be time barred.

Section 5.04 Medical Record Review. CareOregon or Payor may perform concurrent or retrospective reviews of medical records for utilization management purposes or to verify that items and services billed to or paid for were provided and billed correctly in accordance with this Agreement and the Program Policies, or were Covered Services (including that such items and services were Medically Necessary) and Contracted Provider shall, and shall ensure its Providers, cooperate in such review.

Section 5.05 Recoupment of Overpayments. Unless otherwise prohibited by Laws, Contracted Provider, for itself and its Providers, authorizes Payor to deduct from amounts that may otherwise be due and payable to Contracted Provider any outstanding amounts that Contracted Provider may owe Payor for any reason, including Overpayments, in accordance with its recoupment policy and procedure; “**Overpayment**” for purposes of this Agreement means any funds that Contracted Provider or its Provider receives or retains to which Contracted Provider or its Provider is not entitled, including overpayments (a) for items and services later determined not to be Covered Services, (b) due to erroneous or excess reimbursement, (c) resulting from errors and omissions relating to changes in enrollment, claims payment errors, data entry errors or incorrectly submitted claims, or (d) for claims paid when Payor was the secondary payor and the Provider should have been reimbursed by the primary payor. An Overpayment also includes any payment Payor makes that is the obligation of and not paid by a Provider, including for improperly collected Member Expenses due a Member. If there are no payments to offset, or otherwise upon request of Payor, Contracted Provider shall repay Overpayments to Payor within 30 days, or such other time frame as may be mandated by Laws or Program Requirements, of the Contracted Provider’s receipt of notice of such Overpayment. Notwithstanding anything in this paragraph 5.05 to the contrary; however, such deduction or demand for payment may occur only as to Overpayments made within a one-year period prior to the date of deduction or demand. This paragraph shall survive expiration or termination of this Agreement.

Section 5.06 Suspension of Payment. If DHHS suspends payments to Contracted Provider or any of its Providers while Governmental Authorities investigate an allegation of fraud, then Payor may suspend the Provider and payments for Covered Services provided by the Provider during the period of the DHHS suspension of payments.

Section 5.07 Retained or Delegated Functions. To the extent allowed by Law, CareOregon may delegate functions related to Benefit Plan management to third parties or to Payor. Alternatively Payor may retain certain functions in administering the Benefit Plan. Examples of functions that may be performed by CareOregon, Payor or a third party, depending upon the specific Benefit Plan include for example, issuing Member identification cards or the equivalent, credentialing, administration of Member or Provider grievances and appeals, quality improvement, auditing, billing, inspection, monitoring, prior authorizations, utilization review, and case management. In instances where CareOregon delegates functions to Payor or another third party or Payor retains certain functions, CareOregon shall notify Contracted Provider in writing of such delegation or retention of the function and Contracted Provider shall cooperate with the CareOregon designee in performing functions or duties hereunder to the same extent that Contracted Provider is required to cooperate with CareOregon hereunder in performing such functions and duties.

Section 5.08 CareOregon License. CareOregon is and will remain properly licensed and/or accredited in accordance with Laws.

Section 5.09 Insurance. CareOregon shall maintain such policies of general and professional liability insurance in accordance with Laws and to insure CareOregon against claims regarding CareOregon operations and performance under this Agreement.

ARTICLE VI. RECORDS; ACCESS; AUDITS

Section 6.01 Maintenance. Contracted Provider shall, and shall cause its subcontractors to, maintain operational, financial and administrative records, contracts, books, files, data and other documentation related to the Covered Services provided to Members, claims filed and other services and activities conducted under this Agreement (“**Records**”). Contracted Provider shall ensure that such Records are kept in accordance with Laws, Program Requirements, generally accepted accounting principles (as applicable) and prudent record keeping practices and are sufficient to enable CareOregon to enforce its rights under this Agreement, including this paragraph, and to determine whether Contracted Provider and its subcontractors and their respective employees are performing or have performed Contracted Provider’s obligations in accordance with this Agreement, Laws and Program Requirements. Contracted Provider shall, and shall cause its subcontractors to, maintain such Records for the time period set forth in the applicable Program Attachment governing the Benefit Plan. Records that are under review or audit shall be retained until the completion of such review or audit if that date is later than the time frame indicated above.

Section 6.02 Access and Audit. CareOregon shall have the right to monitor, inspect, evaluate and audit Contracted Provider and its Providers and subcontractors as necessary to comply with Laws or Program Requirements or to verify Contracted Provider’s compliance with and satisfactory performance of, this Agreement. In connection with any monitoring, inspection, evaluation or audit, Contracted Provider shall, and shall cause its Providers and subcontractors to, at no additional cost to CareOregon, provide CareOregon with access to all Records, personnel, physical facilities, equipment and other information necessary for CareOregon or its auditors to conduct the audit. Within three business days of CareOregon’s written request for Records, or such shorter time period required for CareOregon to comply with requests of Governmental Authorities, Contracted Provider shall, and shall cause its Providers and subcontractors to, compile and prepare all such Records and furnish such Records to CareOregon in a form as reasonably requested by CareOregon. CareOregon shall pay the reasonable copying cost, which shall include only the direct cost of copying and not the cost of personnel used in gathering the records and arranging for copying. Contracted Provider shall provide CareOregon with an estimate of such costs and obtain CareOregon consent prior to copying such records. In CareOregon’s discretion, rather than pay the direct cost of the copies, CareOregon may arrange for copies to be made at its own expense.

Section 6.03 Survival. The requirements of this Agreement regarding Records, access, inspection, and audit shall survive expiration or termination of this Agreement.

**ARTICLE VII.
TERM AND TERMINATION**

Section 7.01 Term. The term of this Agreement (the “**Term**”) shall begin on the Effective Date and continue for a period of one year, and thereafter shall renew for successive periods of one year each unless a Party provides notice of nonrenewal to the other at least 90 days before the end of the then current (initial or renewal) term, unless and until the Agreement is terminated in accordance with the terms and conditions of the Agreement, including those in a Program Attachment.

Section 7.02 Termination

(a) Termination Without Cause. Either Party may terminate this Agreement, in whole or with respect to any particular Program or Benefit Plan, at any time upon 90 days’ prior notice to the other. CareOregon may terminate this Agreement as to any particular Provider at any time for any reason or no reason upon 90 days’ prior notice to Contracted Provider.

(b) Termination for Cause.

(i) A Party may terminate this Agreement for material breach of this Agreement by the other Party by providing the other Party at least 90 days’ prior written notice specifying the nature of the material breach, and no cure having been made during the first 60 days of the notice period.

(ii) CareOregon may terminate this Agreement as to a particular Provider for a material failure by the Provider to comply with any of the terms or provisions of this Agreement by providing Contracted Provider at least 90 days’ prior notice specifying the nature of the material failure, no cure having been made to CareOregon’s satisfaction during the first 60 days of the notice period. Upon termination by CareOregon of a Provider, Contracted Provider shall remove Provider from performing any of the services hereunder.

(c) Immediate Termination. CareOregon may terminate this Agreement in its entirety, or with respect to a particular Provider, upon immediate notice to Contracted Provider upon the occurrence of any of the following: (a) termination is necessary for health and safety of one or more Members; (b) a Provider suffers the loss, suspension or restriction of a license from a Governmental Authority or accreditation from an accreditation body required to carry out its obligations under this Agreement, including meeting the conditions of participation in applicable Programs; (c) Covered Provider or any of its Providers becomes an Ineligible Person or voluntarily withdraws from participation in applicable Programs, and is not immediately terminated by Contracted Provider; (d) a Governmental Authority orders CareOregon to terminate the Agreement; (e) CareOregon reasonably determines or a Governmental Authority determines or advises that a Provider or Contracted Provider is engaging or has engaged in fraud or abuse, or has submitted a false claim; (f) a Provider fails to meet Credentialing Criteria; (g) a Provider or Contracted Provider fails to maintain insurance as required by this Agreement; (h) a Provider or Contracted Provider undergoes a change of control that is not acceptable to CareOregon; or (i) Contracted Provider becomes insolvent, is adjudicated as bankrupt, has its

business come into possession or control of any trustee in bankruptcy, has a receiver appointed for it, or makes a general assignment for the benefit of its creditors.

(d) **Transition of Care.** To ensure that a transition is undertaken in an orderly manner that maximizes Member safety and continuity of care, upon expiration or termination of this Agreement for any reason upon request of CareOregon, Contracted Provider shall continue to provide care and assist in transitioning Members to new providers in accordance with Laws and Program Requirements (“**Transitional Care**”). Such Transitional Care requirements may include, for example, that care for certain chronic or acute conditions continue for 90 days after the end of the Term and that post-partum care be provided after the end of the Term for Members in their second or third trimester as of the date the Term ended. The terms and conditions of this Agreement shall apply to Transitional Care after the Term, provided that notwithstanding any compensation provisions of this Agreement, Contracted Provider shall be paid for such transitional services provided after the Term at 100 percent of Payor’s then current rate schedule for the applicable Benefit Plan. The Transitional Care provisions in this paragraph shall survive expiration or termination of this Agreement.

(e) **Notification to Members.** Upon expiration or termination of this Agreement, CareOregon will communicate such expiration or termination to Members as required by and in accordance with Laws and Program Requirements. Contracted Provider shall obtain CareOregon’s prior written approval of Provider communications to Members regarding the expiration or termination of this Agreement. The foregoing sentence shall not prevent a Provider from engaging in communications with his patient regarding the patient’s health.

ARTICLE VIII. DISPUTE RESOLUTION

Section 8.01 Provider Administrative Review and Appeals. Where applicable, a Provider or Contracted Provider shall exhaust all CareOregon or Payor review and appeal rights regarding provider disputes in accordance with the Program Policies before seeking any other remedy. Where required by Laws or Program Requirements, administrative reviews and appeals shall be subject to and resolved in accordance with applicable administrative law.

Section 8.02 Disputes. Disputes between CareOregon and a Provider or Contracted Provider related to this Agreement must be submitted to arbitration within one year of the act or omission giving rise to the claim or dispute. The failure to initiate arbitration within the foregoing time period will constitute waiver of such claims and disputes.

Section 8.03 Dispute Resolution. Before a Party initiates arbitration regarding a claim or dispute under this Agreement (a “**Dispute**”), the Parties shall meet and confer in good faith to seek resolution of the Dispute. If a Party desires to initiate the procedures under this paragraph, the Party shall give notice (a “**Dispute Initiation Notice**”) to the other Party providing a brief description of the nature of the Dispute, explaining the initiating Party’s claim or position in connection with the Dispute, including relevant documentation, and naming an individual with authority to settle the Dispute on such Party’s behalf. Within 20 days after receipt of a Dispute Initiation Notice, the receiving Party shall give a written reply (a “**Dispute Reply**”) to the initiating Party providing a brief description of the receiving Party’s position in connection with

the Dispute, including relevant documentation, and naming an individual with the authority to settle the Dispute on behalf of the receiving Party. The Parties shall promptly make an investigation of the Dispute, and commence discussions concerning resolution of the Dispute within 20 days after the date of the Dispute Reply. If a Dispute has not been resolved within 30 days after the Parties have commenced discussions regarding the Dispute, either Party may submit the dispute to arbitration subject to the terms and conditions herein. Failure to comply with this paragraph shall not bar a party from submitting the Dispute to arbitration; however, a Party's failure to take advantage of this informal process may be considered by the arbitrator in making any award of attorneys' fees hereunder.

Section 8.04 Arbitration. Except as barred or excepted by this Agreement, all claims and disputes between the Parties shall be resolved exclusively by final, binding and confidential arbitration in Multnomah County, Oregon. The arbitration shall be conducted using the rules and under the auspices of the Arbitration Service of Portland ("ASP"). The arbitration shall be held before a single arbitrator, unless the amount in dispute is more than \$10 million, in which case it will be held before a panel of three arbitrators. In a case with a single arbitrator, the Parties shall select the arbitrator by agreement within 30 days of the date the Demand for Arbitration is filed, and if the Parties are unable to agree on the selection of an arbitrator within such time, ASP shall select an independent arbitrator. In the case of a panel, each Party shall select an arbitrator, and the two arbitrators shall select the third arbitrator, and if the two arbitrators are unable to agree on the selection of a third arbitrator within thirty days after arbitration is initiated, ASP shall select an independent third arbitrator. The arbitrator or panel may not certify a class or conduct class based arbitration. The decision of the arbitrator or panel shall be final and binding on the Parties. The award of the arbitrator or panel may be confirmed or enforced in any court having jurisdiction. Except as otherwise provided in this Agreement, each Party shall bear its own costs related to the arbitration, including costs of subpoenas, depositions, transcripts, witness fees, and attorneys' fees and the compensation and expenses of the arbitrator and administrative fees or costs of the arbitration shall be borne equally by the Parties.

Section 8.05 Damages Limitation. In no event shall CareOregon be liable to Contracted Provider for any incidental, indirect, special, consequential or emotional distress damages of any kind.

Section 8.06 Governing Law/Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Oregon, without regard to principles of conflict of laws. Each of the Parties hereby agrees and consents to be subject to the exclusive jurisdiction and venue of the appropriate state or federal court located in Multnomah County Oregon, in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement that is not subject to arbitration.

Section 8.07 Waiver of Jury Trial. Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder.

Section 8.08 Equitable Relief. Notwithstanding anything in this Agreement to the contrary, either Party may bring court proceedings to seek temporary or preliminary injunctive relief to enforce any right, duty or obligation under this Agreement.

Section 8.09 Independent Contractors. The Parties are independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, or an employment or agency relationship between the Parties. Neither Party has the right nor the authority to assume or create any obligation or responsibility on behalf of the other. Neither Party is liable for the acts of the other.

Section 8.10 No Steering. For the Term and for one year thereafter, Contracted Provider shall not, and shall ensure that its Providers do not, engage in steering or otherwise directly or indirectly solicit any Member to cease or reduce its business with CareOregon or any Benefit Plan.

Section 8.11 Third Parties. Except as otherwise provided in this Agreement, this Agreement is not a third party beneficiary contract and no provision of this Agreement is intended to create or may be construed to create any third party beneficiary rights in any third party, including any Member or any Provider.

Section 8.12 Notices. Except for non-material revisions to the Program Policies, all notices required or permitted under this Agreement must be in writing and sent by (a) hand delivery, (b) U.S. certified mail, postage prepaid, return receipt requested, (c) overnight delivery service providing proof of receipt, (d) facsimile or (e) email, to the addresses of the Parties as set forth on the signature page. Each Party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or refusal to accept delivery. Notice to Contracted Provider shall constitute notice to its Providers.

Section 8.13 Incorporation of Laws/Program Requirements/Accreditation Standards. All terms and conditions of this Agreement are subject to Laws, Program Requirements and accreditation standards. Any term, condition or provision now or hereafter required to be included in the Agreement by Laws, Program Requirements or accreditation standards shall be deemed incorporated herein and binding upon and enforceable against the Parties, regardless of whether or not the term, condition or provision is expressly stated in this Agreement. CareOregon may amend this Agreement upon notice to Contracted Provider to comply with Laws, Program Requirements or accreditation standards, and such amendment shall be effective upon receipt or such other date indicated on the amendment.

Section 8.14 Amendment. Except as otherwise stated in this paragraph, this Agreement and its Exhibits may only be modified in writing and signed by the authorized parties hereto. Notwithstanding the foregoing: (a) CareOregon may amend this Agreement, and its Exhibits, upon thirty (30) days' written notice to Contracted Provider and such amendments shall automatically become effective thirty-one (31) days after the date of written notice, unless written notice rejecting such amendments is delivered to CareOregon by Contracted Provider within thirty (30) days, in which case CareOregon may terminate this Agreement for convenience in accordance with this Agreement; (b) CareOregon may make Non-Material Changes to the Exhibits effective immediately upon notice (or effective on such later date specified in the notice) to Contracted Provider ("**Non-Material Changes**" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes), and other changes that do not have a material impact on Contracted Provider's continued ability to render Covered Services to Members); and (c) CareOregon may

make amendments to the Agreement or Exhibits that are necessary to comply with Laws or Government Contracts effective immediately upon notice to Contracted Provider (or effective on such later date specified in the notice).

Section 8.15 Assignment. Contracted Provider may not assign, delegate or transfer this Agreement, in whole or in part, without the prior written consent of CareOregon. CareOregon may assign this Agreement, in whole or in part, to any of its Affiliates or to the purchaser of the assets or successor to the operations of CareOregon or its Affiliates.

Section 8.16 Name, Symbol and Service Mark. The Parties shall not use each other's name, symbol, logo, or service mark for any purpose without the prior written approval of the other. Notwithstanding the foregoing: (a) Covered Provider and its Providers may include CareOregon's or Benefit Plan names in listings of health plans Covered Provider and its Providers participate in, and (b) CareOregon or Payors may use information about Covered Provider and its Providers in information or publications identifying Participating Providers or as required by Laws or Program Requirements. Covered Provider shall, and shall require its Providers to, provide comparable treatment to CareOregon and Payors as they provide to other managed care organizations or private insurers with respect to marketing or the display of cards, plaques or other logos supplied by CareOregon or Payor to inform Members that Providers are Participating Providers under the Benefit Plans.

Section 8.17 Other Agreements. If a Provider participates as a Participating Provider under more than one agreement with CareOregon or Payor for a particular Program, CareOregon or Payor will compensate the Provider for Covered Services it provides to Members of Benefit Plans in that Program under the agreement selected by CareOregon or Payor.

Section 8.18 Force Majeure. Each Party shall have and maintain disaster recovery plans in accordance with industry standards. However, if either Party's performance under this Agreement is prevented, hindered or delayed by reason of any cause beyond the Party's reasonable control that cannot be overcome by reasonable diligence, including war, acts of terrorism, civil disorders, labor disputes (other than strikes within such Party's own labor force), governmental acts, epidemics, quarantines, embargoes, fires, earthquakes, storms, or acts of God, such Party shall be excused from performance to the extent that it is prevented, hindered or delayed thereby, during the continuances of such cause; and such Party's obligations hereunder shall be excused so long as and to the extent that such cause prevents or delays performance. If Covered Provider is unable to perform under this Agreement due to an event as described in this paragraph, CareOregon may take whatever action is reasonable and necessary under the circumstances to ensure its compliance with Laws and Program Requirements and equitably adjust payments to Covered Provider until Covered Provider resumes its performance under this Agreement.

Section 8.19 Severability. When possible, each provision of this Agreement shall be interpreted in such a manner as to be effective, valid and enforceable under Laws. If any provision of this Agreement is held to be prohibited by, or invalid or unenforceable under Laws, such provision shall be ineffective only to the express extent of such prohibition, unenforceability or invalidity, without invalidating the remainder of this Agreement.

Section 8.20 Waiver. No waiver shall be effective unless in writing and signed by the waiving Party. A waiver by a Party of a breach or failure to perform this Agreement shall not constitute a waiver of any subsequent breach or failure.

Section 8.21 Entire Agreement. This Agreement, including the Exhibits, each of which are made a part of and incorporated into this Agreement, comprises the complete agreement between the Parties and supersedes all previous agreements and understandings (whether verbal or in writing) related to the subject matter of this Agreement.

Section 8.22 Headings. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision of it.

Section 8.23 Interpretation. Both Parties have had the opportunity to review this Agreement with legal counsel, and any ambiguity found in this Agreement shall not be construed in a Party's favor on the basis that the other Party drafted the provision containing the ambiguity.

Section 8.24 Survival. Any provision of this Agreement, including any Exhibit, that requires or reasonably contemplates the performance or existence of obligations by a Party after expiration or termination of this Agreement shall survive such expiration or termination regardless of the reason for expiration or termination.

Section 8.25 Rights Cumulative. Except as set forth herein, all rights and remedies of a Party in this Agreement are cumulative, and in addition to all legal rights and remedies available to such Party.

Section 8.26 Counterparts/Electronic Signatures. This Agreement may be executed in any number of counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

Section 8.27 Warranties and Representations. Each Party warrants and represents, as of the Effective Date and continuously thereafter throughout the entire Term and during the post expiration or termination transition period described herein, as follows:

(a) The Party is a corporation or other legally recognized entity duly incorporated or organized, validly existing and in good standing under the laws of the State in which it is incorporated, organized or operating, and it has the authority to transact business in each State in which it operates.

(b) The Party has the corporate or company power and legal authority to, and has taken all necessary corporate or other action on its part to, authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

(c) This Agreement has been duly executed and delivered by the Party, and constitutes a legal, valid, and binding agreement that is enforceable against such Party in accordance with its terms.

(d) The execution and delivery of this Agreement and the performance of the Party's obligations hereunder do not (a) conflict with or violate any provision of the Party's organizational documents or Laws, or (b) conflict with, or constitute a default under, any contractual obligation of the Party.

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, with the intent to be legally bound, have caused this Agreement to be duly executed and effective as of the Effective Date.

CAREOREGON, INC.

CLACKAMAS COUNTY COMMUNITY HEALTH DIVISION

Signature: _____

Signature: _____

Name: Scott Clement

Name: _____

Title: Chief Network Officer

Title: _____

Date: _____

Date: _____

Tax ID: _____

CareOregon Notice Address:

Contracted Provider Notice Address:

Attention: Chief Network Officer
CareOregon, Inc.
315 SW Fifth Avenue Suite 900
Portland, OR 97204

Attention: Administrator
Clackamas County Commission Health Division
2051 Kaen Road
Oregon City, OR 97045

**EXHIBIT A
LIST OF APPLICABLE BENEFIT PLANS**

Effective Date:

Oregon Health Plan

Oregon Health Plan (OHP)

Medicare Plans

CareOregon Medicare Advantage Plus

CareOregon Advantage Star

Coordinated Care Organizations

CCOs with a CareOregon Payor Arrangement

Columbia Pacific CCO, LLC

Jackson County CCO, LLC, DBA Jackson Care Connect

Tri-County Medicaid Collaborative, DBA Health Share of Oregon (physical health services only)

CCOs with a CCO Payor Arrangement

Yamhill County Care Organization, Inc.

Private Insurance Plans

None.

This Exhibit is effective as of the date indicated above and supersedes any prior Exhibit A and may be amended or replaced pursuant to paragraph 8.14 of the Provider Agreement.

**EXHIBIT B
PROGRAM ATTACHMENT**

CCO CONTRACT PROVISIONS APPLICABLE TO SUBCONTRACTORS

Provider (“Subcontractor”) has agreed to provide services to one or more Coordinated Care Organizations (“CCOs”) pursuant to a Health Plan Services Contract entered into by the CCO (also referred to herein as “Contractor”) and the State of Oregon, acting by and through its Oregon Health Authority (“OHA”), Division of Medical Assistance Programs (“DMAP”) to provide and pay for Coordinated Care Services (the “CCO Contract”).

The CCO Contract requires that the provisions in this Exhibit be included in any subcontracts and contracts with Participating Providers. This Exhibit is incorporated by reference into and made part of the Professional Services Agreement (the “Agreement”) with respect to goods and services rendered under the Agreement by Provider to CCO enrollees who are enrolled in the Oregon Health Plan Medicaid managed care program (“Members”). In the event of a conflict or inconsistency with any term or condition in the Agreement, this Exhibit shall control.

Subcontractor shall comply with the provisions in this Exhibit to the extent that they are applicable to the goods and services provided by Subcontractor under the Agreement; provided, however, that the Agreement shall not terminate or limit Contractor’s legal responsibilities to OHA for the timely and effective performance of Contractor’s duties and responsibilities under the CCO Contract. Capitalized terms used in this Exhibit, but not otherwise defined in the Agreement shall have the same meaning as those terms in the CCO Contract, including definitions incorporated therein by reference.

1. OHA. To the extent any provision in the CCO Contract applies to Contractor with respect to the Work Contractor is providing to OHA through the Agreement, that provision shall be incorporated by reference into the Agreement and shall apply equally to Subcontractor.

2. Termination for Cause. In addition to pursuing any other remedies allowed at law or in equity or by the Agreement, the Agreement may be terminated by Contractor, or Contractor may impose other sanctions against Subcontractor, if the Subcontractor’s performance is inadequate to meet the requirements of the CCO Contract.

3. Monitoring.

3.1. *By Contractor*. Contractor will monitor the Subcontractor’s performance on an ongoing basis and perform at least once a year a formal review of compliance with delegated responsibilities and Subcontractor’s performance, deficiencies or areas for improvement, in accordance with 42 CFR 438.230. Upon identification of deficiencies or areas for improvement, Subcontractor shall take the Corrective Action identified by Contractor.

3.2. *By OHA*. Subcontractor agrees that OHA is authorized to monitor compliance with the requirements in the Statement of Work under the CCO Contract and that methods of monitoring compliance may include review of documents submitted by Subcontractor, CCO Contract performance review, Grievances, on-site review of documentation or any other source of relevant information. Subcontractor shall cooperate in making records and facilities available for such review.

4. Federal Medicaid Managed Care. Subcontractor shall comply with the requirements of 42 CFR §438.6 that are applicable to the Work required under the Agreement.

5. Hold Harmless. Subcontractor shall not hold OHA nor a Member receiving services liable for any costs or charges related to Contractor-authorized Covered Services rendered to a Member whether in an emergency or otherwise. Furthermore, Subcontractor shall not hold a Member liable for any payments for any of the following: (a) Contractor's or Subcontractor's debt due to Contractor's or Subcontractor's insolvency; (b) Coordinated Care Services authorized or required to be provided under the CCO Contract and the Agreement to a Member, for which (i) OHA does not pay Contractor; or (ii) Contractor does not pay Subcontractor for Covered Services rendered to a Member as set forth in the Agreement; and (c) Covered Services furnished pursuant to the Agreement to the extent that those payments are in excess of the amount that the Member would owe if Contractor provided the services directly. Subcontractor may not initiate or maintain a civil action against a Member to collect any amounts owed by the Contractor for which the Member is not liable to the Subcontractor under the Agreement. Nothing in this paragraph 5 shall impair the right of the Subcontractor to charge, collect from, attempt to collect from or maintain a civil action against a Member for any of the following: (a) deductible, copayment, or coinsurance amounts, (b) health services not covered by the Contractor or the OHP Contract, and (c) health services rendered after the termination of the Agreement, unless the health services were rendered during the confinement in an inpatient facility and the confinement began prior to the date of termination of the Agreement or unless the Subcontractor has assumed post-termination treatment obligations under the Agreement.

6. Continuation. Subcontractor shall continue to provide Covered Services during periods of Contractor insolvency or cessation of operations through the period for which CCO Payments were made to Contractor.

7. Billing and Payment. Subcontractor shall not bill Members for services that are not covered under the CCO Contract unless there is a full written disclosure or waiver on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-141-0420.

8. Reports. Subcontractor shall provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the CCO Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.

9. Quality Improvement. In conformance with 42 CFR 438 Subpart E, Subcontractor shall cooperate with OHA by providing access to records and facilities for the purpose of an annual, external, independent professional review of the quality outcomes and timeliness of, and access to, Services provided under the CCO Contract.

10. Access to Records. Subcontractor shall maintain all financial records related to the CCO Contract in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to the CCO Contract (the "Records") in such a manner to clearly document Subcontractor's performance. Subcontractor shall provide timely and reasonable access to Records to: (a) OHA; (b) the Secretary of State's Office; (c) CMS; (d) the Comptroller General of the United States; (e) the Oregon Department of Justice Medicaid Fraud Control Unit; and (g) all their duly authorized representatives, to perform examinations and audits, make excerpts and transcripts, and evaluate the quality, appropriateness and timeliness of services performed. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilities for such a review or audit. Subcontractor shall retain and keep accessible all Records for the longer of: (a) six years following final payment and termination of the CCO Contract; (b) the period as may be required by applicable law, including the records retention schedules set forth in

OAR Chapter 166; or (c) until the conclusion of any audit, controversy or litigation arising out of or related to the CCO Contract. The rights of access in this paragraph 10 are not limited to the required retention period, but shall last as long as the Records are retained.

11. Clinical Records and Confidentiality of Member Records. Subcontractor shall comply with Contractor's policies and procedures that ensure maintenance of a record keeping system that includes maintaining the security of records as required by the Health Insurance Portability and Accountability Act, 42 USC 1320d et. seq., and the federal regulations implementing the Act ("HIPAA"), and complete Clinical Records that document the Coordinated Care Services received by the Members. Contractor shall regularly monitor Subcontractor's compliance with these policies and procedures and Subcontractor shall be subject to and comply with any Corrective Action taken by Contractor that is necessary to ensure Subcontractor compliance.

12. Reporting of Abuse. Subcontractor shall comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 410.610 et.seq., ORS 419B.010 et.seq., ORS 430.735 et.seq., ORS 433.705 et.seq., ORS 441.630 et.seq., and all applicable Administrative Rules. In addition, Subcontractor shall comply with all protective services, investigation and reporting requirements described in OAR 943-045-0250 through 943-045-0370 and ORS 430.735 through 430.765.

13. Fraud and Abuse. Subcontractor shall comply with Contractor's fraud and Abuse policies to prevent and detect fraud and Abuse activities as such activities relate to the OHP, and shall promptly refer all suspected cases of fraud and Abuse to the Contractor and the Medicaid Fraud Control Unit ("MFCU"). Subcontractor shall permit the MFCU or OHA or both to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Subcontractor, as required to investigate an incident of fraud and Abuse. Subcontractor shall cooperate with the MFCU and OHA investigator during any investigation of fraud and Abuse. Subcontractor shall provide copies of reports or other documentation regarding any suspected fraud at no cost to MFCU or OHA during an investigation.

14. Certification. Subcontractor certifies that all Claims data submissions by the Subcontractor, either directly or through a third party submitter, is and will be accurate, truthful and complete in accordance with OAR 410-141-3320 and OAR 410-120-1280.

15. Mental Health Services and Substance Use Disorder Services.

15.1. *Measures and Outcomes Tracking System.* If Subcontractor provides Mental Health Services and/or substance use disorder services, Subcontractor must enroll all individuals receiving services and maintain those individual's records in the Measure and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx> and as it may be revised from time to time.

15.2. *Community Services.* If Subcontractor provides substance use disorder services, Subcontractor shall provide to Members, to the extent of available community resources and as clinically indicated, information and referral to community services which may include, but are not limited to: child care; elder care; housing; transportation; employment; vocational training; educational services; mental health services; financial services; and legal services.

15.3. *Training.* Where Subcontractor provides substance use disorder services and evaluates Members for access to and length of stay in substance use disorder services, Subcontractor represents and warrants that it has the training and background in substance use disorder services and working

knowledge of American Society of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition-Revised (PPC-2R).

16. State Provisions. Subcontractor shall comply with all State and local laws, rules, regulations, executive orders and ordinances applicable to the CCO Contract or to the performance of Work under the Agreement, including but not limited to the following: (a) ORS Chapter 659A.142; (b) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; (c) OHA rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141; and (d) all other OHA Rules in OAR Chapter 410. These laws, rules, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the CCO Contract and required by law to be so incorporated. Subcontractor shall, to the maximum extent economically feasible in the performance of the Agreement pertinent to the OHP Contact, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled products" is defined in ORS 279A.010(1)(ii)).

17. Americans with Disabilities Act. In compliance with the Americans with Disabilities Act of 1990, any written material that is generated and provided by Subcontractor under the CCO Contract to Members, including Medicaid-Eligible Individuals, shall, at the request of such individuals, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision.

18. Information/Privacy/Security/Access. If the items or services provided under the Agreement permits Subcontractor 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 Contractor access to such OHA Information Assets or Network and Information Systems, Subcontractor shall comply with OAR 943-014-0300 through OAR 943-014-0320.

19. Governing Law, Consent to Jurisdiction. The CCO Contract 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 between the OHA (or any other agency or department of the State of Oregon) and Subcontractor that arises from or relates to the CCO Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this paragraph 19 be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. SUBCONTRACTOR, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

20. Independent Contractor.

20.1. *Not an Employee of the State.* Subcontractor represents and warrants that it is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

20.2. *Current Work for State or Federal Government.* If Subcontractor is currently performing work for the State of Oregon or the federal government, Subcontractor by signature to the Agreement represents and warrants that Subcontractor's Work to be performed under the Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Subcontractor currently performs work would prohibit

Subcontractor's work under the Agreement or the CCO Contract. If compensation under the Agreement is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.

20.3. *Taxes.* Subcontractor shall be responsible for all federal and State of Oregon taxes applicable to compensation paid to Subcontractor under the Agreement, and unless Subcontractor is subject to backup withholding, OHA and Contractor will not withhold from such compensation any amount to cover Subcontractor's federal or State tax obligations. Subcontractor shall not be eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under the Agreement, except as a self-employed individual.

20.4. *Control.* Subcontractor shall perform all Work as an independent contractor. Subcontractor understands that the Contractor or CareOregon reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, Contractor or CareOregon may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Work delegated under the Agreement.

21. Representations and Warranties. Subcontractor represents and warrants to Contractor and CareOregon that: (a) Subcontractor has the power and authority to enter into and perform the Agreement; (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms, (c) Subcontractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subcontractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Subcontractor's industry, trade or profession; and (d) Subcontractor shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and (5) Subcontractor prepared its application related to this Contract, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

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

23. Subcontracts. Where Subcontractor is permitted to subcontract certain functions of the Agreement, Subcontractor shall notify CareOregon, in writing, of any subcontract(s) for any of the Work required by the CCO Contract other than information submitted in Exhibit G of the CCO Contract. In addition, Subcontractor shall ensure that any subcontracts are in writing and include all the requirements set forth in this Exhibit that are applicable to the service or activity delegated under the subcontract.

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

25. Limitations of Liabilities. Subcontractor agrees that OHA, Contractor and CareOregon shall not be held liable for any of Subcontractor's debts or liabilities in the event of insolvency.

26. Compliance with Federal Laws. Subcontractor shall comply with federal laws as set forth or incorporated, or both, in the CCO Contract and all other federal laws applicable to Subcontractor's performance relating to the CCO Contract or the Agreement. For purposes of the CCO Contract and the Agreement, all references to federal laws are references to federal laws as they may be amended from time to time. In addition, unless exempt under 45 CFR Part 87 for Faith-Based Organizations, or other federal provisions, Subcontractor shall comply with the following federal requirements to the extent that they are applicable to the CCO Contract and the Agreement:

26.1. *Federal Provisions.* Subcontractor shall comply with all federal laws, regulations, and executive orders applicable to the CCO Contract or to the delivery of Work under the Agreement. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the CCO Contract and the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements Title V, 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 CCO Contract and the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

26.2. *Equal Employment Opportunity.* If the CCO Contract, including amendments, is for more than \$10,000, then Subcontractor 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).

26.3. *Clean Air, Clean Water, EPA Regulations.* If the CCO Contract, including amendments, exceeds \$100,000 then Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC 1251 to 1387), specifically including, but not limited to Section 508 (33 USC 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, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subcontractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this subparagraph.

26.4. *Energy Efficiency.* Subcontractor shall 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).

26.5. *Truth in Lobbying.* Subcontractor certifies, to the best of the Subcontractor's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, 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 Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. Subcontractor 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 Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract 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 Subcontractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

f. No part of any federal funds paid to Subcontractor under this Contract 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 Subcontractor under this Contract 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 of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

26.6. *HIPAA Compliance.* Subcontractor acknowledges and agrees that Contractor is a “covered entity” for purpose of the privacy and security provisions of HIPAA. Accordingly, Subcontractor shall comply with HIPAA and the following:

a. Individually Identifiable Health Information (“IIHI”) about specific individuals is protected from unauthorized use or disclosure consistent with the requirement of HIPAA. IIHI relating to specific individuals may be exchanged between Subcontractor and Contractor and between Subcontractor and OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the CCO Contract. However, Subcontractor shall not use or disclose any IIHI about specific individuals in a manner that would violate (i) the HIPAA Privacy Rules in 45 CFR Parts 160 and 164; (ii) the OHA Privacy Rules, OAR Chapter 407 Division 014 ., or (iii) the OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/cfl/FORMS/>, Form number ME2090, or may be obtained from OHA.

b. Subcontractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rule in 45 CFR Part 164 to ensure that Member Information is used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of the CCO Contract and the Agreement. Security incidents involving Member Information must be immediately reported to the Contractor’s privacy officer and to the Oregon Department of Human Services’ (“DHS”) Privacy Officer.

c. Subcontractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS Electronic Data Transmission Rules, OAR 410-001-0000 through 410-001-0200. If Contractor intends to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or enrollment information, authorizations or other electronic transactions, Subcontractor shall comply with OHA Electronic Data Transmission Rules.

d. If Subcontractor reasonably believes that the Contractor’s or OHA’s data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Subcontractor shall promptly consult Contractor or the OHA HIPAA officer.

26.7. *Resource Conservation and Recovery.* Subcontractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency.

26.8. *Audits.* Subcontractor shall 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.”

26.9. *Debarment and Suspension.* Subcontractor represents and warrants that:

a. Subcontractor is not excluded by the U.S. Department of Health and Human Services Office of the Inspector General or listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Nonprocurement

Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension.”

b. Subcontractor is not excluded from participation in Medicare or Medicaid for any of the following reasons:

i. Subcontractor is controlled by a sanctioned individual.

ii. Subcontractor has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Social Security Act.

iii. Subcontractor employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one of the following:

Any individual or entity excluded from participation in Federal health care programs.

Any entity that would provide those services through an excluded individual or entity.

The Subcontractor is prohibited from knowingly having a person with ownership of more than 5% of the Contractor’s equity who is (or is affiliated with a person/entity that is) debarred, suspended, or excluded from participation in federal healthcare programs.

26.10. *Drug-Free Workplace.* Subcontractor shall comply with the following provisions to maintain a drug-free workplace:

a. Subcontractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subcontractor’s workplace or while providing services to Members. Subcontractor’s notice shall specify the actions that will be taken by Subcontractor against its employees for violation of such prohibitions;

b. Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, Subcontractor’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;

c. Provide each employee to be engaged in the performance of services under the Agreement a copy of the statement mentioned in subparagraph 26.10.a above;

d. Notify each employee in the statement required by subparagraph 26.10.a that, as a condition of employment to provide services under the CCO Contract 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 days after such conviction;

e. Notify OHA, CareOregon and Contractor within ten days after receiving notice under subparagraph 26.10.d from an employee or otherwise receiving actual notice of such conviction;

f. 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;

g. Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs 26.10.a through 26.10.f;

h. Require any subcontractor to comply with subparagraphs 26.10.a through 26.10.g;

i. Neither Subcontractor, nor any of Subcontractor's employees, officers, agents or subcontractors may provide any service required under the 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 Subcontractor or Subcontractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subcontractor or Subcontractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to Members 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;

j. Violation of any provision of this subparagraph 26.10 may result in termination of the Agreement and the CCO Contract.

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

26.12. *Clinical Laboratory Improvements.* Subcontractor and any laboratories used by Subcontractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438, which require that all laboratory testing sites providing services under the CCO Contract shall have either a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver or a certificate of registration along with a CLIA identification number. 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.

26.13. *OASIS.* To the extent applicable, Subcontractor shall comply with the Outcome and Assessment Information Set ("OASIS") reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to the CMS requirements published in 42 CFR 484.20, and such subsequent regulations as CMS may issue in relation to the OASIS program.

26.14. *Patient Rights Condition of Participation.* To the extent applicable, Subcontractor shall comply with the Patient Rights Condition of Participation that hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Exhibit, hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.

26.15. *Federal Grant Requirements.* Subcontractor shall not expend any of the funds paid under the Agreement for roads, bridges, stadiums, or any other item or service not covered under the Oregon Health Plan ("OHP").

27. Marketing. Subcontractor shall not initiate contact nor Market independently to potential Clients, directly or through any agent or independent contractor, in an attempt to influence an OHP Client's Enrollment with Contractor, without the express written consent of OHA. Subcontractor shall not conduct, directly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice a Client to enroll with Contractor, or to not enroll with another CCO Contractor. Subcontractor shall not seek to influence a Client's Enrollment with the Contractor in conjunction with the sale of any other insurance. Furthermore, Subcontractor understands that OHA must approve, prior to distribution, any written communication by Subcontractor that (a) is intended solely for Members, and (b) pertains to provider requirements for obtaining coordinated care services, care at service site or benefits.

28. Workers' Compensation Coverage. If Subcontractor employs subject workers, as defined in ORS 656.027, then Subcontractor shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirements for an exemption under ORS 656.126(2).

29. Third Party Resources.

29.1. *Provision of Covered Services*. Subcontractor may not refuse to provide Covered Services to a Member because of a Third Party Resource's potential liability for payment for the Covered Services.

