

# AGENDA

**Thursday, September 8, 2016 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2016-89

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

**II. PUBLIC 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. First Reading of Ordinance No. \_\_\_\_\_ Amending Chapter 2.07 Compliance Hearings Officer of the Clackamas County Code (Stephen Madkour, County Counsel)

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

**A. Health, Housing & Human Services**

1. Approval of a New Grant Agreement with the National Alliance on Mental Illness of Clackamas County (NAMI), for Continuing the Latino Outreach Project – *Health Centers*
2. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Crisis Respite Services – *Behavioral Health*
3. Approval of an Agency Service Contract with Northwest Family Services for Evidence-Based Parenting Education Classes – *Children, Youth & Families*
4. Approval of an Agency Service Contract with Lifeworks Northwest for Evidence-Based Parenting Education Classes – *Children, Youth & Families*
5. Approval of Contract 30732-CC, Modification #2 with Ride Connection, Inc. to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*

**B. Disaster Management**

1. Approval of Amendment No, 2 to Subrecipient Grant Agreement No. 16-023 with the Department of Forestry, North Cascades District for Fire Prevention Coordination - *Procurement*

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Amendment to the Local Grant Agreement with the Children’s Center of Clackamas County – *District Attorney*
3. Approval of an Authorization to Purchase Public Safety Communication Equipment and Service from Motorola Solution Inc. – *CCSO through Procurement*

**D. County Counsel**

1. Approval of an Agreement Conveying Land to ODOT for the OR 213 (82<sup>nd</sup> Ave.): King Rd. - Mt. Scott Creek Bridge Project

**IV. SERVICE DISTRICT NO. 5**

1. Board Order No. \_\_\_\_\_ Certifying the 2016-2017 Assessment Roll for Clackamas County Service District No. 5

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. 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](http://www.clackamas.us/bcc/business.html)**



**Stephen L. Madkour**  
County Counsel

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

September 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

First reading of an ordinance amending  
Chapter 2.07 Compliance Hearings Officer of the Clackamas County Code

<b>Purpose/Outcomes</b>	Authorize amendments to Code Ch. 2.07 to allow for administrative warrants
<b>Dollar Amount and Fiscal Impact</b>	Costs associated with administrative warrants are expected to be nominal
<b>Funding Source</b>	County General Fund
<b>Duration</b>	Indefinite until amended or repealed
<b>Previous Board Action</b>	Board discussed in policy session on July 5, 2016.
<b>Strategic Plan Alignment</b>	Build public trust through good government; Consistent, uniform, fair and effective responses to achieve compliance with county code provisions
<b>Contact Person</b>	Stephen Madkour, County Counsel x 5391

**Background:**

Pursuant to County Code Chapter 1.01.100, the County Counsel is responsible for maintaining and updating the County Code. A Code Update Committee periodically meets to consider Code changes that are either proposed by staff, citizens, or identified by members of County Counsel as necessary or appropriate.

The Code Update Committee has approved several proposed changes to the County Code for Board consideration on a variety of topics. The most recent concerns code enforcement and the issuance of administrative warrants.

Presently the County has no ability to access and inspect private property unless the owner voluntarily agrees to allow access. As a general rule, the government may not enter private property without first obtaining a warrant. There are exceptions, such as consent to inspect, emergencies, and open field or plain view. Absent these exceptions, government needs to obtain an administrative warrant to search private property.

Under Oregon Statutes, some government agencies have explicit authority to enter property or obtain administrative search warrants. Counties are not provided with this specific authority. Consequently, a County needs to establish probable cause to obtain an administrative warrant.

The probable cause may be based not only on specific evidence of an existing violation but also on a showing that reasonable legislative or administrative standards for conducting a routine, periodic or area inspection are satisfied with respect to the location or there is probable cause to believe that the condition of nonconformity with health and safety regulations.

The process to obtain an administrative warrant would be carefully circumscribed. It is anticipated that administrative warrants would be the exception and not the rule, and sought only in the most challenging of situations. By Board direction, the administrative warrant would be available only in the limited situation of marijuana-related operations and those properties considered to be chronic nuisances.

**Recommendation:**

Staff recommends the Board of County Commissioners complete a first reading of the attached ordinance and schedule a second reading for September 22, 2016.

Respectfully submitted,

Stephen L. Madkour  
County Counsel

**ORDINANCE NO. \_\_-2016**

**An Ordinance Amending Clackamas County Code  
Chapter 2.07 Compliance Hearings Officer**

WHEREAS, Clackamas County currently does not have the ability to access and inspect private property unless the owner voluntarily agrees to allow access; and

WHEREAS, Clackamas County needs to obtain an administrative warrant to search private property;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Chapter 2.07 Compliance Hearings Officer is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

## **Chapter 2.07**

### **2.07 COMPLIANCE HEARINGS OFFICER**

#### **2.07.010 Philosophy and Purpose**

Clackamas County's philosophy on code enforcement is to first take the approach of voluntary compliance and use an enforcement approach only as a last resort. To implement this philosophy, a protocol has been developed as the basis for the enforcement of the code. The approach is to develop solutions based on individual situations and provide broad-based public education. The assumption of the Board of Commissioners is that education of citizens regarding the requirements of our codes will solve most issues and our contacts with affected citizens will be to take an understanding and helpful approach to resolving potential enforcement issues.

The purpose of this chapter is to implement this philosophy and provide the prompt, effective, and efficient enforcement of the Clackamas County Zoning and Development Ordinance and the following chapters of this code: the Clackamas County Solid Waste and Waste Management chapter, the Application and Enforcement of the Clackamas County Building Code chapter, specifically including all administrative rules and referenced provisions of Section 9.02.040 of that chapter, the Excavation and Grading chapter, the Road Use chapter, and the Abatement of Dangerous Buildings chapter, Chronic Nuisance, and the Graffiti chapter. The Office of Compliance Hearings Officer is hereby created. The Compliance Hearings Officer shall act on behalf of the Board of County Commissioners in considering and applying regulatory enactments and policies set forth in this chapter. The Compliance Hearings Officer shall be appointed by the Board of County Commissioners to serve at the pleasure of, and shall be paid a fee for service fixed by, the Board of County Commissioners.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2000, 10/12/00; Amended by Ord. 4-2003, 3/13/03; Amended by Ord. 07-2008, 12/18/08]

#### **2.07.020 Jurisdiction Of Compliance Hearings Officer**

The Compliance Hearings Officer shall have jurisdiction and authority to enforce the chapters cited in Section 2.07.010. In cases filed by the County with the Hearings Officer, the Hearings Officer's decision shall be the County's final determination. Judicial review of the Hearing Officer's decision may be sought before the Clackamas County Circuit Court as provided by Section 2.07.130.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 42003, 3/13/03]

#### **2.07.030 Process for Enforcement of Code**

- A. Review of Reports - Sufficiency
  - 1. Statement of Facts. When an alleged violation is reported to the County, staff shall evaluate the complaint and conduct a preliminary investigation to identify

- the priority level, established by policy of the Board of County Commissioners, into which the violation falls. The County shall prepare a statement of the facts and shall review the facts and circumstances surrounding the alleged violation.
2. Sufficiency of Evidence. The County shall not proceed further with the matter if it is determined that there is not sufficient evidence to support the allegation, or if the County determines that it is not in the best interest of the County to proceed. [Added by Ord. 4-2003, 3/13/03]
- B. Voluntary Compliance Agreement.
1. The County may enter into a written voluntary compliance agreement with respondent before or after a citation is issued. The agreement shall include the required corrective action, time limits for compliance and shall be binding.
  2. The fact that a person alleged to have committed a violation enters into a voluntary compliance agreement shall not be considered an admission of having committed the violation for any purpose.
  3. The County will delay further processing of the alleged violation during the time allowed in the voluntary compliance agreement for the completion of the required corrective action. The County shall take no further action concerning the alleged violation if all terms of the voluntary compliance agreement are satisfied, other than steps necessary to terminate the proceedings against respondent. [Added by Ord. 4-2003, 3/13/03]
- C. Failure to Comply with Voluntary Compliance Agreement. Failure to comply with any term of the voluntary compliance agreement constitutes a separate violation, and shall be handled in accordance with the procedures established by this chapter, except no further notice after the voluntary compliance agreement has been signed need be given before further enforcement proceedings are initiated. The County may also proceed on the alleged violation that gave rise to the voluntary compliance agreement. [Added by Ord. 4-2003, 3/13/03]
- D. Citation and Forfeiture; Abatement Requirements.
1. The County may issue respondent a citation for committing the violation and may require the respondent to abate the violation and/or enter into a voluntary compliance agreement within a specified time period. The citation shall contain the same information required to be included in the complaint by section 2.07.040, and the forfeiture amount to be paid as a result of committing the violation.
  2. Respondent may admit the existence of a violation by paying the forfeiture amount and correcting the violation. Payment of the forfeiture does not relieve respondent of the requirement to correct the violation. If the violation is disputed, respondent may request a hearing before the Compliance Hearings Officer, as described in this chapter.
  3. Citations may be served by personal service on respondent. Citations may also be served by certified mail, return receipt requested through the United States Postal Service.
  4. The County, in its discretion, may proceed directly into the state court system in any matter to secure compliance with the requirements of this Code. [Added by Ord. 4-2003, 3/13/03]
- E. Administrative Compliance Fee

Beginning on the date that the county verifies a violation, it may assess respondent(s) an administrative compliance fee every thirty days, or fraction thereof, until the violation is abated. The administrative fee shall be set by resolution of the Board of County Commissioners and found in Appendix A to this code. The county, in its discretion, may waive all or some of the assessed administrative compliance fees if respondent(s) promptly and voluntarily abate all violations identified on the property. [Added by Ord. 02-2013, 6/6/13]

F. Immediate Remedial Action

If the County determines that the alleged violation presents an immediate danger to the public health, safety or welfare, the County may require immediate remedial action. If the County is unable to serve a citation on the respondent or, if after such service the respondent refuses or is unable to remedy the violation, the County may proceed to remedy the violation by any means available under law. [Added by Ord. 4-2003, 3/13/03; renumbered by Ord. 02-2013, 6/6/13]

G. Administrative Warrants

The County is authorized to enter and inspect property believed to be operating in violation of County Code provisions subject to this Chapter. The Board of County Commissioners has made a policy decision to limit the scope and application of administrative warrants to those situations involving marijuana-related operations or those properties considered to be chronic nuisances as set forth in Chapter 6.08 of this Code. In order to obtain an administrative warrant, the County will proceed as follows:

1. Prepare an affidavit in support of request for administrative warrant. The affidavit should describe the purpose for the inspection or search and explain why the warrant is necessary. The warrant should describe the property to be inspected, the manner of the inspection, and the timeframe for conducting the inspection.
2. Present the circuit court judge with the affidavit and warrant.
3. If the judge signs the warrant, make a copy and take both the original and copy of the warrant to the property to be entered to execute the warrant.
4. County representatives shall be accompanied by a sworn member of the Sheriff's Office.
5. Upon arrival at the premises to be inspected, the County representative authorized to execute the warrant should tell the resident or person in apparent control his or her identity, authority, and purpose for being there.
6. The person executing the warrant should read the warrant out loud and give a copy of the warrant to the person in apparent control of the property. On the original warrant, note the date and time of entry onto the property and sign.
7. If the property is unoccupied or there is no one in apparent control, the person executing the warrant should post a copy of the warrant on the property, note on the posted warrant the date and time of entry, and sign the note.
8. Make copies of the original executed warrant for the County's file.
9. After execution, return the original warrant to the issuing judge along with a Return of Administrative Warrant.