29.2. *Reimbursement*. Subcontractor understands that where Medicare and Contractor have paid for services, and the amount available from the Third Party Liability is not sufficient to satisfy the Claims of both programs to reimbursement, the Third Party Liability must reimburse Medicare the full amount of its Claim before any other entity, including Subcontractor, may be paid. In addition, if a Third Party has reimbursed Subcontractor, or if a Member, after receiving payment from a Third Party Liability, has reimbursed Subcontractor, the Subcontractor shall reimburse Medicare up to the full amount the Subcontractor received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.

29.3. *Confidentiality*. When engaging in Third Party Resource recovery actions, Subcontractor shall comply with federal and State confidentiality requirements, described in Exhibit B of the CCO Contract.

29.4. *No Compensation*. Except as permitted by the CCO Contract including Third Party Resources recovery, Subcontractor may not be compensated for Work performed under the CCO Contract from any other department of the State, nor from any other source including the federal government.

29.5. *Third Party Liability*. Subcontractor shall maintain records of Subcontractor's actions related to Third Party Liability recovery, and make those records available for Contractor and OHA review.

29.6. *Right of Recovery*. Subcontractor shall comply with 42 USC 1395y(b), which gives Medicare the right to recover its benefits from employers and workers' compensation carriers, liability insurers, automobile or no fault insurers, and employer group health plans before any other entity including Contractor or Subcontractor.

29.7. *Disenrolled Members*. If OHA retroactively disenrolls a Member at the time the Member acquired Third Party Liability insurance, pursuant to OAR 410-141-3080(2)(b)(D) or 410-141-3080(3)(a)(A), Subcontractor may not seek to collect from a Member (or any financially responsible Representative) or any Third Party Liability, any amounts paid for any Covered Services provided on or after the date of Disenrollment.

30. Preventive Care. Where Subcontractor provides Preventive Care Services, all Preventive Care Services provided by Subcontractor to Members shall be reported to Contractor and shall be subject to Contractor's Medical Case Management and Record Keeping responsibilities.

31. Accessibility.

31.1. *Timely Access, Hours.* Subcontractor shall meet OHP standards for timely access to care and services, taking into account the urgency of the need for services as specified in OAR 410-141-3220. This requirement includes that Subcontractor offer hours of operation that are not less than the hours of operation offered to Contractor's commercial members (as applicable) and non-Members as provided in OAR 410-141-3220.

31.2. *Special Needs.* Subcontractor and Subcontractor's facilities shall meet the special needs of Members who require accommodations because of a disability or limited English proficiency.

32. Member Rights.

32.1. *Treating Members with Respect and Equality.* If Subcontractor is a Participating Provider, Subcontractor shall treat each Member with respect and with due consideration for his or her dignity and privacy. In addition, Subcontractor shall treat each Member the same as other patients who receive services equivalent to Covered Services.

32.2. *Information on Treatment Options.* If Subcontractor is a Participating Provider, Subcontractor shall ensure that each Member receives information on available treatment options and alternatives in a manner appropriate to the Member's condition and ability to understand.

32.3. *Participation Decisions.* If Subcontractor is a Participating Provider, Subcontractor shall allow each Member to participate in decisions regarding his or her healthcare, including the right to refuse treatment, and decisions regarding coordination of follow up care. [Exhibit B, Part 3, Paragraph 2]

32.4. *Copy of Medical Records.* Subcontractor shall ensure that each Member is allowed to request and receive a copy of his or her medical records and request that they be amended or corrected as specified in 45 CFR 164.524 and 164.526.

32.5. *Exercise of Rights.* Subcontractor shall ensure that each Member is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Subcontractor, its staff, its subcontractors, its Participating Providers, or OHA treat the Member.

33. Grievance System. Subcontractor shall cooperate with DHS's Governor's Advocacy Office, the OHA Ombudsman and hearing representatives in all of the OHA's activities related to Members' grievances, appeals and hearings including providing all requested written materials.

34. Authorization of Service. Subcontractor shall follow Contractor's procedures for the initial and continuing authorizations for services as defined in OAR 410-141-0000, which requires that any decision to deny a service authorization request or to authorize a service in an amount, duration or scope that is less than requested, be made by a Health Care Professional who has appropriate clinical expertise in treating the Member's health or mental health condition or disease in accordance with 42 CFR 438.210. In addition, Subcontractor must obtain authorization for Covered Services from Contractor, except to the extent prior authorization is not required in OAR 410-141-2420 or elsewhere in the CCO Contract Statement of Work.

35. Non-Discrimination. Subcontractor shall not discriminate between Members and non-OHP persons as it relates to benefits and services to which they are both entitled.

36. Record Keeping System. If Subcontractor is a Participating Provider, Subcontractor shall, based on written policies and procedures, develop and maintain a record keeping system that: (a) includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Medically Appropriate services are provided consistent with the documented needs of the Member; (b) conforms to accepted professional practice; and (c) allows the Subcontractor to ensure that data submitted to Contractor is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.

37. Enrollment; Unique Provider Identification Number. Each of Subcontractor's Physicians and other qualified providers, if any, shall be enrolled with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b).

38. Accreditation. If Subcontractor is a Participating Provider and provides programs or facilities that are not required to be licensed or certified by a State of Oregon board or licensing agency, then such programs or facilities operated by Subcontractor shall be accredited by nationally recognized organizations recognized by OHA for the services provided or The Joint Commission where such accreditation is required by OHA rule to provide the specific service or program.

39. Advocacy. Except as provided in the CCO Contract, Contractor shall not prohibit or otherwise limit or restrict Subcontractor's Health Care Professionals acting within the lawful scope of practice, from advising or advocating on behalf of a Member, who is a patient of the professional, for the following : (a) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, that is Medically Appropriate even if such care or treatment is not covered under the CCO Contract or is subject to Co-Payment; (b) any information the Member needs in order to decide among relevant treatment options; (c) the risks, benefits, and consequences of treatment or non-treatment; and (d) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

40. Health Information Technology. Subcontractor shall comply with Contractor's policies and procedures relating to electronic health information exchange to support the exchange of patient health information among Participating Providers.

41. No Actions. To the extent Subcontractor is a Participating Provider, Subcontractor represents and warrants that neither the state nor federal government has brought any past or pending investigations, legal actions, administrative actions, or matters subject to arbitration involving the Subcontractor, including key management or executive staff, over the past three years on matters relating to payments from governmental entities, both federal and state, for healthcare or prescription drug services.

42. Notice of Termination. Subcontractor acknowledges and agrees that Contractor will provide written notice of the termination of Subcontractor's agreement with Contractor to provide Covered Services to Members, within 15 days of such termination, to each Member who received his or her primary care from, or was seen on a regular basis by, the Subcontractor.

43. Subrogation. Subcontractor agrees to subrogate to OHA any and all claims the Contractor or Subcontractor has or may have against manufacturers, wholesale or retail suppliers, sales representatives, testing laboratories, or other providers in the design, manufacture, marketing, pricing or

quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment or other products.

44. Stop-Loss Documentation. If Subcontractor participates in a Practitioner Incentive Plan under the Agreement that places Subcontractor at Substantial Financial Risk, Subcontractor shall submit stop-loss documentation to Contractor in accordance with Contractor's policies and procedures.

**EXHIBIT C
PROGRAM ATTACHMENT**

MEDICARE ADVANTAGE REQUIREMENTS

The Department of Health and Human Services, Centers for Medicare and Medicaid Services (“CMS”) requires that specific terms and conditions be incorporated into the agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity or Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108173, 117 Stat. 2066 (“MMA”); and

Except as provided herein, all other provisions of the Provider Agreement (“Agreement”) not inconsistent herein shall remain in full force and effect. This Exhibit shall supersede and replace any inconsistent provisions to such Agreement; to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

Definitions:

The following definitions shall be applicable to this Exhibit.

Centers for Medicare and Medicaid Services (“CMS”) means the agency within the Department of Health and Human Services that administers the Medicare program.

Completion of Audit means completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

Downstream Entity means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage (“MA”) benefit, below the level of the arrangement between an MA organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period means the final term of the contract between CMS and the Medicare Advantage Organization.

First Tier Entity means any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

Medicare Advantage (“MA”) means an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Organization ("MA Organization") means a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

Member means a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization.

Provider means (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

Related Entity means any entity that is related to the MA Organization by common ownership or control and (1) performs some of the MA Organization's management functions under contract or delegation; (2) furnishes services to Medicare Members under an oral or written agreement; or (3) leases real property or sells materials to the MA Organization at a cost of more than \$2,500 during a contract period.

Contracted Provider is a First Tier Entity. Contracted Provider agrees and shall ensure that its Downstream Entities agree to the following:

HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of Contracted Provider and its Downstream Entities and entities related to CMS' contract with any MA Organization to which Contracted Provider provides services pursuant to the Agreement through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA Organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]

1. Contracted Provider and its Downstream Entities will comply with the confidentiality and Member record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Members to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]
2. Members will not be held liable for payment of any fees that are the legal obligation of the MA Organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
3. For all Members eligible for both Medicare and Medicaid, Members will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Contracted Provider and its Downstream Entities shall ensure all Providers providing services under the Agreement will be informed of Medicare and Medicaid benefits and rules for Members eligible for Medicare and Medicaid. Neither Contracted Provider nor Downstream Entity may

impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the Member under title XIX if the Member were not enrolled in such a plan. Providers providing services under the Agreement will: (1) accept the MA plan payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

4. Any services or other activity performed by Contracted Provider in accordance with the Agreement, or by Contracted Provider's Downstream Entity pursuant to an agreement between Contracted Provider and its Downstream Entity, are consistent and comply with the MA Organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]
5. Pursuant to 42 C.F.R. §§ 422.520(b)(1) and (2), the Agreement has a prompt payment provision. See Paragraph 5.02 of the Agreement.
6. Contracted Provider and any related entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)]. To the extent required by law Contracted Provider shall monitor the compliance of Contracted Provider's Downstream Entities will comply with all applicable Medicare laws, regulations, and CMS instructions.
7. The MA Organization's activities or responsibilities under its contract with CMS are delegated to Contracted Provider as follows:
 - (i) See paragraph 4.02 regarding Contracted Provider's obligations and duties.
 - (ii) See Paragraph 7.02 regarding CareOregon's right to terminate the Agreement The MA Organization will monitor the performance of the parties on an ongoing basis pursuant to Paragraphs 4.10(i) and 6.02 of the Agreement.
 - (iii) The credentials of Providers providing services pursuant to the Agreement shall be either reviewed by the MA Organization or the credentialing process will be reviewed and approved by the MA Organization and the MA Organization shall audit the credentialing process on an ongoing basis. See Agreement paragraph 4.01 (c).
 - (iv) If the MA Organization delegates the selection of providers, contractors, or subcontractor, the MA Organization retains the right to approve, suspend, or terminate any such arrangement. See Agreement paragraph 7.02(b)(ii) and (c) (ability to terminate with respect to any Provider).

[42 C.F.R. §§ 422.504(i)(4) and (5)]

In the event of a conflict between the terms and conditions above and the terms of a related agreement, the terms above control.

EXHIBIT D

PROFESSIONAL SERVICES

SCHEDULE OF PAYMENT FOR OHP/MEDICAID PLANS:

This schedule establishes Payment for professional services rendered to OHP/Medicaid Recipients under this Agreement. CareOregon will use the formulas and other methodologies set forth in this Exhibit and the Fee Schedule Specifications, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Exhibit and the Fee Schedule Specifications as stated in Section 11.1 of the Agreement. CareOregon may make Non-Material Changes to the Fee Schedule Specifications immediately upon notice to Provider. "Non-material Changes" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

CareOregon Fee Schedule			
Conversion Factor	\$35.8228		
Fee Schedule Structure:			
CareOregon will pay the covered services using relative value units based on the 2014 Resource-based Relative Value Scale (RBRVS) CMS RVU File RVU14D released on 08/19/2014. The Geographic Practice Cost Index (GPCI) will not be used.			
Special Carve-out Segments:			
<u>Maternity w/\$300 Add On:</u>			
Conversion factor plus \$300			
59400	59510	59610	59618
59409	59514	59612	59620
59410	59515	59614	59622

A complete list of specific codes shall be made available upon written request.

ANESTHESIA

CareOregon will use a \$24.30 conversion factor applied to the base units (and time units) published annually in the American Society of Anesthesiologists (ASA) Relative Value Guide to established its fee schedule.

EXHIBIT D (Cont)

PROFESSIONAL SERVICES

SCHEDULE OF PAYMENT FOR OHP/MEDICAID PLANS:

DEFAULT REIMBURSEMENT FOR OHP PLANS

For Covered Services that have no established value on the RBRVS Fee Schedule CareOregon will apply applicable published DMAP/OHP Fee Schedule rates in effect on the date of service. For Covered Services that have no DMAP/OHP Fee Schedule value, CareOregon will apply the CareOregon default rate in effect at the date of service.

CONFIDENTIALITY

This Exhibit and the Fee Schedule Specifications contain confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

OTHER

Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's Payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

EXHIBIT D-1

**PROFESSIONAL SERVICES
ENHANCED FEE SCHEDULE**

SCHEDULE OF PAYMENT FOR OHP/MEDICAID PLANS:

All codes that are eligible to be billed with a "GT" modifier designating a Telehealth service will be reimbursed at 125% of the Contracted Rate. All codes billed with the GT modifier must follow current State and Federal coding guidelines.

CareOregon Enhanced Fee Schedule

CPT	CPT Description	Contracted Rate
96150	Hlth&behavior Assmt Ea 15 Min W/Pt 1st Assmt	\$ 65.00
96151	Hlth&behavior Assmt Ea 15 Min W/Pt Re-Assmt	\$ 60.00
96152	Hlth&behavior Ivntj Ea 15 Min Indiv	\$ 60.00
96153	Hlth&behavior Ivntj Ea 15 Min Grp 2/>pts	\$ 45.00
96154	Hlth&behavior Ivntj Ea 15 Min Fam W/Pt	\$ 60.00
97802	Medical Nutrition Assmt&ivntj Indiv Each 15 Mi	\$ 60.00
97803	Medical Nutrition Re-Assmt&ivntj Indiv Ea 15 M	\$ 55.00
97804	Medical Nutrition Therapy Grp2/ Indiv Ea 30 Mi	\$ 45.00
99201	Office Outpatient New 10 Minutes	\$ 65.00
99211	Office Outpatient Visit 5 Minutes	\$ 55.00
99212	Office Outpatient Visit 10 Minutes	\$ 65.00
99406	Tobacco Use Cessation Intermediate 3-10 Minutes	\$ 45.00
99407	Tobacco Use Cessation Intensive >10 Minutes	\$ 55.00
G0396	Alcohol &/Substance Abuse Assessment 15-30 Min	\$ 65.00
G0397	Alcohol &/Substance Abuse Assessment >30 Min	\$ 95.00
99408	Alcohol &/Substance Abuse Assessment 15-30 Min	\$ 45.00
99409	Alcohol &/Substance Abuse Assessment >30 Min	\$ 55.00
G0436	Smoke Tob Cessation Cnsl As Pt; Intrmed 3-10 Min	\$ 45.00
G0437	Smoking & Tob Cess Cnsl As Pt; Intermed >10 Min	\$ 55.00
G0442	Annual Alcohol Misuse Screening 15 Minutes	\$ 50.00
G0443	Brief Face-Face Behav Cnsl Alcoh Misuse 15 Min	\$ 55.00
G0444	Annual Depression Screening 15 Minutes	\$ 50.00
G0445	Sa Hi Intens Cnsl Prev Sti Ind F/F Edu Chng Bhvr	\$ 65.00
G0446	Annual Fce--Fce Intensv Behv Tx Cv Dz Ind 15 Min	\$ 65.00
G0447	Face--Face Behavioral Counseling Obesity 15 Min	\$ 65.00
G0108	Diab Op Self-Mgmt Trn Srv Individual Per 30 Min	\$ 70.00
G0109	Diab Self-Mgmt Trn Srv Group Session Per 30 Min	\$ 50.00
98966	Telephone assessment and mgmt qualified non-physician 5-10 min	\$ 55.00
98967	Telephone assessment and mgmt qualified non-physician 11-20 min	\$ 65.00
98968	Telephone assessment and mgmt qualified non-physician 21-30 min	\$ 70.00
98969	On-line assessment and mgmt qualified non-physician	\$ 65.00

EXHIBIT D-1 (Cont)

**PROFESSIONAL SERVICES
ENHANCED FEE SCHEDULE**

SCHEDULE OF PAYMENT FOR OHP/MEDICAID PLANS:

CareOregon Enhanced Fee Schedule

CPT	CPT Description	Contracted Rate
99441	Telephone assessment and mgmt. qualified healthcare professional 5-10 min	\$ 75.00
99442	Telephone assessment and mgmt. qualified healthcare professional 11-20 min	\$ 85.00
99443	Telephone assessment and mgmt. qualified healthcare professional 21-30 min	\$ 91.00
99444	On-line assessment and mgmt qualified healthcare professional	\$ 91.00
GT	Telehealth Modifier	125%

DEFAULT REIMBURSEMENT OHP PLANS

For Covered Services that have no established value on the RBRVS Fee Schedule CareOregon will apply applicable published DMAP/OHP Fee Schedule rates in effect on the date of service. For Covered Services that have no DMAP/OHP Fee Schedule value, CareOregon will apply the CareOregon default rate in effect at the date of service.

CONFIDENTIALITY

This Exhibit and the Fee Schedule Specifications contain confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

OTHER

Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's Payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

EXHIBIT D-2

PROFESSIONAL SERVICES

SCHEDULE OF PAYMENT FOR MEDICARE ADVANTAGE PLANS:

This schedule establishes Payment for professional services rendered to Medicare Beneficiaries under this Agreement. CareOregon will use the formulas and other methodologies set forth in this Exhibit, as amended from time to time as stated herein. Except as stated below with respect to Non-material Changes, CareOregon may make changes to this Exhibit and the Fee Schedule Specifications as stated in Section 8.14 of the Agreement. CareOregon may make Non-Material Changes to the Fee Schedule Specifications immediately upon notice to Provider. "Non-material Changes" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

CareOregon Fee Schedule

CareOregon will pay 100 % of the current Medicare payment policies and fee schedule applicable to Provider as published annually in the Federal Register and based on valid codes recognized by CMS in effect on the date of service. For Covered Services that have no Medicare schedule value, CareOregon will pay Provider according to CareOregon Policies.

CONFIDENTIALITY

This Exhibit and the Fee Schedule Specifications contain confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

OTHER

Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's Payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

EXHIBIT E

CHEMICAL DEPENDENCY SERVICES

SCHEDULE OF PAYMENT FOR OHP/MEDICAID:

This schedule establishes Payment for services rendered to OHP/Medicaid Recipients under this Agreement. Per this Agreement, provider shall submit fee for service claims within one hundred twenty (120) days of the provision of the service being billed. CareOregon shall reimburse Provider for covered services at the current rates published by the Division of Medical Assistance Program (DMAP) and update as notified by DMAP. Fee for service payments are based on the rate schedule in effect on the dates of service. Currently the rates are as follow and are subject to change with DMAP updates. CareOregon may make Non-Material Changes to the Fee Schedule Specifications immediately upon notice to Provider. "Non-material Changes" shall mean routine updates to HCPCS/CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

CareOregon Chemical Dependency Fee Schedule

CareOregon will pay the covered services using current rates published by the Division of Medical Assistance Program (DMAP) based on the rate schedule in effect on the dates of service.

Medicaid Procedure Codes and Reimbursement Rates billing requirements and pricing
<http://www.oregon.gov/oha/healthplan/Pages/policies.aspx>

- When billing for Chemical Dependency treatment, the POS must be 03, 11, 12, 53, 57 or 99 with modifier HF when required
- When billing for Methadone treatment, the POS must be 49 with modifier HG when required
- Current DHS payment based on date of service

DISCRETIONARY COMPENSATION

CareOregon within its sole discretion may, from time-to-time, establish a program or programs to encourage the improvement of the delivery of health care to its Members, including but not limited to the Care Support and System Innovation (CSSI) Program. Any such program(s) together with the criteria for participation by Providers in the program(s) will be governed and administered by written policies and program descriptions developed by CareOregon.

CONFIDENTIALITY

This Exhibit and the Fee Schedule Specifications contain confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

EXHIBIT E (Cont)

CHEMICAL DEPENDENCY SERVICES

SCHEDULE OF PAYMENT FOR OHP/MEDICAID:

OTHER

Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's Payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

EXHIBIT F

DENTAL CARE SERVICES

PAYMENT AND FEE SCHEDULE

This schedule establishes Payment for covered professional dental services rendered to OHP/Medicaid recipients under this Agreement. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Exhibit E and the Fee Schedule specifications as stated in Section 8.14 of the Agreement. CareOregon may make Non Material Changes to the Fee Schedule Specifications immediately upon notice to Provider. “Non-material Changes” shall mean routine updates to nationally recognized codes (for example, codes are replaced, retired, or split into two codes.)

CareOregon Fee Schedule

As of the effective date this Agreement, CareOregon Dental will reimburse Provider for Covered Services, One-Hundred-Fifty Percent (150%) of the current DMAP fee schedule at the time of service.

This Fee Schedule is for “clinic-based services” only and excludes “community-based services”.

DEFINITIONS

The following definitions shall be applicable to this Exhibit.

- A) **Clinic-Based Services.** Services that take place in our partners’ clinics or school-based health centers. In these situations, an individual patient’s needs are being addressed by a provider.
- A school-based health center is a permanent clinic located in a school that can provide a wide variety of health care services.
 - Clinic-based services include all OHP covered dental services.
- B) **Community-Based Services.** Services would be provided to every child, regardless of their insurance status. The community or population is the “patient”.
- Schools (e.g. school-based dental sealant programs)
School-based dental sealant programs are temporary mobile events and provide only dental screenings and sealants.
 - Head Start
 - WIC
 - Daycare Centers

All community-based services should be billed directly to D3. D3 is a partner organization who will be contracting for all of CareOregon’s community based services.

EXHIBIT F (Cont)

DENTAL CARE SERVICES

PAYMENT AND FEE SCHEDULE

COMPLIANCE AUDIT

CareOregon may audit Contracted Provider periodically and upon request Contracted Provider shall provide Records to CareOregon for the purpose of ensuring “community-based” claims have not been reimbursed by CareOregon. CareOregon desires open communication with Contracted Provider regarding CareOregon’s quality improvement initiatives and activities.

DENTAL QUALITY METRICS

New State of Oregon measurements (metrics) starting January 2016:

1. Dental sealants for 6-9 and 10-14 year olds: The state of Oregon now requires improvement in dental sealants for 6-9 and 10-14 year olds. Dental providers shall work with CareOregon Dental and their members to meet state requirements.
2. Dental assessments for children entering foster care. The state of Oregon now requires a dental assessment for children within 60 days of entry into the foster care system. Dental providers will work with CareOregon Dental and their members to meet state requirements.

Dental providers will be informed by CareOregon Dental as additional metrics are implemented by the State of Oregon. Dental providers shall work with CareOregon Dental and their members to meet all state requirements.

EXHIBIT G

PCP CAPACITY AND MEMBER ASSIGNMENT

Provider Capacity shall be as agreed upon in writing by the authorized representatives of the parties hereto.

Provider shall accept assignments of new Members from CareOregon until a minimum assignment of not less than the Provider Capacity shall have been reached. Thereafter, at any time Provider falls below the Provider Capacity, CareOregon may assign Member(s) from time-to-time to Provider pursuant to CareOregon's policies and procedures for Member assignment. Provider and CareOregon shall work cooperatively together to determine whether CareOregon's records of Member assignment accurately reflect Provider's current patient mix (for example, often individuals assigned to a provider do not actually become patients of Provider and should not be counted towards Provider Capacity).

May 5, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for Dental Health Expansion

Purpose/Outcomes	The purpose of this agreement is to increase new patient numbers, increase the number of visits by CareOregon members, and increase the number of patients receiving dental sealants.
Dollar Amount and Fiscal Impact	CareOregon will pay County an initial amount of \$196,135.00. County will be eligible to receive up to \$2.00 per member per month based on improvement of the stated goals.
Funding Source	Dental Clinics
Duration	January 1, 2016 – December 31, 2016
Previous Board Action	Previous Board Action on October 1, 2015 Agenda item - 100115-A-4
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	7499

Background

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for Dental Health Expansion. This agreement is an incentive to increase the number of new members assigned, increase the number of visits by CareOregon members, and increase the number of members receiving dental sealants. CCHCD will increase dental staff and implement practices designed to motivate patients to receive dental care. CCHCD will receive up to \$2.00 per member per month (PMPM) based on meeting the improvement goals. CCHCD will also be eligible for additional bonus incentive payment.

There is no maximum dollar value assigned to this agreement as it is based on number of members assigned and goals reached. This agreement is effective January 1, 2016 and will terminate on December 31, 2016. The agreement is retro-active due to receiving in late from CareOregon.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Contract #7499

**CareOregon
Letter of Agreement**

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County acting on by and through its Health, Housing and Human Services Department, Health Center Division (Provider) for support of the dental program.

Project: 2016 Dental Program Payment Incentive
Provider Contact: Deborah Cockrell
E-mail: dcockrell@co.clackamas.or.us

CareOregon Agreement Number: D16-0101D
CareOregon Contact: Alyssa Franzen
Phone: 503-416-5908
E-mail: franzena@careoregon.org

I. Project Description:

CareOregon has approved support for the Provider's dental program with program funding for the ability to increase membership and increase member visits for calendar year 2016. Increasing member's visits and access to care improves overall quality of dental health. Provider is eligible for a per member per month (PMPM) based on quality measure improvements, as defined in Exhibit A.

II. Project Objectives:

- A. The goal of this initiative is to:
1. Increase number of new patients
 2. Increase number of visits
 3. Increase number of patients to receive dental sealants

III. Payment:

- A. CareOregon will pay Provider up to a maximum of \$2.00 per member per month (PMPM) based on improvement in quality measures and CareOregon obtaining a financial margin, as defined in Exhibit A.
- B. Provider is eligible for a Bonus Payment upon CareOregon obtaining a financial margin, as defined in Exhibit A.
- C. Provider agrees that CareOregon provided funding in association with this Agreement is to be used for Provider dental programs only and Provider will use a maximum of five (5) percent for indirect cost.
- D. Provider agrees to submit access reports for third next available appointment, by individual clinician, to CareOregon Dental monthly. Monthly data is due the third Monday of the month. Submitted data will be calculated during the second week of the month.
- E. Provider agrees this payment is for the time period outlined above only and does not imply or guarantee ongoing funding.

IV. General Provisions:

- A. Should Providers participation contract with CareOregon terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above.
- B. Provider agrees that Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and

information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.

- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or Provider Contact will suffice as written approval.
- D. All copyright interests in materials produced as a result of Fund support are owned by the Provider. The Provider grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this funding.
- E. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.

Agreed to on behalf of Clackamas County:

Agreed to on behalf of CareOregon, Inc.:

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Quality Measure
2016 Pay for Performance

If Provider clinics are eligible, CareOregon will pay a per-member-per month payment (PMPM) and a Bonus Metric payment contingent on CareOregon, Inc. Dental Care Organization having a positive financial margin defined as an operating margin of more than 20% on risk revenue for calendar year 2016.

I. PMPM PAYMENT:

Each Provider clinic location is eligible for a maximum of \$2 PMPM for January 2016 to December 2016.

Provider clinic locations have the ability to earn a percentage towards the maximum \$2pmpm in three (3) categories if improvements meet or exceed improvement targets in Terms Section C below:

1. 45%: Increase in members seen vs members assigned during the calendar year; requires 90 day continuous enrollment.
2. 45%: Increase in assigned members ages 6-9 and 10-14 on Dec 31, 2016 to have received a sealant (CPT code d1351) within the clinic during the calendar year; requires 90 days continuous enrollment; excludes school-based dental sealant programs.
3. 10%: Assigned members to have received 3 or more prevention services during the calendar year; requires 90 days continuous enrollment. Prevention serviced CDT codes are: D0150, D0120, D0145, D0191, D1120, D1206, D1208, D1310, D1320, D1330 and D1351.

II. Terms of PMPM:

- A. Membership will be determined by total number of members on the fifteenth (15th) day of the month.
- B. Membership baselines for 2016 will be calculated based on 2015 year-end performance.
- C. An improvement target over the baseline of 2015 year-end performance will be set for each of the categories above and are measured as follows:
 1. Improvement target of 3% for assigned vs seen from 2015 clinic baselines.
 2. Improvement target of 3% for sealant from 2015 adjusted clinic baselines.
 3. Improvement target of 3% for prevention services from 2015 clinic baselines.

II. Bonus Metric Payment:

- A. A payment of \$25 for each ACA member to have at least one dental visit in time period of January 1, 2016 to December 31, 2016.
- B. A payment of \$500 for each Department of Human Services child to receive a dental assessment within 60 days (meets OHA metric). This excludes children who meet metric on claims in the prior 30 days.

May 5, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Housing and Community Development 2016 Action Plan

Purpose/Outcomes	Approval of the 2016 Action Plan and the 2015-2016 Funding Recommendations.
Dollar Amount and Fiscal Impact	Application for \$2,019,843 in Community Development Block Grant (CDBG) funds, \$746,028 in HOME funds, and \$179,957 in Emergency Solutions Grant (ESG) funds during the 2016 program year.
Funding Source	U.S. Department of Housing and Urban Development grant funds. No County General Funds are involved.
Safety Impact	N/A
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	A Public Hearing with a review of the past performance of the Housing and Community Development program, proposed Action Plan, and public testimony on the County's housing and community development needs was held on April 14, 2016.
Contact Person	Chuck Robbins, Community Development Director - (503) 655-8591
Contract No.	NA

BACKGROUND:

The Action Plan implements the goals and objectives of the 2012-2016 Consolidated Plan and serves as the annual application for HUD funding. The 2016 Plan also includes a list of the projects selected for funding in the fifth year of the 2012-2016 Consolidated Plan. In addition to the public hearing, the Plan was posted and available for public comment beginning March 24th until Monday April 25th. No changes to the Plan were required due to comments received.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners take the following actions:

- 1) Place the Final 2016 Action Plan and 2015-16 Funding Recommendations on the consent agenda for approval; and;
- 2) Authorize the Interim Director of the Department of Health, Housing and Human Services to sign on behalf of Clackamas County all documents necessary for submitting applications, receiving funds, and amending applications for programs and projects included in the Action Plan.

Respectfully submitted,

Richard Swift, Director

Attachments:

- 2016 Housing and Community Development Action Plan
- Two-Year (2015 and 2016 program years) Funding Recommendations

CLACKAMAS COUNTY

HOUSING AND COMMUNITY DEVELOPMENT

2016 ACTION PLAN

May 2016



Clackamas County
Housing and Community Development Division
Public Services Building
2051 Kaen Road – Suite 245
Oregon City, Oregon
(503) 655-8591
www.clackamas.us/communitydevelopment/

MAY 5, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair: John Ludlow

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

County Administrator
Don Krupp

POLICY ADVISORY BOARD

Amanda Zeiber, City of Canby
Gene Green, City of Damascus
Eric Swanson, City of Gladstone
Sheri Richards, City of Rivergrove
Kay Mordock, City of Johnson City
Bill Elliot, City of Estacada
Chris Jordon, City of West Linn
Jason Tuck, City of Happy Valley
Dan Huff, City of Molalla
Seth Atkinson, City of Sandy
Bryan Cosgrove, City of Wilsonville
Tony Konkol, City of Oregon City
Scott Lazenby, City of Lake Oswego
Bill Monahan, City of Milwaukie
Mike Barnett, City of Barlow
Sherilyn Lombos, City of Tualatin

DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES

Director of Health, Housing and Human Services
Rich Swift

Housing and Community Development
Chuck Robbins, Director

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Each year Clackamas County submits an Action Plan explaining how the U.S. Department of Housing and Urban Development (HUD) resources will be used to improve communities throughout the County. This is the annual implementation plan of the 5-Year Consolidated Plan addressing the Housing and Community Development needs in Clackamas County. The needs, goals and objectives were identified through collaboration with participating cities, County agencies and other public and private project sponsors. The goals of the Consolidated Plan are primarily targeted to low- and moderate-income residents of Clackamas County and were developed to:

1. Provide decent housing;
2. Establish and maintain a suitable living environment; and
3. Expand economic opportunities.

To accomplish these goals the County has engaged the following long-term housing and community development objectives:

- (1) Revitalization of distressed neighborhoods;
- (2) Expansion and improvement of community services and facilities;
- (3) Expansion and conservation of the housing stock;
- (4) Expansion of employment opportunities for low and moderate income persons; and
- (5) Elimination of conditions detrimental to the community's health and welfare.

The current Consolidated Plan covers the 5-year period beginning July 1, 2012 and ending June 30, 2017. This is the fifth (5th) of five annual action plans for this period and covers the 12-month period beginning July 1, 2016. The action plan, developed with the input of citizens and community groups, serves four major functions:

- (1) It is the County's application for funds available through the three HUD formula grant programs: the Community Development Block Grant (CDBG), the HOME Investment Partnerships Program (HOME), and the Emergency Solutions Grant (ESG) programs;
- (2) It is the annual planning document, built through public input and participation, for CDBG, HOME, ESG, and other related programs;
- (3) It lays out expected annual funding resources, the method of fund distribution, and the actions the County will follow in administering HUD programs; and
- (4) It provides accountability to citizens for the use of the funds and allows HUD to measure program performance.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The 5 year goals described briefly here are listed in detail in AP 20 Annual Goals and Objectives on page 34 of this Action Plan.

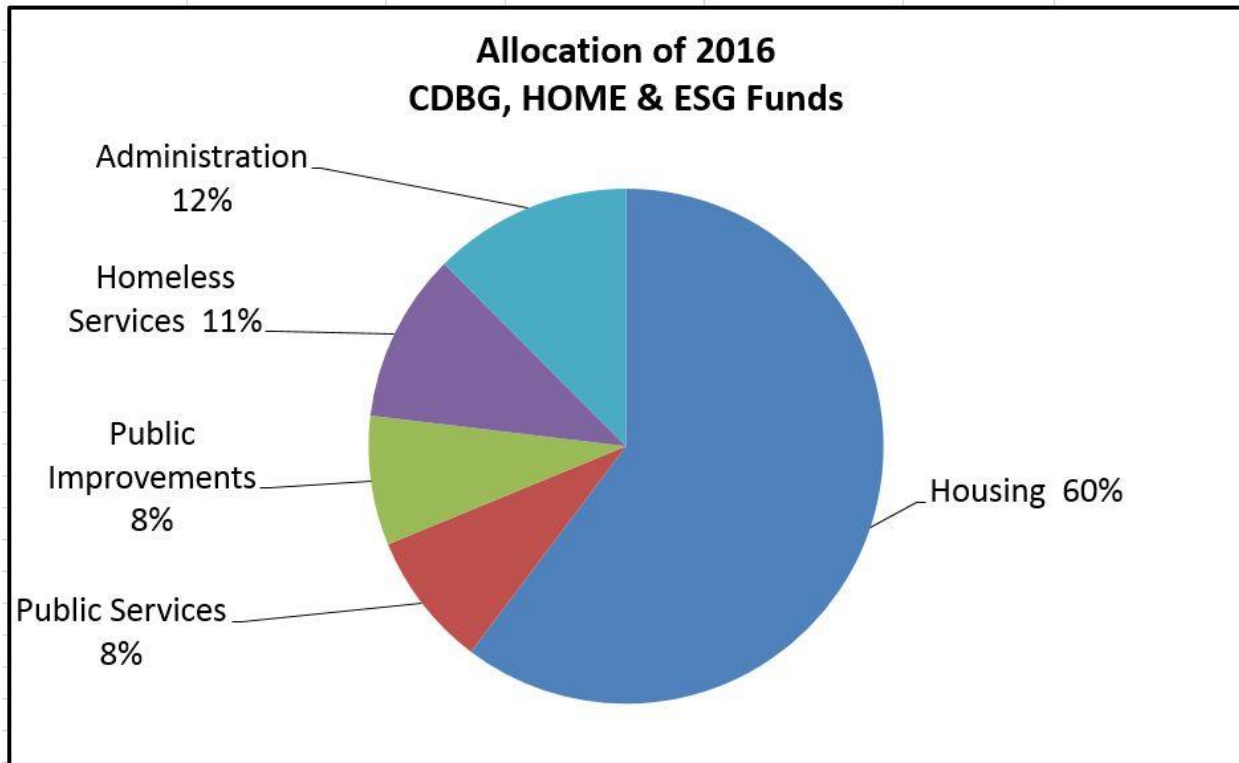
Clackamas County HCD has four (4) housing related goals to assist a total of 10,820 households over 5 years with housing units and information. On these 4 goals HCD has assisted a total of 16,571 households to date during 4 Action Plan Years (2012 to 2015) and plans to assist 2,985 in program year 2016.

HCD has two (2) human services related goals to assist 750 households over 5 years with services. For the human services goal area HCD has assisted 3349 persons in approximately 790 households during 4 Action Plan Years (2012 to 2015) and plans to assist 190 people in 80 households in program year 2016. Lastly HCD has two (2) community development related goals to improve neighborhoods and facilities that have resulted in improved access to facilities for 8,515 households during 4 Action Plan Years (2012 to 2015). In the 2016 program year HCD plans to complete projects and neighborhood facilities to benefit over 1,350 people in over 540 households.

Specific projects for program year 2016 are listed in the 2016 Objectives and Outcomes chart.