**2.07.040 Request For Hearing/Initiation of Proceedings**



- A. Respondent may initiate a proceeding before the Compliance Hearings Officer by providing a written request for a hearing. If a request for a hearing is filed, the County shall file a complaint with the Compliance Hearings Officer. The County may, for any violation, file a complaint with the Compliance Hearings Officer before or after a citation is issued. The complaint shall contain the following: name and address of respondent (s); address or location of the alleged violation; nature of violation, including ordinance provision, County Code provisions, statute or administrative rules section violated; relief sought; and department initiating procedure. Employees of the County's Department of Transportation and Development are authorized to sign and file complaints on behalf of the County.
- B. In a case in which a citation has been issued and the respondent does not wish to contest the existence of the violation and there is economic or financial hardship, respondent may appeal only the forfeiture amount imposed by the citation by initiating a proceeding before the Compliance Hearings Officer. The only issue before the Compliance Hearings Officer in such a proceeding is whether the respondent establishes sufficient economic or financial hardship to justify reduction of the forfeiture amount.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

#### **2.07.050 Notice of Hearing**

- A. The notice shall contain a statement of the time, date, and place of the hearing. A copy of the Complaint and the Statement of Rights described in Section 2.07.060 shall be attached to the notice. Notice shall be mailed or delivered at least 15 days prior to the hearing date.
- B. The Compliance Hearings Officer shall cause notice of the hearing to be given to the respondent(s) either personally or by registered mail with return receipt requested. Notice may be delivered to the property or to the mailing address of the owner of the property as listed on the County tax roll. Notice is considered complete on the date of personal delivery or upon deposit in the U.S. mail.
- C. The failure of any person to receive notice properly given shall not invalidate or otherwise affect the proceedings under this Chapter.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

#### **2.07.060 Statement of Rights**

- A. The Compliance Hearings Officer shall inform each party in writing of the following matters:
  - 1. A general description of the hearing procedure including the order of presentation of evidence, what kinds of evidence are admissible, whether objections may be made to the introduction of evidence and what kind of objections may be made, and an explanation of the burdens of proof or burdens of production of evidence;
  - 2. That a record shall be made of the proceedings and the manner of making the record and its availability to the parties;
  - 3. The function of the record-making with respect to the perpetuation of the testimony and evidence and with respect to any appeal from the order of the Compliance Hearings Officer;

4. Whether an attorney will represent the County in the matters to be heard and the respondent's right to be represented by an attorney at their expense;
  5. The title and function of the Compliance Hearings Officer, including the effect and authority of the Compliance Hearings Officer's determination; and,
  6. That the decision of the Compliance Hearings Officer may be appealed as described in Section 2.07.130, and that the appellant shall pay all costs of the appeal including costs for preparation of a transcript.
- B. The failure to give notice of any item specified in Subsection A of this Section shall not invalidate any order of the Compliance Hearings Officer unless on review a court finds that the failure affects the substantive rights of one of the parties. In the event of such a finding, the court shall remand the matter to the Compliance Hearings Officer for a reopening of the hearing and shall direct the Compliance Hearings Officer as to what steps shall be taken to remedy any prejudice to the rights of any party.
- [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

#### **2.07.070 Procedure In Compliance Hearings**

- A. Hearings to determine whether a violation has occurred shall be held before the Compliance Hearings Officer. The County must prove the violation alleged by a preponderance of the admissible evidence.
- B. Unless precluded by law, informal disposition of any proceeding may be made, with or without a hearing, by stipulation, consent order, agreed settlement, or default.
- C. A Party may elect to be represented by counsel at his/her own expense and to respond to and present evidence and argument on all issues involved.
- D. A Party may request that a hearing be held telephonically. The Compliance Hearings Officer has the discretion to grant or deny a request for a telephonic hearing for any reason.
- E. A Party may request that an appeal to the Compliance Hearings Officer be conducted solely based on written submissions by the parties, without a hearing. The Compliance Hearings Officer may grant a request for appeal based only on written submissions if, and only if, all parties agree in writing to waive a hearing and to proceed through written submission only.
- F. An order adverse to a party may be issued upon default only upon a prima facie case made on the record before the Compliance Hearings Officer.
- G. Testimony shall be taken upon oath or affirmation of the witness. The Compliance Hearings Officer may administer oaths or affirmations to witnesses.
- H. The Compliance Hearings Officer shall issue subpoenas to any party upon showing of general relevance and reasonable scope of the evidence sought. Witnesses appearing pursuant to subpoena, other than the parties or officers or employees of the County, shall receive fees and mileage as prescribed by law for witnesses in civil actions from the party requesting their testimony. Any party requesting the issuance of a subpoena shall pay applicable fees and mileage at the time the issuance of a subpoena is requested.
- I. If any person fails to comply with any subpoena so issued, or any party or witness refuses to testify on any matters on which he/she may be lawfully interrogated, a judge of the Circuit Court for Clackamas County, on the application of the Compliance Hearings Officer, or of the party requesting the issuance of the subpoena, may compel obedience

by proceedings for Contempt as in the case of disobedience of the requirements of subpoena issued from such court or a refusal to testify therein.

- J. The Compliance Hearings Officer shall place on the record a statement of the substance of any written or oral ex parte communications made to the Compliance Hearings Officer on a fact in issue during the pendency of the proceedings. The Compliance Hearings Officer shall notify the parties of the communication and of their right to rebut such communications.
- K. The record of the case shall include:
  - 1. All pleadings, motions, and intermediate rulings;
  - 2. Evidence received;
  - 3. Stipulations;
  - 4. A statement of matters officially noticed;
  - 5. Questions and offers of proof, objections, and ruling thereon;
  - 6. A statement of any ex parte communications on a fact in issue made to the Compliance Hearings Officer during the pendency of the proceedings;
  - 7. Proposed findings and exceptions; and
  - 8. The final order prepared by the Compliance Hearings Officer.
- L. A verbatim, written or mechanical record shall be made on all motions, rulings, and testimony. The record need not be transcribed unless requested for purposes of court review. The Compliance Hearings Officer shall charge the party requesting transcription the cost of transcription in advance. Failure to pay the transcription fees shall constitute a separate ground for denial of review of the decision of the Hearings Officer.
- M. Enforcement proceedings before the Compliance Hearings Officer shall be conducted in accordance with the procedure set forth in this Chapter. The Compliance Hearings Officer may promulgate reasonable rules and regulations, not inconsistent with this Chapter, concerning procedure and the conduct of hearings.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

### **2.07.080 Presentation of Evidence**

- A. Irrelevant, immaterial, or unduly repetitious evidence shall be excluded. Erroneous rulings on evidence shall not preclude action by the Compliance Hearings Officer unless shown on the record to have substantially prejudiced the rights of a party. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs shall be admissible. The Compliance Hearings Officer shall give effect to the rules of privilege recognized by law.
- B. All evidence shall be offered and made a part of the record in the case, and except for matters stipulated to and except as provided in Subsection D of this Section, no other factual information or evidence shall be considered in the determination of the case. Documentary evidence may be received in the form of copies or excerpts or by incorporation by reference. The burden of presenting evidence to support a fact or position in a contested case rests on the proponent of the fact or position.
- C. Every party shall have the right of cross-examination of witnesses who testify and shall have the right to submit rebuttal evidence.
- D. The Compliance Hearings Officer may take notice of judicially recognizable facts, and the Compliance Hearings Officer may take official notice of general, technical, or

scientific facts within the specialized knowledge of County employees. Parties shall be notified at any time during the proceeding, but in any event prior to the final decision, of material officially noticed and they shall be afforded an opportunity to contest the facts so noticed.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/3/03]

### **2.07.090 Powers Of The Compliance Hearings Officer**

- A. The Compliance Hearings Officer shall order a party found in violation to comply within such time as the Compliance Hearings Officer may by order allow. The order may require such party to do any and all of the following:
1. Make any and all necessary repairs, modifications, and/or improvements to the structure, real property, or equipment involved;
  2. Obtain any and all necessary permits, inspections and approvals;
  3. Order compliance as appropriate under the State Building Code, as defined in ORS 455.010(8);
  4. Install any equipment necessary to achieve compliance;
  5. Pay to Clackamas County a civil penalty, the amount of which shall be determined by the Compliance Hearings Officer within the range established by the Board of County Commissioners pursuant to Section 2.07.120;
  6. Reimburse Clackamas County for actual costs incurred in conjunction with the enforcement action;
  7. Pay the administrative compliance fee described in Section 2.07.030(E);
  8. Order the eviction of any tenant from any property on which there exists a violation. Such an eviction will be performed in compliance with Oregon law;
  9. Abate or remove any nuisance;
  10. Change the use of the building, structure, or real property involved;
  11. Pay a reduced forfeiture amount;
  12. Undertake any other action reasonably necessary to correct the violation.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03; Amended by Ord. 04-2010, 4/22/10; Amended by Ord. 02-2013, 6/6/13]

### **2.07.100 Orders Of The Compliance Hearings Officer**

- A. Every order adverse to a party to the proceeding shall be in writing or stated in the record and may be accompanied by an opinion.
- B. Findings of fact and conclusions of law shall accompany a final order. The findings of fact shall consist of a concise statement of the underlying facts supporting the findings as to each contested issue of fact and as to each ultimate fact required to support the Compliance Hearings Officer's order.
- C. The Compliance Hearings Officer shall notify the respondent of a final order by delivering or mailing a copy of the order and any accompanying findings and conclusions to the respondent or, if applicable, the respondent's attorney of record. The Compliance Hearings Officer shall issue a final order within 14 days from the conclusion of the hearing.

- D. Every final order shall include a citation of the ordinance or title, chapter and section under which the order may be judicially reviewed.
- E. A final order shall become effective ten calendar days after the date it is signed by the Compliance Hearings Officer unless a party makes objections to the form of the order before it becomes effective. If objections are made, the final order shall become effective on the date the Compliance Hearings Officer signs the amended final order, or the date the Compliance Hearings Officer states in writing that the final order will not be amended.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

#### **2.07.110 Enforcement Of Compliance Hearings Officer Orders**

- A. Fines and costs are payable upon the effective date of the final order declaring the fine and costs. Fines and costs under this Chapter are a debt owing to the County, pursuant to ORS 30.460, and may be collected in the same manner as any other debt allowed by law. If fines or costs are not paid within 60 days after payment is ordered, the County may file and record the order for payment in the County Clerk Lien Record.
- B. The County may institute appropriate suit or legal action, in law or equity, in any court of competent jurisdiction to enforce the provisions of any order of Compliance Hearings Officer, including, an action to obtain judgment for any civil penalty imposed by an order of the Compliance Hearings Office pursuant to Section 2.07.090.5 and/or any assessment for costs and administrative compliance fees imposed pursuant to Sections 2.07.090.A.6 and 2.07.090.A.7.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

#### **2.07.120 Civil Penalty**

The civil penalties for this chapter of the Code, that may be imposed by the Compliance Hearings Officer, shall be set by resolution of the Board of County Commissioners

[Added by Ord. 04-2003, 3/13/03; Amended by Ord. 04-2010, 4/22/10]