Number	Project Name	Objective	Outcome
2016/0005	2016-2017 Homeless Count	Decent Housing	Availability/Accessibility
2016/0008	Annie Ross House Family Shelter	Suitable Living Environment	Availability/Accessibility
2016/0001	Clackamas County Housing Rehabilitation Programs	Decent Housing	Affordability
2016/0006	Employment Connection	Creating Economic Opportunities	Availability/Accessibility
2016/0004	Housing Rights & Resources	Suitable Living Environment	Availability/Accessibility
2016/0014	Installation Subsidy for Fiber Optic Service	Suitable Living Environment	Availability/Accessibility
2016/0017	Jennings Lodge Pedestrian Improvements	Suitable Living Environment	Availability/Accessibility
2016/0007	Mentor Athletics	Suitable Living Environment	Availability/Accessibility
2016/0010	Mobile/Manufactured Home Roof Project	Suitable Living Environment	Availability/Accessibility
2016/0009	NCRA Sewer Hook-Up Grant Program	Suitable Living Environment	Availability/Accessibility
2016/0016	Optional Emergency Assistance	Suitable Living Environment	Availability/Accessibility
2016/0011	Red Lodge Transition House for Women	Suitable Living Environment	Availability/Accessibility
2016/0018	Tiny Houses Community	Decent Housing	Availability/Accessibility
2016/0015	CHDO Operating Support Grant	Decent Housing	Availability/Accessibility
2016/0012	2016 Multifamily Housing Project	Decent Housing	Affordability
2016/0020	TBRA HOME	Decent Housing	Affordability
2016/0019	CWS Shelter Operation & Programs	Suitable Living Environment	Availability/Accessibility
2016/0019	ESG HMIS	N/A	N/A
2016/0019	Los Ninos Cuental/Casa Hogar	Decent Housing	Availability/Accessibility
2016/0019	NHA - HomeBase	Decent Housing	Availability/Accessibility
2016/0019	NHA Shelter Operation & Programs	Suitable Living Environment	Availability/Accessibility
2016/0019	Springwater Shelter Operation & Programs	Suitable Living Environment	Availability/Accessibility

2016 Objectives and Outcomes



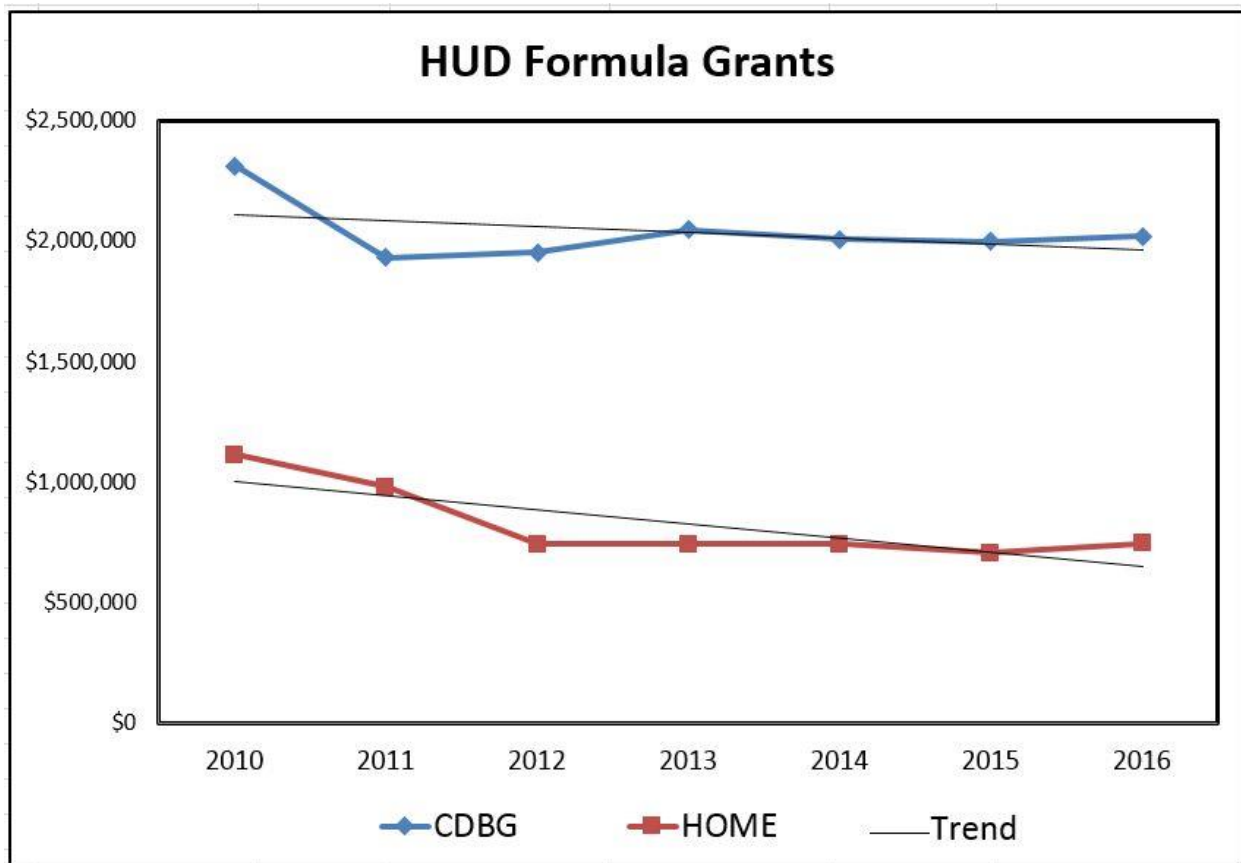
Allocation of Funds

3. Evaluation of past performance

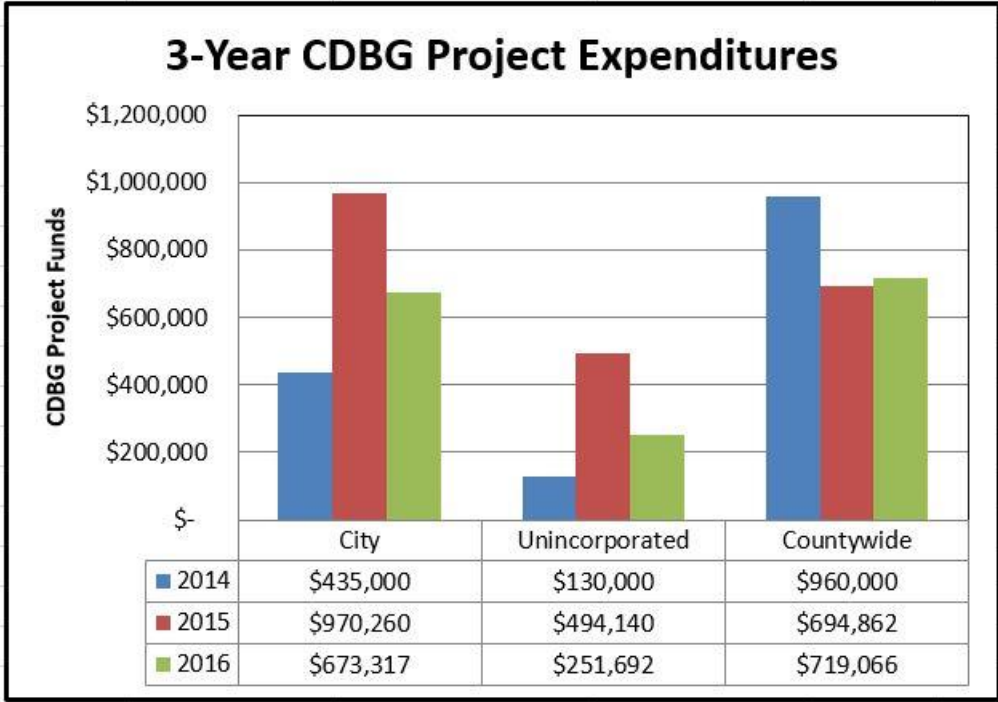
This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Clackamas County's Housing and Community Development Division has met each of the annual goals established during the 2012-2016 Consolidated Plan development process. Slow moving projects that required additional community planning have been cancelled and sponsors have been encouraged to re-apply in the next funding cycle.

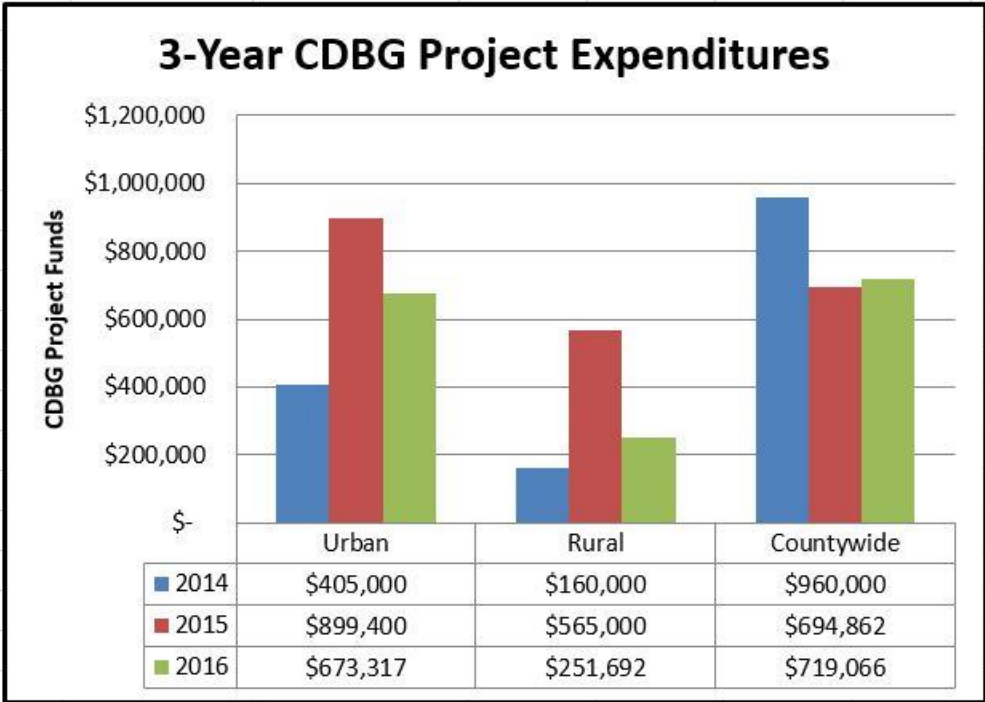
The Chart below demonstrates a trend of declining CDBG and HOME funds for Clackamas County:



HUD Formula Grant trends



City and Unincorporated Areas



Urban and Rural Areas

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizens, community members and agencies participate through community meetings and inclusion on the Citizen Participation email distribution list. Meeting notices, application information and project information is distributed using this list and through the posting of public notices in the newspapers of record. A meeting notice, a schedule of dates for the Action Planning process and a list of Community Development projects were distributed to persons on the Citizen Participation list. Clackamas County now allocates CDBG funds for first 3 years of a 5-Year Consolidated Plan and a second allocation for 2 years of funding. Public meetings to discuss community needs for the two-year Plan period were held on October 29 and November 13, 2014 before the CDBG project applications were released. HCD staff provided technical assistance to community members while the project applications were available beginning on November 5, 2014. Completed project applications were due by December 18, 2014. HCD staff reviewed each project application and considered the applicants' ability to complete each project. HCD staff met with the CDBG Policy Advisory Board to review funding recommendations on March 11, 2015. The Board of County Commissioners held a public hearing to review and approve the 2015 Action Plan on April 9, 2015. A public meeting notice for the 2016 Action Plan was published in the newspapers of record, Oregon City/Clackamas Review on March 16, 2016 and in the Lake Oswego Review on March 16, 2016. The Board of County Commissioners held the public hearing on April 14, 2016 to receive feedback and testimony on the 2016 Action Plan.

All comments were accepted.

In reviewing the proposals the County used a selection process that emphasizes communication, compromise, and consensus. Working closely with all of the project sponsors Community Development program staff helped to prioritize each project and evaluate actual project costs. With a commitment to local match participation the County ensures a high degree of leveraging and maximizes the impact CDBG funds have on local communities throughout the County. 2016 is the last year of our 5-year Consolidated Plan. If projects are cancelled the funds allocated for those projects are carried forward for the following year to support new projects that will be selected as part of the next program year CDBG application funding cycle.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Clackamas County uses public meetings, emails and surveys to interact with stakeholders. HCD maintains a list of interested persons: the Citizen Participation list to communicate via email with stakeholders about meetings, dates, applications and recommendations for funding.

6. Summary of comments or views not accepted and the reasons for not accepting them

Public comments during the February 24th public meeting were in support of a first time homebuyer program and submitted by letters. Comments during the April 14th hearing were all in support of additional funding for homeless programs serving veterans, survivors of domestic violence and persons with mental illness in need of housing and services. All public comments were accepted during the February 24, 2016 Public meeting and the April 14, 2016 Public Hearing. Comments were accepted verbally, by email and in written letters.

A summary of comments and individual testimony letters are included in Appendix D of this plan.

7. Summary

The Housing and Community Development Division is identifying appropriate projects and completing those projects in a timely manner. Community Development staff working with 16 cities and towns, community partners and non-profit agencies are identifying projects and completing those projects within project budgets. Projects that do not make progress due to various factors are cancelled and the funds re-allocated based on Priority Needs areas and according to Funding Policies. Only 1 project was identified as a slow moving project from 2012. This health clinic rehabilitation project is now under construction with an anticipated completion date of July 30, 2016.

This past year Clackamas County HCD responded to a local emergency by amending our 2015 Action Plan to redirect Community Development Block Grant (CDBG) funds to provide assistance to tenants forced to leave their homes at Forest Edge Apartments and the Berryhill Park Apartments in Oregon City. Tenants needed to leave to avoid a weather related landslide event. Forms of moving and relocation assistance for low-income households included; moving and storage expenses, rental assistance, security deposit assistance, assistance locating alternative housing, emergency lodging expenses and other related and eligible costs. As a result of this experience, HCD plans to include an Optional Emergency Assistance activity in all future actions plans, which will allow the County to provide more timely and effective optional relocation assistance to victims of similar catastrophes.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	CLACKAMAS COUNTY	
CDBG Administrator	CLACKAMAS COUNTY	Housing and Community Development Division
HOPWA Administrator		
HOME Administrator	CLACKAMAS COUNTY	Housing and Community Development Division
ESG Administrator	CLACKAMAS COUNTY	Housing and Community Development Division
HOPWA-C Administrator	CLACKAMAS COUNTY	Community Development Division

Table 1 – Responsible Agencies

Narrative (optional)

HOPWA funds are granted to nearby City of Portland for distribution through a six-county area that includes Clackamas County.

The Clackamas County Community Development Divisions works with 16 incorporated cities and towns and unincorporated rural areas to represent 386,000 citizens over 1800 square miles. Clackamas County is considered an urban county since most of the population lives in urban incorporated and unincorporated areas east of the Willamette river and just south of the City of Portland, Oregon.

Consolidated Plan Public Contact Information

Kevin Ko, CD Manager and Mark Sirois, Project Coordinator

Clackamas County Health, Housing and Human Services Department

Community Development Division 2051 Kaen Road #245

Oregon City, Oregon 97045 phone: 503.650.8591 email: marksir@co.clackamas.or.us

The Consolidated Plan is also posted at <http://www.clackamas.us/communitydevelopment/maps.html>

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The Clackamas County Community Development consultation process is an ongoing discussion with members of the community through our Citizen Participation List. When a person or agency has a project idea or program in need of funding, that person or organization generally contacts the Community Development Division to discuss how to apply for CDBG funding and whether or not their project would be eligible for CDBG or other types of funding. Community members are invited to join the Citizen Participation List and to attend annual public meetings to discuss needs in their community. Housing and Community Development staff sometimes attend community meetings or nonprofit board meetings to discuss eligible and ineligible project ideas, the project application process and the schedule of proposals and awards.

Annual public hearings also provide an opportunity for citizens, advocates and organizations to discuss community needs with the elected Board of County Commissioners. The 2012-2016 Consolidated Planning process also included an online community survey which was open to all county residents. This past community needs survey was even advertised in the Citizen News, a county-wide publication sent to all county residents on a quarterly basis. The individual members of the homeless Continuum of Care also participated in consultation and in the online community needs survey to establish our Priority Needs.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Clackamas County Housing and Community Development Division (HCD) coordinates activities between public housing and assisted housing agencies through funding and reporting outcomes to state and federal agencies. The local public housing authority is a part of Clackamas County's Health, Housing and Human Services Department. Nonprofit and for profit housing developers and housing providers are in regular contact with HCD staff about project ideas and potential state and federal grants that could be combined with CDBG and HOME funds for a successful housing project proposal. The HOME program provides vital funding to affordable housing providers that also apply for state tax credit funding as one of few sources of funds available to develop affordable housing units in the rural parts of Clackamas County.

The Clackamas County Health, Housing and Human Services (H3S) Department includes; a public housing authority, a community development division, a public health division, a social services division, a behavioral health division and a primary care division. H3S is often a convener of agencies to apply for funding, build facilities and provide services to vulnerable populations. In some cases the county provides the services, and in other cases non-profit agencies provide the housing or services. CDBG

funds also provide support for the Housing Rights and Resources program, an H3S program in the Social Services Division. This program provides housing referral and information on all available housing services and resources to residents in need of affordable housing and related services.

HCD consults directly with the county primary care health facilities and health services to coordinate services and projects.

HCD consults directly with local governments (16 cities and towns in Clackamas County) regarding public facilities and infrastructure projects. Adjacent governments including City of Portland, Multnomah County and Washington County are contacted regularly regarding public meetings however due to scheduling conflicts staff from these governments rarely attend our public meetings.

Currently HCD has business and civic leaders engaged in the community and housing development needs assessment through their activities on non-profit boards, planning councils and commissions. Some non-profit agencies are considered civic organizations. HCD will continue to reach out to community groups that include civic and business leaders in the community. HCD is currently nurturing business contacts on the Housing Advisory Board that guides the Housing Authority of Clackamas County and county-wide affordable housing policy.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

H3S Housing and Community Development Division (HCD) personnel administer the Continuum of Care (CoC) annual renewal application process and the Homeless Management Information System (HMIS). The same HCD office uses CDBG funds for the Homeless Point in Time (PIT) count of homeless persons. The PIT is conducted with over 150 volunteers coordinated by the Social Services Division. The CoC policies and ESG program policies were developed with both CoC and ESG homeless services providers. The CoC reviewed and adopted the CoC and ESG policies. ESG and COC policies are included in Appendix B of this Action Plan.

HCD personnel also provide the HMIS training and support for CoC and ESG providers. The monthly CoC activities and quarterly performance reports are coordinated by the same Community Development Division staff that coordinates the ESG funding applications and awards process. The FY 2016 ESG funding recommendations were presented to the CoC Homeless Council (CoC) for discussion and review on March 23, 2016. CoC providers, the local public housing agency and all the agencies in the Continuum of Care are engaged in addressing the needs of homeless persons.

The CoC consults with Community Solutions, a Workforce Investment Act partner and division of H3S, to conduct employment related training for homeless persons.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The CoC in Clackamas County meets monthly and is coordinated by the Housing and Community Development Division (HCD) personnel that also coordinate the ESG funding applications and awards. The ESG fund allocations are presented annually to members of the CoC for discussion and review. The CoC group has also designated Clackamas County HCD as the CoC HMIS administrator. HCD staff also provide the HMIS training and support for ESG providers. ESG providers are active in developing ESG and CoC performance measures as well as evaluating outcomes of CoC and ESG programs.

The CoC Steering Committee functions as the CoC governing board and provides ongoing guidance to the process of evaluating ESG outcomes and activities. The CoC Steering Committee was consulted on March 19, 2015 regarding the recommended FY 2015 and FY2016 ESG funding levels and activities. The CoC Steering Committee also oversees the policies of the HMIS system and data quality standards as part of the CoC activities. HCD staff also presented and discussed recommended funding for CDBG and ESG projects with CoC members on March 25, 2015. A list of local agencies that are actively involved in the ongoing process of setting priorities, establishing policies and evaluating outcomes is detailed in following the chart.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	CASCADIA BEHAVIORAL HEATHCARE, INC.
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	Homelessness Strategy HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency is part of the Continuum of Care
2	Agency/Group/Organization	Housing Authority of Clackamas County
	Agency/Group/Organization Type	PHA Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Public Housing Authority is an active participant in Community Needs Assessments, Continuum of Care, public meetings and homeless strategy planning.
3	Agency/Group/Organization	CLACKAMAS WOMEN'S SERVICES
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency is one of very few providers of services for survivors of domestic violence in this urban and rural county. This agency is active in the Continuum of Care planning and the ESG funding and policy discussions.
4	Agency/Group/Organization	NORTHWEST HOUSING ALTERNATIVES
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency is a provider of affordable housing units, homeless services and housing development. This agency often participates in housing and homeless needs strategic planning efforts.
5	Agency/Group/Organization	CENTRAL CITY CONCERN
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency provides services and housing through the homeless Continuum of Care.

6	Agency/Group/Organization	IMPACT NW
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This Agency is part of our Continuum of Care.
7	Agency/Group/Organization	INN HOME
	Agency/Group/Organization Type	Housing Services-Children Services-homeless Services-Education Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency is part of the homeless Continuum of Care that serves homeless youth.
8	Agency/Group/Organization	LEGAL AID SERVICES OF OREGON
	Agency/Group/Organization Type	Service-Fair Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Part of our Housing Rights and Resources and included in all planning efforts
9	Agency/Group/Organization	LIFEWORKS NORTHWEST
	Agency/Group/Organization Type	Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency provides outreach and health services to homeless adults. This agency is part of the Continuum of Care.
10	Agency/Group/Organization	OUTSIDE IN
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency provides outreach and health services to homeless youth. This agency is part of the Continuum of Care.
11	Agency/Group/Organization	Proud Ground
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency is the regional community land trust non-profit housing developer and also part of the Continuum of Care network in the region.
12	Agency/Group/Organization	UNITED WAY OF AMERICA
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services-homeless Foundation
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This foundation provides funding to non-profit homeless services providers in our County.
13	Agency/Group/Organization	STATE OF OREGON DEPARTMENT OF HUMAN SERVICES
	Agency/Group/Organization Type	Other government - State

What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This State of Oregon TANF agency has a local office in our county. A representative from this office participates in our Continuum of Care activities and planning.

Identify any Agency Types not consulted and provide rationale for not consulting

All agencies that expressed interest in participating were consulted. No agencies were excluded.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	H3S Community Development Division	The goals of the Continuum of Care are included as part of the Homeless Prevention Goals in the Action Plan
10 year Plan to Address Homelessness	H3S Social Services Division	The Goals of the 10 year Plan to Address Homelessness are included in both the Action Plan and the Continuum of Care annual goals and objectives.
Public Housing Annual Plan	Housing Authority of Clackamas County	The PHA improvements are included in the annual Action Plan

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

As a result of the demand for a Coordinated Housing Access (CHA) for homeless services, CDBG funds were awarded to the Social Services Division to provide staffing to the CHA system until other funds can be identified. The CoC application for funding in FY2016 included re-allocated funds to support the CHA system to provide information to the CoC Steering committee and additional assistance to CoC programs. Action Plan staff meet with the Continuum of Care members to discuss housing and community development needs and resources. CoC members are invited to attend public meetings and public hearings to provide testimony on homeless and homeless housing needs in Clackamas County.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The Citizen Participation process for this Action plan began in 2011 with a community needs assessment, small group meetings with stakeholders, an online survey, public meetings and public hearings. The result of the community needs assessment was the development of our CDBG & HOME Funding Priority Needs Chart that is part of the Consolidated Plan (Consolidated Plan Appendix 8).

This Notice was posted to our website in 2011/2012:

What does your Community Need?

Clackamas County Community Development Division is preparing a Consolidated Plan to prioritize spending from several federal grants (CDBG, ESG and HOME) over the next 5-years (2012-2016). Citizen input will help in our county-wide needs assessment and will help us set priorities for selecting project activities. As part of that assessment, we would like to hear from you on what you see as the major needs in your community.

Important Dates:

- | | |
|------------------|---|
| October 18, 2011 | Public Hearing to receive public testimony on community needs throughout Clackamas County |
| November 2, 2011 | Applications for funding available/distributed |
| December 8, 2011 | Last day to submit applications for funding for next three years of projects. |

The 2016 Action Plan included a public meeting on February 24, 2016 and a public hearing with the Board of County Commissioners on April 14, 2016. An Advertisement about the April 14th public meeting was posted in the 2 county newspapers of record: The Lake Oswego Review and the Clackamas/Oregon City review. The same notice was distributed to the members on the Citizen Participation list. Also included with the email to members of the Citizen Participation list was a list of projects recommended for funding. The CoC members were also provided with an English and Spanish language public meeting notice for the April 14th Public Hearing.

HCD staff will also be conducting community meetings to discuss Fair Housing Goals during the summer of 2016. HCD staff will use this opportunity to broaden citizen participation in the housing and community development goal setting process for the 2017-2021 Consolidated Planning process.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community Residents of Public and Assisted Housing Citizen Participation List	A total 15 persons attended both public meetings to voice their support of particular projects.	Persons spoke in support of eviction prevention services, elderly and disabled housing, a range of housing options for persons with mental illness, a rural food bank project, an accessibility project at a low-income community and family services center, a job training program for persons in public housing, domestic violence services and housing supports for unaccompanied teenage parents.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Newspaper Ad	Non-targeted/broad community	The public hearing before the Board of County Commissioners was held on April 9, 2015	Four (4) persons spoke in favor of the plan for funding street improvements, a food bank facility and homeless services funding.	All Comments were accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Internet Outreach	Non-targeted/broad community	A survey was distributed online to any county residents who wanted to participate in the housing and community development needs survey. 492 people responded.	Overall support of affordable housing. Weatherization support by more than half of respondents. Private development of apartments was supported by less than half of respondents. Ranking projects: 1. Maintain existing affordable housing. 2 Services for low-income persons. 3. New affordable housing. 4. Street and sidewalk improvements. 5. New and existing public facilities.	All comments were accepted.	
4	Public Meeting	Residents of Public and Assisted Housing	Met with HACC resident group	Residents expressed the need for more affordable housing options.	All comments were accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
5	Public Meeting	Homeless Advocates CoC	Met with the Homeless Council (Continuum of Care) advocates at their monthly meeting on March 25, 2015 to present the project and public services recommendations and invite members to attend the Board of County Commissioners meeting on April 14th.	Members expressed the need for more funding for affordable housing projects and homeless services.	All comments were accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

Clackamas County Housing and Community Development Division works closely with the public housing authority, the County Behavioral Health Program, the Continuum of Care, non-profit agencies and the local County Social Service agencies to secure and administer many sources of

funding for services, programs and rent assistance to benefit low-income residents of Clackamas County.

These expected resources are estimates based on historical funding trends, amounts to be matched and leveraged.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,019,843	0	0	2,019,843	0	The next 5 year plan begins in July 2017.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	746,028	0	251,000	997,028	0	The next 5 year plan begins in July 2017. \$251,000 of Prior Year carryover funds from the 2015 CHAP and TBRA projects
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	179,957	0	0	179,957	0	The next 5 year plan begins in July 2017.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

matching requirements will be satisfied

Resources reasonably expected to be made available to supplement CDBG funds include local matching to be contributed by project sponsors. Matching contributions (cash or in-kind) equivalent in value to a minimum of 20% of the project cost are required by County policies. It is anticipated that funding available to finance community development activities from local matching sources and will total at least \$579,457.

The Continuum of Care application process will renew \$1,707,422 of funding for homeless services, programs and rent assistance for homeless individuals and families. This year CoC was eligible to apply for an additional \$251,421 of funds as a bonus project. The awards for bonus projects have not yet been announced.

The HOME funded Multifamily project, Rondel Court, will secure an additional \$XXX,XXX of Low Income Housing Tax Credits LIHTC. HOME funds will be matched using cash from non-federal sources such as the state Housing Development Grant and other housing state funds, forbearance of property taxes, project grants, local fees and charges. ESG funds will be matched using private donations, local and state homeless prevention funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publically owned land is available for this purpose.

Discussion

The Housing and Community Development Division will continue to partner with the public housing authority, the County Behavioral Health Program, the County Health Centers, the Continuum of Care, non-profit agencies, for profit housing developers and the local County Social Service agencies to explore new programs, services and financial resources for programs and services that benefit our low-income and special needs residents.

Anticipated Resources amounts are based on anticipated funding levels, anticipated program income, prior year funds carried forward and

expected matching funds on individual community projects.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	HOUSING GOAL I	2012	2016	Affordable Housing	Countywide	Affordable Housing	HOME: \$775,426	Rental units constructed: 50 Household Housing Unit
2	HOUSING GOAL II	2012	2016	Affordable Housing	Countywide	Affordable Housing	CDBG: \$375,000 HOME: \$86,000	Homeowner Housing Added: 10 Household Housing Unit Homeowner Housing Rehabilitated: 60 Household Housing Unit
3	HOUSING GOAL III	2012	2016	Homeless	Countywide	Public Services Needs (People)	CDBG: \$68,317 HOME: \$165,000 ESG: \$166,461	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 10 Households Assisted Public service activities for Low/Moderate Income Housing Benefit: 1000 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 50 Households Assisted
4	HOUSING GOAL IV	2012	2016	Affordable Housing	Countywide	Public Services Needs (People)	CDBG: \$163,200	Public service activities other than Low/Moderate Income Housing Benefit: 2500 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	HUMAN SERVICES GOAL I	2012	2016	Homeless	Countywide	Public Services Needs (People)	CDBG: \$0	Public service activities for Low/Moderate Income Housing Benefit: 0 Households Assisted
6	HUMAN SERVICES GOAL II	2012	2016	Non-Homeless Special Needs	Countywide	Public Services Needs (People)	CDBG: \$130,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 190 Households Assisted Homelessness Prevention: 25 Persons Assisted
7	COMMUNITY DEVELOPMENT GOAL I	2012	2016	Non-Housing Community Development	Countywide	Infrastructure Projects Public Facilities	CDBG: \$681,692	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1050 Persons Assisted
8	COMMUNITY DEVELOPMENT GOAL II	2012	2016	Non-Housing Community Development	Countywide	Infrastructure Projects	CDBG: \$200,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 50 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	HOUSING GOAL I
	Goal Description	<p>Create new affordable housing for rent-burdened residents. Preserve and improve the quality of the affordable rental housing stock available to low-income families. Focus efforts to meet the housing needs of households with incomes below 50% of the area median. Support the development of housing for special needs populations and families with children while planning to meet the housing needs of a rapidly-growing senior population. Maintain strong partnerships between the County and private/public developers in the development and preservation of affordable rental housing. Assure that new affordable housing has accessibility to services and ease of access to public transit for travel to employment centers and other centers of opportunity. Support the County Department of Health, Housing and Humans Services Housing Initiatives strategies. Support the redevelopment of public housing units to improve the quality of housing. Develop a tenant-based rental assistance program. Housing Goal I Five-Year Performance Measurement: 307 households will have new or improved rental housing.</p>
2	Goal Name	HOUSING GOAL II
	Goal Description	<p>Stabilize existing homeownership and provide opportunities for new homeowners. Stabilize homeownership through housing repair, energy efficiency improvements, rehabilitation and assistance with sewer connections. Support the expansion of opportunities for low- and moderate-income households to become new homeowners, especially first-time homeowners. Support the use of manufactured homes and mobile home parks or subdivisions as a reasonable method of obtaining affordable housing, especially in rural areas. Between 2012 and 2016, 270 households will be assisted to maintain their housing or to become (or remain) homeowners. The 5 year goals is to assist 270 households with CHAP and Housing Rehabilitation program services.</p>

3	Goal Name	HOUSING GOAL III
	Goal Description	Reduce homelessness and meet the housing needs of special needs populations. Support the goals of the Clackamas County Ten-Year Plan and Policies to Address Homelessness and the efforts of the Homeless Council to reduce homelessness in the County. Provide affordable housing and stabilizing services to persons who are at risk of homelessness. Support efforts to develop a flexible funding source to provide appropriate services and rental assistance to persons who are homeless or at risk of homelessness. Focus resources on the more vulnerable populations, including people with mental health problems, veterans, people with disabilities, people coming from institutions, people with addictions and victims of domestic violence. In partnership with private and public housing entities, develop a range of housing choices for vulnerable populations (including persons at risk of homeless, homeless persons and other special needs populations), including a focus on meeting the need of chronic homeless persons for permanent supportive housing. Develop a set of program policies to create a 15% set-aside in all new affordable housing developments specifically to assist the target populations. From 2012 to 2016, 250 homeless or at-risk households receive affordable housing. HomeBase, Homeless Count, ESG program
4	Goal Name	HOUSING GOAL IV
	Goal Description	Promote community awareness of the affordable housing needs of low-and moderate-income households, the needs of homeless persons and the ongoing need to ensure equal access of all households to housing resources. Support projects and programs, such as the Housing Rights and Resources Program, that affirmatively address and promote fair housing rights and further housing opportunities for all County residents in accordance with the Fair Housing Act. Promote public awareness of the issue of fair housing and support the education of tenants, prospective homeowners, landlords, developers, property managers and housing staff on the Fair Housing Act and the Americans with Disabilities Act. Update and support the recommendations in the Analysis of Impediments to Fair Housing. Promote Transit Oriented Development (TOD). Expand Project-based Rental Assistance programs (PBRA). Explore special voucher rent rates for high-rent areas (HACC). From 2012 to 2016, 10,000 households will receive assistance in understanding their rights.
5	Goal Name	HUMAN SERVICES GOAL I
	Goal Description	Stabilize the lives of families and individuals who are in crisis. Focus on the prevention of homelessness and other personal crises through intervention services tied to rental assistance. Rent-Well tenant training and supports for homeless families and families in crisis to repair negative credit and rental records.

6	Goal Name	HUMAN SERVICES GOAL II
	Goal Description	HomeBase and Rental Well programs to increase the self-sufficiency of residents, particularly low-and moderate-income families and individuals as well as other special needs populations who are in need of a range of community supports and services. From 2012 to 2016, 750 persons will receive self-sufficiency services. Support the preservation of basic community services and seek their expansion. Assure that special needs populations, people with mental illness, people with disabilities and the elderly have access to essential services so they can reach their potential for independence. Expand opportunities for employment at living wages for the unemployed and underemployed through vocational and job training, work skills development, counseling, continuing education and literacy, and job placement. Assure that youth are provided the services and support systems they need to mature into employment and community life.
7	Goal Name	COMMUNITY DEVELOPMENT GOAL I
	Goal Description	Revitalize low- and moderate-income neighborhoods. Provide safe and accessible neighborhood streets and walkways/bikeways, especially near schools. Support the revitalization of distressed neighborhoods through infrastructure and facilities improvements. Five-Year Performance Measurement: 690 households will benefit from community improvements.
8	Goal Name	COMMUNITY DEVELOPMENT GOAL II
	Goal Description	Improve community infrastructure and facilities by: Create or improve community facilities that deliver crisis/safety net or self-sufficiency services. Construct public improvements to support the development of affordable housing and/or support business development or retention. Support the removal of barriers to accessibility by persons with disabilities and senior population. Five-Year Performance Measurement: 300 households will benefit from neighborhood improvements.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

During the 2016 program year HOME funds will be used to assist approximately 150 low-income persons in at least 60 Households. HOME funds will also assist approximately 50 housing with Tenant Based Rent Assistance.

AP-35 Projects – 91.220(d)

Introduction

The projects for program years 2015 and 2016 were all selected through a Request for Proposals process conducted in November, December of 2014 and January and February of 2015.

Expenditure Limits: The calculation to determine the CDBG public services cap may include 15% of the preceding year's program income. As of March 28, 2016, \$189,109 of CDBG program income has been received in IDIS. Added to our 2016 CDBG entitlement amount of \$2,019,843 ($2,019,843 + 189,109 = 2,208,952 \times .15 = \$331,343$) the Public Services cap for PY2016 is \$331,343). The 3 public service projects total \$290,866.

#	Project Name
1	2016 Housing Rehabilitation Program
2	2016 CDBG Administration
3	2016 HOME Administration
4	2016 Housing Rights and Resources Program
5	2017 Homeless Count
6	2016 Employment Connections
7	2016 Mentor Athletics
8	Annie Ross House Family Shelter
9	NCRA Sewer Hook-up Grant program
10	Mobile/Manufactured Home Roof Project
11	Red Lodge Transition House for Women
12	2016 Multifamily Housing project
13	2016 CHAP Homebuyer Assistance Program
14	Installation Subsidy for Fiber Optic Service
15	CHDO Operating Support Grant
16	Optional Emergency Assistance 2016
17	Jennings Lodge Pedestrian Improvements
18	Tiny Houses Community
19	2016 HESG Program
20	Tenant Base rental Assistance TBRA

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation Priorities are based on a Priority List developed through a community needs assessment

process completed in 2012 as part of the consolidated planning process. The Priority list is in the Funding Policies as Appendix 5 and in the Consolidated Plan as Appendix 8.

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

1	Project Name	2016 Housing Rehabilitation Program
	Target Area	Countywide
	Goals Supported	HOUSING GOAL II
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$300,000
	Description	Housing Rehabilitation program serving low-income resident homeowners of Clackamas County with grants and low interest loans for home repairs and ADA accessibility improvements.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	40 low-income households will benefit from these services.
	Location Description	

	Planned Activities	<p>The Housing Rehabilitation Program offers deferred-payment loans and grants to low-income owner-occupants. Current grants and loans include:</p> <ul style="list-style-type: none"> Sewer hook-up gra \$6,000 and up Single purpose (e.g. furnace) up to \$15,000 Exterior repairs up to \$25,000 Complete repairs up to \$35,000 <p>Clackamas County also offers a Home Access Grant to low-income persons who have physical or age-related disabilities and need to improve the access to or safety of their home. The maximum grant is \$5,000. Renters and property owners are eligible. A critical housing repair program may also be funded.</p>
2	Project Name	2016 CDBG Administration
	Target Area	Countywide
	Goals Supported	HOUSING GOAL I HOUSING GOAL II HOUSING GOAL III HOUSING GOAL IV HUMAN SERVICES GOAL I HUMAN SERVICES GOAL II COMMUNITY DEVELOPMENT GOAL I COMMUNITY DEVELOPMENT GOAL II
	Needs Addressed	Public Facilities Infrastructure Projects Public Services Needs (People) Affordable Housing
	Funding	CDBG: \$375,768

	Description	Funds for program administration, program development, management, personnel, accounting, and grant compliance expenses.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Funds for program administration, program development, management, personnel, accounting, and grant compliance expenses.
3	Project Name	2016 HOME Administration
	Target Area	Countywide
	Goals Supported	HOUSING GOAL I HOUSING GOAL II HOUSING GOAL III HOUSING GOAL IV
	Needs Addressed	Affordable Housing
	Funding	HOME: \$74,602
	Description	Grant administration, reporting, contract monitoring and management of the HOME program.
	Target Date	8/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	Grant administration, reporting, contract monitoring and management of the HOME program.
4	Project Name	2016 Housing Rights and Resources Program
	Target Area	Countywide
	Goals Supported	HOUSING GOAL IV
	Needs Addressed	Public Services Needs (People)
	Funding	HOME: \$135,000
	Description	Public Services funding for a Housing Rights and Resources program to provide tenants and landlords information and services on fair housing laws and programs.
	Target Date	8/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	2,500 low-income households will benefit from these services.
	Location Description	
	Planned Activities	This is an ongoing public service that provides housing information, legal aid, housing rights education, landlord training and housing referral services to all residents of Clackamas County. The Housing Rights and Resources Program involves three agencies including: Clackamas County Social Services Division, The Fair Housing Council and, Legal Aid Services working together to provide services to low and moderate income tenants and home owners in Clackamas County.
5	Project Name	2017 Homeless Count
	Target Area	Countywide
	Goals Supported	HOUSING GOAL IV

	Needs Addressed	Public Services Needs (People) Affordable Housing
	Funding	CDBG: \$28,200
	Description	The January 2017 Point in Time Homeless Count is a complete point in time homeless street count every two years that is required by HUD.
	Target Date	8/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	A complete street and shelter count of homeless people in Clackamas County in January 2017. This information is included in several HUD reports.
6	Project Name	2016 Employment Connections
	Target Area	Countywide
	Goals Supported	HUMAN SERVICES GOAL II
	Needs Addressed	Public Services Needs (People)
	Funding	CDBG: \$125,000
	Description	Public services funding to support a job training program for low-income public housing residents in Clackamas County.
	Target Date	8/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	50 low-income persons will get employment training.
	Location Description	
	Planned Activities	<p>The project will focus on residents of two public housing sites, Clackamas Heights and Oregon City View Manor, but may also serve residents of other Clackamas County public housing sites and Section 8 residents. All individuals served will be low income: to qualify for public housing, the household income must not exceed HUD set standards, which is 80% of the area median income, based on the specified number of family members. In addition, the project will seek to target individuals with additional barriers to employment, such as having a criminal background, behavioral health needs, or living with mental illness.</p> <p>Services will begin onsite at two Clackamas County public housing locations and then transition to services being offered at the WorkSource Clackamas Annex (Annex) location.</p>
7	Project Name	2016 Mentor Athletics
	Target Area	Countywide
	Goals Supported	HUMAN SERVICES GOAL II
	Needs Addressed	Public Services Needs (People)
	Funding	CDBG: \$30,866
	Description	Funding for a public services youth mentoring program assisting low income children in Milwaukie and Oregon City with educational and extracurricular activities.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	20 youth will benefit from these services.
	Location Description	
	Planned Activities	<p>Children living in Clackamas County Public Housing are often isolated and lack the resources to participate in extracurricular activities, resulting in poor academic, physical, and emotional development.</p> <p>Needs were determined and quantified by Housing Authority service coordination case notes, property management reports, and statistical data base; school reports; and mentoring self efficacy questionnaire.</p> <p>While the needs for the public housing communities have not changed over the past five years, youth participating in Mentor Athletics have experienced positive changes in their lives over the past five years.</p> <p>Most mentoring programs either focus specifically on mentoring or sports and recreation. Mentor Athletics multi-faceted approach of using individual and group mentoring in addition to sports and recreation helps develop the emotional and physical needs of the whole child.</p>
8	Project Name	Annie Ross House Family Shelter
	Target Area	Countywide
	Goals Supported	COMMUNITY DEVELOPMENT GOAL I
	Needs Addressed	Public Facilities
	Funding	CDBG: \$430,000
	Description	Funding to support the re-development of the Northwest Housing Alternatives, offices and affordable housing units including replacement and expansion of the Annie Ross House for use as a homeless shelter in Milwaukie.

Target Date	8/30/2018
Estimate the number and type of families that will benefit from the proposed activities	This shelter serves 35 to 50 people per year.
Location Description	2316 SE Willard street in Milwaukie, Oregon
Planned Activities	<p>Funding to support the replacement and expansion of the Annie Ross House homeless shelter in Milwaukie. The NHA campus now consists of two offices buildings, the Annie Ross House shelter for families and nine rental units: five transitional housing apartments, one staff apartment, two units of Bridges to Housing, and one market-rate rental. NHA now has 34 staff working on the Milwaukie campus with an annual budget of almost \$5 million.</p> <ol style="list-style-type: none"> 1. A brand new building for the Annie Ross House that expands its capacity and provides families with individual apartment units. The new shelter will consist of six separate studio apartments in a single building. 2. Two, three, and four-bedroom affordable rental housing options for families. <p>The land beneath the NHA campus could accommodate significantly more housing than it currently does. The intention is to use the campus redevelopment to build as much affordable housing as the site can reasonably accommodate. Early site planning indicates that our campus could hold as many as 38 units of affordable rental housing on the site in addition to the shelter. The location near the new MAX station will ensure that residents with low-incomes will have easy transit access to the employment and educational opportunities throughout the Metro region.</p> <ol style="list-style-type: none"> 3. An office building that meets NHA's staff needs and serves as a community asset. The conceptual plan for office space accommodates the growing staff, includes a community room for campus residents and a classroom for community use.