#### **2.07.130 Judicial Review**

Review of the final order of a Compliance Hearings Officer under this Chapter by any aggrieved party, including Clackamas County, shall be by writ of review as provided in ORS 34.010 - 34.100, unless the Hearings Officer makes a land use decision, in which case the land use decision may be reviewed by the Land Use Board of Appeals pursuant to ORS Chapter 197.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

September 8, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a new Grant Agreement with the  
National Alliance on Mental Illness of Clackamas County (NAMI),  
for continuing the Latino Outreach Project

<b>Purpose/Outcomes</b>	This Agreement provides National Alliance on Mental Illness of Clackamas County (NAMI) with funds to continue their outreach effort to Latinos living within Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$60,000.
<b>Funding Source</b>	County General Funds will be used.
<b>Duration</b>	Effective upon signature and terminates on October 31, 2016
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure Safe, health and secure communities
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Deborah Cockrell, Health Centers Director – 503-742-5495
<b>Contract No.</b>	7926

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a Grant Agreement with the National Alliance on Mental Illness of Clackamas County (NAMI) to provide funds to continue their outreach efforts to Latinos living within Clackamas County. Specifically, identifying and recruiting Latino volunteer leaders in the community, conducting deFamilia a Familia (Family to Family) classes, arranging Compartiendo Esperanza (Sharing Hope) presentations, and working to develop a program to increase recruitment, improve retention and better recognize potential volunteers.

The maximum contract value is \$60,000. This contract is effective upon signature and continues through October 31, 2016. This contract has been reviewed by the County Counsel on August 18, 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, and Human Services

GRANT AGREEMENT  
FOR  
Latino Outreach Project

Contract # 7926

This Grant Agreement for the Latino Outreach Project (this “Grant Agreement”) is between CLACKAMAS COUNTY (“COUNTY” OR “GRANTOR”) and National Alliance on Mental Illness of Clackamas County (NAMI) (“GRANTEE”) in an amount not to exceed \$60,000.

**RECITALS:**

WHEREAS, National Alliance on Mental Illness of Clackamas County has requested a contribution to continue the Latino Outreach in our county;

WHEREAS, it is anticipated that the continuation of this program will improve the quality of life for everyone impacted by mental health issues through support, education, and advocacy.; and

WHEREAS, Clackamas County through its' Department of Health, Housing and Human Services has adequate funds in its' current budget to support a grant of \$60,000 to support this project.

NOW THEREFORE, the parties agree as follows:

**I. ACTIONS TO BE TAKEN BY GRANTEE**

In consideration of the grant funds provided by the GRANTOR, GRANTEE agrees to perform the following action, and to spend the grant funds in the following way:

- Identify and recruit a core of Latino volunteer leaders for NAMI Spanish language programs
- Conduct deFamilia a Familia classes (Family to Family)
- Compartiendo Esperanza presentations (Sharing Hope)
- Write or translate at least one article of interest in Spanish for each edition of the NAMI Clackamas newsletter (six times a year)
- Develop a volunteer program using best practices for recruiting, retaining and recognizing volunteers
- Increase the number of volunteers working with NAMI Clackamas by 10%

Program Reporting requirements:

- Provide list of leaders
- Provide list of dates and deFamilia a Familia classes conducted
- How many Compartiendo Esperanza (Sharing Hope) presentations performed
- Provide copies of articles translated
- Provide a copy of the volunteer recruitment and retention plan
- Provide statistics demonstrating the number of increased volunteers

Reports to be submitted by September 30, 2017 to:

COUNTY: Ed Johnson, Clackamas County H3S  
Health Centers Division  
2051 Kaen Road, Suite 367  
Oregon City, OR 97045

## II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: During the term of this Grant Agreement, GRANTEE shall use its best efforts to mention the County's grant funding in publicity regarding the programs that will be supported by the grant funds.
- B. Records: GRANTEE will maintain all records for the program. Those records, as well as general organizational and administrative information, will be made available to the COUNTY Grant Manger or other designated persons upon request;
- C. COUNTY Grant Manager: The COUNTY Grant Manager for this grant is Ed Johnson, (503) 742 5325.
- D. GRANTEE Project Manager: The GRANTEE Manager is Michele Veenker, (503) 349-7622, michele@namicc.org.
- E. Amendment: The COUNTY Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the County's agreed-to contribution or financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the GRANTEE and the COUNTY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the Board of County Commissioners ("BCC).
- F. Billings/Invoices/Payment: The COUNTY Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other COUNTY actions referred to herein in accordance with this Agreement.
- G. Report: GRANTEE will complete and submit to the COUNTY Grant Manager a report summarizing the expenditure of funds granted by the County and total project expenditures no later than thirty (30) days after the completion of the project.

## III. PAYMENTS

- A. GRANTEE will receive its funding as follows: After the Grant Agreement becomes effective, GRANTEE will submit an invoice for the full amount of the grant to the COUNTY Grant Manager for approval. The County will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. This will be a direct payment, not an advance, to the GRANTEE.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not (i) use grant funds as required herein, (ii) provide required services or (iii) take any actions required by the Grant Agreement, the COUNTY may, at its option, terminate, reduce or suspend any grant funds that



have not been paid and may, at its option, require GRANTEE to immediately refund to the COUNTY the amount improperly expended or received by GRANTEE.

- C. This funds provided under this Grant Agreement shall not be used for any other purpose than those specified in this agreement.
- D. The GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the COUNTY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.

#### **IV. GENERAL GRANT PROVISIONS**

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner its obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the COUNTY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
  - 1. During the 30 day period COUNTY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the County to pay additional grant funds to Grantee.
  - 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
  - 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the COUNTY, become the property of the COUNTY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The COUNTY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the COUNTY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The COUNTY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial

status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the COUNTY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- E. ACCESS TO RECORDS. GRANTEE shall provide the COUNTY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for three years after the COUNTY makes final payment and all other pending matters are closed.
- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to COUNTY. The COUNTY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for three years from the date of completion or termination of this Grant Agreement.
- G. AUDIT. The COUNTY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the COUNTY within 60 days of notice to the Grantee.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the COUNTY and the COUNTY's elected officials, officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors' work under this Grant Agreement.
- I. WORKERS' COMPENSATION INSURANCE.
  - 1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the COUNTY such further certification of worker's compensation insurance a renewals of said insurance occur.

J. LIABILITY INSURANCE.

1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the COUNTY and its commissioners, officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence/\$3,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the COUNTY and its commissioners, officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the COUNTY Project Manager. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE, or GRANTEE shall obtain at GRANTEE'S expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage. The combined single limit per occurrence shall not be less than \$1,000,000. GRANTEE shall maintain on file with the COUNTY Project Manager a certificate of insurance certifying the coverage required. The adequacy of the insurance shall be subject to the approval of County Counsel. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the COUNTY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the COUNTY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's

contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the COUNTY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.

- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the COUNTY, and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the COUNTY and are not eligible for any benefits through the COUNTY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No COUNTY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No COUNTY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the COUNTY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations.
- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Grantee shall obtain an independent audit of the GRANTEE's financial statements. Two copies of all required financial audits or reviews shall be submitted to the County Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this Grant Agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This Grant Agreement contains the entire agreement between the COUNTY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The COUNTY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the County Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.

- T. **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Grant Agreement. The Grant Agreement may only be enforced by the parties.
- U. **ASSIGNMENT:** This Grant Agreement cannot be assigned or transferred by GRANTEE without the prior written permission of COUNTY.
- V. **COUNTERPARTS:** The parties agree the County and GRANTEE may conduct this transaction, including any amendments, through one or more counterparts and by facsimile or electronic means, including the use of electronic signatures, which collectively shall be deemed a single document.
- W. **NOTICE:** All notices under this Grant Agreement shall be sent to GRANTEE at the following address:

GRANTEE: Michele Veenker, National Alliance on Mental Health,  
10202 SE 32<sup>nd</sup> Ave., Suite 501,  
Milwaukie, OR 97222

COUNTY: Ed Johnson, Clackamas County H3S  
Health Centers Division  
2051 Kaen Road, Suite 367  
Oregon City, OR 97045

**V. TERM OF GRANT**

The terms of this Grant Agreement shall be effective when executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received COUNTY funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than October 31, 2016.

**CLACKAMAS COUNTY**

**NATIONAL ALLIANCE ON MENTAL HEALTH**

\_\_\_\_\_  
Name: Richard Swift  
Title: Director, H3S

\_\_\_\_\_  
Name: Michele Veenker  
Title: Executive Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Counsel's Office

September 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with  
Cascadia Behavioral Healthcare for Crisis Respite Services

<b>Purpose/Outcomes</b>	Provides crisis respite services and outpatient mental health services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum payment is \$325,580.00
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates on June 30, 2017
<b>Previous Board Action</b>	The board previously approved this agreement on December 3, 2015. Agenda Item: 120315-A2
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
<b>Contract No.</b>	7852

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with Cascadia Behavioral Healthcare for crisis respite services. The Crisis Respite Program is a five bed facility developed in partnership with Washington County through a shared RFP to provide support, medication dispensing, and close monitoring for voluntary clients who require short-term, intensive support to prevent further decompensation or to divert from a higher level of care. Washington County will fund three beds and Clackamas County Behavioral Health Division will fund two beds. The program shall provide a safe environment with 24/7 awake staff. Transition planning and clinical services will be provided by the client's treatment provider or respective County's Intensive Transition Team (ITT) Program. Such services are provided to persons enrolled in services through Clackamas County Behavioral Health Division.

The contract is effective July 1, 2016 and continues through June 30, 2017. County Counsel reviewed and approved this contract on June 28, 2016.

This contract is retroactive as the contractor did not return it signed until after the effective date.

**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 Department

*Healthy Families. Strong Communities.*

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

[Clackamas.us/h3s](http://Clackamas.us/h3s)

# AGENCY SERVICE CONTRACT

Contract # 7852

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and CASCADIA BEHAVIORAL HEALTHCARE Hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority, and "this agreement" means Contract #7852 and all exhibits.

## CONTRACT

### 1.0 Engagement

COUNTY hereby engages AGENCY to **Adult Crisis Respite services** as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein.

### 2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2016** and shall terminate **June 30, 2017** unless terminated by one or both parties as provided for in paragraph 6.0 below.

### 3.0 Compensation and Fiscal Records

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

Maximum contract payment to AGENCY shall not exceed **\$325,580.00**

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

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

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

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

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

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

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

#### 4.0 Manner of Performance

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

4.1.1 AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of AGENCY'S warranty, in this Contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle AGENCY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- (i) Termination of this Contract, in whole or in part;
- (ii) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
- (iii) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'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.
- (iv) These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

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

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

4.5. Tax Laws. The AGENCY 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:

- (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;



- (ii) Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
- (iii) Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
- (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**5.0 General Conditions**

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

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

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

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

5.2.1 Commercial General Liability

- Required by COUNTY                       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$3,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

- Required by COUNTY                       Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$2,000,000, or AGENCY shall obtain at AGENCY expense, and keep in effect during the term of the contract, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.

5.2.3 Professional Liability

- Required by COUNTY                       Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$3,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

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

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

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

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

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

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

5.2.9 Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

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

5.2.11 Waiver of Subrogation. AGENCY agrees to waive their rights of subrogation arising from the work performed under this contract.