9	Project Name	NCRA Sewer Hook-up Grant program
	Target Area	Countywide
	Goals Supported	COMMUNITY DEVELOPMENT GOAL I
	Needs Addressed	Infrastructure Projects
	Funding	CDBG: \$25,000
	Description	Funding for a sewer hookup program that will assist low income households with cost to disconnect septic tanks and connect to the sewer system in North Clackamas.
	Target Date	8/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	20 low income households will benefit from this project.
	Location Description	North Clackamas Revitalization Area (NCRA)

	Planned Activities	<p>The North Clackamas Revitalization Area (NCRA) was formed by the Board of County Commissioners in 2006 to address neighborhood blight, including a lack of infrastructure. Due to the lack of public sanitary sewer facilities, homes were served by on-site wastewater disposal systems, primarily aging cesspools. This type of system is not suitable for densely populated urban areas or with the predominate soil type in the NCRA and, per Oregon Department of Environment Quality regulations, cesspools may no longer be repaired or replaced, leaving property owners with few options when their old system failed.</p> <p>In 2010-2012 Water Environment Services constructed a public sanitary sewer collection system to serve approximately 940 properties the North Clackamas Revitalization Area. Construction was funded through formation of Assessment District 2009-1, and sanitary sewer assessments were levied on the benefited properties by the Board of County Commissioners in May 2013 when construction was complete. The average assessment was approximately \$10,000. Actual costs per property vary depending on the location of the home's plumbing and the location of the on-site system.</p>
10	Project Name	Mobile/Manufactured Home Roof Project
	Target Area	Countywide
	Goals Supported	HOUSING GOAL II
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$75,000
	Description	Funding for low income residents to repair or replace leaking or damaged mobile/manufactured roofs located in Clackamas County mobile home parks.
	Target Date	8/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	20 low income households will benefit from this project.

	Location Description	
	Planned Activities	<p>Repair or replace mobile/manufactured roofs located in Clackamas County parks, serving residents up to 200% of the federal poverty level.</p> <p>This need has quadrupled in the last 3 years resulting in the disqualification for weatherization program services. These residents typically are not able to obtain a loan to pay for roof repair work to be done. If roofing is addressed energy conservation measures can be installed, some health and safety issues can be addressed and hopefully this low-income housing stock can be preserved and continue to be functional for the residents of Clackamas County.</p>
11	Project Name	Red Lodge Transition House for Women
	Target Area	Countywide
	Goals Supported	COMMUNITY DEVELOPMENT GOAL II
	Needs Addressed	Public Facilities
	Funding	CDBG: \$150,000
	Description	Acquisition and rehabilitation of a transitional housing facility assisting approximately 20 formerly incarcerated Native American women per year in Clackamas County.
	Target Date	8/21/2018
	Estimate the number and type of families that will benefit from the proposed activities	20 persons per year will benefit from this transitional housing facility.
	Location Description	TDB

	Planned Activities	<p>Red Lodge will seek to secure a rehabilitation/transition house in Clackamas County to serve formerly incarcerated Native American women as they successfully transition and return into the community.</p> <p>The project will serve a homeless population. The purchase and creation of a culturally responsive transitional house designed to support primarily Native American women while they rebuild their lives after their release from prison.</p> <p>The Red Lodge Transition House for Women meets the national objective of benefitting low and moderate-income persons: this re-entry housing project would directly impact approximately 20 homeless, poverty-level women a year.</p>
12	Project Name	2016 Multifamily Housing project
	Target Area	Countywide
	Goals Supported	HOUSING GOAL I
	Needs Addressed	Affordable Housing
	Funding	HOME: \$775,426
	Description	Funds will be used for the construction and preservation of an affordable housing project. HOME funds have been conditionally set aside for Rondel Court in Molalla.
	Target Date	8/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 50 households/people will have access to new housing units.
	Location Description	
Planned Activities	Funds will be used for the construction and preservation of affordable housing projects. Subject to successful application to the State for Low Income Housing Tax Credits, HOME funds have been conditionally set aside for Rondel Court – redevelopment/rehabilitation of an apartment building in Molalla.	

13	Project Name	2016 CHAP Homebuyer Assistance Program
	Target Area	Countywide
	Goals Supported	HOUSING GOAL II
	Needs Addressed	Affordable Housing
	Funding	HOME: \$86,000
	Description	This project will assist low-income first-time homebuyers with down payments and closing costs.
	Target Date	8/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	10 low income households will benefit from this project
	Location Description	
	Planned Activities	<p>This project will assist low-income first-time homebuyers in purchasing single-family homes by providing funds for down payment and closing costs.</p> <p>On March 24, 2016, Community Development staff gave a 2-hour power point presentation to approximately 27 realtors and a lender regarding the Clackamas Homebuyer Assistance Program (CHAP). The presentation included information about the CHAP process and property standards. In addition, we gave out information about the NCRA homebuyer program, Clackamas County's Housing Rehab loans, the Home Access Grant program, the Sewer Hookup Grant program and new Weatherization Roof Grant program. The presentation included a question and answer session. County staff received feedback from Realtors about difficulties in the current market.</p>
14	Project Name	Installation Subsidy for Fiber Optic Service
	Target Area	Countywide

	Goals Supported	HUMAN SERVICES GOAL II
	Needs Addressed	Infrastructure Projects
	Funding	CDBG: \$25,000
	Description	Funding to assist low income households to access high-speed internet services through the City of Sandy network in Sandy, Oregon.
	Target Date	8/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	40 low income households will benefit from this service
	Location Description	City of Sandy, Oregon
	Planned Activities	Funding would subsidize Fiber-to-the-Home (FTTH) installation costs for low-moderate income areas of Sandy. The City is currently finishing construction of a FTTH network to serve every residence in Sandy. However the individual service connections for each residence are only being installed for current customers (approximately 1400) and those who have signed up for service since the project commenced (approximately 400).
15	Project Name	CHDO Operating Support Grant
	Target Area	Countywide
	Goals Supported	HOUSING GOAL I COMMUNITY DEVELOPMENT GOAL I
	Needs Addressed	Affordable Housing
	Funding	HOME: \$26,000
	Description	Funds will be used to support Community Housing Development Organizations (CHDO) staff work on the development of low-income housing and to support operating expenses.

	Target Date	8/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Funds will be used to support Community Housing Development Organizations (CHDO) staff work on the development of low-income housing and to support operating expenses and capacity building. Funds will be provided to two non-profit housing development organizations.
16	Project Name	Optional Emergency Assistance 2016
	Target Area	Countywide
	Goals Supported	COMMUNITY DEVELOPMENT GOAL II
	Needs Addressed	Public Services Needs (People)
	Funding	CDBG: \$25,000
	Description	
	Target Date	8/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	20 households will benefit from this service.
	Location Description	

	Planned Activities	Optional Emergency Assistance. If any projects are cancelled, up to \$25,000 of CDBG funds may be used for emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency. Funding and assistance with relocation of residents and/or associated expenses to mitigate the effects of the emergency conditions.
17	Project Name	Jennings Lodge Pedestrian Improvements
	Target Area	Countywide
	Goals Supported	COMMUNITY DEVELOPMENT GOAL I
	Needs Addressed	Infrastructure Projects
	Funding	CDBG: \$251,692
	Description	Construction of street, pedestrian, ADA and drainage improvements along 1000 feet of Portland Avenue near Lane Elementary School in Jennings Lodge, and Gladstone High School in Gladstone, Oregon.
	Target Date	8/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	1000 adults and children will use this walkway
	Location Description	Jennings Lodge area
Planned Activities	<p>The project is located in Jennings Lodge, on the north side of Portland Avenue between Jennings Avenue and Hull Avenue. The project will construct 1000 feet of six-foot wide sidewalk adjacent to the Candy Lane Elementary School.</p> <p>It will also include intersection improvements to upgrade the ADA ramps and improve drainage. The new sidewalk will benefit all users of Candy Lane Elementary School, as well as older students walking to Gladstone High School less than ½ mile away.</p>	
	Project Name	Tiny Houses Community

18	Target Area	Countywide
	Goals Supported	HOUSING GOAL III
	Needs Addressed	Public Facilities
	Funding	CDBG: \$68,317
	Description	Funding to acquire land and/or for infrastructure improvements for a homeless services self-governing community of 10 tiny houses and one community building.
	Target Date	8/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	10 to 20 homeless persons will benefit from this project annually
	Location Description	TBD
	Planned Activities	<p>Clackamas County Health, Housing and Human Services is seeking suitable land for siting a self-governing community of 10 tiny houses and one community building. Due to zoning codes, the tiny houses may have to be connected.</p> <p>The tiny home community would end homelessness for at least ten adults. Each tiny house would be about 144 square feet and the community building would be about 1,600 square feet. It is estimated that one acre or a little less would be sufficient. Each home would include sleeping, living and some minimal storage areas as well as a toilet and small kitchenette. The community building would house showers, a full kitchen, laundry and community meeting space, along with some additional storage space. The site would include a large community garden and small personal planting areas adjacent to each home. Proximity to public transportation will be a major factor in siting.</p> <p>Several local partners have expressed an interest in using the project as a learning opportunity for students in architecture, construction, project management and land use planning.</p>
Project Name	2016 HESG Program	

19	Target Area	Countywide
	Goals Supported	HOUSING GOAL III
	Needs Addressed	Public Services Needs (People)
	Funding	:
	Description	2016 HESG Program includes funding for Emergency Shelters staffing services and operations(\$101,000), HESG Homeless Management Information System (HMIS)(\$48,783), HESG Rapid Re-housing(\$16,678) and HESG Administration (\$13,496).
	Target Date	8/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	1000 low-income persons will receive emergency shelter housing and services and/or rapid re-housing housing stabilization services or financial assistance.
	Location Description	Several locations in the county.
	Planned Activities	2016 HESG Program includes funding for Emergency Shelters staffing services and operations(\$101,000), HESG Homeless Management Information System (HMIS)(\$48,783), HESG Rapid Re-housing(\$16,678) and HESG Administration (\$13,496).
20	Project Name	Tenant Base rental Assistance TBRA
	Target Area	Countywide
	Goals Supported	HOUSING GOAL III
	Needs Addressed	Public Services Needs (People)
	Funding	HOME: \$165,000
	Description	The Tenant Based Rental Assistance Program (TBRA) provides funds to assist individual households who are homeless or at risk of becoming homeless. The assistance may be used for rent, utility costs, security deposits, and/or utility deposits.

Target Date	8/30/2017
Estimate the number and type of families that will benefit from the proposed activities	50 households will benefit
Location Description	
Planned Activities	<p>The Tenant Based Rental Assistance Program (TBRA) provides funds to assist individual households who are homeless or at risk of becoming homeless. The assistance may be used for rent, utility costs, security deposits, and/or utility deposits. The maximum assistance is 24 months. Funding will be for two TBRA programs: HomeBase administered by Northwest Housing Alternatives (NHA); and Reboot NW a partnership between the Housing Authority of Clackamas County, the Workforce Investment Council of Clackamas County, and Clackamas County Community College.</p> <p>HomeBase prevents homelessness from happening for households in crisis and provides case management to keep them stable in their housing. For those households who are currently experiencing homelessness, participants receive case management from NHA Family Support Specialists to move quickly from homelessness into housing and connect to mainstream social services.</p> <p>The Reboot NW initiative will train long-term unemployed residents and career-seeking veterans for jobs in the Manufacturing and IT sectors. The program will fund critical occupational skill training while fast-tracking participants through industry credentialing and certification programs. Participants may also receive paid work experiences, job placement assistance, on-the-job training and up to years of housing assistance.</p>

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Assistance is directed throughout the county. No geographic areas in Clackamas County were targeted.

The 2015 median annual income for the Portland-Metro MSA, which includes Clackamas County, is \$73,900 for a household of 4 people. Low income (50% of AMI) persons and households have an income of less than \$36,750 per year or \$3,062 per month for a family of 4. For a single person the median income per year is \$51,730. A low income adult person would have an income of less than \$25,750 per year or less than \$2,146 per month.

Nine and a half percent (9.5%) of Clackamas County residents are living below the official poverty level in Clackamas County based on the 2005-2009 American Community Survey results. Female householders with children had the highest rates of poverty, and nearly half of female householders with children under the age of five were found to be living below poverty.

The United States Department of Housing and Urban Development (HUD) has generated a series of standards that can be used to determine if a Census Tract Block Group has a minority concentration or a concentration of low-income households. To determine if a low-income concentration exists, the Area Median Income (AMI) of a block group must be below 50% of the Area Median Income for the Metropolitan Statistical Area (MSA).

Geographic Distribution

Target Area	Percentage of Funds
Countywide	100

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

No geographic areas in Clackamas County were targeted except to the extent that projects serving an area must be located in a qualified census tract or area with at least 43.44% low- and moderate-income residents. Clackamas County has a 43.44% low-and moderate income exception.

Clackamas County Definition of a high-concentration of low income people

HUD's definition of low to moderate income household (LMI) is a household that has either an income that is less than 50% (low) or less than 80% (moderate) of Area Median Income (AMI).

Low and moderate income households are those whose gross annual income does not exceed 80

percent of the Area Median Income (AMI) for the Portland metropolitan area, with adjustments for family size. The income limits change annually; approved projects will be expected to comply with the limits that exist at the time of any contract or agreement.

Clackamas County has 218 Census Tract Block Groups. Of those 218 block groups, ten percent (10%) have a population that is more than 56% low and moderate income. The 22 block groups (representing the 10% of all block groups in the county) with a population that is more than 56% low and moderate income households according to the Census Bureau.

Eight percent (7.7%) of Clackamas County residents identified their ethnicity (considered separate from race) as Hispanic or Latino in the 2010 census.

2010 Census data on ethnicity of County residents indicates that of the more populated cities, Canby and Molalla had the highest percentages of Hispanic/Latino residents (21% and 14% respectively). Among the cities with populations above 10,000 people, Canby, Happy Valley and Wilsonville had greater than 20% minority populations.

Clackamas County Minority Concentration Definition:

Clackamas County Housing and Community Development Division reviewed both race and ethnic information from the 2010 Census Bureau to determine minority ranking. The 22 block groups with the highest minority ranking represent 10 percent of all the block groups in Clackamas County.

A total of 37,379 persons were living in these high concentrations of minority areas.

Concentrations of Both high Low to Moderate Income and high Minority

The Minority and Low/Mod map attached shows the areas of both minority populations and LMI household concentrations. Maps are in Attachment F of this Action plan. Annually, Clackamas County Housing and Community Development Division expends approximately 12.5% (\$250,000) of CDBG funds per year on projects in these high concentration areas.

22 block groups are approximately 10% of the total number of block groups in Clackamas County. These nine (9) block groups rank in the top 22 for both minority and LMI, and represent the block groups with the highest concentrations of poverty and minorities.

Five (5) of the high concentration (HC) block groups are located in the North Clackamas Area. One (1) of the HC block groups is in Milwaukie and two (2) of the HC block groups is in Canby. A total of 13, 855

people live in these areas of concentrated minority and poverty.

Discussion

Recent and future Projects in High Concentration areas:

2014 and 2015 North Clackamas Renewal Area (NCRA) Sewer Hook Up Assistance Grant (SHUAG):

Between July 1, 2014 to November 18, 2015, a total of 17 households were assisted residential sewer hookup grants. The NCRA project area includes Census Tract Block Groups: 216.01-1 (31% minority/39.1% low income), 216.01-2 (26% minority/25.4% low income), 216.01-3 (26% minority/30.4% low income) and, 216.01-4 (26% minority/27% low income).

2013 and 2014 Bell Road Ped/Bike Improvements: A neighborhood improvement project adding sidewalks, drainage improvements and bike paths in a low/mod income residential area, Census Tract Block Group: 216.01-3 (26% minority/30.4% low income). The anticipated benefit will be to the 500 persons living in the project area.

Homeless Housing Chez Ami and Janssen Apartments: Two existing permanent and transitional housing units for homeless and formerly homeless persons some with severe mental illness. A total of 64 beds in 48 housing units are supported through the annual Continuum of Care CoC renewal funding application process: Census Tract Block Group: 221.04-2 (38.7% low income).

2012 and 2013 Housing Rehab projects: Between July 1, 2011 to March 25, 2015-NCRA area, a total of 22 households were assisted with a housing rehabilitation loan or grant. The NCRA project area includes Census Tract Block Groups: 216.01-1 (31% minority/39.1% low income), 216.01-2 (26% minority/25.4% low income), 216.01-3 (26% minority/30.4% low income) and, 216.01-4 (26% minority/27% low income).

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Below are the Community Development 2016 Affordable Housing goals for the Homeless, Non-homeless and Special Needs

populations. Funding for these projects is made available through the CDBG, HOME, ESG and the Continuum of Care (CoC) grant programs.

One Year Goals for the Number of Households to be Supported	
Homeless	70
Non-Homeless	70
Special-Needs	20
Total	160

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	50
The Production of New Units	20
Rehab of Existing Units	80
Acquisition of Existing Units	10
Total	160

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

On March 24, 2016, Community Development staff gave a 2-hour power point presentation to approximately 27 realtors and a lender regarding the Clackamas Homebuyer Assistance Program (CHAP). The presentation included information about the CHAP process and property standards. In addition, we gave out information about the NCRA homebuyer program, Clackamas County's Housing Rehab loans, the Home Access Grant program, the Sewer Hookup Grant program and new Weatherization Roof Grant program. The presentation included a question and answer session. County staff received feedback from Realtors about difficulties in the current market.

1000 households will receive HESG program services of emergency shelter, eviction prevention, housing

stability counseling and/ or Rapid Rehousing.

140 Households will be assisted with rental assistance, new units, home repairs and purchase of private housing:

60 low income households will receive funds and assistance to complete owner housing rehabilitation projects. It is estimated that 20 of these households will house a disabled /special needs person.

20 low income households will get access to new affordable housing units.

50 Households will receive Tenant Based Rental Assistance TBRA.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Clackamas County (HACC) is a part of the Health, Housing and Human Services (H3S) Department.

Actions planned during the next year to address the needs to public housing

Actions planned during the next year to address the needs of public housing

- *Provide service coordination through the ROSS grant for 540 public housing units*
- *Coordinate with local Workforce organizations to connect residents with employment and training opportunities*
- *Coordinate with CTEC Youth Services to provide unengaged teens with mentoring, employment and education opportunities.*
- *Coordinate with Mentor Athletics to provide youth sports, recreation and mentoring opportunities for HACC youth*
- *Provide service coordination and support to residents facing eviction.*
- *Coordinate with Public Health to provide for health, mental health and service coordination for most vulnerable residents.*
- *Manage community gardens in the Oregon City and Milwaukie neighborhoods, encourage resident participation and leadership. Provide opportunities for continuing garden and nutrition education.*
- *Manage the Hillside Community Food Basket in coordination with the Oregon Food Bank*
- *Maintain and manage community computers available for resident use*
- *Promote resident engagement and leadership through the HACC Resident Advisory Board*
- *Promote available community resources and opportunities available to residents through a quarterly newsletter.*

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACC offers a range of economic empowerment strategies to assist public housing residents to become economically self-sufficient.

- ***ROSS Service Coordination***

Under the HUD Resident Opportunity for Self-Sufficiency Grant (ROSS), HACC has a full-time Service Coordinator available to coordinate supportive services and other activities designed to help PHA

residents attain economic and housing self-sufficiency.

- **Effective Partnership with Regional Workforce Agencies Connecting Residents to Employment and Training Opportunities***HACC collaborates with regional work force agencies including the Clackamas Workforce Partnership, Community Solutions of Clackamas County and WorkSource to connect residents with employment and training opportunities. Through these collaborative partnerships residents get basic soft skills instruction, participate in workshops and get support in job search activities, have opportunities to participate in paid on the job training, access training in targeted high growth industries such as construction, manufacturing, health care and technology.*

- **Asset Building through Individual Development Accounts**

Through the IDA program, HACC residents with the opportunity to save for post-secondary education, to grow a business or to purchase a home using an IDA matched savings account. IDA matched savings accounts match every \$1 a participant saves with \$3. IDA savers must complete a 10 hour financial education workshop where they learn about budgeting, credit repair and credit building, debt management and avoiding predatory lending. IDA savers are also required to complete 6 hours of asset specific training related to their goal. Through the IDA program, residents are also linked to other financial empowerment resources such as free tax preparation sites, referrals to non-profit credit counseling agencies, home ownership counseling and opportunities to access low-interest emergency loans. Public Housing residents are engaged in the management through a Resident Advisory Board (RAB). RAB membership is comprised of public housing and Section 8 Housing Choice Voucher (HCV) leaders that represent residents served by HACC. The RAB convenes not fewer than two times per year to develop, approve, review and evaluate HACC's Annual Plan. The RAB is also consulted for input and approval of any significant amendment or modification to the Annual Plan.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

HACC is not designated as a troubled agency.

Discussion

Clackamas County has formed a Housing Advisory Board to provide affordable housing policy guidance to the Housing Authority and the Board of County Commissioners. The Housing Advisory Board (HAB) is

an eight member body that convenes once each month to discuss topics and issues pertaining to the development, preservation and promotion of affordable housing of all types in Clackamas County. Currently, the HAB has been working on developing an Affordable Housing Toolkit that may help mitigate some of the impediments to affordable housing development. The toolkit will describe available policies and resources that the county may utilize to address the growing need for affordable housing in the County. Tools that promote both new development and preservation of affordable housing are being considered. At this writing, the toolkit is still in the development stage. When the toolkit is finalized, the Affordable Housing Toolkit will be presented to the BCC for consideration.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The H3S Housing and Community Development Division (HCD) coordinates most of the homeless and other special needs activities through its partnerships with non-profit service providers, the Social Services Division, Continuum of Care, the Housing Authority of Clackamas County public housing agency. Activities include: CoC coordination, CoC Homeless Point in Time count, ESG coordination, CoC Homeless Outreach and Discharge Planning.

Housing Assistance for Alcohol and Drug Recovery: The Behavioral Health Division (BHD) of Clackamas County has developed supportive housing for those in alcohol and drug recovery. BHD, through CODA, has implemented housing assistance and services program for Clackamas County residents in alcohol and drug recovery. The program has three main components: substance abuse recovery, finding and retaining permanent housing, and increasing income by connecting people with benefits and/or employment options. Direct client dollars can be used for, but not limited to, moving costs, rent assistance, application fees, deposits, and paying off previous debts. The target population for this program is individuals participating in alcohol and drug recovery at or below 50% Median Family Income, homeless, or at risk of homelessness.

Measureable outcomes of the program are:

- Number of participants who have stayed in the program
 - Number of participants who are clean and sober
 - Number of participants who have not entered into criminal activity
 - Number of participants who have remained housed
 - Number of participants who have connected with entitlements
 - Number of participants who have found employment and/or increased their income
- The contract to provide these services began on 3/8/12 and was extended to 6/30/14 for a total budget amount of \$593,196. The estimated number of people who were to be served during the two year period was 100, with ultimately 128 individuals served during that two year period. BHD continued the funding for this program for FY 15 with a total budget of \$222,000. BHD continued the funding for this program for FY 16 was increased to \$448,000. In the first 6 months of the FY 16 contract, 56 individuals have been served.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness

including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Households with dependent children: Locally funded HomeBase (RRH and homelessness prevention) expanded last year, reaching 459 people & plans to increase capacity next year. The locally funded Bridges to Housing Program stabilizes housing for high need homeless families serving 38 families & 63 children last year. Through the Rent Well-RRH project 25 families from the streets/emergency shelter will be assisted. Clackamas Womens Services and a network of churches and faith-based organizations in North Clackamas are working to address family homelessness in their community.

Survivors/Victims of domestic violence: The CoC includes a TH and a PSH project focused on domestic violence survivors and their families. This provider operates an ESG funded DV emergency shelter which recently doubled its beds, a homelessness prevention program, Beyond Shelter, and the newly opened Family Justice Center. The projects involve a wide range of on-site services from over 12 public safety and services agencies, funded by more than 24 public and private entities. Victims in Clackamas County can now access an advocate, plan for their safety, talk to a police officer, meet with a prosecutor, receive medical assistance, file a protective order in a video court, receive information on shelter and get help with transportation—all in one location on a drop-in basis.

Unaccompanied youth: Springwater is a CoC TH for youth 16- 21 funded with CoC, ESG, local government & private funds. HomeSafe is a CoC TH for pregnant and parenting youth 6 – 21 funded with CoC, local and state grants. Host Homes is funded with local, state and private grants. The program is for 16- 18 year olds attending school houses up to six unaccompanied youth with families. The Outside In program funded with local government grants links with school Homeless Liaisons to provide health services to unaccompanied youth 16-17 in the school & community.

Persons who routinely sleep on the streets or in other places not meant for human habitation:

Clackamas County has a range of services for persons sleeping on the streets or in other places not meant for human habitation. Two major service centers (Clackamas Services Center and Father’s Heart) provide hot meals, clothing, medical services, and severe weather shelter, and are close to where many unsheltered homeless reside. Several smaller agencies also provide basic needs and outreach to homeless on the streets and places not meant for habitation.

Compassion events, similar to Project Homeless Connect, are held throughout the year to provide a “one stop” for basic services, such as food, clothing, medical care, veterans’ services and housing options. A new severe weather winter shelter opened in 2013 in a rural area with a significant homeless camping population.

Homelessness among veterans: Housing Authority of Clackamas County has housed 25 homeless veterans using VASH vouchers. The Veterans Services Office conducts veteran outreach with free

medical screenings, warm clothing, information on compensation and other veterans' benefits, employment, housing, counseling and other services. Clackamas County is part of a new SSVF grant and is providing office space and supplemental rental assistance using state funds for a nonprofit provider of outreach, homeless placement and homeless prevention for veterans. This grant has streamlined access to the regional Grant Per Diem program for vets who are working on permanent housing placement either through VASH, SSVF or other programs.

Addressing the emergency shelter and transitional housing needs of homeless persons

The activities to address emergency shelter needs within the County will be funded through the Emergency Solutions Grants (ESG) program. 1000 Households will receive HESG program services from July 1, 2016 to June 30, 2017. The FY 2016 ESG allocation will be supplemented by matching funds at least equal to its amount.

Primary emphasis will continue to be on payment of emergency shelter operations expenses including utilities, maintenance, insurance, and staff salary costs. The purpose of emphasizing payment of operations expenses is to provide some predictability and stability to the operation of the shelters by assuring that their most basic expenses are met. This assures the continued operation of the facilities in times of scarce and fluctuating resources, and it compliments specific fundraising efforts for special projects.

Northwest Housing Alternatives' Annie Ross House and Clackamas Women's Services' Evergreen House, provide emergency shelter to homeless families with children and survivors of domestic violence, respectively. Independent living services are provided through The Inn's Springwater program, which targets assistance to the homeless youth population. Los Ninos Cuenten's Casa Hogar provides emergency shelter services to Hispanic/Latino homeless families and individuals who have survived domestic violence. Case management at each program improves vocational and coping skills to make the transition from homelessness to independent living. Continuum of Care funds Also provide 49 beds of transitional housing for homeless households, including families, singles, and youth.

Clackamas County's Coordinated Housing Access system provides a one-stop option for homeless individuals and families to be assessed and matched with all homeless programs in the County for which they are eligible.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

Chronically homeless individuals and families: In 2014, The Continuum of Care increased the number of beds for chronically homeless persons in Clackamas County. The CoC did this by leveraging Housing Authority Housing Choice Vouchers, converting Permanent Supportive Housing (PSH) beds to chronically homeless beds, reaching out to PSH providers to prioritize beds for chronically homeless persons and using Medicaid to provide enhanced services for chronically homeless persons in PSH beds.

Families with children: The CoC increased capacity and worked on outreach goals to end homelessness among households with dependent children. The HomeBase program utilized multiple funding sources to expand and become the largest RRH and homelessness prevention program in the County. Through the reallocated Rent Well RRH project, the CoC will be able to stabilize housing for 15 families from the streets/emergency shelter. The locally-funded Bridges to Housing (B2H) Program stabilizes housing for high-need homeless families and assisted 136 persons last year. Outreach plan includes referrals from different geographic parts of the county. An outreach strategy adopted by the HPC educates landlords on housing choice vouchers.

B2H serves high-needs homeless families with children, with a capacity of 30 families at a time. These homeless families have multiple complex needs which often include but are not limited to housing barriers, domestic violence, addictions, mental health issues and disabling conditions. B2H families receive longer term housing subsidies and intensive services designed to support their income self-sufficiency and permanent housing stability as well as the children's and adult's educational success.

Veterans and their families: Housing Authority of Clackamas County has housed 45 homeless veterans using VASH vouchers. The Veterans Services Office coordinates with Social Services to conduct veteran outreach with free medical screenings, warm clothing, information on compensation and other veterans' benefits, employment, housing, counseling and other services. Clackamas County is part of an SSVF grant and provides office space for a nonprofit provider of outreach, homeless placement and homeless prevention for veteran families. This grant has streamlined access to the regional Grant Per Diem program for vets who are working on permanent housing placement either through VASH, SSVF or other programs.

Unaccompanied youth: Springwater Transitional Housing for youth 18-23 is funded with CoC, ESG, local government, and private funds. Case management, vocational education services, physical and mental health support, supervision and shelter are provided to youth.

HomeSafe Transitional Housing for pregnant and parenting youth 16 – 21 is funded with CoC, local and state grants. Youth have access to rent assistance in scattered apts., case management, referral and linkages to mainstream services.

Independent Living Plans (ILPs) are funded with state and local govt. funds for independent living services to youth transitioning from foster care. Case management is provided for youth discharged

from Child Welfare at 18 or 19 years old without permanent housing. Case managers refer and link ex-foster youth to programs and services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

These discharge plans have been confirmed through the Continuum of Care application and planning process.

Foster Care: The Oregon Department of Human Services (DHS), dictates the Foster Care Discharge Policy in which the County actively participates. DHS refers willing children to a Continuum of Care provider for a Life Skills/Transition Readiness Assessment. This results in: 1. Identification of resources and linkages needed to assist the child in transitioning to independent living, including life skills training, housing subsidies, college tuition, and health insurance and 2. Preparation of an individualized Comprehensive Transition Plan which must be approved by a Family Court Judge every 6 months until the child is successfully transitioned to independent living.

Youth can access Chafee rental subsidies to help them secure an apartment. They can secure tuition-free access to a state college along with Chafee grants to assist with room and board. Youth with developmental disabilities and/or mental illness exiting the foster care system continue to receive an array of services including options such as adult foster care and supported housing that are based on unique client needs. Each option is designed to ensure that youth exiting the foster care system are not routinely discharged into homelessness.

Health Care: The discharge planning for low-income and disabled people has historically resided with the State through the Medicaid program. With the advent of the Affordable Care Act (ACA) and the expansion of Oregon's Medicaid program, discharge planning is shifting to local control. All Medicaid providers are joined in Coordinated Care Organizations (CCOs) covering specific geographic areas. The CCOs integrate physical, mental and dental health services. The ACA Medicaid expansion has been structured to align the financial incentives with clinical outcomes/housing status of patients. This has begun to persuade hospital systems and health care providers to plan and act outside their silo, to begin discussions with CoCs about effective liaison and resource sharing.

Mental Health: The Discharge Policy in place for persons being discharged from a mental health facility is ensured by Clackamas County Behavioral Health Department (CCBH). As part of Health Share, the area's Medicaid Coordinated Care Organization, CCBH has both financial and clinical incentives to ensure that no county residents are discharged from a psychiatric hospital without housing and services. In addition,

Oregon is under an U. S. Dept. of Justice 4 year plan to provide better community outcomes for people with mental illness. Specific mandates are subcontracted by the State to CCBH. The local Discharge Policy, which is monitored and enforced by the State, requires all adults leaving a psychiatric hospital be housed consistent with their level of care needs and personal wishes.

Corrections: The purposeful effort to structure successful community re-entry for inmates is a local mandate spearheaded by the Clackamas County Sheriff’s Office (CCSO) which participates on the CoC governing board. Because community safety is its #1 priority, CCSO promotes post-discharge services with housing to reduce recidivism. Likewise, the Clackamas County Behavioral Health (CCBH) is a provider in the local Medicaid program, Health Share. CCBH understands that successful re-entry will reduce incidence and cost of ER visits and hospitalization.

Discussion

Our Jurisdiction receives no HOPWA funding. Our jurisdiction works with Cascade Aids Project (CAP) a service agency which provides housing and services for persons that are HIV positive in our three-county area that is referred to as the Portland Metro Area.

One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

The **2012 Analysis of Impediments to Fair Housing Choice** identified five broad impediment areas. These impediment areas were based on analysis of existing data and broad public input. Some impediments, such as discrimination in housing, can be addressed with strategies aimed at identification and enforcement, as well as education (consumer, provider and housing industry).

Clackamas County Housing and Community Development Division is conducting an Assessment of Fair Housing (AFH) beginning in March 2016. The new AFH plan and goals will be available for public comments by July 30th, a public hearing will be held in August and the new 5-year plan will be submitted to HUD for approval in September 2016.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

As mention in AP-60 Public Housing the Clackamas County has formed a Housing Advisory Board to provide affordable housing policy guidance to the Housing Authority and the Board of County Commissioners. The Housing Advisory Board (HAB) is an eight member body that convenes once each month to discuss topics and issues pertaining to the development, preservation and promotion of affordable housing of all types in Clackamas County. Currently, the HAB has been working on developing an Affordable Housing Toolkit that may help mitigate some of the impediments to affordable housing development. The toolkit will describe available policies and resources that the county may utilize to address the growing need for affordable housing in the County. Tools that promote both new development and preservation of affordable housing are being considered. At this writing, the toolkit is still in the development stage. When the toolkit is finalized, the Affordable Housing Toolkit will be presented to the BCC for consideration.

In Clackamas County, many of the existing patterns of sprawl, decentralization and homogenous housing developments resulted from commuter demand for housing. Homogeneity, whether exclusively single family or multifamily, can result in limited housing choice suitable to needs and incomes of County residents. Undefined or subjective design standards can also make it difficult to meet affordable housing needs within built-out communities.

Access to affordable and adequate housing for households with lowest incomes has been restricted over the years. Since 2000, median renter income in the U.S. has fallen relative to contract rents. Utility costs have been increasing, as has the price of commuting to work. Quality of housing, particularly at the lowest rent levels, is at risk if property owners do not have assets to maintain units. The result is that

lowest income tenants, in addition to the burden of finding housing at all, may be forced to live in unsuitable or unsafe housing.

A range of suitable housing choices should ideally be available to fit the entire range of household incomes, providing choices for all residents, including those who work in the community.

Households with extremely low incomes, especially those needing support services, find very few options. The Clackamas County Comprehensive Plan, last updated in 2001, recognizes the goal of providing a variety of housing types and densities to meet the needs of County residents. Policies with the potential of increasing affordable housing include:

- Provisions for mobile home park continuation and development.
- Encouraging new condominiums, while discouraging conversion of existing rental units.
- Locating diverse affordable housing opportunities with access to services and employment.
- Support for regional planning activities and policies to increase affordable housing.
- Encouraging increased densities in zoning.
- Reducing costs for utilities and roadways through flexible lot patterns in subdivisions and Planned Unit Developments.
- Expedited design review and permitting.
- Permitting prefabricated housing meeting Uniform Building Code on individual lots within the Urban Growth Boundary.
- Preserving existing housing when renovation a feasible option.
- Encouraging infill while preserving the character of existing neighborhoods.

Discussion

AP-85 Other Actions – 91.220(k)

Introduction

Clackamas County Housing and Community Development Division (HCD) propose the following actions in program year 2016 that address obstacles to meeting underserved needs, foster and maintain affordable housing, develop institutional structure, encourage public housing residents to become more involved in management and encourage public housing residents to attain home ownership. HCD continues to request proposals from housing development organizations for the development and preservation of multi-family affordable rental housing projects that serve lower income households. Funding available to support these activities included: HOME funds, Housing Choice Vouchers and Public Housing Replacement Funds.

Rondel Court Apartment Rehabilitation and Expansion. Caritas Community Housing proposes to entirely rehabilitate and expand the aging 30 unit apartment complex into a new 47 unit affordable rural housing development. At completion, the project will be a vibrant integrated housing development including families, elderly and other special needs populations.

In addition to the above projects, HCD is currently assisting Central City Concern with the development of Town Center Greens, a new 60-unit multi-family housing project located near Clackamas Town Center. The Town Center Greens project began construction in September 2015 and is anticipated to be completed in September of 2016.

Actions planned to address obstacles to meeting underserved needs

Clackamas County HCD will address obstacles to meeting underserved needs in FY2016 by engaging in these activities:

1. Leverage available program funds by requiring sponsor contributions.
2. Seek additional funding from public and private sources to finance program activities.
3. Continue a program to assist renters and homeowners who need safety and accessibility adaptations in order to remain in their own homes.
4. Investigate the development and implementation of an inspection program to enforce habitability standards in multi-family housing projects.
5. Promote and assist the development of additional transitional housing which will be available to low- and very low-income individuals and families.
6. Promote and assist the development of affordable housing which will be available to very low, low-,

and moderate-income individuals and families.

7. Increase capacity to assist Homeless Families with Children.

8. Develop a set of program policies to create a 15 percent set-aside in all new affordable housing developments specifically to assist the targeted special need populations.

9. Promote the use of Section 8 Project Based Vouchers into the development of any new affordable housing project.

10. Develop Alcohol and Drug treatment Housing.

Actions planned to foster and maintain affordable housing

HOME funds will be used primarily to develop affordable housing units for rental by low-income individuals and families. HOME funds will also be used to assist Community Housing Development Organizations (CHDOs) with grants for operating costs allowed by 24 CFR 92.208. HCD ensures that HOME-assisted rental housing remains affordable by monitoring projects during the period of affordability for compliance with the HOME regulations at 24 CFR Part 92.

Clackamas County ensures the long-term affordability of HOME-assisted homebuyer properties during the period of affordability by monitoring to verify that the home remains owner-occupied. Monitoring activities include both desk and on-site monitoring.

Actions planned to reduce lead-based paint hazards

Clackamas County contracts with a professional firm to provide lead hazard evaluation services at no cost to the owners and buyers participating in its housing rehabilitation and homebuyer programs. When such hazards are discovered, they are addressed in a manner consistent with procedures approved by HUD, the State Health Division and the Department of Environmental Quality. However, the County does not anticipate using HOME funds for its housing rehabilitation and homebuyer programs in the next year. The HOME-funded project will be new construction and will not involve lead-paint hazards.

Actions planned to reduce the number of poverty-level families

The Housing and Community Development Division (HCD) coordinates efforts with the Social Services Division (SSD) to reduce the number of households below the poverty line. SSDs activities include:

- Participation in and staffing of the Continuum of Care in Clackamas County as well as the Continuum of

Care Steering Committee (Governing Board) and the Homeless Policy Council.

- Coordination and maintenance of liaison relationships with McKinney Vento funded homeless liaisons that support the educational success of homeless children. These include each of the School Districts in the county, all Clackamas Educational Service District offices, and the State of Oregon Department of Higher Education.
- Contracting with a community based organization for a Homeless Student Success Project that enhances the capacity of the homeless liaison at the highest poverty school district in Clackamas County.
- Participation as one of the four lead agencies on the regional steering committee for the Rent Well tenant education program.
- Participation in the operations of the Janssen Transitional Housing Project (JTHP). SSD currently provides case management for the families living at Janssen. This HUD funded project, sponsored by the Housing Authority of Clackamas County, has been in operation for more than 20 years. JTHP provides seven (7) transitional housing units, intensive and comprehensive case management, flexible assistance to support residents increasing their income and housing stability, and other supportive services for homeless families with children.
- Maintain the Housing Rights and Resources Program which responds to the general public regarding emergency housing, housing discrimination, landlord-tenant concerns, low-cost housing, rent assistance and a variety of other housing-related issues.
- Maintain a contractual relationship with Legal Aid Services of Oregon and the Fair Housing Council of Oregon to support the delivery of Fair Housing services to Clackamas County residents. This contractual relationship hastens service delivery for people experiencing potential discrimination and/or fair housing violations.

Actions planned to develop institutional structure

The Housing and Community Development Division coordinates efforts with the Social Services Division (SSD) to develop institutional structure to strengthen the services system in Clackamas County.

SSD and CD worked together with Continuum of Care partners to develop and implement a county wide Coordinated Housing Access system. This system provides centralized access, eligibility screening and prioritization, using HUD guidelines, to all HUD funded homeless services and housing programs within the County. Three non-HUD funded homeless housing programs also elected to join the new

coordinated system.

SSDs activities include: - Operation of the State of Oregon Housing and Community Services Low Income Rental Housing Fund (LIRHF). LIRHF provides time-limited rental payment assistance to caseload-managed clients of SSD.

- Administration of State Homeless Assistance Program (SHAP) funds sub-granted to the Annie Ross House family shelter and Clackamas Women's Services domestic violence shelter.