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

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

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

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

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

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

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

5.9.1 AGENCY shall:

- (i) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
- (ii) Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
- (iii) Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

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

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

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

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

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

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

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

## 6.0 Termination

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

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

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

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

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

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

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

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

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

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

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

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

7.0 Notices

If to AGENCY:

Cascadia Behavioral HealthCare  
PO Box 8459  
Portland, OR 97207

If to COUNTY:

Clackamas County Behavioral Health Division  
Attention: Contracts and Credentialing Analyst  
2051 Kean Road, #154  
Oregon City, OR 97045

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

- Exhibit A Definitions
- Exhibit B Scopes of Work
- Exhibit C Compensation
- Exhibit D Statement of General Conditions
- Attachment 1 Invoice Template

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

**CASCADIA BEHAVOIRAL HEALTHCARE**

**CLACKAMAS COUNTY**

By:   
Derald Walker, CEO/President

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

8/26/2016  
Date

**Signing on Behalf of the Board:**

**Mailing: PO Box 8459**  
Street: 847 NE 19<sup>th</sup> Ave – Suite 100  
**Portland, Oregon 97207**  
City/State/Zip  
(503) 963-7766 / (503) 963-7711  
Phone / Fax

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department

\_\_\_\_\_  
Date

## EXHIBIT A DEFINITIONS

Whenever used in this Agency Services Contract, the following terms shall have the meanings set forth below:

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health

AGENCY: entity contracted by COUNTY

AGENT: Employee, volunteer, intern or other contract-ee of AGENCY.

Allowable Costs: costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this contract

CCO: Coordinated Care Organization is an entity that has been certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care services

Community Outcome Management and Performance Accountability Support System (COMPASS): the AMH project to implement a new contracts system, roll out an optional free electronic health records systems (OWITS), and enhance the collection of data through MOTS

Contract or Agreement: this Agency Services Contract between COUNTY and AGENCY for the provision of services.

COUNTY: Clackamas County Behavioral Health Division

Covered Services: medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of Health Services" and limited in accordance with OAR 410-141-3420, "Billing and Payment" for OHP Members. The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the Clackamas County Health Share of Oregon/Clackamas Participation Agreement and OARs. Covered Services may also refer to authorized services provided to uninsured, indigent clients.

DEPARTMENT: AMH contracts with COUNTY to establish and finance community mental health and addition programs; COUNTY, in turn, subcontracts certain services to AGENCY

DHS: Department of Human Services of the State of Oregon

Federal Funds: funds paid to AGENCY under this contract that are received from an agency, instrumentality or program of the Federal government of the United States

Health Share of Oregon: a Coordinated Care Organization serving Oregon Health Plan enrollees of Clackamas, Multnomah and Washington Counties.

Individual: an individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

Mental Health Services: treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others

Medicaid: Federal funds received by OHA under the Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of State medical assistance program by OHA

Mis-expenditure: money, other than an over-expenditure disbursed to AGENCY by COUNTY under this contract and expended by AGENCY that:

- (a) is identified by the Federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal government has requested reimbursement by the State of Oregon and whether in the form of a Federal determination of improper use of Federal funds, a Federal notice of disallowance, or otherwise; or

- (b) is identified by the COUNTY, State of Oregon or OHA as expended in a manner other than that permitted by this contract, including without limitation, any money expended by AGENCY, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) is identified by the COUNTY, State of Oregon or OHA as expended on the delivery of a service that did not meet the standards and requirements of this contract with respect to that service

Measures and Outcomes Tracking System (MOTS): the AMH data system that stores client data submitted by AGENCY and/or COUNTY

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

OHA: the State of Oregon, acting by and through its Oregon Health Authority.

OHP Member: an individual found eligible by a division of the Oregon Department of Human Services to receive services under the OHP (Oregon Health Plan) Medicaid Demonstration Project or State Children's Health Insurance Program and who is enrolled with COUNTY as Health Share of Oregon/Clackamas.

Oregon Web Infrastructure for Treatment Services (OWITS): is 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data, and 2) a system to manage the AMH services

Primary Source Verification: verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner. Examples of primary source verification include, but are not limited to, direct correspondence, telephone verification and internet verifications.

Third Party Resources: any individual, entity, or program that is, or may be, liable to pay all or part of the cost of any Covered Service furnished to an OHP Member, including but not limited to: private health insurance or group health plan; employment-related health insurance; medical support from absent parents; workers' compensation; Medicare; automobile liability insurance; other federal programs such as Veteran's Administration, Armed Forces Retirees and Dependent Act, Armed Forces Active Duty and Dependents Military Medical Benefits Act, and Medicare Parts A and B; another state's Title XIX, Title XXI or state-funded Medical Assistance Program; and personal estates.

Valid Claim: an invoice, in the form of a CMS 1500 claim form, submitted for payment of covered health services rendered to an eligible client that is submitted within the required 120 days from the date of service or discharge and that can be processed without obtaining additional information from the provider of the service or from a third party. A valid claim is synonymous with the federal definition of a clean claim as defined in 42 CFR 447.45(b).

## EXHIBIT B SCOPES OF WORK

### Adult Crisis Respite

#### 1. Program Description

The Crisis Respite Program in Washington County is a five bed facility developed in partnership with COUNTY to provide support, medication dispensing, and close monitoring for voluntary clients who require short-term, intensive support to prevent further decompensation or to divert from a higher level of care. Washington County will fund three beds and COUNTY will fund two beds. The program shall provide a safe environment with 24/7 awake staff. Transition planning and clinical services will be provided by the client's treatment provider or respective County's Intensive Transition Team (ITT) Program.

AGENCY will identify, purchase, and maintain the facility, which will be located in Washington County, but easily accessible from COUNTY, such as in the Tigard/Tualatin area.