- Initial screening and intake for families wanting to enter the Annie Ross House shelter and two interfaith hospitality shelter networks (SON and LOTSM).

- Administration of the federal Emergency Food and Shelter Program (EFSP) and contracts with local shelters to provide night of shelter to homeless persons.

- Local administration of the state Emergency Housing Account (EHA). These funds support case management to families accessing the two interfaith hospitality network shelters. EHA funds are also used to support shelter bed nights at Clackamas Womens Service's, Annie Ross House, and the Inn Home emergency shelters.

- Operation of a locally funded Bridges to Housing program that provides high needs homeless families a longer term housing subsidy and intensive, comprehensive case management that focus on permanent housing stability and increasing income.

- Operation of the Rent Well tenant education program, providing year-round, ongoing tenant education in Spanish and English as well as case management to help homeless families with barriers to housing placement locate and access permanent housing units.

- Operation of the Jackson Transitional program for adults who are homeless.

- Operation of the HSP program for families who are homeless or at imminent risk of homelessness needing short term rental assistance and supportive services in order to stabilize.

- Severe Weather Warming Centers at three sites, providing a total of 99 low barrier shelter beds for homeless persons on cold winter nights. These sites provide important linkages for the community efforts to identify and re-house chronically homeless persons.

Actions planned to enhance coordination between public and private housing and social

service agencies

The Housing and Community Development Division coordinates activities between public housing and assisted housing agencies through funding and reporting outcomes to state and federal agencies. The HOME program provides vital funding to private assisted housing providers that also apply for state tax credit funding. HOME funding is one of few sources of funds for affordable housing units in our rural urban county. Housing Rights and Resources program is an H3S program in the Social Services Division that provided housing referral and information services on all available housing services. H3S , HCD and HACC will coordinate on the following action items:

1. Continue to improve communication and coordination among public agencies by developing and upgrading computer systems and telephone networks.
2. Coordinate with the Countys Community Health and Social Services Divisions to maximize utilization of resources available to meet the needs of the homeless and persons with mental illness who need housing services.
3. Maintain the CCSS partnership with the State of Oregon Department of Human Services to operate the Housing Stabilization Program in the county. Now in its sixth year, the program serves families with children for up to 12 months. CCSS provides families intensive case management services with a goal of locating and maintaining safe, stable and affordable housing.
4. Maintain the partnership with SSD, Clackamas Womens Services, and Northwest Housing Alternatives to administer and operate the Homeless Prevention and Rapid Re-Housing Program. The program includes 3 elements: Rent Subsidy Program designed to provide short term (3 months) and medium term (up to 6 months) of rent subsidies to low- and moderate-income renters. A Rapid Re-Housing Program designed to provide housing placement, short-term rental assistance, case management and other support services to families with dependent children who have been living in emergency shelters or on the streets for at least seven days. Counseling and Housing Stabilization Services including case management, outreach, housing search and placement, legal services, and Credit Repair.
5. Maintain the CCSS partnership with HACC and Mental Health to operate the HUD funded Shelter-Plus-Care Program. Shelter Plus Care provides rent assistance to case managed clients of Social Services and Mental Health who are homeless.
6. Coordinate with SSD and Northwest Housing Alternative to ensure the continued success of the HomeBase Program homeless prevention and rapid rehousing services. This coordination will include sharing of information concerning case management best practices, and consistent and accurate data

entry into the Homeless Management Information System.

Discussion

Clackamas County Housing and Community Development Division (HCD) works in conjunction with the Housing Authority of Clackamas County, the Social Services Division, the Behavioral Health Division, Community Health Centers and community non-profit housing providers and private non-profit social services providers to address obstacles to meeting underserved needs, foster and maintain affordable housing, develop institutional structure, encourage public housing residents to become more involved in management and encourage public housing residents to attain home ownership.

In 2016 HCD is funding several affordable housing projects, an employment training program, a fair housing rights and information program, homeless prevention and rapid rehousing services, and a youth mentoring program for youth in public housing.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction

This year a Home-buyer program will not be available for low-income residents. In prior years this program was available.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The County does not anticipate offering any other forms of investment of HOME funds beyond

those described in 24 CFR 92.205(b) in the 2016 program year.

The County will ensure that matching contributions from non-federal sources are made to housing that qualifies as affordable housing under the HOME program in 2016-2017. Matching funds will be in amount not less than 25 percent of the funds required to be matched per 24 CFR 92.218. We anticipate that eligible match will come primarily from non-federal cash contributions such as the State Housing Trust Fund, the value of foregone local fees or taxes and the value of donated voluntary labor and professional services.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

RECAPTURE – Direct Homebuyer Assistance

The Clackamas Homebuyer Assistance Program (CHAP) provides funds to low-income first time homebuyers for downpayment and reasonable closing costs. The county imposes specific recapture provisions as provided in 24 CFR 92.254 (a)(5)(ii)(A)(3) to ensure affordability for the CHAP. Included is the provision that, if the sale of the property occurs during the five-year period of affordability and there are no net proceeds from the sale of the property, or the net proceeds are insufficient to repay the entire HOME investment due, the amount of the HOME funds recaptured will be based on the net proceeds available from the sale, if any. The full recapture provisions are included in the 2015-16 CHAP Policies and Guidelines.

RESALE – Indirect Homebuyer Assistance

Clackamas County imposes resale provisions as provided in 24 CFR 92.254 (a)(5)(i) only for homes purchased under the Community Land Trust (CLT) model of homeownership. The county does not anticipate providing 2015 funds to assist in the development of homeownership opportunities under CLT. The resale provisions have been corrected and no longer includes a “first right of refusal” provision, and includes a detailed description of the fair return homebuyers can expect if they sell their unit during the period of affordability. The full resale provisions are included in the 2015-16 Clackamas County HOME Program Guidelines: <http://www.clackamas.us/communitydevelopment/documents/homeprogram.pdf>

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired

with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Clackamas County intends to use the HOME affordable homeownership limits for the area provided by HUD. The County further ensures the long-term affordability of HOME-assisted homebuyer properties enforcing resale and recapture provisions and by monitoring to verify that the home remains owner-occupied during the period of affordability.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The County does not anticipate using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds in the 2016 program year.

Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

Clackamas County has had several meetings with ESG providers and members of the CoC to develop CoC and ESG policies and performance standards. ESG policies have been developed in consultation with both ESG and CoC providers starting in January 2014 and on an ongoing at least quarterly basis. HCD staff consulted with CoC Steering Committee members on March 31st to discuss using ESG funds for Rapid Rehousing in 2014.

HCD staff consulted with CoC Homeless Council members on March 23, 2016 to discuss using ESG funds for Rapid Rehousing in 2016. The ESG written standards for providing assistance have not been changes since 2015. CoC members and Coc Steering Committee is considering adding an equity performance measure in 2016.

HCD staff have attended CoC meetings for the last few years to discuss using ESG funds for HMIS ESG and CoC data collection efforts. CoC members have been aware and informed on the ESG program changes and funding. CoC members continue to be involved in developing performance

measurement standards and priorities for both CoC and ESG funding.

The ESG and CoC written standards are attached as Appendix B.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

A CoC working group of providers met in 2013 to implement coordinated assessment. The result was a tool designed and agreed on by all affected programs with the intention of obtaining the most relevant information to make an appropriate referral. The Coordinated Housing Access (CHA) was launched on January 1, 2015 using a telephone call-in system and the HMIS system. CoC agencies and providers are reviewing processes to improve and streamline the intake process. The planning process involved identifying resources in our region and how resources are accessed by homeless persons and families. The system will cover the entire geographic region using a "hub" system as much as possible, though large portions of the county are rural and sparsely populated. The system will be easily accessed, primarily through our Housing Rights and Resources line, a one-stop number for housing information. This number is made available through 2-1-1, the county's website, flyers and referring agencies.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

Currently ESG funds are allocated to four (4) nonprofit providers and the County as the HMIS administrator. The process for making sub-awards was to advertise the availability of ESG funding in 2014 as part of the 2015-2016 funding cycle. Four applications to provide Emergency Shelter services were received and reviewed. All four nonprofits were funded for homeless emergency shelter services. A Rapid Rehousing and Homeless prevention program will also be funded in FY2016. The contracts have been renewed annually at level funding. ESG and CoC providers are engaged in homeless services planning and ESG allocations. In FY2016 since ESG funding level was decreased by \$1,200, the HMIS project was decreased by \$1,200 to minimize the impact on the 4 shelters and the rapid re-housing project.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The CoC has a formerly homeless person on the CoC Steering Committee governing board.

5. Describe performance standards for evaluating ESG.

ESG providers are evaluated using the CoC national performance measurements standards. Agencies

that provide only emergency shelter services are evaluated by examining one measures of success:

What percentage of persons leaving shelter are going to permanent housing?

The ESG program has not yet set a minimum percentage for shelters to meet. After a year of collecting data the ESG program staff and the CoC Steering Committee will meet to review the results and set a minimum standard.

Discussion

Since the change to the Emergency Solutions Grant Program the Clackamas County ESG program has been in the process of refining the ESG and CoC policies. In 2016 the ESG program will continue funding Rapid Rehousing and or Homeless prevention activities that were funded for the first time in 2014.

ESG program staff are working closely with the Continuum of Care for homeless programs to coordinate efforts, implement a coordinated assessment process, establish CoC and ESG program policies and to establish performance measures.

Appendix A – Grant Application (Standard 424 Forms)

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

CLACKAMAS COUNTY 2016 CDBG

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

B-16-UC-41-0001

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

CLACKAMAS COUNTY, OREGON

* b. Employer/Taxpayer Identification Number (EIN/TIN):

93-6002286

* c. Organizational DUNS:

0969926560000

d. Address:

* Street1:

2051 KAEN ROAD #245

Street2:

* City:

OREGON CITY

County/Parish:

* State:

OR: Oregon

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

97045-4035

e. Organizational Unit:

Department Name:

HEALTH, HOUSING & HUMAN SERVIC

Division Name:

COMMUNITY DEVELOPMENT DIVISION

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

CHUCK

Middle Name:

* Last Name:

ROBBINS

Suffix:

Title:

DIRECTOR

Organizational Affiliation:

HOUSING AND COMMUNITY DEVELOPMENT DIVISION

* Telephone Number:

503-650-8591

Fax Number:

503-655-8563

* Email:

CHUCK@CO.CLACKAMAS.OR.US

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

CDBG - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

ANNUAL APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,019,843.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="2,019,843.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:
* Date Signed:

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- Preapplication
 Application
 Changed/Corrected Application

*** 2. Type of Application:**

- New
 Continuation
 Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

CLACKAMAS COUNTY 2016 HOME

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

M16-UC-41-0201

State Use Only:**6. Date Received by State:**

7. State Application Identifier:

8. APPLICANT INFORMATION:*** a. Legal Name:** CLACKAMAS COUNTY, OREGON*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

93-6002286

*** c. Organizational DUNS:**

0969926560000

d. Address:*** Street1:** 2051 KAEN ROAD #245

Street2:

*** City:**

OREGON CITY

County/Parish:

*** State:**

OR: Oregon

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:** 97045-4035**e. Organizational Unit:**

Department Name:

HEALTH, HOUSING & HUMAN SERVIC

Division Name:

COMMUNITY DEVELOPMENT DIVISION

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

CHUCK

Middle Name:

*** Last Name:**

ROBBINS

Suffix:

Title: DIRECTOR

Organizational Affiliation:

HOUSING AND COMMUNITY DEVELOPMENT DIVISION

*** Telephone Number:** 503-650-8591**Fax Number:** 503-655-8563*** Email:** CHUCK@CO.CLACKAMAS.OR.US

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-238

CFDA Title:

HOME - HOME INVESTMENT PARTNERSHIP PROGRAM

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

ANNUAL APPLICATION FOR HOME INVESTMENT PARTNERSHIP PROGRAM

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="746,028.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="746,028.00"/>

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If "Yes", provide explanation and attach

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** I AGREE

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Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

CLACKAMAS COUNTY 2016 HESG

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

E16-UC-41-0003

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

CLACKAMAS COUNTY, OREGON

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

93-6002286

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USA: UNITED STATES

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97045-4035

e. Organizational Unit:

Department Name:

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ROBBINS

Suffix:

Title:

DIRECTOR

Organizational Affiliation:

HOUSING AND COMMUNITY DEVELOPMENT DIVISION

*** Telephone Number:**

503-650-8591

Fax Number:

503-655-8563

*** Email:**

CHUCK@CO.CLACKAMAS.OR.US

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-239

CFDA Title:

EMERGENCY SOLUTIONS GRANT PROGRAM - HESG

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

ANNUAL APPLICATION FOR EMERGENCY SOLUTIONS GRANT PROGRAM - HESG

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="179,957.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="179,957.00"/>

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- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

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Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:
* Date Signed:

Appendix B – Certifications

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Richard Swift, Director
Department of Health, Housing and Human Services

Date

Specific CDBG Certifications

Clackamas County, the Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2016 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

Richard Swift, Director
Department of Health, Housing and Human Services

Date

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Richard Swift, Director
Department of Health, Housing and Human Services

Date

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

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

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

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

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

Matching Funds – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

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

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG

are consistent with the jurisdiction's consolidated plan.

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

Richard Swift, Director
Department of Health, Housing and Human Services

Date

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

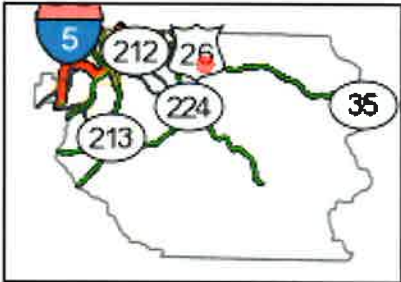
A. Lobbying Certification

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

Appendix C – Project Maps

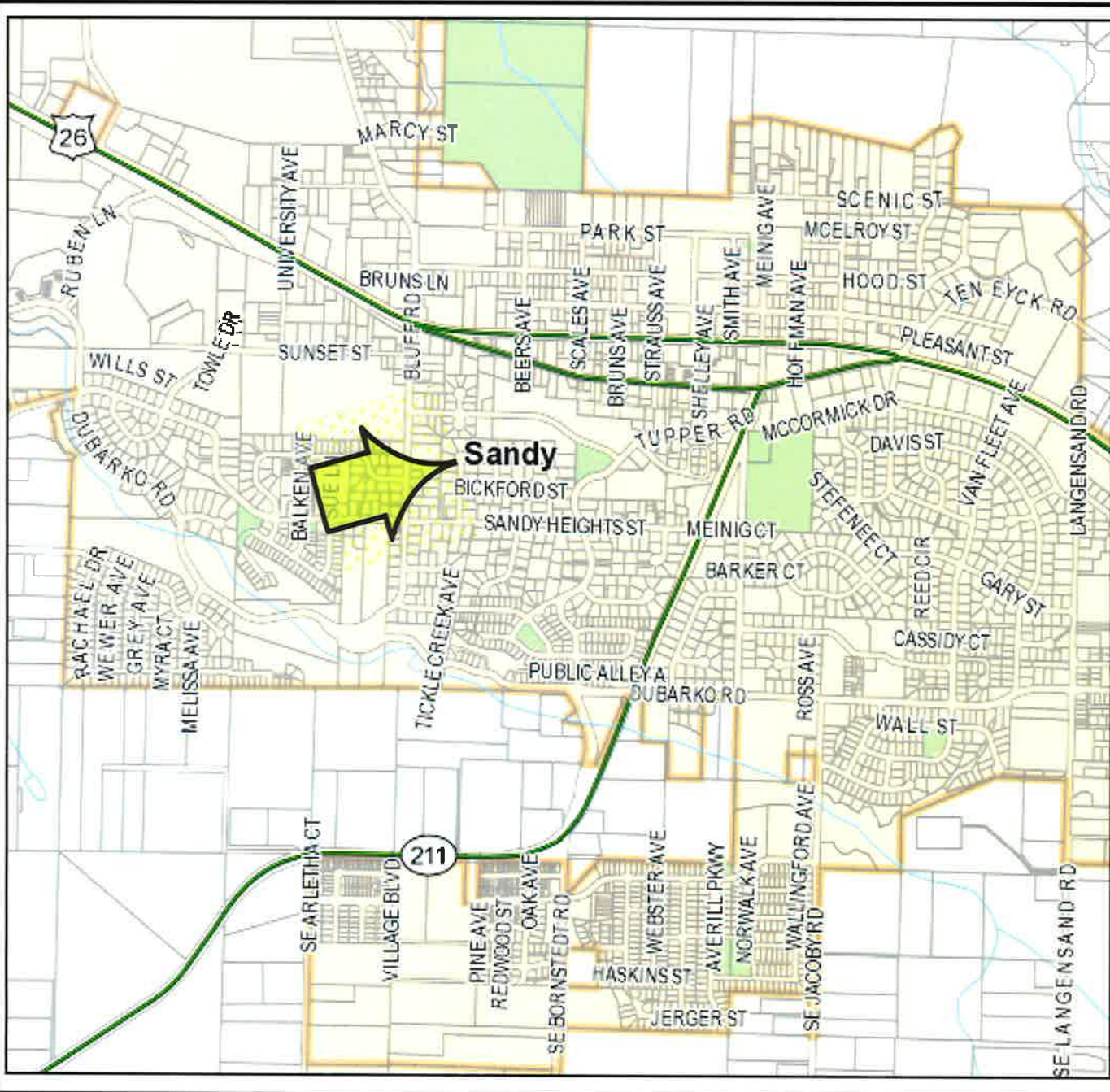
Clackamas County

INSTALLATION SUBSIDY FOR FIBER OPTIC



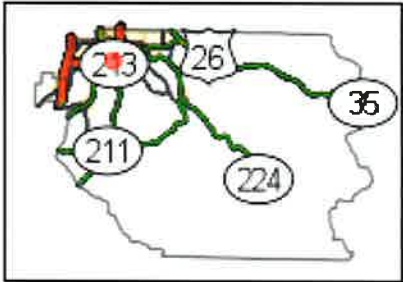
Geographic Information Systems
168 Warner Milne Road
Oregon City, OR 97045

This map and all other information have been compiled for preliminary and/or general purposes only. This information is not intended to be complete for purposes of determining land use restrictions, zoning, title, parcel size, or suitability of any property for a specific use. Users are cautioned to field verify all information before



Clackamas County

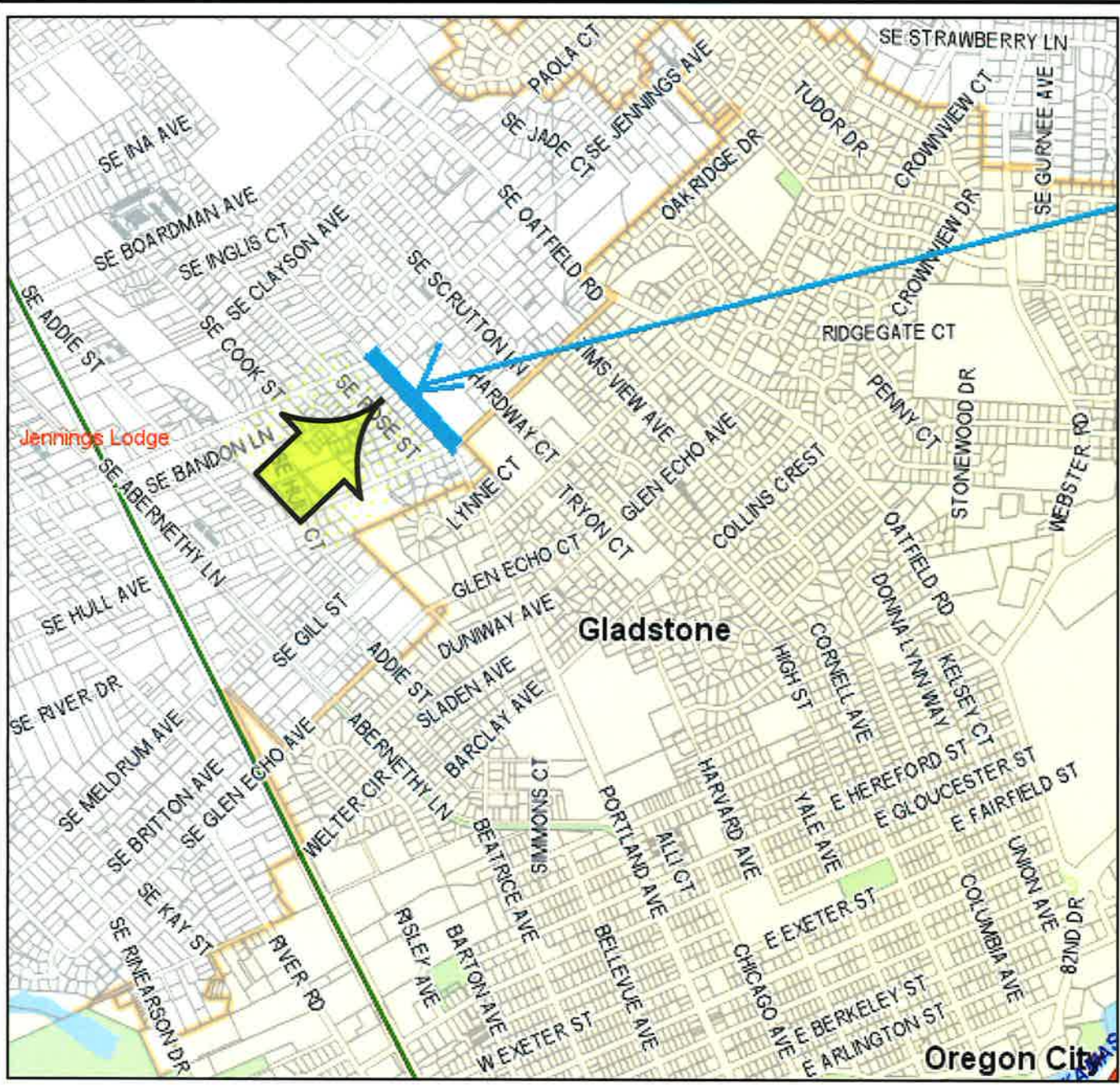
JENNINGS AVE PROJECT



**Geographic Information Systems
168 Warner Milne Road
Oregon City, OR 97045**

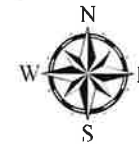
This map and all other information have been compiled for preliminary and/or general purposes only. This information is not intended to be complete for purposes of determining land use restrictions, zoning, title, parcel size, or suitability of any property for a specific use. Users are cautioned to field verify all information before

Thu, 10 Mar 2016 11:24:03



Clackamas County

ANNIE ROSS HOUSE

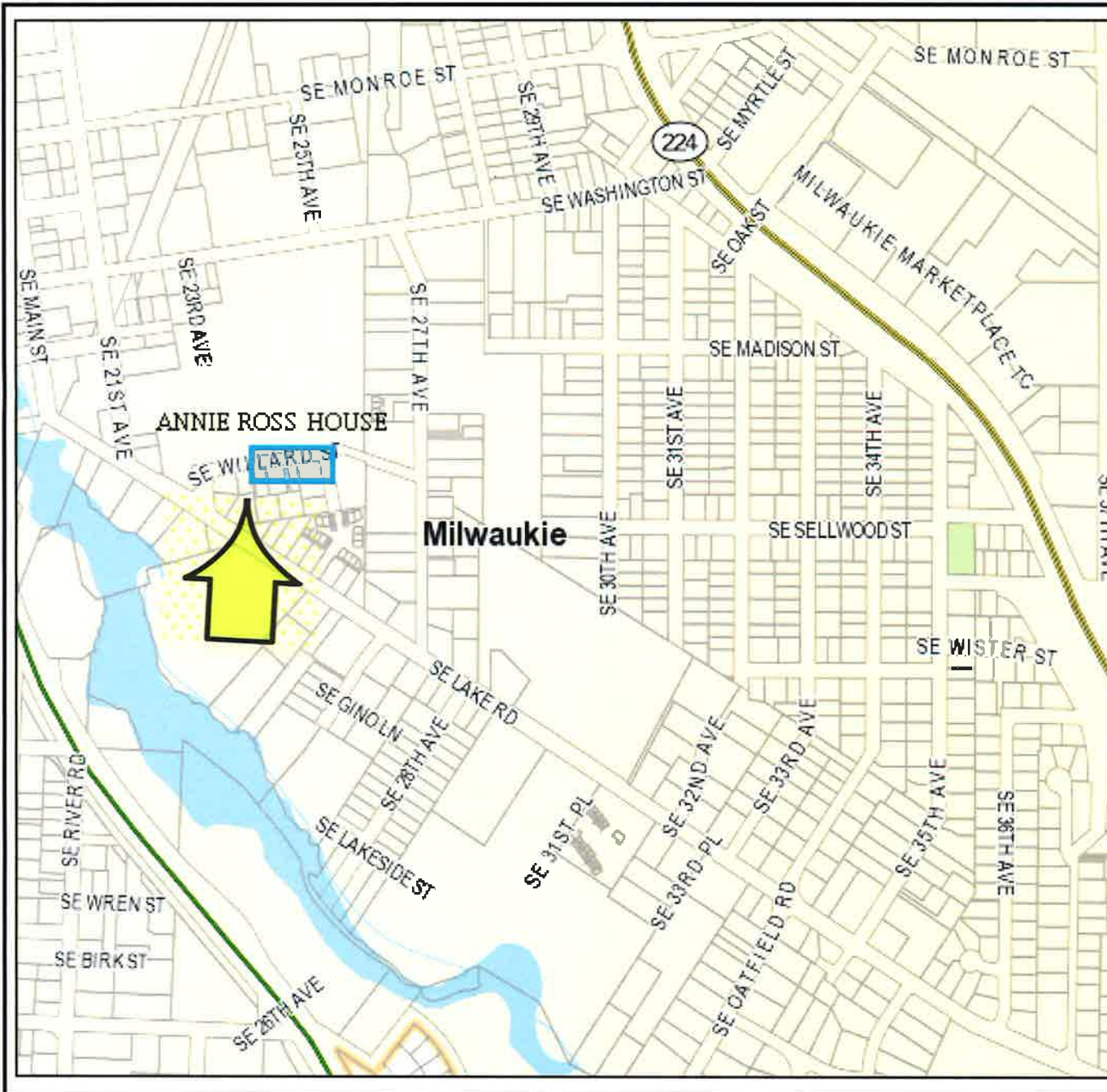


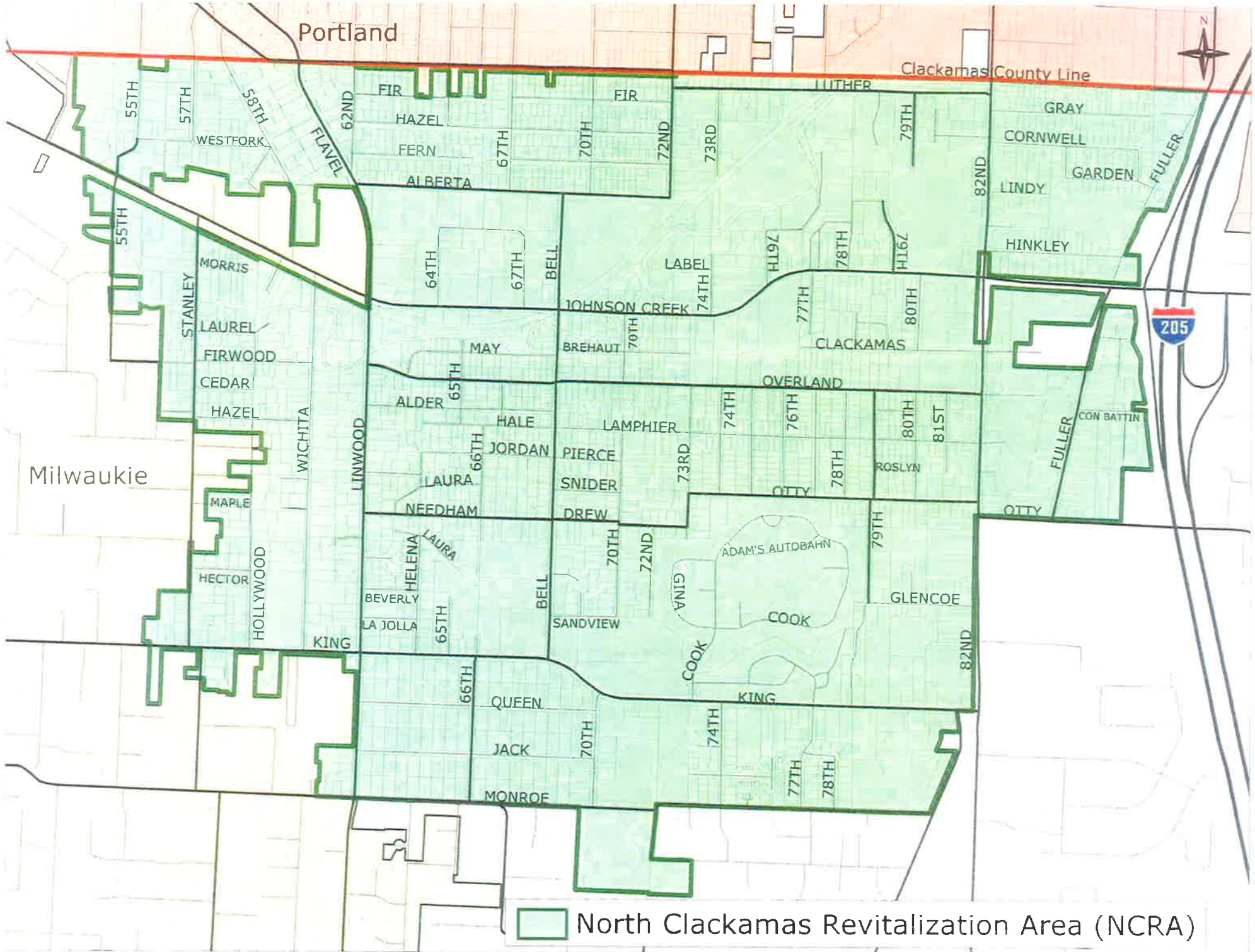
*Clackamas
County*

**Geographic Information Systems
168 Warner Milne Road
Oregon City, OR 97045**

This map and all other information have been compiled for preliminary and/or general purposes only. This information is not intended to be complete for purposes of determining land use restrictions, zoning, title, parcel size, or suitability of any property for a specific use. Users are cautioned to field verify all information before

Mon, 16 Mar 2015 11:49 





North Clackamas Revitalization Area (NCRA)

Appendix D – Public Comments

**Clackamas County Community Development
Public Meeting Summary**

**6:00p.m. Wednesday, February 24, 2016
2051 Kaen Road Room 288
Oregon City, Oregon**

In Attendance:

Angela Trimble, Northwest Housing Alternatives
Emily Reiman, NEDCO
Melissa Erlbaum, Clackamas Women's Services
Christopher Hulette, Northwest Housing Alternatives
Kevin Ko, Housing and Community Development Manager
Mark Sirois, Project Coordinator, Community Development Program

Mark Sirois, Community Development Division, opened the meeting at 6:00p.m. by thanking everyone for attending. Mark explained that the public meeting was a chance for community members to learn about the Community Development Program and the funding that HUD provides. The meeting also provides an opportunity to get information from citizens on the specific community needs and discuss potential future housing and community development projects in the County.

Mark continued by discussing the anticipated federal funding in the coming year. Mark explained that this 2016 Action Plan was the last year of a 5-year plan. The next 5-year plan will begin July 1, 2017. The Funding Recommendations distributed will be reviewed and approved by the Policy Advisory Board on March 16. The Board of County Commissioners will also review and approve the project list and 2016 Action Plan at a Public Hearing on April 14. The Housing and Community Development Division will conduct a county-wide housing and community development needs assessment and set priority goals before releasing applications for new projects in November 2016. The next funding cycle will be for 3-years' worth of projects. Applications will be through the Zoomgrants website again.

Mark opened the floor for people to introduce themselves and discuss the needs they see in the community and their particular project ideas. Mark also said that he had received 3 letters of testimony regarding the need for a homebuyer assistance program in Clackamas County.

Public Comments:

People present asked questions about any new projects on the Funding Recommendations list that have been funded in 2016. Mark explained that the Oregon City Slide project was a new emergency assistance project that had been funded to help dislocated families. The Haven House roof was another project that had been funded with carry-over funds. The Centerstone project had been reduced from \$150,000 to \$50,000 by amendment due

to the scope of work changing and the Tiny Houses project had been postponed a year and reduced slightly.

People present discussed Tiny House models in general, the Red Lodge transitional housing project and the Rondel Courts redevelopment project that will add 17 units to the affordable housing project.

Angela Trimble mentioned that a state funded program that provides rent assistance to persons with severe mental illness has had a very difficult time placing people in rental units. The program has many restrictions regarding how many clients can live in the same apartment complex. The NHA program has experienced tragic losses due to 2 clients being stuck by cars while crossing roadways.

Mark asked if there were any other questions or comments before explain the new online grant application. Mark distributed copies of a sample online application which will begin in mid-November 2016 and close about December 30, 2016. Mark also said that HCD staff are available anytime by phone and email to discuss potential project ideas and to help answer any questions about the CDBG application process.

Kevin clarified that the HOME funding application process is always open and that County staff are always willing to discuss potential multi-family housing projects.

Mark asked everyone to make sure they had signed in so that they could be on the Citizen Participation list. The public meeting concluded at 7:15p.m.

February 22, 2016

Mark Sirois
Clackamas County
Housing and Community Development Division
c/o marksir@clackamas.us

RE: Testimony on housing and community development needs for the County's Housing and Community Development Program, submitted for consideration during the preparation of the County's 2016 Action Plan

Dear Mr. Sirois,

As Clackamas County considers its housing needs I strongly urge you to include significantly increasing County funding for affordable homeownership opportunities in Clackamas County.

I am currently homeless and had to move back home with my parents at the age of 54. Here is a little back ground on me. I have owned homes in Clackamas county for over 20 years until my divorce in 2006, then I rented a small house from a friend for \$560 a month. My friends recently had to sell the house as they moved out of state. At this point I found that even the rent market is out of my price range, so I contacted Proud Ground hoping to purchase a home. I am interested in purchasing a home in Clackamas County, but housing prices and rent is simply out of control. As a **school bus driver and trainer** earning **\$1,400 to \$1,800 a month**, there is no way I can afford a home at today's market prices. I work hard and have been at my job for over 13 years. I want to be a homeowner to show pride and to secure my future financially.

I know that the County has CHAP loans, but with the County's median 2015 sales price of \$322,500, a \$14,000 loan isn't going to make homeownership possible for me or people like me.

I am on the wait list for Proud Ground's permanently affordable homeownership program, and I know that there are some homes like this in Clackamas County, but we need so many more. Proud Ground's median 2015 sales price of \$153,000 is affordable for people like me and I strongly urge you to prioritize funding for this program so all kinds of people, with a variety of jobs and incomes, can settle in Clackamas County and really call it home.

Thank you for your consideration,

Pam Braun
Moonshadowpam@yahoo.com
PO Box 95 Oregon City OR 97045

February 23, 2016

Mark Sirois
Clackamas County
Housing and Community Development Division
c/o marksir@clackamas.us

RE: Testimony on housing and community development needs for the County's Housing and Community Development Program, submitted for consideration during the preparation of the County's 2016 Action Plan

Dear Mr. Sirois,

As Clackamas County considers its housing needs I hope you are really considering increasing County funding for affordable homeownership opportunities.

I am a current Clackamas County homeowner. I was able to purchase my Milwaukie home affordably through the County's previous support of Clackamas Community Land Trust, which is now a part of Proud Ground's permanently affordable homeownership program. Without County and CCLT's support my husband and I never would have been able to purchase this home; in 2011 we paid just \$120,000 for this home, which was then valued at \$180,000—I can't even imagine what it would go for today.

In addition to being a Proud Ground homeowner, I am also a board member, and I know that Proud Ground has a wait list of families who are interested in purchasing a home in Clackamas County, but who, like me, are simply priced out of today's housing market. Like these families on our wait list, my husband and I have a stable income with steady jobs. We could qualify for a home loan but not one for our home's 2011 value of \$180,000—and we certainly couldn't qualify for a home at today's median home price in Clackamas County of \$322,000.

Without the assistance we received from Clackamas County and Proud Ground, there is no way we could have afforded to buy our home, and there are so many more people like us. We work hard (at a non-profit and as a cashier at PCC) and we pursued homeownership because we were tired of flaky landlords and frequent rent increases. And now that we own our home, I have a small savings account, home grown tomatoes every summer, and we were able to replace our sixteen year old car with a much newer one. I regret I cannot make it to the public meeting in Oregon City tomorrow.

Thank you for your consideration,

Joanie Lunsford
Milwaukie, OR

Dear Mr. Sirois,

As Clackamas County considers its housing needs I strongly urge you to include significantly increasing County funding for affordable homeownership opportunities in Clackamas County.

I am a current renter who is interested in purchasing a home in Clackamas County, but housing prices are simply out of control. As a self-employed engineer working in the field of recycling consultant earning \$40,000 there is no way I can afford a home at today's market prices. I work hard and have a steady job and I want to be a homeowner because I would like to create community and security in my neighborhood.

I know that the County has CHAP loans, but with the County's median 2015 sales price of \$322,500, a \$14,000 loan isn't going to make homeownership possible for me or people like me.

I am on the wait list for Proud Ground's permanently affordable homeownership program, and I know that there are some homes like this in Clackamas County, but we need so many more. Proud Ground's median 2015 sales price of \$153,000 is affordable for people like me and I strongly urge you to prioritize funding for this program so all kinds of people, with a variety of jobs and incomes, can settle in Clackamas County and really call it home.

Thank you for your consideration,

Best,

David Burdick
4917 SE Aldercrest Rd.
Portland, OR 97222

Tel 503 654 2070

February 24, 2016

Mark Sirois
Clackamas County
Housing and Community Development Division
c/o marksir@clackamas.us

RE: Testimony on housing and community development needs for the County's Housing and Community Development Program, submitted for consideration during the preparation of the County's 2016 Action Plan

Dear Mr. Sirois,

As Clackamas County considers its housing needs I strongly urge you to include significantly increasing County funding for affordable homeownership opportunities in Clackamas County.

I am a longtime Clackamas County homeowner, I am a Board Vice Chair and former Chair of the affordable homeownership organization Proud Ground, and I was a founding board member of Clackamas Community Land Trust. Proud Ground has a wait list of families who are interested in purchasing a home in Clackamas County, but who are simply priced out of today's housing market. These people include a locally based truck driver who earns \$48,000 a year; a cook earning \$43,000 annually; a nonprofit employee who's a single mom with a \$31,000 annual income ... and so many more. Proud Ground serves families with stable incomes and steady jobs, families who can qualify for a home loan but not one for the current median home price in Clackamas County of \$322,000.

These families desire and deserve a chance at homeownership for the same reasons we all do: stability, wealth-building, being a true part of a community. I know that the County has CHAP loans, but with the County's median 2015 sales price of \$322,500, a \$14,000 loan isn't going to make homeownership truly affordable for average working families, especially in today's economy.

Proud Ground's permanently affordable homeownership program has 20 households on its wait list who want to own a home in Clackamas County, and I know that there would be hundreds more if the County provided funding for homeownership that is truly affordable. Proud Ground's median 2015 sales price of \$153,000 is affordable for hardworking families who are priced out of today's market and I strongly urge you to prioritize funding for this program so all kinds of people, with a variety of jobs and incomes, can settle in Clackamas County and really call it home.

Thank you for your consideration,



Michael R. Silvey
17330 Canyon Court
Lake Oswego, Oregon
503.697.0739

PUBLIC HEARING MEETING SUMMARY

At the Public Services Building, Hearings Room - 4th Floor, Room 409
2051 Kaen Road, Oregon City, Oregon
Thursday, April 9, 2015

Commissioner John Ludlow opened the hearing at 10:30 a.m. Kevin Ko, Community Development Division Manager, introduced himself to the Board of County Commissioners and the audience. Kevin Ko explained the purpose of the meeting was to get public comments on the community development program and the 2016 Action Plan. Kevin stated that the 2016 Action Plan was in 30- day comment period ending on April 25. The plan would come back to the Board of County Commissioners for final approval on May 5.

Kevin stated that the 2016 Action Plan is the final year of the 5-year Consolidated Plan. The Action plan is an annual application for funding from the U.S. Housing and Urban Development (HUD). The amount of CDBG, HOME and ESG funds coming to the County is based on population, poverty and the agreements that the County has with each city in the County.

Kevin highlighted a few 2016 projects including the Optional Emergency Assistance project that would allow for the County to respond more quickly with federal funds should there be a natural disaster such as a flood or fire. Another project mentioned was the Town Center Courtyard affordable housing project funded with HOME and other private financing. The tiny houses project was also mentioned as a possible project to house homeless persons.

The public hearing was opened for public comment.

Melissa Erlbaum, Executive Director with Clackamas Women's Services (CWS) thanked the Board for listening to citizen views and community needs. Melissa also thanked the Community Development staff for being accessible and responsive to requests for information. Melissa thanked the County for their ongoing support of services for survivors of domestic violence and stressed the continued need for services. Domestic Violence is often a cause of homelessness for women and children. Many people are often faced with continued abuse or homelessness due to a lack of services and resources in the community.

David Nebel, a community member and board member of the CWS board stated that the demand in Oregon for these services is great. In Oregon last year there were over 12,000 calls for assistance to survivors of domestic violence. CWS got 2000 of these calls but could only serve 140 women and children with housing and services. Emergency Shelters, Transitional programs and services saves lives and saves the community money spent on police, hospitals and homeless services.

Michele Veenker, Executive Director of NAMI Clackamas County testified that she was thankful for a County Board that was paying attention to homelessness and mental health needs

in the community. Approximately 1581 persons that are currently homeless in Clackamas County may have a mental illness. Mental Illness untreated is one of the top 3 causes of homelessness. People trying to treat their mental illness are much more likely to recover if they have a stable housing and services to properly diagnose and treat their illness. Michele told a story of a young man who once had housing but lost it due to his illness. While homeless this young man was considering hurting himself so that he could get a hospital bed or committing a crime to get a jail bed. Michele encouraged the County to apply for additional funding from the Oregon State tobacco tax funds. Michele also mentioned that the State of Utah was using a “Housing First” model with great success.

Angela Trimble with Northwest Housing Alternatives (NHA) testified that her agency was very thankful for continued support of their housing and homeless services. The HomeBase program has now various sources of funding and is making a big impact on the lives of low-income persons in danger of being evicted and many homeless families are quickly being re-housed. Last year 195 Households were assisted by the HomeBase program. 75% of households included children and 69% of households were able to maintain or increase their income while in the program. NHA has been successful in getting a campus re-design approved by the city of Milwaukie. The CDBG funds that will support the re-development of the Annie Ross House in Milwaukie will allow for an old house to be demolished and a new facility with more privacy will serve more homeless families with emergency shelter needs.

BCC members thanked Angela and NHA for all her work with supported housing programs and homeless services in the County. BCC member also expressed the homeless housing and affordable housing issues as very complex to build and maintain.

Paul Edgar, Oregon City, concerned citizen, supports tiny houses for veterans and a transitional housing to allow vets with PTSD to decompress until they are ready to move to more permanent housing. We need to have an open workshop with creative ideas for homeless housing options. Paul mentioned two possible locations in Oregon City that could provide housing near services such as the community college training programs.

Jan Lindstrom, Milwaukie, a concerned citizen said that she also supports tiny houses as a possible solution for homelessness and mentioned that possibly Recreational Vehicles and campers could be donated by dealers to provide temporary housing and services for homeless persons. The heroin addiction issue is becoming more prevalent in rural areas across Oregon. Rent control is not allowed now by Oregon law but maybe it should be allowed. Jan suggested that out of state corporations that buy apartment and displace residents should have to pay a fee to help either build more affordable housing or provide rent assistance to help with moves. Jan also suggested that the County look at encouraging homeowners to build Accessible Dwelling Units (ADUs) to house their relatives or to increase the number of available rental units.

There being no additional testimony or comments that public hearing was closed at 11:25 a.m.

Appendix E – ESG Policy Manual

**Continuum of Care (CoC) and
Emergency Solutions Grant Program (ESG)
2015 Policy Manual**

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ESG Standards.....	7
Street Outreach.....	9
Shelter Services.....	10
Prevention and Rapid Rehousing.....	11-15

Attachments

- A. HUD Homeless Definitions – 4 pages
- B. HUD ESG Quick Reference – 2 pages
- C. HUD Habitability Checklist – 5 pages
- D. HUD CPD Notice 14-012 – 19 pages

Program Overview

The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) consolidated three separate homeless assistance programs administered by the U.S. Department of Housing and Urban Development (HUD) under the McKinney-Vento Homeless Assistance Act into a single grant program. The HEARTH Act revised the Emergency Shelter Grants program and renamed the program the **Emergency Solutions Grants (ESG)** program. The HEARTH Act also codified in law the **Continuum of Care (CoC)** planning process that is part of HUD's annual application for funding of programs and services that assist homeless persons.

24 CFR Part 576 Subpart B details the program components and eligible activities of the ESG program. The five components are:

1. Street Outreach
2. Emergency Shelter
3. Homeless Prevention
4. Rapid Re-housing
5. HMIS (Homeless Management Information System)

ESG provider sub-recipients are selected through a Request for Proposals process conducted by Clackamas County Housing and Community Development Division at least every three years.

The Clackamas County Continuum of Care (CoC) is a consortium of individuals and organizations with the common purpose of planning for a housing and services continuum for people who are homeless.

The mission of the Clackamas County CoC is to facilitate the development of a continuum of housing and services that provide sufficient opportunities to significantly mitigate homelessness in Clackamas County, via:

- Full utilization of mainstream resources
- Coordination of service delivery and housing systems
- Systemic agreements and institutional focusing on populations at high risk of homelessness
- Creative cultivation of new resources
- Public awareness to foster a collective sense of responsibility for addressing homelessness

CoC funded providers operate transitional housing, permanent supportive housing and rapid rehousing programs and follow the program rules listed in **CoC Interim Rule 24 CFR Part 578**.

ESG provider sub-recipient contracts also include many ESG program requirements. Each ESG and CoC provider may decide to set standards for their homeless services that

exceed these minimum standards, but will at the very least comply with the following Clackamas County Homeless Services General Standards:

General Standards:

1. COORDINATED ASSESSMENT:

Minimum standards for the coordinated access and assessment system are:

- Once the Continuum of Care has developed and adopted a coordinated assessment system in accordance with HUD's requirements (24 CFR Part 578) all ESG and CoC providers in Clackamas County shall participate in that assessment system.
- Victim services providers are encouraged to provide input in the planning and implementation of the coordinated assessment system, but may choose not to use the Continuum of Care's coordinated assessment system.

2. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS):

Minimum standards for CoC and ESG data are:

- Providers, except for victim service providers, shall utilize the Homeless Management Information System (HMIS), to enter data on people served and assistance provided under ESG and CoC.
- Victim service providers shall utilize a comparable data system that meets HUD's standards (24 CFR 576.107).
- All providers including victim services providers, shall adhere to the reporting and data quality standards in the current Clackamas County HMIS Policies and Procedures.

3. PERFORMANCE MEASUREMENT

All providers will submit Annual Performance Reports (APRs) to HUD. At least annually all providers will be measured using the following HUD CoC performance measures according to the type of project/service provided:

- a. Ending Chronic Homelessness – Have providers met commitments made to HUD or have any new chronic persons been housed? (permanent housing projects)
- b. Housing Stability – Have participants stayed in or moved to permanent housing? (transitional housing projects)
- c. Jobs and Income Growth – Have participants increased their income? (all projects)
- d. Mainstream Benefits – Have participants gotten access to services? (all projects)
- e. Rapid Re-Housing – Have families been appropriately housed as quickly as possible? (RRH projects)
- f. At least 30% of people exiting shelters go to transitional or permanent housing (shelter providers).

4. EDUCATION OF CHILDREN 24 CFR 578.23 (c) 7

Clackamas County CoC strongly values education, believing that increased educational attainment lowers risk of future homelessness. ESG and CoC programs shall inform parents and unaccompanied youth of their educational rights, take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education. Providers and homeless school liaisons coordinate schooling for each school-age child, reducing school migration and connecting students to services.

5. FAMILY UNITY

The CoC and ESG providers of emergency shelter, transitional housing, rapid rehousing and permanent housing serving families shall ensure that no members of a household with children under 18 are denied admission or separated when entering shelter or housing.

6. DEFINITION OF FAMILY

Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, the following:

- (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or,
- (2) A group of persons residing together, and such group includes, but is not limited to:
 - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - b. An elderly family;
 - c. A near-elderly family;
 - d. A disabled family;
 - e. A displaced family; and,
 - f. The remaining member of a tenant family.

In general, this definition of “family” applies to both the ESG and CoC Program rules. However, the [McKinney-Vento Act, as amended by the HEARTII Act](#), distinguishes individuals from families. Therefore, paragraph (1) of the definition of family under the Equal Access Rule is considered an individual under the CoC and ESG programs and the definition of family for these programs is defined as follows:

Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether or not a member of the household has a disability. A child

who is temporarily away from the home because of placement in foster care is considered a member of the family.

7. REASONABLE ACCOMMODATIONS

Clackamas County is committed to the equal treatment of all persons, and believes that no eligible individual with disabilities should, solely on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any CoC programs.

All providers will provide **Reasonable Accommodations** to applicants and participants of CoC and ESG Programs. A reasonable accommodation is an agency or program modification or change to its policies or procedures that will assist an eligible person with a disability to attain equal participation in programs.

Providers will assist clients in reviewing and understanding the agency or program Reasonable Accommodation Policy and completing any type of Request for Reasonable Accommodation documentation, as needed.

8. TERMINATION OF ASSISTANCE (24 CFR Part 578.91(a))

Minimum standards for termination of assistance are:

- **In general** – If a program violation occurs and the provider terminates assistance as a result, the termination shall follow an established process that recognizes the rights of the individuals affected. Termination shall only occur in the most severe cases.
- **Program participants receiving rental assistance or housing relocation or stabilization services** – When terminating rental assistance or housing relocation and stabilization services, the required formal process shall minimally consist of:
 - Written notice clearly stating the reasons for termination;
 - A review of the decision that gives the participant opportunity to present objections to the decision maker; and
 - A prompt written final notice.
- **Ability to provide further assistance** – Termination will not bar the provider from providing later additional assistance to the same family or individual.

9. GRIEVANCE PROCESS (24 CFR Part 578.91(b))

All providers shall have a Grievance Process that recognizes the rights of individuals to due process when assistance is terminated. Individuals receiving assistance are informed at entry of the grievance process for that particular provider. The process shall consist of an informal process and a formal process.

Providers will assist clients in reviewing and understanding the agency or program Grievance Process and completing any type of Grievance Process documentation. Under no circumstances shall engaging in a grievance process negatively impact the services provided to the person or household.

10. NONDISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE

OUTREACH: CoC and ESG providers must maintain copies of their marketing, outreach, and other materials used to inform eligible persons of the program to document compliance with the requirements in 24 CFR 578.93(c).

ESG providers minimum standards shall comply with the requirements for nondiscrimination, equal opportunity and affirmative outreach identified in 24 CFR 576.407 (a-b).

Service providers must ascertain the preferred language of participants and make every effort to provide services in the preferred language.

CoC Standards - 24 CFR 578.7(a)(9)

1. Eligibility. The CoC standard for evaluating individuals' and families' eligibility for assistance is to use an intake process that includes a coordinated assessment to determine and document participant eligibility. All CoC providers will follow CoC Program guidelines to establish the client's status as homeless and verify household income eligibility, if applicable. 24 CFR 578.103 and 24 CFR 576.500

2. Transitional Housing. The CoC standard for determining and prioritizing which eligible individuals and families will receive transitional housing: CoC providers shall use an intake process with the coordinated assessment to prioritize which persons will receive any available transitional housing on a first come first served basis. The determination will be documented in the client file.

3. Rapid Re-housing (RRH). The CoC standard for determining and prioritizing which eligible individuals and families will receive rapid re-housing assistance: CoC providers shall use an intake process with the coordinated assessment to prioritize which persons will receive any available Rapid re- housing units on a first come first served basis. The determination will be documented in the client file.

4. Participant share of RRH assistance. The CoC standard for determining what percentage or amount of rent each program participant must pay while receiving rapid re-housing assistance: CoC providers shall consider the income information for the last 30 days collected at intake and during the coordinated assessment to determine

the percentage or amount each program participant must pay while receiving assistance. The determination will be documented in the client file. Participants will pay no more than 30% of their household income for rent per 24 CFR 578.77 (c).

5. Permanent Supportive Housing. The CoC standard for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance: CoC providers shall use an intake process with the coordinated assessment to determine and prioritize which persons are best served by placement in any available Permanent Supportive Housing unit. Chronically homeless persons are prioritized for PSH beds in accordance with HUD guidance in CPD Notice 14-012 (Attachment D). The determination will be documented in the client file.

ESG Standards - 24 CFR 576.400 (e):

1. Evaluating Eligibility. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG:

Per 24 CFR 576.401: ESG (sub-recipients) providers must conduct an initial evaluation to determine each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. All ESG providers will follow federal documentation guidelines to establish the client's status as homeless or at-risk of homeless and their income eligibility. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d).

2. Coordination Among Providers. Policies and procedures for coordination among all Clackamas County emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers:

The ESG providers must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other ending homelessness programs in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness. The list of programs are included in 24 CFR Part 567.400(b)

ESG provider managers and case managers shall participate in Clackamas County Continuum of Care meetings to coordinate services and to discuss ESG policies and procedures. ESG providers receive feedback from other homeless services providers on all services available for low-income and homeless persons including; accessing mainstream services; housing, legal and health care services.

3. Determining and Prioritizing. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance:

ESG-funded providers will be responsible for ensuring that potential participants are served, with provisions for serving eligible households who meet prioritization criteria established through the Continuum of Care using coordinated assessment protocols.

Coordinated assessment tools thoroughly explore a family's or individual's situation and pinpoints their unique housing and service needs. Based upon the coordinated assessment, families and individuals should be referred to the type, level and duration of housing and services most appropriate to their situations and need.

Under homelessness prevention, ESG assistance is available to individuals and families below 30% of Area Median Income (AMI), and are homeless or at risk of becoming homeless.

ESG funds can be used to prevent an individual or family from becoming homeless and regain stability in current housing or other permanent housing. Rapid re-housing funds can be used to assist individuals and families who are literally homeless progress toward permanent housing and achieve housing stability.

- a. Homeless Prevention Households will be re-certified for continued eligibility every 3 months.
- b. Rapid Re-Housing Households will be re-certified annually.

4. Income Determination and Requirements

a) Income Eligibility

There are no income eligibility requirements for receiving street outreach, emergency shelter or transitional housing services and assistance. To qualify for rapid re-housing, an applicant must be at imminent risk of homeless which has no income requirements. However, in order to continue to receive rapid re-housing assistance, clients must have an annual income that does not exceed 30% of AMI at time of re-evaluation. To qualify for homeless

prevention assistance, applicants must have an annual income below 30% AMI at time of intake.

b) Calculating Gross Annual Income

Annual Income is the gross amount of income anticipated to be received by a household during the coming year based on the household's circumstances at the time of program intake and assessment. Annual Income determination is consistent with the Housing Choice Voucher definition of annual Income found at 24 CFR 5.609.

When determining the annual income of a household to establish eligibility for ESG assistance, Providers must count the income of all adults in the household, including nonrelated individuals, within the limitations imposed by 24 CFR 5.609. Not everyone living in the unit is considered a member of the household for the purposes of determining a household's income. Excluded persons include: foster children, foster adults, live-in aides, children of live-in aides and an unborn child. A child subject to a shared-custody agreement should be counted as a household member if the child resides with the household at least 50 percent of the time.

Income generated by an asset, such as the interest on a savings or checking account is considered household income even if the household elects not to receive it. For example, though an applicant may elect to reinvest the interest or dividends from an asset, the interest or dividends are still counted as income anticipated to be received during the coming 12 months. Asset income is discussed in 24 CFR 5.609. Income producing assets include: bank accounts; life insurance policies; lump sum additions (legal settlement, refund, etc.); personal property held as investments; retirement/pension funds; trusts; assets disposed of for less than fair market value; and stocks, bonds or mutual funds.

5. STREET OUTREACH STANDARDS

MINIMUM STANDARDS:

Targeting/Engagement:

Providers of Street Outreach services shall focus on unsheltered homeless individuals and families, meaning those with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station airport or camping ground.

Assessment/Service Provision/Referral/Prioritization:

- Individuals and families shall be offered an initial need and eligibility assessment and qualifying program participants, including those meeting special population criteria, will be offered the following Street Outreach services, as needed and appropriate: engagement, case management, emergency health and mental health, transportation services.
- When appropriate based on the individual's needs and wishes, the provision of or referral to rapid rehousing services that can quickly assist individuals to obtain safe, permanent housing shall be prioritized over the provision of or referral to emergency shelter or transitional housing services.

References: 24 CFR 576.101 and 576.400 e (3) (ii)

6. EMERGENCY SHELTER STANDARDS

MINIMUM STANDARDS:

Admission:

Providers of Emergency Shelter services shall admit individuals and families who meet the HUD definition of "homeless," as specified in 24 CFR 576.2 (1, 2, 3 & 4) and agencies' eligibility criteria.

Assessment:

Individuals and families shall be offered an initial need and eligibility assessment and qualifying program participants, including those meeting special population criteria, will be offered Emergency Shelter services, as needed and appropriate.

Prioritization/Diversion/Referral:

When appropriate based on the individual's needs and wishes, the provision of or referral to Homeless Prevention or Rapid Rehousing services that can quickly assist individuals to maintain or obtain safe, permanent housing shall be prioritized over the provision of Emergency Shelter or Transitional Housing services.

Reassessment:

Program participants will be reassessed as case management progresses, based on the participant needs and goals as well as the individual service provider's policies.

Discharge/Length of Stay:

Program participants shall be discharged from Emergency Shelter services when they choose to leave or when they have successfully obtained safe, permanent housing. Any Length of Stay limitations shall be determined by the individual service provider's policies and clearly communicated to program participants.

Safety and Shelter Safeguards for Special Populations:

Safety and Shelter Safeguards shall be determined by the individual Special Population service provider's policies and clearly communicated to program participants.

Reference: 24 CFR 576.102 and 576.400 (e) (iii) and (iv)

7. HOMELESSNESS PREVENTION AND RAPID RE-HOUSING STANDARDS (24 CFR 576.103 and 104)

ELIGIBILITY/PRIORITIZATION:

Minimum standards for determining and prioritizing which eligible families and individuals shall receive homelessness prevention assistance and which eligible families and individuals shall receive rapid rehousing assistance:

Rapid Re-housing (RR) – To be eligible for RR Housing Relocation and Stabilization Services and Short-term and Medium-term Rental Assistance, people must:

- Meet the federal criteria under paragraph (1) of the “homeless” definition in 24 CFR 576.2 OR
- Meet the criteria under paragraph (4) of the “homeless” definition in 24 CFR 576.2 and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. (See Attachment A).

Homelessness Prevention (HP) – To be eligible for HP Housing Relocation and Stabilization Services and Short-term and Medium-term Rental Assistance, program participants must:

- require HP services to prevent moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in 24 CFR 576.2 (See Attachment A).
- have an annual income below 30% of the median income for the area and:
- meet the federal criteria under the “at risk of homelessness” definition in 24 CFR 576.2 OR
- meet the criteria in paragraph (2), (3) or (4) of the “homeless” definition in 24 CFR 576.2 (See Attachment A).

PARTICIPANT CONTRIBUTION TO RENT:

Minimum standards for determining what percentage or amount of rent and utilities costs each program participant shall pay while receiving homelessness prevention or rapid rehousing assistance:

- Participants shall pay at least 10% but no more than 50% of their adjusted gross income to rent and utilities based on the household income level established upon intake or when re-evaluated. Any additional requirements regarding the

percentage or amount of rent and utilities costs each program participant shall pay shall be determined by the individual service provider's policies and clearly communicated to program participants.

- Participant's income shall be verified prior to approval for initial and additional financial assistance. Documentation of the participant's income and expenses, including how the participant is contributing to housing costs, if at all, shall be maintained in participant's file. This file shall also contain a plan to sustain housing following the assistance, including either a plan to increase income or decrease expenses or both. 24 CFR 576.400 (e) (vii)

RENTAL ASSISTANCE DURATION AND ADJUSTMENT (24 CFR 576.105):

Minimum standards for determining how long a particular program participant shall be provided with rental assistance and whether and how the amount of that assistance shall be adjusted over time:

- Participants receive approval for the minimum amount of financial assistance necessary to prevent the current episode homelessness. If short-term (1-3 months) or medium-term (4-12 months) is determined to be needed, documentation of financial need shall be kept in the participant's file for each month of financial assistance received. Participants shall not be approved for more rental assistance than can be justified given their income and expenses at a given time.
- Any additional requirements regarding how long a program participant shall be provided with rental assistance and whether and how the amount of that assistance shall be adjusted over time shall be determined by the individual service provider's policies and clearly communicated to program participants.

SERVICE TYPE, AMOUNT & DURATION:

Per 24 CFR 576.400 e (viii) the minimum standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant:

Financial Assistance:

No Use with other subsidies – Payment for Financial Assistance costs shall not be provided to a participant who is receiving the same type of financial assistance through other public sources or to a participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

Rental application fees – Payment shall only be made for fees charged by the owner to all applicants.

Security deposits – Payment shall not exceed two (2) month's rent.

Last month's rent – Payment shall not exceed one (1) month's rent and shall be included in calculating the participant's total rental assistance.

Utility deposits – Payment shall only be made for gas, electric, water and sewage deposits.

Utility payments:

- Payment shall not exceed 24 months per participant, including no more than 6 months of utility payments in arrears, per service.
- A partial payment counts as 1 month.
- Payment shall only be made if the utility account is in the name of the participant or a member of the same household.
- Payment shall only be made for gas, electric, water and sewage costs.
- Participants shall not receive more than 24 months of utility assistance within any 3-year period.

Moving costs – Payment shall only be made for temporary storage fees accrued after the date the participant begins receiving housing relocation and stabilization services and prior to the date the participant moves into permanent housing. Payment shall not be made for storage fees in arrears.

Housing Relocation and Stabilization Services (24 CFR 576.105 and 576.400 e (ix)):

Housing search and placement services – Payment shall only be made for assisting participants to locate, obtain and retain suitable permanent housing through provision of the following services:

- Assessment of housing barriers, needs and preferences
- Development of an action plan for locating housing
- Housing search
- Outreach to and negotiation with owners
- Assistance with submitting rental applications and understanding leases
- Assessment of housing for compliance with ESG requirements for habitability, lead-based paint and rent reasonableness
- Assistance with obtaining utilities and making moving arrangements
- Tenant counseling

Payment for housing search and placement services shall not exceed 24 months during any 3-year period.

Housing stability case management – Payment shall only be made for assessing, arranging, coordinating and monitoring the delivery of individualized services to facilitate housing stability for a participant who resides in permanent housing or to assist a participant in overcoming immediate barriers to obtaining housing through provision of the following services:

- Using the centralized or coordinated assessment system
- Conducting the initial evaluation, including verifying and documenting participant eligibility
- Counseling

- Developing, securing and coordinating services and obtaining Federal, State and local benefits
- Monitoring and evaluating participant progress
- Providing information and referral to other providers
- Developing an individualized housing and service plan
- Conducting re-evaluations

Payment for housing stability case management services provided while the participant is seeking permanent housing shall not exceed 30 days.

Payment for housing stability case management services provided while the participant is living in permanent housing shall not exceed 24 months.

Mediation – Payment shall only be made for the cost of mediation between the participant and the owner or person with whom the participant is living, if it is necessary to prevent the participant from losing the permanent housing where he/she resides. Payment for mediation services shall not exceed 24 months during any 3-year period.

Legal services – Payment shall only be made for the cost of legal services, if they are necessary to resolve a legal problem that prohibits the participant from obtaining permanent housing or will likely result in the participant losing the permanent housing where he/she resides. Payment for legal services shall not exceed 24 months during any 3-year period.

Credit repair – Payment shall only be made for the cost of assisting the participant in obtaining skills related to household budgeting, managing money, accessing a free personal credit report and resolving personal credit problems. Payment will not be made for a debt or modification of a debt. Payment for credit repair services shall not exceed 24 months during any 3-year period.

- **Rental Assistance (24 CFR 576.106):** Payment shall not exceed 24 months total during a 3-year period in tenant-based or project-based housing.
- Payment for short-term rental assistance shall not exceed 3 months.
- Payment for medium-term rental assistance shall be for more than 3 months, but shall not exceed 24 months.
- Payment for rent arrears shall not exceed 6 months and shall be a one-time payment, including any late fees.
- Except for a one-time payment of rental arrears on the participant's portion, payment shall not be provided to a participant who is receiving tenant-based rental assistance or living in a unit receiving project-based assistance or to a

participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

- Payment shall not exceed the Fair Market Rent established by HUD per 24 CFR 888 and shall comply with HUD's standard of rent reasonableness detailed in 24 CFR 982.507.
- Calculation of the rental payment amount shall only include monthly rent for the unit, any occupancy fees under the lease (except for pet and late fees) and if the participant pays separately for utilities, the monthly utility allowance established by the public housing authority for the area in which the housing is located.
- Payment for shall only be made when there is a rental assistance agreement between the agency and the owner, which sets forth the terms under which rental assistance will be provided, including the prior requirements; a requirement that the owner provide the subrecipient with a copy of any notice to vacate given to the participant or any complaint used to commence an eviction action; and the same payment due date, grace period and late payment penalty requirement as the participant's lease.
- Payment of any late payment penalties incurred by the agency shall not be claimed for reimbursement by ESG.
- Payment shall only be made when there is a legally binding, written lease for the rental unit between the participant and the owner, except for payment of rental arrears.
- The rental unit must meet minimum habitability standards per 24 CFR 576.403. See Attachment C.

Tenant-Based Rental Assistance

The rental assistance agreement with the unit owner shall be terminated without further payment if:

- The participant moves out of the unit
- The lease terminates and is not renewed
- The participant becomes ineligible to receive ESG rental assistance

Project-Based Rental Assistance

Payment shall only be made under the following conditions:

- The lease has an initial term of one year
- The rental assistance agreement covers one or more permanent housing units in the same building
- Each unit covered by the agreement is only occupied by participants

- Payment of no more than 100% of the first month's rent will be made for that month, if the participant signs a lease and moves into the unit before the end of that first month of occupancy.

Any additional requirements regarding the type, amount, and duration of housing stabilization and/or relocation services that will be provided to a program participant, including any limitations shall be determined by the individual service provider's policies and clearly communicated to program participants.

RE-EVALUATIONS:

Minimum standards for completing eligibility re-evaluations of individuals and families:

Timing:

- Homelessness Prevention – participants shall be re-evaluated not less than once every three months
- Rapid Rehousing – participants shall be re-evaluated not less than once annually

Eligibility:

- To remain eligible, the participant shall have an annual income that is 30 percent of median family income for the area or less, as determined by HUD; **and**
- the participant shall lack sufficient resources and support networks necessary to retain housing without ESG assistance.

End of ESG Standards



Homeless Definition

CRITERIA FOR DEFINING HOMELESS	Category 1	Literally Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>or</u> (iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
	Category 2	Imminent Risk of Homelessness	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; <u>and</u> (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing
	Category 3	Homeless under other Federal statutes	<p>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <ul style="list-style-type: none"> (i) Are defined as homeless under the other listed federal statutes; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; <u>and</u> (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers
	Category 4	Fleeing/ Attempting to Flee DV	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; <u>and</u> (iii) Lacks the resources or support networks to obtain other permanent housing



Homeless Definition

RECORDKEEPING REQUIREMENTS	Category 1	Literally Homeless	<ul style="list-style-type: none"> • Written observation by the outreach worker; <u>or</u> • Written referral by another housing or service provider; <u>or</u> • Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter; • For individuals exiting an institution—one of the forms of evidence above <u>and</u>: <ul style="list-style-type: none"> ○ discharge paperwork <u>or</u> written/oral referral, <u>or</u> ○ written record of intake worker’s due diligence to obtain above evidence <u>and</u> certification by individual that they exited institution
	Category 2	Imminent Risk of Homelessness	<ul style="list-style-type: none"> • A court order resulting from an eviction action notifying the individual or family that they must leave; <u>or</u> • For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay; <u>or</u> • A documented and verified oral statement; <u>and</u> • Certification that no subsequent residence has been identified; <u>and</u> • Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing
	Category 3	Homeless under other Federal statutes	<ul style="list-style-type: none"> • Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; <u>and</u> • Certification of no PH in last 60 days; <u>and</u> • Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; <u>and</u> • Documentation of special needs <u>or</u> 2 or more barriers
	Category 4	Fleeing/ Attempting to Flee DV	<ul style="list-style-type: none"> • <i>For victim service providers:</i> <ul style="list-style-type: none"> ○ An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker. • <i>For non-victim service providers:</i> <ul style="list-style-type: none"> ○ Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; <u>and</u> ○ Certification by the individual or head of household that no subsequent residence has been identified; <u>and</u> ○ Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.





Homeless Definition

ELIGIBILITY BY COMPONENT (Emergency Solutions Grants Program)	Street Outreach	Individuals defined as Homeless under the following categories are eligible for assistance in SO: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1) SO projects have the following additional limitations on eligibility within Category 1: <ul style="list-style-type: none"> • Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter
	Emergency Shelter	Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 2 – Imminent Risk of Homeless • Category 3 – Homeless Under Other Federal Statutes • Category 4 – Fleeing/Attempting to Flee DV
	Rapid Re-housing	Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)
	Homelessness Prevention	Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects: <ul style="list-style-type: none"> • Category 2 – Imminent Risk of Homeless • Category 3 – Homeless Under Other Federal Statutes • Category 4 – Fleeing/Attempting to Flee DV Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects. HP projects have the following additional limitations on eligibility with homeless and at risk of homeless: <ul style="list-style-type: none"> • Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI



Homeless Definition

ELIGIBILITY BY COMPONENT (Projects Funded in FY 2011 CoC Competition – SHP and S+C Programs)	Supportive Services Only	Individuals and Families defined as Homeless under the following categories are eligible for assistance in SSO projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 2 – Imminent Risk of Homeless • Category 3* – Homeless Under Other Federal Statutes • Category 4 – Fleeing/Attempting to Flee DV
	Safe Havens	Individuals defined as Homeless under the following categories are eligible for assistance in SH projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless SH projects have the following additional NOFA limitations on eligibility within Category 1: <ul style="list-style-type: none"> • Must serve individuals only • Individual must have a severe mental illness • Individual must be living on the streets and unwilling or unable to participate in supportive services
	Transitional Housing	Individuals and Families defined as Homeless under the following categories are eligible for assistance in TH projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 2 – Imminent Risk of Homeless • Category 3* – Homeless Under Other Federal Statutes • Category 4 – Fleeing/Attempting to Flee DV
	Permanent Supportive Housing	Individuals and families defined as Homeless under the following categories are eligible for assistance in PSH projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 4 – Fleeing/Attempting to Flee DV PSH projects have the following additional NOFA limitations on eligibility within Category 1: <ul style="list-style-type: none"> • Individuals and Families coming from TH must have originally come from the streets or emergency shelter • Individuals and Families must also have an individual family member with a disability Projects that are dedicated chronically homeless projects, including those that were originally funded as Samaritan Bonus Initiative Projects must continue to serve chronically homeless persons <u>exclusively</u>

* Projects must be located within a CoC that has received HUD approval to serve this category. For more information about receiving HUD approval, please read: [Notice on Limitation on Use of Funds to Serve Persons Defined as Homeless Under Other Federal Laws](#)

ATTACHMENT B



Emergency Solutions Grants (ESG) Program Components Quick Reference

ESG funds can be used to provide a wide range of services and supports under the five program components: Street Outreach, Emergency Shelter, Rapid Re-Housing, Homelessness Prevention, and HMIS. Each component is described in the tables below, accompanied by a list of corresponding ESG activities. Activities, as opposed to components, include the component plus the activity type. While administration is not a component, it is considered an activity type*. **Always refer to the program regulations at 24 CFR part 576 for complete information about all eligible costs and program requirements.**

Street Outreach Component. These activities are designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, and/or critical health services. § 576.101	
Activity types:	
<ul style="list-style-type: none"> • Engagement • Case Management • Emergency Health Services 	<ul style="list-style-type: none"> • Emergency Mental Health Services • Transportation • Services for Special Populations

Emergency Shelter Component. These activities are designed to increase the quantity and quality of temporary shelters provided to homeless people, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating costs of shelters, and providing essential services. § 576.102			
Essential Services	Renovation (also includes Major Rehab and Conversion)	Shelter Operations	Assistance Required Under the Uniform Relocation and Real Property Acquisition Act of 1970 (URA)
Activity types: <ul style="list-style-type: none"> • Case management • Child Care • Education Services • Employment Assistance and Job Training • Outpatient Health Services • Legal Services • Life Skills Training • Mental Health Services • Substance Abuse Treatment Services • Transportation • Services for Special Populations 	Eligible costs: <ul style="list-style-type: none"> ○ Labor ○ Materials ○ Tools ○ Other costs for renovation (including rehab or conversion) 	Eligible costs: <ul style="list-style-type: none"> ○ Maintenance ○ Rent ○ Security ○ Fuel ○ Equipment ○ Insurance ○ Utilities ○ Food ○ Furnishings ○ Supplies necessary for shelter operation ○ Hotel/Motel Vouchers 	Eligible costs: <ul style="list-style-type: none"> ○ Relocation payments ○ Other assistance to displaced persons

ATTACHMENT B

<p>Rapid Re-Housing Component. These activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and short- and/or medium-term rental assistance. § 576.104</p>		
Rental Assistance**	Housing Relocation and Stabilization Services	
<p><u>Activity types:</u></p> <ul style="list-style-type: none"> • Short-term rental assistance • Medium-term rental assistance • Rental arrears <p>**Rental assistance can be project-based or tenant-based.</p>	Financial Assistance	Services Costs
	<p><u>Activity types:</u></p> <ul style="list-style-type: none"> • Rental Application Fees • Security Deposits • Last Month's Rent • Utility Deposits • Utility Payments • Moving Costs 	<p><u>Activity types:</u></p> <ul style="list-style-type: none"> • Housing Search and Placement • Housing Stability Case Management • Mediation • Legal Services • Credit Repair

<p>Homelessness Prevention Component. These activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human through housing relocation and stabilization services and short- and/or medium-term rental assistance. § 576.103</p>		
Rental Assistance**	Housing Relocation and Stabilization Services	
<p><u>Activity types:</u></p> <ul style="list-style-type: none"> • Short-term rental assistance • Medium-term rental assistance • Rental arrears <p>**Rental assistance can be project-based or tenant-based.</p>	Financial Assistance	Services Costs
	<p><u>Activity types:</u></p> <ul style="list-style-type: none"> • Rental Application Fees • Security Deposits • Last Month's Rent • Utility Deposits • Utility Payments • Moving Costs 	<p><u>Activity types:</u></p> <ul style="list-style-type: none"> • Housing Search and Placement • Housing Stability Case Management • Mediation • Legal Services • Credit Repair

<p>HMIS Component. These activities are designed to fund ESG recipients' and subrecipients' participation in the Continuum of Care HMIS collection and analyses of data on individuals and families who are homeless and at-risk of homelessness. § 576.107</p>
<p><u>Eligible costs:</u></p> <ul style="list-style-type: none"> ○ Contributing data to the HMIS designated by the CoC for the area; ○ HMIS Lead (as designated by the CoC) costs for managing the HMIS system; ○ Victim services or legal services provider costs to establish and operate a comparable database.

***ADMINISTRATIVE ACTIVITIES.** § 576.108 Eligible administrative costs are broadly categorized as follows:

- General management, oversight, and coordination
- Training on ESG requirements
- Consolidated Plan
- Environmental review

ATTACHMENT C

ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing: Checklists

About this Tool

The Emergency Solutions Grants (ESG) Program Interim Rule establishes different habitability standards for emergency shelters and for permanent housing (the Rapid Re-housing and Homelessness Prevention components).

- **Emergency Shelter Standards.**
 - Emergency shelters that receive ESG funds for renovation or shelter operations must meet the minimum standards for safety, sanitation, and privacy provided in §576.403(b).
 - In addition, emergency shelters that receive ESG funds for renovation (conversion, major rehabilitation, or other renovation) also must meet state or local government safety and sanitation standards, as applicable.
- **Permanent Housing Standards.** The recipient or subrecipient cannot use ESG funds to help a program participant remain in or move into housing that does not meet the minimum habitability standards under §576.403(c). This restriction applies to all activities under the Homelessness Prevention and Rapid Re-housing components.

Recipients and subrecipients must document compliance with the applicable standards. Note that these checklists do not cover the requirements to comply with the Lead-Based Paint requirements at §576.403(a). For more discussion about how and when the standards apply, see *ESG Minimum Standards for Emergency Shelters and Permanent Housing*, located at <http://OneCPD.info/esg>.

The checklists below offer an optional format for documenting compliance with the appropriate standards. These are intended to:

1. Provide a clear summary of the requirements and an adaptable tool so recipients and subrecipients can formally assess their compliance with HUD requirements, identify and carry out corrective actions, and better prepare for monitoring visits by HUD staff.
2. Provide a tool for a recipient to monitor that its subrecipient is in compliance with HUD requirements. Where non-compliance is identified, the ESG recipient can use this information to require or assist the subrecipient to make necessary changes.

Prior to beginning the review, the subrecipient should organize relevant files and documents to help facilitate their review. For instance, this may include local or state inspection reports (fire-safety, food preparation, building/occupancy, etc.), or policy and procedure documents related to emergency shelter facility maintenance or renovations.

Carefully read each statement and indicate the shelter's or unit's status for each requirement (Approved or Deficient). Add any comments and corrective actions needed in the appropriate box. The reviewer should complete the information about the project, and sign and date the form. This template includes space for an "approving official," if the recipient or subrecipient has designated another authority to approve the review. When the assessment is complete, review it with program staff and develop an action plan for addressing any areas requiring corrective action.

ATTACHMENT C

Minimum Standards for Emergency Shelters

Instructions: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. A copy of this checklist should be placed in the shelter's files.

Approved	Deficient	Standard (24 CFR part 576.403(b))
		<p>1. <i>Structure and materials:</i></p> <p>a. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.</p> <p>b. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance uses Energy Star and WaterSense products and appliances.</p>
		<p>2. <i>Access.</i> Where applicable, the shelter is accessible in accordance with:</p> <p>a. Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;</p> <p>b. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and</p> <p>c. Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35.</p>
		<p>3. <i>Space and security:</i> Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.</p>
		<p>4. <i>Interior air quality:</i> Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.</p>
		<p>5. <i>Water Supply:</i> The shelter's water supply is free of contamination.</p>
		<p>6. <i>Sanitary Facilities:</i> Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.</p>
		<p>7. <i>Thermal environment:</i> The shelter has any necessary heating/cooling facilities in proper operating condition.</p>
		<p>8. <i>Illumination and electricity:</i></p> <p>a. The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety.</p> <p>b. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.</p>
		<p>9. <i>Food preparation:</i> Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.</p>
		<p>10. <i>Sanitary conditions:</i> The shelter is maintained in a sanitary condition.</p>
		<p>11. <i>Fire safety:</i></p> <p>a. There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas.</p> <p>b. All public areas of the shelter have at least one working smoke detector.</p> <p>c. The fire alarm system is designed for hearing-impaired residents.</p> <p>d. There is a second means of exiting the building in the event of fire or other emergency.</p>
		<p>12. If ESG funds were used for renovation or conversion, the shelter meets state or local government safety and sanitation standards, as applicable.</p>
		<p>13. Meets additional recipient/subrecipient standards (if any).</p>

ATTACHMENT C

CERTIFICATION STATEMENT

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

- Property meets all of the above standards.
 Property does not meet all of the above standards.

COMMENTS:

ESG Recipient Name: _____

ESG Subrecipient Name (if applicable): _____

Emergency Shelter Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Evaluator Signature: _____ Date of review: _____

Evaluator Name: _____

Approving Official Signature (if applicable): _____ Date: _____

Approving Official Name (if applicable): _____

ATTACHMENT C

Minimum Standards for Permanent Housing

Instructions: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved	Deficient	Standard (24 CFR part 576.403(c))
		1. <i>Structure and materials:</i> The structure is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.
		2. <i>Space and security:</i> Each resident is provided adequate space and security for themselves and their belongings. Each resident is provided an acceptable place to sleep.
		3. <i>Interior air quality:</i> Each room or space has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		4. <i>Water Supply:</i> The water supply is free from contamination.
		5. <i>Sanitary Facilities:</i> Residents have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		6. <i>Thermal environment:</i> The housing has any necessary heating/cooling facilities in proper operating condition.
		7. <i>Illumination and electricity:</i> The structure has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the structure.
		8. <i>Food preparation:</i> All food preparation areas contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		9. <i>Sanitary condition:</i> The housing is maintained in sanitary condition.
		10. <i>Fire safety:</i> <ol style="list-style-type: none"> a. There is a second means of exiting the building in the event of fire or other emergency. b. The unit includes at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors are located, to the extent practicable, in a hallway adjacent to a bedroom. c. If the unit is occupied by hearing-impaired persons, smoke detectors have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. d. The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.
		11. Meets additional recipient/subrecipient standards (if any).

ATTACHMENT C

CERTIFICATION STATEMENT

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

- Property meets all of the above standards.
 Property does not meet all of the above standards.

COMMENTS:

ESG Recipient Name: _____

ESG Subrecipient Name: _____

Program Participant Name: _____

Street Address: _____

Apartment: _____

City: _____ State: _____ Zip: _____

Evaluator Signature: _____ Date of review: _____

Evaluator Name: _____

Approving Official Signature (if applicable): _____ Date: _____

Approving Official Name (if applicable): _____

ATTACHMENT D



U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Special Attention of: All Secretary's Representatives All Regional Directors for CPD All CPD Division Directors Continuums of Care (CoC) Recipients of the Continuum of Care (CoC) Program	Notice: CPD-14-012 Issued: July 28, 2014 Expires: This Notice is effective until it is amended, superseded, or rescinded Cross Reference: 24 CFR Parts 578 and 42 U.S.C. 11381, <i>et seq.</i>
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Subject: Notice on Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons in Permanent Supportive Housing and Recordkeeping Requirements for Documenting Chronic Homeless Status

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I. Purpose

This Notice provides guidance to Continuums of Care (CoC) and recipients of Continuum of Care (CoC) Program (24 CFR part 578) funding for permanent supportive housing (PSH) regarding the order in which eligible households should be served in **all** CoC Program-funded PSH. This Notice also establishes recordkeeping requirements for all recipients of CoC Program-funded PSH that includes beds that are required to serve persons experiencing chronic homelessness as defined in 24 CFR 578.3, in accordance with 24 CFR 578.103.

A. Background

In June 2010, the Obama Administration released *Opening Doors: Federal Strategic Plan to Prevent and End Homelessness (Opening Doors)*, in which HUD and its federal partners set goals to end Veteran and chronic homelessness by 2015, and end family and youth homelessness by 2020. Ending chronic homelessness is the first goal of *Opening Doors* and is a top priority for HUD. Although progress has been made there is still a long way to go. In 2013, there were still 109,132 people identified as chronically homeless in the United States. In order to meet the first goal of *Opening Doors*—ending chronic homelessness—it is critical that CoCs ensure that limited resources awarded through the CoC Program Competition are being used in the most effective manner and that households that are most in need of assistance are being prioritized.

Since 2005, HUD has encouraged CoCs to create new PSH dedicated for use by persons experiencing chronic homelessness (herein referred to as dedicated PSH). As a result, the number of dedicated PSH beds for persons experiencing chronic homelessness has increased from 24,760 in 2007 to 51,142 in 2013. This increase has contributed to a 25 percent decrease in the number of chronically homeless persons reported in the Point-in-Time Count between 2007 and 2013. Despite the overall increase in the number of dedicated PSH beds, this only represents 30 percent of all CoC Program-funded PSH beds.

To ensure that all PSH beds funded through the CoC Program are used as strategically and effectively as possible, PSH needs to be targeted to serve persons with the highest needs and greatest barriers towards obtaining and maintaining housing on their own—persons experiencing chronic homelessness. HUD’s experience has shown that many communities and recipients of CoC Program-funded PSH continue to serve persons on a “first-come, first-serve” basis and/or based on tenant selection processes that screen-in those who are most likely to succeed. These approaches to tenant selection have not been effective in reducing chronic homelessness, despite the increase in the number of PSH beds nationally.

B. Goal of this Notice

The overarching goal of this Notice is to ensure that the homeless individuals and families with the most severe service needs within a community are prioritized in PSH, which will also increase progress towards the Obama Administration’s goal of ending chronic homelessness. In order to guide CoCs in ensuring that all CoC Program-funded PSH beds are used most effectively, this Notice establishes an order of priority which CoCs are strongly encouraged to adopt and incorporate into the CoC’s written standards and

coordinated assessment system. With adoption by CoCs and incorporation into the CoC's written standards, **all** recipients of CoC Program-funded PSH must then follow this order of priority, consistent with their current grant agreement, which will result in this intervention being targeted to the persons who need it the most. Such adoption and incorporation will ensure that persons are housed appropriately and in the order provided in this Notice.

HUD seeks to achieve three goals through this Notice:

1. Establish an order of priority for dedicated and prioritized PSH beds which CoCs are encouraged to adopt in order to ensure that those persons with the most severe service needs are given first priority.
2. Inform the selection process for PSH assistance not dedicated or prioritized for chronic homelessness to prioritize persons who do not yet meet the definition of chronic homelessness but are most at risk of becoming chronically homeless.
3. Provide uniform recordkeeping requirements for all recipients of CoC Program-funded PSH for documenting chronically homeless status of program participants when required to do so as well as provide guidance on recommended documentation standards that CoCs may require of its recipients of CoC Program-funded PSH if the priorities included in the Notice are adopted by the CoC.

C. Applicability

The guidance in this Notice is provided to all CoCs and all recipients and subrecipients—the latter two groups referred to collectively as recipients of CoC Program-funded PSH. CoCs are encouraged to incorporate the order of priority described in this Notice into their written standards, in accordance with the CoC Program interim rule at 24 CFR 578.7(a)(9) and 24 CFR 578.93, for CoC Program-funded PSH. Upon incorporation of the order of priority into written standards CoCs may then require recipients of CoC Program-funded PSH to follow the order of priority in accordance with the CoC's revised written standards and this Notice and in a manner consistent with their current grant agreement.

D. Key Terms

1. **Housing First.** Housing First is an approach in which housing is offered to people experiencing homelessness without preconditions (such as sobriety, mental health treatment, or a minimum income threshold) or service participation requirements and in which rapid placement and stabilization in permanent housing are primary goals. PSH projects that use a Housing First approach promote the acceptance of applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services. HUD encourages all recipients of CoC Program-funded PSH to follow a Housing First approach to the maximum extent practicable. Any recipient that indicated that they would follow a Housing First approach in the FY 2013 CoC Project Application must do so for both the FY 2013 and FY 2014 operating year(s), as the CoC score for the FY 2013–FY 2014 CoC Program Competition was affected by the extent in which project applications indicated that they would follow this approach and this requirement will be incorporated into the recipient's FY 2013 and FY 2014 grant agreement.

HUD recognizes that this approach may not be applicable for all program designs, particularly for those projects formerly awarded under the SHP or SPC programs which were permitted to target persons with specific disabilities (e.g., “sober housing”).

2. Chronically Homeless. The definition of “chronically homeless” currently in effect for the CoC Program is that which is defined in the CoC Program interim rule at 24 CFR 578.3, which states that a chronically homeless person is:

- (a) An individual who:
 - i. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - ii. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; and
 - iii. Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;
- (b) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition [as described in Section I.D.2.(a) of this Notice], before entering that facility; or
- (c) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition [as described in Section I.D.2.(a) of this Notice, including a family whose composition has fluctuated while the head of household has been homeless.

3. Severity of Service Needs. This Notice refers to persons who have been identified as having the most severe service needs.

- (a) For the purposes of this Notice, this means an individual for whom at least one of the following is true:
 - i. History of high utilization of crisis services, which include but are not limited to, emergency rooms, jails, and psychiatric facilities; or
 - ii. Significant health or behavioral health challenges or functional impairments which require a significant level of support in order to maintain permanent housing.

Severe service needs as defined in paragraphs i. and ii. above should be identified and verified through data-driven methods such as an administrative data match or through the use of a standardized assessment tool that can identify the severity of needs such as the Vulnerability Index (VI), the Service Prioritization Decision Assistance Tool (SPDAT), or the Frequent Users Service Enhancement (FUSE). The determination must not be based on a specific diagnosis or disability type, but only on the severity of needs of the individual.

- (b) In states where there is an alternate criteria used by state Medicaid departments to identify high-need, high cost beneficiaries, CoCs and recipients of CoC Program-funded PSH may use similar criteria to determine if a household has severe service needs instead of the criteria defined paragraphs i. and ii. above. However, such determination must not be based on a specific diagnosis or disability type.

II. Dedication and Prioritization of Permanent Supportive Housing Strategies to Increase Number of PSH Beds Available for Chronically Homeless Persons

There are two significant ways in which CoCs can increase progress towards ending chronic homelessness in their communities using only their existing CoC Program-funded PSH:

A. Increase the number of CoC Program-funded PSH beds that are dedicated to persons experiencing chronic homelessness.

Dedicated PSH beds are required through the project's grant agreement to only be used to house persons experiencing chronic homelessness unless there are no persons within the CoC that meet that criteria. If this occurs, the recipient may then follow the order of priority in this Notice if it is adopted by the CoC. The bed will continue to be a dedicated bed, however, so when that bed becomes vacant again it must be used to house a chronically homeless person unless there are still no persons who meet that criterion within the CoC's geographic area. These PSH beds are reported as "CH Beds" on a CoC's Housing Inventory Count (HIC). A CoC may increase the number of CoC Program-funded PSH beds that are dedicated to persons experiencing chronic homelessness when it's recipients of non-dedicated CoC Program-funded PSH request a grant amendment to dedicate one or more of its beds for this purpose. A recipient of CoC Program-funded PSH is prohibited from changing the designation of the bed from dedicated to non-dedicated without a grant agreement amendment. Similarly, if a recipient of non-dedicated PSH intends to dedicate one or more of its beds to the chronically homeless it may do so through a grant agreement amendment.

B. Prioritize non-dedicated PSH beds for use by persons experiencing chronic homelessness.

Prioritization means implementing an admissions preference for chronically homeless persons for CoC Program-funded PSH beds. In the FY 2013-FY 2014 CoC Program Competition, CoCs were scored on the extent to which they were willing to commit to prioritizing chronically homeless persons in a percentage of their non-dedicated PSH beds with the highest points going to CoCs that committed to prioritize the chronically homeless

in 85 percent or more of their non-dedicated CoC Program-funded PSH. Further, project applicants for CoC Program-funded PSH had to indicate the number of non-dedicated beds that would be prioritized for use by persons experiencing chronic homelessness. These projects are now required to prioritize chronically homeless persons in their non-dedicated CoC Program-funded PSH beds for FY 2013 and FY 2014, as the project application is incorporated into the grant agreement. PSH beds that were included in the calculation for the CoCs commitment in the CoC Application cannot revise their FY 2014 application to reduce the number of prioritized beds; however, recipients of PSH that are currently not dedicated to the chronically homeless may choose to prioritize additional beds in the FY 2014 CoC Project Application. All recipients of CoC Program-funded PSH are encouraged to prioritize the chronically homeless as beds become vacant to the maximum extent practicable. CoCs will be expected to meet or exceed the goals established in the FY 2013/FY 2014 CoC Application and should continue to prioritize persons experiencing chronic homelessness in their CoC Program-funded PSH until there are no persons within the CoC's geographic area who meet that criteria. Further, to the extent that CoCs incorporate this order of priority into the CoCs written standards, recipients of CoC Program-funded PSH will also be required to follow this criterion included in those standards.

III. Order of Priority in CoC Program-funded Permanent Supportive Housing

A. Order of Priority in CoC Program-funded Permanent Supportive Housing Beds Dedicated to Persons Experiencing Chronic Homelessness and Permanent Supportive Housing Prioritized for Occupancy by Persons Experiencing Chronic Homelessness

1. As of the date of this Notice, CoCs are encouraged to revise their written standards to include the following order of priority for CoC Program-funded PSH that is either dedicated or prioritized for use by the chronically homeless. If adopted into the CoCs written standards, recipients of CoC Program-funded PSH would then be required to follow the order of priority when selecting participants for housing in accordance with the CoC's revised written standards in accordance with this Notice and in a manner consistent with their current grant agreement. For CoC Program-funded PSH that is dedicated or prioritized for persons experiencing chronic homelessness, the following order of priority is strongly encouraged:

- (a) **First Priority—Chronically Homeless Individuals and Families with the Longest History of Homelessness and with the Most Severe Service Needs.**

A chronically homeless individual or head of household as defined in 24 CFR 578.3 for whom both of the following are true:

- i. The chronically homeless individual or head of household of a family has been homeless and living in a place not meant for human habitation, a safe haven, or in an emergency shelter for at least 12 months either continuously or on at least four separate occasions in the last 3 years, where the cumulative total length of the four occasions equals at least 12 months; and

- ii. The CoC or CoC Program recipient has identified the chronically homeless individual or head of household, who meets all of the criteria in paragraph (1) of the definition for chronically homeless, of the family as having severe service needs (see Section I.D.3. of this Notice for definition of severe service needs).

(b) Second Priority—Chronically Homeless Individuals and Families with the Longest History of Homelessness. A chronically homeless individual or head of household, as defined in 24 CFR 578.3, for which both of the following are true:

- i. The chronically homeless individual or head of household of a family has been homeless and living in a place not meant for human habitation, a safe haven, or in an emergency shelter for at least 12 months either continuously or on at least four separate occasions in the last 3 years, where the cumulative total length of the four occasions equals at least 12 months; and,
- ii. The CoC or CoC program recipient has **not** identified the chronically homeless individual or the head of household, who meets all of the criteria in paragraph (1) of the definition for chronically homeless, of the family as having severe service needs.

(c) Third Priority—Chronically Homeless Individuals and Families with the Most Severe Service Needs. A chronically homeless individual or head of household as defined in 24 CFR 578.3 for whom both of the following are true:

- i. The chronically homeless individual or head of household of a family has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter on at least four separate occasions in the last 3 years, where the total length of those separate occasions equals less than one year; and
- ii. The CoC or CoC program recipient has identified the chronically homeless individual or the head of household, who meets all of the criteria in paragraph (1) of the definition for chronically homeless, of the family as having severe service needs.

(d) Fourth Priority—All Other Chronically Homeless Individuals and Families. A chronically homeless individual or head of household as defined in 24 CFR 578.3 for whom both of the following are true:

- i. The chronically homeless individual or head of household of a family has been homeless and living in a place not meant for human habitation, a safe haven, or in an emergency shelter for at least 12 months either continuously or on at least four separate occasions in the last 3 years,

where the cumulative total length the four occasions is **less than** 12 months; and

- ii. The CoC or CoC program recipient has **not** identified the chronically homeless individual or the head of household, who meets all of the criteria in paragraph (1) of the definition for chronically homeless, of the family as having severe service needs.
2. Where a CoC or a recipient of CoC Program-funded PSH beds that are dedicated or prioritized is not able to identify chronically homeless individuals and families as defined in 24 CFR 578.3 within the CoC, the order of priority in Section III.B. of this Notice, as adopted by the CoC, may be followed.
 3. Recipients of CoC Program-funded PSH should follow the order of priority above while also considering the goals and any identified target populations served by the project. For example, a CoC Program-funded PSH project that is permitted to target homeless persons with a serious mental illness that has been identified as a project that will prioritize a portion or all of its turnover beds to persons experiencing chronic homelessness should follow the order of priority under Section III.A.1. of this Notice to the extent in which persons with serious mental illness meet the criteria.
 4. Recipients must exercise due diligence when conducting outreach and assessment to ensure that persons are served in the order of priority in this Notice. HUD recognizes that some persons—particularly those living on the streets or in places not meant for human habitation—might require significant engagement and contacts prior to their entering housing and recipients are not required to keep units remain vacant where there are persons who meet a higher priority within the CoC and who have not yet accepted the PSH opportunities offered to them. Street outreach providers should continue to make attempts to engage those persons and the CoC and CoC Program-funded PSH providers are encouraged to follow a Housing First approach to the maximum extent practicable and for those projects that indicated in the FY 2013 CoC Project Application that they would follow a Housing First approach will be required to do so for both the FY 2013 and FY 2014 operating year(s), as the CoC score for the FY 2013 – FY 2014 CoC Program Competition was affected by the extent in which project applications indicated that they would follow this approach and this requirement will be incorporated into the recipient’s FY 2013 and FY 2014 grant agreement. For eligibility in dedicated or prioritized PSH serving chronically homeless households, the individual or head of household must meet all of the applicable criteria to be considered chronically homeless per 24 CFR 578.3.

B. Order of Priority in Permanent Supportive Housing Beds Not Dedicated or Prioritized for Persons Experiencing Chronic Homelessness

1. As of the date of this Notice, CoCs are encouraged to revise their written standards to include the following priorities for non-dedicated and non-prioritized PSH beds. If adopted into the CoCs written standards, recipients of CoC Program-funded PSH would then be required to follow the order of priority when selecting participants for housing in accordance with the CoC’s revised written standards included in this Notice and in a

manner consistent with their current grant agreement. CoCs that adopt this order of priority are encouraged to include in the written standards a policy that would allow for recipients of non-dedicated and non-prioritized PSH to offer housing to chronically homeless individuals and families first, but minimally would be required to place otherwise eligible households in an order that prioritizes, in a nondiscriminatory manner, those who would benefit the most from this type of housing, beginning with those most at risk of becoming chronically homeless. For eligibility in non-dedicated and non-prioritized PSH serving non-chronically homeless households, any household member with a disability may qualify the family for PSH.

(a) First Priority–Homeless Individuals and Families with a Disability with the Most Severe Service Needs.

An individual or family that is eligible for CoC Program-funded PSH who has been living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter for any period of time, including persons exiting an institution where they have resided for 90 days or less but were living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately prior to entering the institution **and** has been identified as having the most severe service needs.

(b) Second Priority–Homeless Individuals and Families with a Disability with a Long Period of Continuous or Episodic Homelessness. An individual or family that is eligible for CoC Program-funded PSH who has been living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 6 months or on at least three separate occasions in the last 3 years where the cumulative total is at least 6 months. This includes persons exiting an institution where they have resided for 90 days or less but were living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately prior to entering the institution **and** had been living or residing in one of those locations for at least 6 months or on at least three separate occasions in the last 3 years where the cumulative total is at least 6 months.

(c) Third Priority–Homeless Individuals and Families with Disability Coming from Places Not Meant for Human Habitation, Safe Havens, or Emergency Shelters. An individual or family that is eligible for CoC Program-funded PSH who has been living in a place not meant for human habitation, a safe haven, or an emergency shelter. This includes persons exiting an institution where they have resided for 90 days or less but were living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately prior to entering the institution.

(d) Fourth Priority–Homeless Individuals and Families with a Disability Coming from Transitional Housing. An individual or family that is eligible for CoC Program-funded PSH who is coming from transitional housing, where prior to residing in the transitional housing lived on streets or in an emergency shelter, or

safe haven. This priority also includes homeless individuals and homeless households with children with a qualifying disability who were fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking and are living in transitional housing—all are eligible for PSH even if they did not live on the streets, emergency shelters, or safe havens prior to entry in the transitional housing.

2. Recipients of CoC Program-funded PSH should follow the order of priority above, as adopted by the CoC, while also considering the goals and any identified target populations served by the project. For example, in CoC Program-funded PSH where the beds are not dedicated or prioritized and which is permitted to target homeless persons with a serious mental illness should follow the order of priority under Section III.B.1. of this Notice, as adopted by the CoC, to the extent in which persons with serious mental illness meet the criteria.
3. Due diligence should be exercised when conducting outreach and assessment to ensure that persons are served in the order of priority in this Notice, and as adopted by the CoC. HUD recognizes that some persons—particularly those living on the streets or in places not meant for human habitation—might require significant engagement and contacts prior to their entering housing and recipients are not required to keep units vacant where there are persons who meet a higher priority within the CoC and who have not yet accepted the PSH opportunities offered to them. Street outreach providers should continue to make attempts with those persons using a Housing First approach to place as few conditions on a person’s housing as possible.

IV. Using a Coordinated Assessment and a Standardized Assessment Tool or Process to Determine Eligibility and Establish a Prioritized Waiting List

A. Coordinated Assessment Requirement

Provisions at 24 CFR 578.7(a)(8) requires that each CoC, in consultation with recipients of Emergency Solutions Grants (ESG) program funds within the CoC’s geographic area, establish and operate either a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. CoCs that adopt the order of priority in Section III of this Notice into the CoC’s written standards are strongly encouraged to use their coordinated assessment system in order to ensure that there is a single prioritized waiting list for all CoC Program-funded PSH within the CoC. Under no circumstances shall the order of priority be based upon diagnosis or disability type, but instead on the severity of needs of an individual or family.

B. Written Standards for Creation of a Single Prioritized Waiting List for PSH

CoCs are also encouraged to include in their policies and procedures governing their coordinated assessment system, a requirement that all CoC Program-funded PSH accept referrals only through a single prioritized waiting list that is created through the CoCs coordinated assessment process. Adopting this into the CoC’s policies and procedures for coordinated assessment would further ensure that CoC Program-funded PSH is being used most effectively, which is one of the goals in this Notice. This would also allow for

recipients of CoC Program funds for PSH to maintain their own waiting lists, but all households would be referred to each of those project-level waiting lists based on where they fall on the prioritized list and not on the date in which they first applied for housing assistance.

C. Standardized Assessment Tool Requirement

CoCs must utilize a standardized assessment tool, in accordance with 24 CFR 578.3, or process. Appendix A of this Notice—*Coordinated Assessment Tool and Implementation: Key Considerations*—provides recommended criteria for a quality coordinated assessment process and standardized assessment tool.

D. Nondiscrimination Requirements

CoCs and recipients of CoC Program-funded PSH must continue to comply with the nondiscrimination provisions of Federal civil rights laws, including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Titles II or III of the Americans with Disabilities Act, as applicable.

V. Recordkeeping Requirements

This Notice establishes recordkeeping requirements for all recipients of CoC Program-funded PSH that are required to document a program participant's status as chronically homeless as defined in 24 CFR 578.3 and in accordance with 24 CFR 578.103. Further, HUD expects that where CoCs have adopted the orders of priority in Section III. of this Notice into their written standards, the CoC as well as recipients of CoC Program-funded PSH, will maintain evidence of implementing these priorities.

A. CoC Records

In addition to the records required in 24 CFR 578.103, it is recommended that the CoC should supplement such records with the following:

- 1. Evidence of written standards that incorporate the priorities in Section III. of this Notice, as adopted by the CoC.** A CoC adopting the priorities in Section III of this Notice, may be evidenced by written CoC, or subcommittee, meeting minutes where written standards were adopted that incorporate the prioritization standards in this Notice, or an updated, approved, governance charter where the written standards have been updated to incorporate the prioritization standards set forth in this Notice.
- 2. Evidence of a standardized assessment tool.** Use of a standardized assessment tool may be evidenced by written policies and procedures referencing a single standardized assessment tool that is used by all CoC Program-funded PSH recipients within the CoC's geographic area.
- 3. Evidence that the written standards were incorporated into the coordinated assessment policies and procedures.** Incorporating standards into the coordinated assessment policies and procedures may be evidenced by updated policies and

procedures—that incorporate the updated written standards for CoC Program-funded PSH developed and approved by the CoC.

B. Recipient Recordkeeping Requirements

In addition to the records required in 24 CFR 578.103, recipients of CoC Program-funded PSH that is required by grant agreement to document chronically homeless status of program participants in some or all of its PSH beds must maintain the following records:

1. **Written Intake Procedures.** Recipients must maintain and follow written intake procedures to ensure compliance with the definition of chronically homeless per 24 CFR 578.3. These procedures must establish the order of priority for obtaining evidence as: (1) third-party documentation, (2) intake worker observations, and (3) certification from the person seeking assistance. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates entries are made.
2. **Evidence of Chronically Homeless Status.** Recipients of CoC Program-funded PSH whose current grant agreement includes beds that are dedicated or prioritized to the chronically homeless must maintain records evidencing that the individuals or families receiving the assistance in those beds meets the definition for chronically homeless at 24 CFR 578.3. Such records must include evidence of the homeless status of the individual or family (paragraphs (1)(i) and (1)(ii) of the definition), the duration of homelessness (paragraph (1)(ii) of the definition), and the disabling condition (paragraph (1)(iii) of the definition). When applicable, recipients must also keep records demonstrating compliance with paragraphs (2) and (3) of the definition.
 - (a) **Evidence of homeless status.** Evidence of an individual or head of household's current living situation may be documented by a written observation by an outreach worker, a written referral by housing or service provider, or a certification by the household seeking assistance that demonstrates that the individual or head of household is currently homeless and living in a place not meant for human habitation, in an emergency shelter, or a safe haven. For paragraph (2) of the definition for chronically homeless at 24 CFR 578.3, for individuals currently residing in an institution, acceptable evidence includes:
 - i. Discharge paperwork or a written or oral referral from a social worker, case manager, or other appropriate official of the institution, stating the beginning and end dates of the time residing in the institution that demonstrate the person resided there for less than 90 days. All oral statements must be recorded by the intake worker; or
 - ii. Where the evidence above is not obtainable, a written record of the intake worker's due diligence in attempting to obtain the evidence described in the paragraph i. above and a certification by the individual seeking

assistance that states that they are exiting or have just exited an institution where they resided for less than 90 days; and

- iii. Evidence that the individual was homeless and living in a place not meant for human habitation, a safe haven, or in an emergency shelter, and met the criteria in paragraph (1) of the definition for chronically homeless in 24 CFR 578.3, immediately prior to entry into the institutional care facility.

- (b) **Evidence of the duration of the homelessness.** Recipients documenting chronically homeless status must also maintain the evidence described in paragraph i. or in paragraph ii. below, and the evidence described in paragraph iii. below:

- i. **Evidence that the homeless occasion was continuous, for at least one year.**

Using any combination of allowable documentation described in Section V.B.2.(a) of this Notice, recipients must provide evidence that the homeless occasion was continuous, for a year period, without a break in living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter. For the purposes of this Notice, a break is considered at least seven or more consecutive nights not residing in a place not meant for human habitation, in shelter, or in a safe haven.

At least 9 months of the 1-year period must be documented by one of the following: (1) HMIS data, (2), a written referral, or (3) a written observation by an outreach worker. In only rare and the most extreme cases, HUD would allow a certification from the individual or head of household seeking assistance in place of third-party documentation for up to the entire period of homelessness. Where third-party evidence could not be obtained, the intake worker must obtain a certification from the individual or head of household seeking assistance, and evidence of the efforts made to obtain third-party evidence as well as documentation of the severity of the situation in which the individual or head of household has been living. An example of where this might occur is where an individual has been homeless and living in a place not meant for human habitation in a secluded area for more than 1 year and has not had any contact with anyone during that entire period.

Note: A single encounter with a homeless service provider on a single day within 1 month that is documented through third-party documentation is sufficient to consider an individual or family as homeless for the entire month unless there is any evidence that the household has had a break in homeless status during that month (e.g., evidence in HMIS of a stay in transitional housing).

ii. Evidence that the household experienced at least four separate homeless occasions over 3 years.

Using any combination of allowable documentation described in Section V.B.2.(a) of this Notice, the recipient must provide evidence that the head of household experienced at least four, separate, occasions of homelessness in the past 3 years.

Generally, at least three occasions must be documented by either: (1) HMIS data, (2) a written referral, or (3) a written observation. Any other occasion may be documented by a self-certification with no other supporting documentation.

In only rare and the most extreme cases, HUD will permit a certification from the individual or head of household seeking assistance in place of third-party documentation for the three occasions that must be documented by either: (1) HMIS data, (2) a written referral, or (3) a written observation. Where third-party evidence could not be obtained, the intake worker must obtain a certification from the individual or head of household seeking assistance, and must document efforts made to obtain third-party evidence, and document of the severity of the situation in which the individual has been living. An example of where this might occur is where an individual has been homeless and living in a place not meant for human habitation in a secluded area for more than one occasion of homelessness and has not had any contact with anyone during that period.

iii. Evidence of diagnosis with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in Section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability. Evidence of this criterion must include one of the following:

- (1) Written verification of the condition from a professional licensed by the state to diagnose and treat the condition;
- (2) Written verification from the Social Security Administration;
- (3) Copies of a disability check (e.g., Social Security Disability Insurance check or Veterans Disability Compensation);
- (4) Intake staff (or referral staff) observation that is confirmed by written verification of the condition from a professional licensed by the state to diagnose and treat the condition that is confirmed no later than 45 days of the application for assistance and accompanied with one of the types of evidence above; or

(5) Other documentation approved by HUD.

C. Recordkeeping Recommendations for CoCs that have Adopted the Order of Priority in this Notice.

Where CoCs have incorporated the order of priority in this Notice into their written standards, recipients of CoC Program-funded PSH may demonstrate that they are following the CoC-established requirement by maintaining the following evidence:

- 1. Evidence of Cumulative Length of Occasions.** For recipients providing assistance to households using the selection priority in Sections III.A.1.(a) and (b) of this Notice, the recipient must maintain the evidence of each occasion of homelessness as required in Section V.B.2.(b)(2) of this Notice, which establishes how evidence of each occasion of homelessness, when determining whether an individual or family is chronically homeless, may be documented. However, to properly document the length of time homeless, it is important to document the start and end date of each occasion of homelessness and these occasions must cumulatively total a period of 12-months. In order to properly document the cumulative period of time homeless, at least 9 months of the 12-month period must be documented through third-party documentation unless it is one of the rare and extreme cases described in Section V.B.2.b.ii. of this Notice. For purposes of this selection priority, a single encounter with a homeless service provider on a single day within one month that is documented through third-party documentation is sufficient to consider an individual or family as homeless for the entire month unless there is any evidence that the household has had a break in homeless status during that month (e.g., evidence in HMIS of a stay in transitional housing).
- 2. Evidence of Severe Service Needs.** Evidence of severe service needs is that by which the recipient is able to determine the severity of needs as defined in Section I.D.3. of this Notice using data-driven methods such as an administrative data match or through the use of a standardized assessment conducted by a qualified professional.
- 3. Evidence that the Recipient is Following the CoC's Written Standards for Prioritizing Assistance.** Recipients must follow the CoC's written standards for prioritizing assistance, as adopted by the CoC. In accordance with the CoC's adoption of written standards for prioritizing assistance, recipients must in turn document that the CoC's revised written standards have been incorporated into the recipient's intake procedures and that the recipient is following its intake procedures when accepting new program participants into the project.

VI. Questions Regarding this Notice

Questions regarding this notice should be submitted to HUD's Ask A Question at: www.onecpd.info/get-assistance/my-question.

Appendix A

Coordinated Assessment Process and Standardized Assessment Tool: Key Considerations

A coordinated assessment process is intended to increase and streamline access to housing and services for households experiencing homelessness, matches appropriate levels of housing and services based on their needs, and prioritizes persons with severe service needs for the most intensive interventions. HUD will be issuing guidance regarding the minimum requirements for establishing and operating a coordinated assessment system, as required by 24 CFR 578.7(a)(8), separately. Meanwhile, this Appendix is intended to help inform CoC efforts to implement an effective coordinated assessment *process* and qualities of an effective standardized assessment tool. As stated in Section III of this Notice, the use of both a coordinated assessment process and assessment tool(s) are critical to effectively implement the order of priority described in Section III.A. and III.B., if adopted by the CoC and incorporated into the CoCs written standards.

Recommendations for Effective Implementation of a Coordinated Assessment Process

The coordinated assessment process must incorporate and defer to any funding requirements established under the CoC Program interim rule, ESG Program interim rule, or a Notice of Funding Availability under which a project is awarded. In addition, the following are recommended as the minimum criteria for the effective implementation of a coordinated assessment process.

1. **Standardized**—The assessment process should rely upon a standardized method and criteria to determine the appropriate type of intervention for individuals or families. This standardized process could encompass the CoC-wide use of a standardized assessment tool, as well as data driven methods.
2. **Improves data management**—Individual tracking, resource allocation and planning, system monitoring, and reporting to the community and to funders is improved by use of a common, coordinated assessment tool.
3. **Non-directive**—The recommendations of the tool can be overridden by the judgment of qualified professionals, especially in where there are extenuating circumstances that are not assessed by the tool are relevant to choosing appropriate interventions. Discretion must be exercised in a nondiscriminatory manner consistent with fair housing and civil rights laws and should be subject to appropriate review and documentation (see Section V. of this Notice for the recordkeeping requirements), to ensure it is applied judiciously.
4. **Mainstream resources**—Effective coordinated assessment facilitates meaningful coordination between the homeless response system and the intake processes for mainstream systems. Connections should be made to public housing authorities, multifamily housing, health and mental health care, the workforce development system, and with other mainstream income and benefits as appropriate and applicable.
5. **Align Interventions**—The various types of interventions that are available are aligned and used strategically.

6. **Leverage local attributes and capacity**—The physical and political geography, including the capacity of partners in a community, and the opportunities unique to the community's context, should inform local coordinated assessment implementation.
7. **Assess program capacity**—Assess the variety and capacity of programs in the community to identify and fill critical gaps in housing and service resources and to ensure that there is a range of options needed for a coordinated assessment system to work well.
8. **Outreach**—The coordinated assessment system should ensure that connections and ongoing engagement occurs with those not accessing services and housing on their own. Often, these are the highest need and most at-risk people in communities.
9. **Privacy protections**—Protections should be in place to ensure proper use of the information with consent from the client. Assessment should also be conducted in a private location.
10. **Fair Housing and Civil Rights**—Protections should be in place to ensure compliance with all civil rights requirements, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973. The assessment tool should not seek disability-related information that is unnecessary for determining the need for housing-related services. The coordinated assessment process should ensure that program participants are informed of rights and remedies available under applicable federal, state, and local fair housing and civil rights laws, in accordance with the requirement at 24 CFR 578.93(c)(3).
11. **Training**—Initial and ongoing training on the use of the assessment tool should be provided to those parties that will be administering the assessment.
12. **Accessible and well-advertised**—The assessment must be well advertised and easily accessed by people seeking services or housing. This can happen in a variety of ways: access to services can be centralized, a one-stop shop approach. Access can be coordinated, leveraging outreach capacity and linking or integrating with mainstream systems. The assessment must be conducted in a manner that is accessible for individuals with disabilities, ensures meaningful program access for persons with Limited English Proficiency, and is affirmatively marketed in order to reach eligible persons who are least likely to seek assistance in the absence of special outreach, in accordance with 24 CFR 578.93(c)(1).
13. **Prioritization**—When resources are scarce, the coordinated assessment process should prioritize who will receive assistance based on their needs. Coordinated assessment should never result in long waiting lists for assistance. Instead, when there are many more people who are assessed to receive an intervention than there are available openings, the process should refer only individuals with the greatest needs.
14. **Inform system change efforts**—Information gathered during the coordinated assessment process should identify what types of programs are most needed in the community and be used by the CoC and other community leaders to allocate resources.

Recommended Qualities of a Good Standardized Assessment Tool

While HUD requires that CoCs use a standardized assessment tool, it does not endorse any specific tool or approach, there are universal qualities that any tool used by a CoC for their coordinated assessment process should include.



1. **Valid**—Tools should be evidence-informed, criteria-driven, tested to ensure that they are appropriately matching people to the right interventions and levels of assistance, responsive to the needs presented by the individual or family being assessed, and should make meaningful recommendations for housing and services.
2. **Reliable**—The tool should produce consistent results, even when different staff members conduct the assessment or the assessment is done in different locations.
3. **Inclusive**—The tool should encompass the full range of housing and services interventions needed to end homelessness, and where possible, facilitate referrals to the existing inventory of housing and services.
4. **Person-centered**—Common assessment tools put people—not programs—at the center of offering the interventions that work best. Assessments should provide options and recommendations that guide and inform client choices, as opposed to rigid decisions about what individuals or families need. High value and weight should be given to clients' goals and preferences.
5. **User-friendly**—The tool should be brief, easily administered by non-clinical staff including outreach workers and volunteers, worded in a way that is easily understood by those being assessed, and minimize the time required to utilize.
6. **Strengths-based**—The tool should assess both barriers **and** strengths to permanent housing attainment, incorporating a risk and protective factors perspective into understanding the diverse needs of people.
7. **Housing First orientation**—The tool should use a Housing First frame. The tool should not be used to determine “housing readiness” or screen people out for housing assistance, and therefore should not encompass an in-depth clinical assessment. A more in-depth clinical assessment can be administered once the individual or family has obtained housing to determine and offer an appropriate service package.
8. **Sensitive to lived experiences**—Providers should recognize that assessment, both the kinds of questions asked and the context in which the assessment is administered, can cause harm and risk to individuals or families, especially if they require people to relive difficult experiences. The tool's questions should be worded and asked in a manner that is sensitive to the lived and sometimes traumatic experiences of people experiencing homelessness. The tool should minimize risk and harm, and allow individuals or families to refuse to answer questions. Agencies administering the assessment should have and follow protocols to address any psychological impacts caused by the assessment and should administer the assessment in a private space, preferably a room with a door, or, if outside, away from others' earshot. Those administering the tool should be trained to recognize signs of trauma or anxiety.

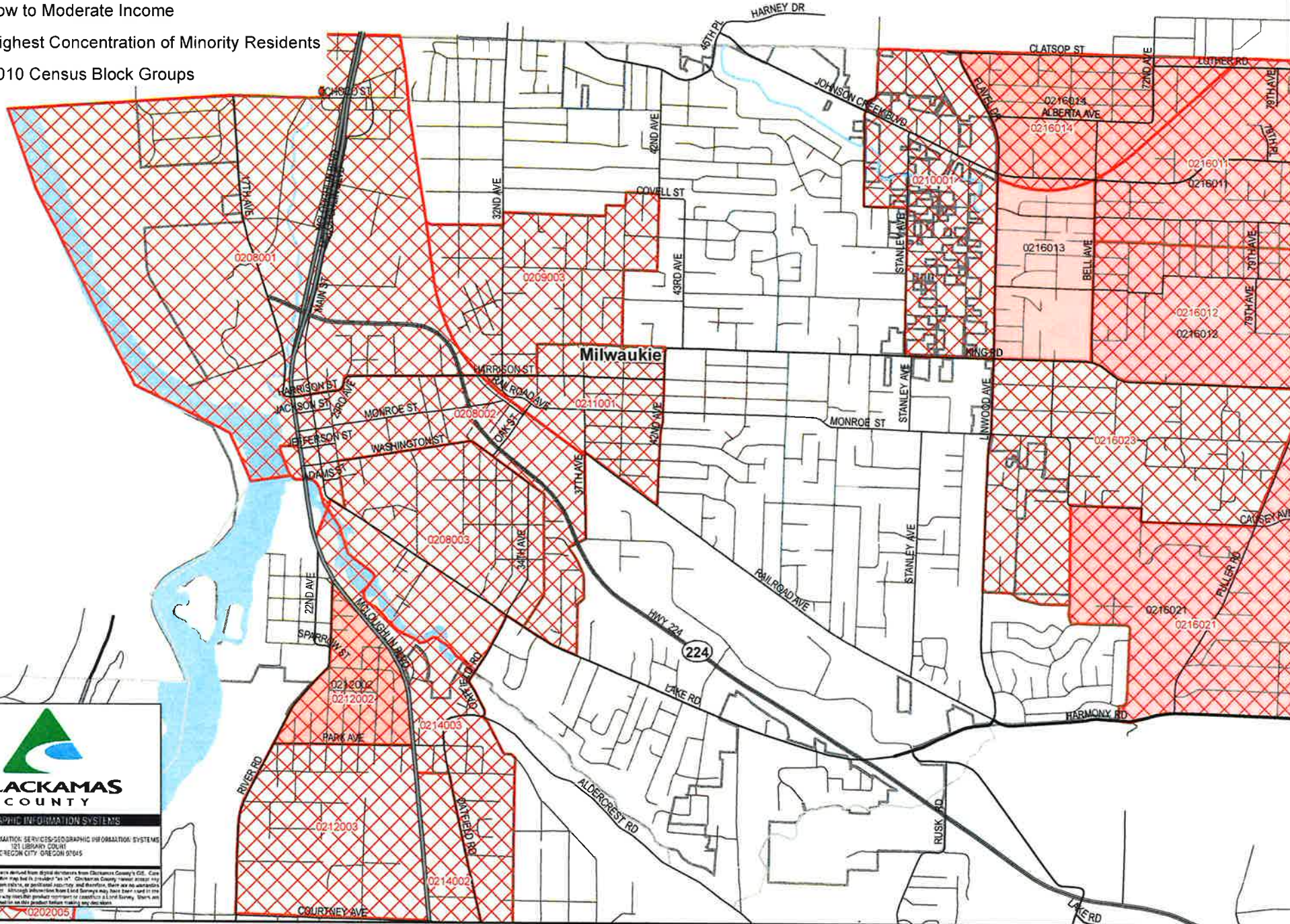

Additionally, the tool should link people to services that are culturally sensitive and appropriate and are accessible to them in view of their disabilities, *e.g.*, deaf or hard of hearing, blind or low vision, mobility impairments

9. **Transparent**—The relationship between particular assessment questions and the recommended options should be easy to discern. The tool should not be a “black box” such that it is unclear why a question is asked and how it relates to the recommendations or options provided.

**Appendix F – Maps of
High Poverty and High Minority Areas**

Concentrations of Minority and Low Income Populations in the City of Milwaukie

-  Low to Moderate Income
 -  Highest Concentration of Minority Residents
- 2010 Census Block Groups







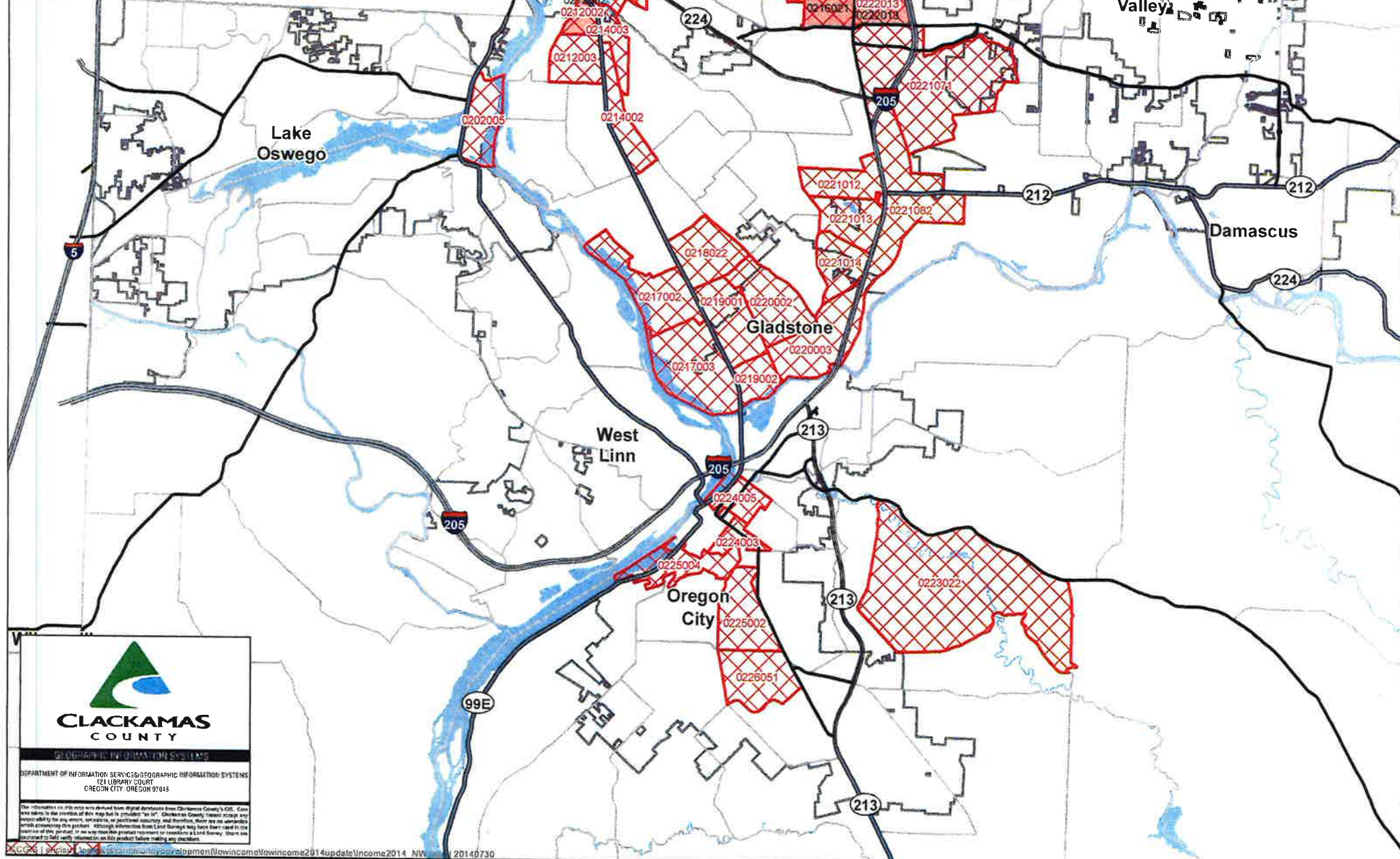

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Concentrations of Minority and Low Income Populations in Northwest Clackamas County

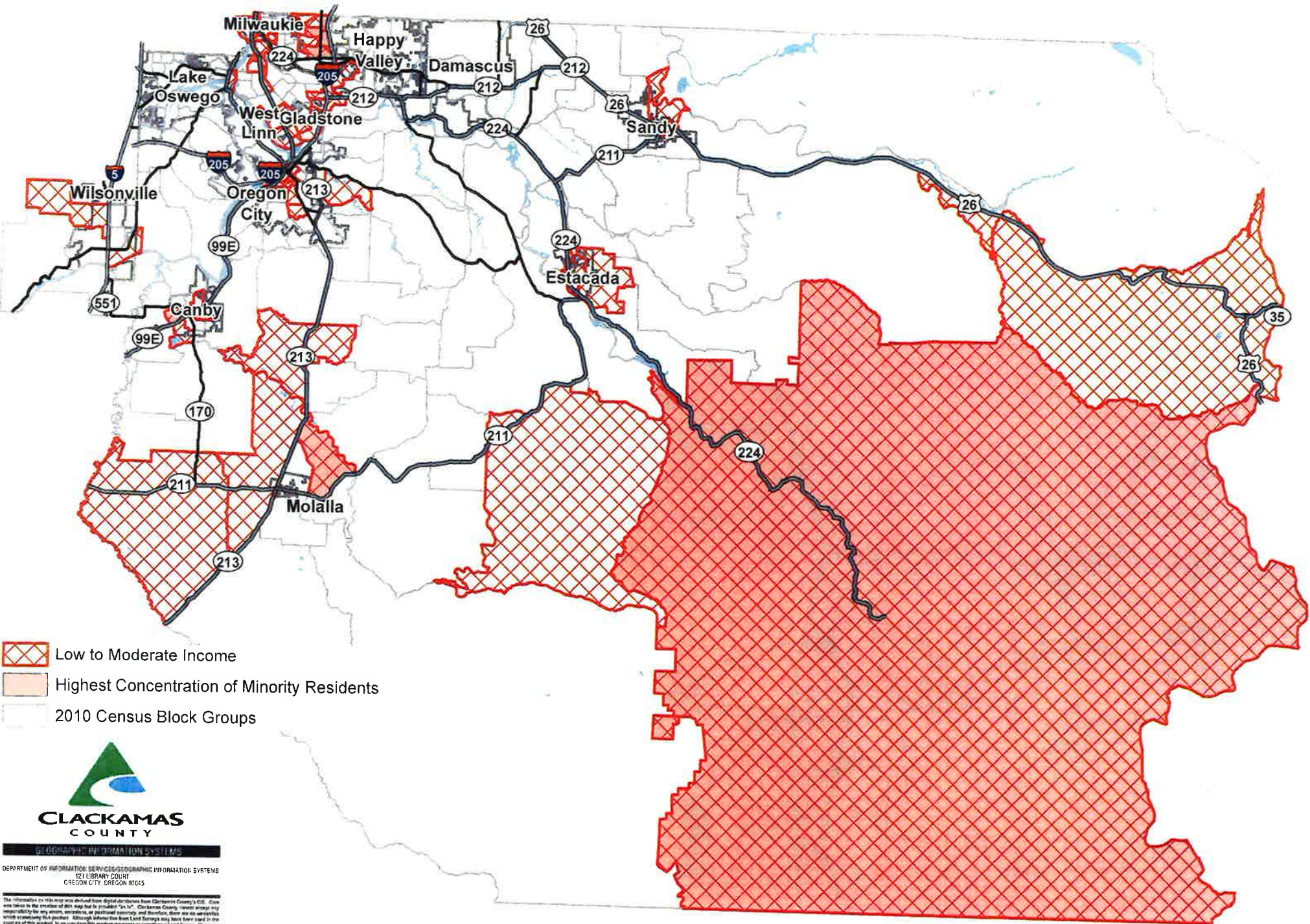
-  Low to Moderate Income
-  Highest Concentration of Minority Residents
-  2010 Census Block Groups

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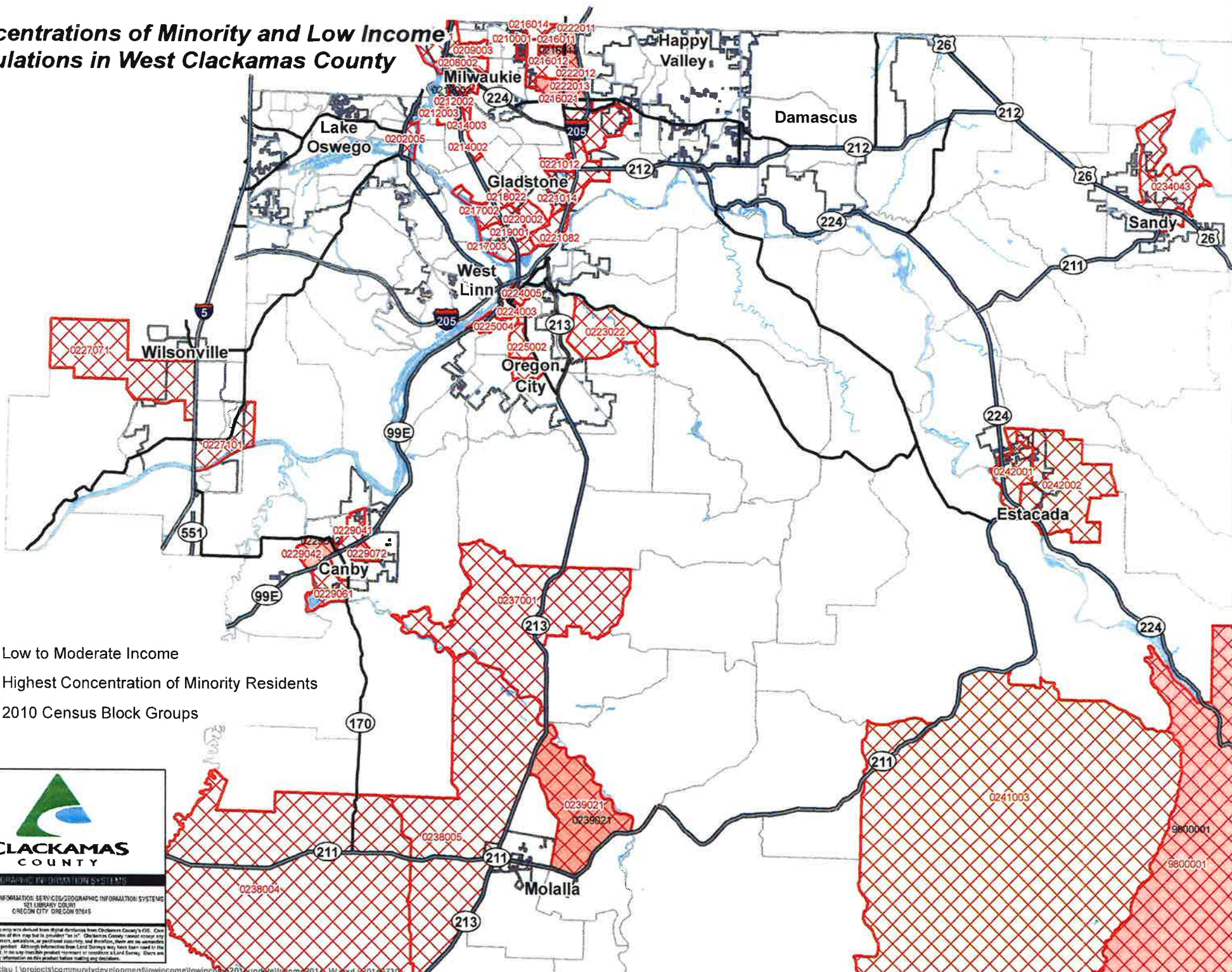
Concentrations of Minority and Low Income Populations in Clackamas County







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Concentrations of Minority and Low Income Populations in West Clackamas County



-  Low to Moderate Income
-  Highest Concentration of Minority Residents
-  2010 Census Block Groups



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Appendix G – HOME Beneficiaries

APPENDIX G

CLACKAMAS COUNTY

HOME Distribution Process and Beneficiary Preferences

- (1) *With respect to 24 CFR 91.220(l)(2)(v), please provide a description of eligible applicants for HOME assistance, describe your process for soliciting and funding applications, and state where detailed application materials are available (e.g. posted online).*

Clackamas County limits HOME assistance to applicants with a household income below 80% AMI. Specific HOME assisted programs (such as Tenant-Based Rental Assistance) may have lower income limits. Assistance is provided on a first-come, first-served basis. Detailed information for all HOME programs is available online at:

<http://www.clackamas.us/communitydevelopment/>

Printed materials are also made available at events and at the offices of our service/program providers. Articles are periodically run in area newspapers, including the county-sponsored Citizen News. Further assistance and application packets are available by contacting the Clackamas County Community Development Division (CD) at 503-655-8591. CD staff reviews all applications for assistance and determines program eligibility based on program guidelines.

Agencies and organizations wishing to develop affordable housing projects or programs to benefit HOME-eligible households must discuss their proposal with CD staff. CD staff will assist with identifying service areas, eligible and ineligible beneficiaries, and help with the application process. The Board of County Commissioners determines final approval of HOME funding of affordable housing development or programs. Funding for HOME programs and projects are made available on a first-come, first-served basis.

- (2) *With respect to 24 CFR 91.220(l)(2)(vi), please describe whether you limit the beneficiaries for HOME assistance or give preference to a particular segment of the LMI population as outlined in 24 CFR 91.220(l)(2)(vi)(A) to (D).*

Except for the Tenant Based Rental Assistance Program which limits eligibility to households who are homeless or are at risk of becoming homeless, Clackamas County does not limit HOME assistance to a particular segment of the LMI population.



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 5, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment No. 1 to Local Agency Agreement No. 29996 with
Oregon Department of Transportation for the
Clackamas County Regional Freight Intelligent Transportation System (ITS) Project**

Purpose/Outcomes	Amendment to Local Agency Agreement with ODOT for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project.
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$2,251,198 Federal-Aid STP Funds: \$2,020,000 Road Fund Match (10.27%): \$231,198
Funding Source	Federal-Aid Surface Transportation Program (STP) County Road Fund
Duration	Completion of the Project or ten (10) years following the date of final execution
Previous Board Action	10/02/2014 - BCC Approval to Local Agency Agreement
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project will help grow a vibrant economy and ensure safe communities by improving safety and travel time reliability on major freight corridors in Clackamas County by deploying Intelligent Transportation System (ITS) technologies. 2. Developing Clackamas County Regional Freight Intelligent Transportation System (ITS) Action Plan and implementing high priority projects consisting of traffic signal equipment upgrades and signal re-timing will help address freight mobility (connections to goods and services) and freight related safety.
Contact Person	Bikram Raghubansh, Project Manager 503-742-4706

BACKGROUND:

This is an amendment to the original intergovernmental agreement between Clackamas County and Oregon Department of Transportation (ODOT) to the Clackamas County Regional Freight ITS Project. The scope of the Project is to improve the reliability and safety of the regional freight system by managing freight vehicle delay in known congested areas and improve freight-related roadway design deficiencies within Clackamas County. The project consists of a two part process, which includes the creation of Freight ITS Plan in Phase 1 and Project implementation of that plan in Phase 2.

This amendment will add additional \$1,230,000 to the original \$790,000 Federal-Aid STP funds, bringing the total project estimate from \$880,419 to \$2,251,198. County local match for the project will be \$231,198. Since the Freight ITS Plan is anticipated to identify many more projects than the original funding can address, the additional funds will be used in the implementation of projects identified in the Phase 1 priority list. This additional funding was awarded to the County from Metro's Regional Flexible Funds to address Green Economy and Freight Initiative projects.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Amendment to the original Local Agency Agreement for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project.

Respectfully submitted,

M. Barbara Cartmill

AMENDMENT NUMBER 01
Oregon Department of Transportation
Local Agency Agreement
Clackamas County Regional Freight ITS Project

This is Amendment No. 1 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and Clackamas County acting by and through its elected officials, hereinafter referred to as "Agency" entered into an Agreement on October 15, 2014.

It has now been determined by ODOT and Agency that the Agreement referenced above shall be amended to document the change in the scope and the funding of the original project and to authorize an additional \$1,370,779 in federal STP funds to the total estimated cost of the Project.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement**

TERMS OF AGREEMENT Paragraph 1, Page 1, which reads:

1. Under such authority, State and Agency agree to Agency improving the reliability and safety of the regional freight system by reducing freight vehicle delay in known congested areas and improve freight-related roadway design deficiencies within Clackamas County, hereinafter referred to as "Project." The Project consists of a two part process which includes the creation of Freight ITS Plan in Phase 1 and Project implementation of that plan in Phase 2. The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

Shall be deleted in its entirety and replace with the following:

1. Under such authority, State and Agency agree to Agency improving The Clackamas County Regional Freight Intelligent Transportation System (ITS) Project. To improve reliability and safety of the Freight System, this project will deploy several priority ITS improvements on various routes within Clackamas County. ITS improvements may be deployed on some or all of the following freight corridors and employment areas: 1) Milwaukie Expressway (Highway 224) at Lake Road, Pheasant Court, and Johnson Road intersections; 2) OR Highway 212/OR Highway 224, between McKinley Street to Rock Creek Junction, Jennifer Street / Evelyn Street / 102nd Drive; 3) SE 82nd Drive signalized intersection between the Gladstone Interchange and OR Highway 212/OR Highway 224; 4) Wilsonville North/South I-5 connection at Day Road/Elligsen Road/Boones Ferry Road/95th Ave, Wilsonville Road; and 5) Sunnybrook between 97th Avenue and 82nd Avenue. Potential ITS treatments

include signal system upgrades, traffic surveillance cameras, fiber optic communication systems, enhanced traveler information website, freight way finding signs, over height vehicle active warning systems, enhancements at low vertical clearance underpasses, at-grade rail crossing surfacing improvements, weight in motion sensors and radar video counters. The location of the Project is approximately as shown on the detailed map attached hereto, marked "Revised Exhibit A," and by this reference made a part hereof.

TERMS OF AGREEMENT Paragraph 2, Page 1, which reads:

2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$880,419, which is subject to change. STP urban funds for this Project will be limited to \$880,419. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

Shall be deleted in its entirety and replace with the following:

2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$2,251,198, which is subject to change. STP urban funds for this Project will be limited to \$2,020,000. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds. **Agency shall be responsible for all remaining costs of the work it incurs, including the 10.27% match for all eligible costs, any nonparticipating costs, and all costs in excess of the available federal funds.**
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications 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.

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

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), Key #18001 and Key #19277 by this reference, as subsequently approved by amendment to the STIP on February 11, 2016.

Clackamas County, by and through its
elected officials

By _____

Date _____

By _____
Recording Secretary

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____

Recipient Contact:

Bikram Raghubansh
Senior Traffic Engineer
150 Beaver Creek
Oregon City, OR 97045
503-742-4706
bikramrag@co.clackamas.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief
Engineer

Date _____

By _____
State Roadway Engineer

Date _____

By _____
Region 1 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Bonnie Heisch,
Senior Assistant Attorney General

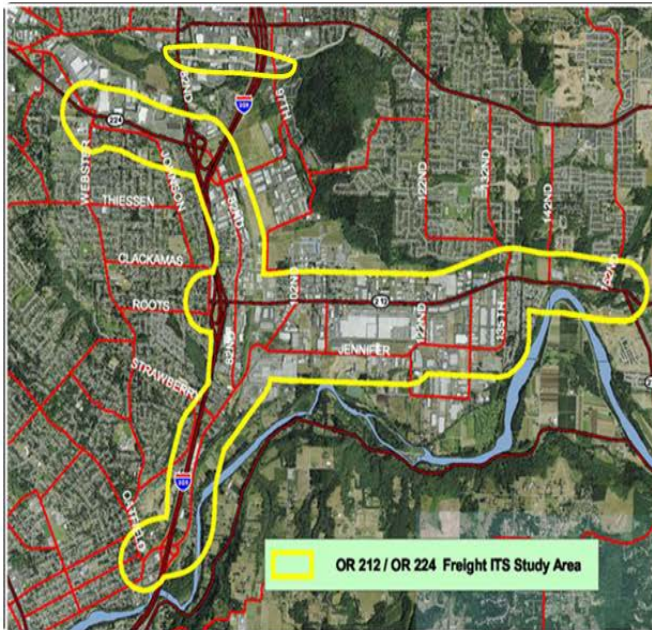
Date: _____

ODOT Contact:

Mahasti Hastings
123 NW Flanders Street
Portland, OR 97209
503-731-8595
mahasti.v.hastings@odot.state.or.us

REVISED EXHIBIT "A"

**Clackamas County
Regional Freight ITS Project**



**OR 212/224 Study Area -
Potential Deployment Area**



**Wilsonville Study Area -
Potential Deployment Area**

Vicinity Map



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Farline Bridge, Inc. for Construction of the
Pudding River (Whiskey Hill Road) Bridge #01559 Project**

Purpose/Outcomes	This contract will provide funding for construction of the Pudding River (Whiskey Hill Road) Bridge #01559 Project.
Dollar Amount and Fiscal Impact	The contract value is \$5,059,500.65
Funding Source	89.73% FHWA Surface Transportation Funds \$ 4,539,889.93 10.27% County Road Funds \$ 519,610.72
Safety Impact	The existing bridge is very narrow and structurally deficient and will be replaced with a new structure meeting current design standards
Duration	Contract signing through 1/31/18
Previous Board Action	04/14/11: BCC Approval of Agreement No. 27472 for design of the subject project 07/18/13: BCC Approval of Agreement No. 27929 for right of way services for the subject project 07/25/13: BCC Approval of Amendment No. 1 to Agreement No. 27472 07/17/14: BCC Approval of Resolution No. 2014-77, Declaring the Necessity and Purpose for Acquisition of Rights of Way and Easements, and Authorizing Negotiations and Eminent Domain Actions for the subject project 09/11/14: BCC Approval of Agreement with Marion County to perform right of way negotiations and acquisitions in Marion County for the subject project
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project will help grow a vibrant economy and ensure safe communities by improving safety and reliability on a major arterial roadway in Clackamas County by replacing a structurally deficient bridge. 2. The new bridge will provide strong infrastructure and improve safety for the community by replacing a bridge that is aligned along a horizontal curve with poor sight distance and has a history of accidents.
Contact Person	Joel Howie, Civil Engineering Supervisor – DTD 503-742-4658

BACKGROUND:

As part of the Federal Highway Bridge Program (HBP) and Federal-Aid Surface Transportation Program (STP), Clackamas County received funding for the replacement of the Pudding River (Whiskey Hill Rd) Bridge. The existing Pudding River (Whiskey Hill) Bridge was built in 1931 and

is listed as structurally deficient with a sufficiency rating of 11.5. This project will replace the existing bridge with a new structure that meets current design standards.

On March 9, 2016, staff advertised the Pudding River (Whiskey Hill Road) Bridge #01559 Project for competitive bids. The County received six bids. The lowest responsive and responsible bidder was Farline Bridge, Inc. with a bid of \$5,059,500.65. The project is expected to begin at contract signing and be substantially complete by June 14, 2017. The contract will be complete by January 31, 2018, which allows for plant establishment.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board approves and signs the contract with Farline Bridge, Inc. for construction of the replacement of the Pudding River (Whiskey Hill Road) Bridge #01559 Project.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Placed on the **May 5, 2016**_agenda by the Procurement Division.



LANE MILLER
MANAGER

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

May 5, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **May 5, 2016** this contract with Farline Bridge, Incorporated for the **Pudding River (Whiskey Hill Road) Bridge #01559** for the Clackamas County Department of Transportation and Development Engineering Division. This project was requested by Joel Howie, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Forty-four bid packets were sent out with ten bids received: Farline Bridge - \$5,059,500.65; MJ Hughes Construction - \$5,316,141.10; Carter & Company - \$5,362,123.50; Stellar J - \$5,597,213.77; Hamilton Construction - \$5,735,568.80; and Cascade Bridge - \$6,116,836.00. After review of all bids, Farline Bridge, Incorporated was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$5,059,500.65. All work shall be completed per the scheduled contract requirements with a contract completion date of January 31, 2018. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 416-7432-02105-481200-22184 for fiscal years 2015/2016, 2016/2017 and 2017/2018.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff

**AGREEMENT WITH FARLINE BRIDGE, INCORPORATED FOR THE PUDDING
RIVER (WHISKEY HILL ROAD) BRIDGE #01559**

THIS CONTRACT, made and entered into in triplicate by and between Clackamas County, hereinafter called "COUNTY" and **FARLINE BRIDGE, INCORPORATED**, hereinafter called "CONTRACTOR", which parties do hereby agree as follows:

Section 1. Incorporation of Full Terms and Conditions: This contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This contract, or any modification of this contract, will not be binding on either party except as signed by authorized agents of both parties.

Section 2. Contract Documents: The complete Contract consists of the following documents, which are incorporated herein by reference: the Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the General Information, Standard Specifications and Special Provisions, the Plans, Drawings and Exhibits, the Agreement including Sections 1-33, the Disadvantaged Business Enterprise Provisions, the Federal Contract Provisions, as well as all documents incorporated by reference therein, and any and all addenda prepared by or at the direction of and adopted by the COUNTY and entitled **PUDDING RIVER (WHISKEY HILL ROAD) BRIDGE #01559** and further identified by the signature of the parties to this agreement and all modifications thereof incorporated in the documents before their execution.

Section 3. Work to be Done: The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in good and workmanlike manner the project entitled **PUDDING RIVER (WHISKEY HILL ROAD) BRIDGE #01559** for the contract price of **\$5,059,500.65** in strict conformity with the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and the work performed and completed in accordance with specifications, and subject to the inspection and approval of the COUNTY.

Section 4. Completion Time and Duration of Contract. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be completed by January 31, 2017, except for temporary work bridge removal, MHMAC Paving, drainage curb, striping, and plant establishment; complete all work by April 20, 2017, except for temporary work bridge removal and plant establishment; complete all work by June 14, 2017, except plant establishment. Complete plant establishment by January 31, 2018 in conformance with 01040.70.** The project is to commence within ten (10) calendar days after the date of Notice To Proceed by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly.

Section 5. Contract Payments: The COUNTY promises and agrees, that upon the performance and fulfillment of the covenants aforesaid, to pay the CONTRACTOR for said work in the manner provided by law and in the specifications the prices fixed in the CONTRACTOR'S Bid Proposal for said work as set forth herein under the Schedule of Bid Prices. Invoices

submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. See Contract Documents Section 8; General Conditions, 00195.50.

Section 6. Permits-Licenses-Safety: The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the COUNTY.

Section 7. Materials-Improvements: Title to materials, improvements and other property, required of the CONTRACTOR by this contract, shall vest in and become the property of the COUNTY at the time such are furnished by the CONTRACTOR and accepted by the COUNTY. Only materials, improvements and property free and clear of liens, claims and encumbrances shall be so furnished by the CONTRACTOR.

Section 8. Responsibility for Work: See Section 8 Contract Documents; General Conditions, 00170.80.

Section 9. Final Inspection: See Contract Documents Section 8; General Conditions, 00150.90.

Section 10. Materials from County Property: The CONTRACTOR shall not take, sell, use, remove or otherwise dispose of any sand, gravel, rock, earth, firewood, and/or other material obtained or produced from within the limits of rights-of-way, gravel pits, rock quarries or other property owned by or held by the COUNTY unless specially authorized by this contract or by written consent of the COUNTY.

Section 11. Prosecution of the Work: The CONTRACTOR shall commence no work under this contract until the CONTRACTOR and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS279C.830 and all other bonding and insurance requirements have been met and a Notice to Proceed has been issued.

Section 12. Emergency Conditions-Suspension of Activities: The COUNTY shall have the authority to suspend, wholly or in part, the activities of the CONTRACTOR and contractors of the CONTRACTORS under this contract for such period or periods of time as the COUNTY may deem necessary when due to a fire hazard emergency caused by climatic conditions or otherwise.

OTHER PAYMENTS

Section 13. Payments, Contributions and Liens:

- (1) Under the provisions of ORS 279C.505 the CONTRACTOR shall:
 - a. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
 - b. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.
- (2) If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.
- (3) Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal 9 percent per annum. The amount of interest may not be waived.
- (4) If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

Section 14. Medical Care: The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury. The CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

LABOR LAWS - WAGE RATES

Section 15. Labor Laws and Prevailing Wages: If the contract is for a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq.), no bid will be received or considered by the public contracting agency unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. are to be complied with. Insofar as applicable to the work to be done under this contract, the CONTRACTOR shall pay prevailing wages and comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279C, which relates to wage rates to be paid on public works. Under such laws, 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 279C.100, 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 forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or (B) for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; and (C) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. Employers must give written notice to employees of the days and hours of required work.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(1) Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor or other person doing or contracting for the whole or any part of the work on this contract, shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(2) In the case of contracts for personal services as defined in ORS 279C.100, employees shall be paid at least time and a half for all overtime worked in excess of forty (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.

INDEMNITY – INSURANCE – BONDS

Section 16. Indemnity: The CONTRACTOR agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

The CONTRACTOR agrees to indemnify, save harmless and defend the STATE OF OREGON, OREGON TRANSPORTATION COMMISSION and the OREGON DEPARTMENT OF TRANSPORTATION, its respective officers, members, agents and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

Section 17. Insurance:

(1) The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$4,000,000 combined single limit per occurrence/\$5,000,000 general annual aggregate for personal injury and property damage for the protection of the 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 in any way related to this contract. The general aggregate shall apply separately to this project/location. The COUNTY, at its option, may require a complete copy of the above policy.

(2) If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

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

(4) The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

(5) The certificate of insurance, other than the worker's compensation and pollution liability insurance shall include the COUNTY as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32-61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days 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.

The certificate of insurance, other than the worker's compensation and pollution liability insurance shall include the STATE OF OREGON, the OREGON TRANSPORTATION COMMISSION and the OREGON DEPARTMENT OF TRANSPORTATION, its respective officers, members, agents and employees as a scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such

insurance shall provide sixty (60) days 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

(6) The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.

(7) The CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the CONTRACTOR under this Agreement, unless this requirement is expressly modified or waived by the COUNTY.

Section 18. Bonds: The CONTRACTOR agrees to furnish to the COUNTY bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the COUNTY. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS279C.830

Section 19. Acceptance of Bond and Insurance: The bond and insurance required by this contract shall be furnished to the COUNTY within 10 days of the date of this contract, and no operation shall be started prior to written acceptance of said bond and insurance by the COUNTY.

ADMINISTRATION OF CONTRACT

Section 20. Extension of Time: See Contract Documents Section 8; General Conditions, 00180.60 and 00180.80.

Section 21. Alterations in Details: See Contract Documents Section 8; General Conditions, 00140.30.

Section 22. Adjustment of Contract: Notwithstanding any other provisions of this contract, the COUNTY may, pursuant to Oregon law, make adjustments in the contract when material effect upon the volume and value of work to be done under the contract is caused by major catastrophes or disasters resulting from act of God, windstorms, floods, fire or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of the CONTRACTOR or the representatives, employees or contractors of the CONTRACTOR. Such adjustments may be made to place the parties in their original status under the contract, insofar as possible; provided, however, that any loss or cost to third parties is in no way recoverable from the COUNTY through action or otherwise by third parties, and provided, further, the CONTRACTOR make written application to the COUNTY within 30 days after the event.

Section 23. Violations, Suspension and Cancellation: See Contract Documents Section 8; General Conditions, 00180.70.

Section 24. Subletting of Contract: See Contract Documents Section 8; General Conditions, 00180.20 and 00180.21.

Section 25. Assignment of Contract: See Contract Documents Section 8; General Conditions, 00180.05.

Section 26. Notices: See Contract Documents Section 8; General Conditions, 00140.40, 00150.30, 00180.60 and 00199.20.

Section 27. Authorized Representative: During any period of operations or activity on the project entitled **PUDDING RIVER (WHISKEY HILL ROAD) BRIDGE #01559**, and during any period of doing the work required by this contract on location, the CONTRACTOR shall have a designated representative or representatives available to the COUNTY on the area or work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the CONTRACTOR any notice or instructions from the COUNTY and to take such action as may be required in regard to performance of the CONTRACTOR under this contract. The COUNTY shall designate to the CONTRACTOR, the AUTHORIZED REPRESENTATIVE, or his designee as authorized field representative who shall be authorized to receive notices, inspect progress of work, and issue instructions in regard to performance under the terms of this contract.

Section 28. Inspection: The COUNTY, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the

CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

Section 29. Removal of Equipment and Materials: It is understood and agreed that the CONTRACTOR, upon completion of the requirements of this contract, is to promptly remove from the work location, and other property owned or controlled by the COUNTY, all equipment, materials and other property the CONTRACTOR has placed or caused to be placed thereon that is not to become the property of the COUNTY. It is further understood and agreed that any such equipment, materials and other property that are not removed within 30 days after the day this contract terminates, or within such longer time as may be agreed upon in writing between the CONTRACTOR and the COUNTY, shall become the property of the COUNTY and may be used or otherwise disposed of by the COUNTY without obligation to the CONTRACTOR or to any party to whom the CONTRACTOR may transfer title. Nothing in this section shall be construed as relieving the CONTRACTOR from an obligation to clean up, and to burn, remove, or dispose of debris, waste materials, and such, in accord with other provisions of the contract.

Section 30. Liability of Public Officials: In carrying out any of the provisions of this contract, or in exercising any power or authority granted under this contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, its employees, and its authorized representatives, either personally or as public officials and employees; it always being understood that in such matters they act as agents and representative of the COUNTY.

Section 31. Laws, Regulations and Orders, and Tax Law Covenant:

(1) The CONTRACTOR at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the CONTRACTOR under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the CONTRACTOR.

(2) The CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Any violation shall entitle the COUNTY to terminate this Contract, to pursue and recover any all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the CONTRACTOR, in an amount equal to the COUNTY's setoff right, without penalty; and
- c. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The COUNTY shall be entitled to recover any and all damages suffered as the result of the CONTRACTOR's breach of this Contract, including

but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and the COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

(3) The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, to the CONTRACTOR's property, operations, receipts, or income, or to the CONTRACTOR's performance of or compensation for any work performed by the CONTRACTOR;
- c. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by the CONTRACTOR; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Section 32. Description of a CONTRACTOR: The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

(1) The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

(2) This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System)

(3) The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 33. 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

The undersigned, by its signature, agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Farline Bridge, Incorporated
PO Box 149
Stayton, OR 97383

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS

Authorized Signature

Chair

Name, Title (Printed)

Recording Secretary

Date

Date

Telephone / Fax Number

194787
CCB License Number

APPROVED AS TO FORM

786089.90
*Oregon Business Registry Number

County Counsel

DBC Oregon
Entity Type / State of Formation

Date

*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.

DRAFT

Approval of Previous Business Meeting Minutes:

April 7, 2016

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, April 7, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

EXCUSED Commissioner Tootie Smith

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION

1. Presentation of National Government Month and Outreach
Tim Heider, Public & Government Affairs presented the staff report. He stated April is National County Government Month and this year's theme is Ensuring Safe and Secure Counties, which is closely aligned with the Counties Strategic Goal identified in Performance Clackamas. He introduced a short video about the Counties response to the Hepatitis A incident last February at the Sandy movie theater. He and the Commissioners recognized and honored the dedicated staff who participated in the response. A photo of staff with the Commissioners was taken at the end of the presentation.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – Discussed the economy, IP28 and concerns about the government.

~Board Discussion~

III. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title, he then asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of a Professional Services Agreement with Folk Time, Inc. for Peer Support Services at the Centerstone Crisis Clinic - *Behavioral Health*
2. Approval of a Medicaid Group Provider Agreement with FamilyCare, Inc. for Primary Care and Mental Health Services – *Health Centers*

B. Finance Department

1. Approval of a Contract with Brockamp & Jaeger Inc. for the Silver Oak Building Tenant Improvement Project

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

IV. COUNTY ADMINISTRATOR UPDATE

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

V. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 10:55 AM

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



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Contract with HDR Engineering Inc. for Consulting Services for Engineering Design and Construction Plans for the Boyer Drive Extension Project

Purpose/Outcomes	This amendment will allow the HDR to incorporate additional design elements into the project that were not originally contemplated.
Dollar Amount and Fiscal Impact	The original contract was \$619,748.00. This amendment will increase the amount by \$156,467.00.
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District – no County General Funds are involved.
Duration	This contract amendment will extend the contract with HDR until March 31, 2017.
Previous Board Action	The Board of County Commissioners previously approved the design contract with HDR on October 23, 2014.
Strategic Plan Alignment	Ensure Safe, Healthy and Secure Communities Build a Strong Infrastructure
Contact Person	David Queener, Development Agency Program Supervisor 503.742.4322
Contract No.	N/A

BACKGROUND:

HDR is currently under contract to prepare roadway design plans, specifications and cost estimates for the Boyer Drive Extension Project. Boyer Drive will be extended from 82nd Avenue to Fuller Road with a new roadway, bike lanes, storm drainage, sidewalks, lighting and landscaping. The Fuller Road-King Road intersection will also be modified as part of this project.

The current contract amount of \$619,748.00 was based on a scope of work that made certain assumptions with regard to needed right of way acquisition, existing conditions and design elements. As design progressed, it became evident that there were elements that were either outside the original scope of work or required additional analysis. This included:

- A much more complicated existing storm system that is sub-standard for existing and future conditions.
- Additional property impacts due to the preferred design, which required more right of way files than anticipated.
- Incorporation of a cycle track design to connect to the planned Monroe Street improvement project.

- Design of a new pedestrian crossing at King Road that is needed due to the intersection modifications.

These additional scope items increased the amount of time needed to complete the design, which requires the contract to be extended until March 31, 2017.

Staff and HDR have negotiated the attached amended scope of work and related fee of \$156,467.00. This amendment will allow HDR to continue with design and have all construction related documents ready for a February 2017 bid advertisement.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve and sign the contract amendment with HDR Engineering Inc. in order to incorporate additional design elements into the Boyer Drive extension project.

Respectfully submitted,

Dan Johnson, Manager
Development Agency

Placed on the _____ Agenda by the Purchasing Division



LANE MILLER
MANAGER

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

May 5, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of May 5, 2016, this Amendment #1 to the contract with HDR Engineering Inc. for **Consulting Services for Engineering Design & Construction Plans for the Boyer Drive Extension Project**. This amendment was requested by David Queener, Project Manager. The original contract amount was \$619,748.00. Amendment #1 will increase the contract amount by \$156,467.00 to cover the scope of work detailed in Attachment "A". The new total contract amount is not to exceed \$776,215.00. The term of the contract is extended through March 31, 2017. This amendment is in compliance with LCRB Rule C047-0800 and has been reviewed and approved by County Counsel. Funds are available in account line 450-7491-00-481200-30088.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff

**AMENDMENT #1 TO THE CONTRACT DOCUMENTS WITH HDR ENGINEERING
INC. FOR CONSULTING SERVICES FOR ENGINEERING DESIGN AND
CONSTRUCTION PLANS FOR THE BOYER DRIVE EXTENSION PROJECT**

This Amendment #1, when signed by **HDR ENGINEERING INC.** (“Contractor”) and the Board of County Commissioners, Acting as the Governing Body of the Development Agency (“Agency”), will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the Contractor and Agency entered into those certain contract documents for the provision of services dated **OCTOBER 23, 2014**, as may be amended (“Contract”);

WHEREAS, the Contractor and Agency desire to amend the Contract pursuant to this Amendment; and

NOW, THEREFORE, the Agency and Contractor hereby agree that the Contracts are amended as follows:

ADD:

SECTION 6 AGREEMENT FORM

Section II Services To Be Provided

Add the Scope of Work per Attachment “A”.

CHANGE:

SECTION 6 AGREEMENT FORM

Section I Compensation

Extend the term of the contract through March 31, 2017. Increase the contract compensation by \$156,467.00. The new total contract amount is not to exceed \$776,215.00.

ORIGINAL CONTRACT	\$619,748.00
<u>AMENDMENT #1</u>	<u>\$156,467.00 Time Extension</u>
TOTAL CONTRACT AMOUNT	\$776,215.00

Except as set forth herein, the Agency and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

HDR Engineering Inc.
1001 SW 5th Avenue, Suite 1800
Portland, OR 97204

CLACKAMAS COUNTY BOARD OF
COMMISSIONERS Acting as the Governing
Body of the Development Agency by:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

503-423-3700 503-423-3737
Telephone Number / Fax Number

APPROVED AS TO FORM

210656-28
*Oregon Business Registry #

County Counsel

FBC Nebraska
Entity Type / State of Formation

Date

*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.