AGENCY will provide the following services:

- Low barrier, same day admission from 8am – 10pm.
- Room and board, including single rooms, to each individual receiving crisis respite services.
- Medication dispense. All intramuscular medications, such as insulin, will be self-administered by client.
- Licensed Medical Professional (LMP) and nursing oversight.
- Responsive partnering with community mental health provider (or ITT) to develop short-term plan for respite stay.
- Solution-focused interventions and de-escalation as needed.

AGENCY will maintain residential licensing and all required responsibility as determined by OAR 309-035-0600, including documentation and safety requirements. It is recommended that the facility be licensed as an Residential Foster Home (RFH)

AGENCY will staff Crisis Respite with Qualified Mental Health Associates (QMHA's) who will be supervised by a house administrator. The house administrator must be a Qualified Mental Health Professional (QMHP). All services will be provided in a safe, professional, culturally competent, gender-sensitive and language appropriate manner.

The staffing level will be sufficient to allow AGENCY to prioritize client and staff safety and allow for same-day admissions. A house administrator will be present at least 20 hours per week. Staffing will include two staff scheduled at all times, including overnight awake shifts.

AGENCY will follow utilization management processes to obtain authorization for admissions and continued stay.

#### 2. Client Description

Clients who are referred to Crisis Respite may present with a variety of presentations including psychotic disorders, major affective disorders or significant cognitive deterioration, and may be disabled to the extent that their functioning is limited in areas such as employment, interpersonal relationships, community negotiation and attending to personal needs. The client may be in acute crisis, presenting with suicidal ideation, homicidal ideation or thoughts of harming self.

Clients referred to Crisis Respite will either be enrolled in services with a community mental health provider or the ITT Program of the respective county.

Referred clients will also be enrolled in Health Share of Oregon, assigned to Clackamas County.



**3. Medical Necessity**

All services to be provided will be considered medically necessary. Medically necessary services are defined as services which are required for: prevention (including preventing a relapse), diagnosis or treatment of mental disorders; and which are appropriate and consistent with the diagnosis, consistent with treating the symptoms of a mental disorder, appropriate with regard to standards of good practice and generally recognized by the relevant scientific community as effective, not solely for the convenience of the client or provider of the service, and the most cost effective of the alternative services which can be safely and effectively provided to the client in clinician's judgment.

**4. Reporting**

Performance standards will include ninety-five (95%) of referrals being admitted the same day as the initial referral is submitted. AGENCY will track this standard and have it available to COUNTY upon request.

**EXHIBIT C  
 COMPENSATION**

**1. Compensation**

Maximum payment to AGENCY for the term of this contract shall not exceed: **\$325,580.00**

**2. Encounter Data**

AGENCY shall ensure that all Crisis Respite services authorized by COUNTY are encountered through PH Tech, regardless of whether payment is generated.

Refer to Exhibit D, paragraph 4.d. for guidance regarding encounter submissions.

**3. Authorization and Rate**

COUNTY contracts with AGENCY to encounter the following service(s) at the rate(s) listed in the charts below:

Authorization Type	Max \$	Default Term (Length of Auth)	Payment Method CCBHD Primary	Medicare Primary
Adult Facility Respite	Variable	Variable	FFS per rate schedule	Pay pt resp on EOB up to Max \$

Code	Service	Rate	Notes
H0045	Adult Crisis Respite	\$446	Per Diem

**4. Method of Payment for respite beds:**

AGENCY shall submit **itemized invoices** for the services provided the prior month by the 10<sup>th</sup> day of each month. The invoice shall include the contract # **7852**. AGENCY may use the invoice template provided in Attachment 1. In order to receive payment, AGENCY must indicate the following information on each invoice:

For the **two respite beds allocated** to COUNTY:

- each occupancy during the month
- the name of the client who occupied each bed and
- the dates of occupancy for each client during the month
- total amount due for **two respite beds allocated** to COUNTY.

For each additional bed used by COUNTY due to overflow that are **not originally allocated** to COUNTY:

- each occupancy during the month
- the name of the client who occupied each bed and
- the dates of occupancy for each client during the month
- total amount due for **overflow occupancy of respite beds not allocated** COUNTY

AGENCY will also indicate on each invoice if **respite beds allocated** to COUNTY were occupied by residents of Washington County for the purpose of overflow:

- each occupancy during the month
- the dates of occupancy for each client during the month

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

Submit Invoices to:

Clackamas County Behavioral Health Division  
 Attn: Accounts Payable  
 2051 Kaen Road, 154  
 Oregon City, Oregon 97045

Or electronically to:

[BHAP@co.clackamas.or.us](mailto:BHAP@co.clackamas.or.us)

When submitting electronically, designate AGENCY name and contract # **7852** the subject of the e-mail.

**EXHIBIT D  
STATEMENT OF GENERAL CONDITIONS**

**1. Interpretation and Administration of Agreement**

AGENCY acknowledges that this agreement between COUNTY and AGENCY is subject to the underlying Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement between Health Share of Oregon and COUNTY, the Health Plan Services Contract between the Oregon Health Authority and Health Share of Oregon, the Oregon Revised Statutes concerning the Oregon Health Plan, and other applicable Oregon statutes and administrative rules concerning mental health services. If AGENCY believes that any provision of this agreement or COUNTY's interpretation thereof is in conflict with Federal and State statutes or regulations, AGENCY shall notify COUNTY in writing immediately.

AGENCY agrees to provide medically necessary services within the scope of its practice and license (hereinafter referred to as "services") to individuals assessed as having an eligible mental health condition specified in the Oregon Health Plan "Prioritized List of Mental Health Conditions", can benefit from those services, and as described below when authorized by COUNTY's treatment authorization process. AGENCY shall provide services in accordance with OAR 410-141-3120 "Operations and Provision of Health Services"; OAR 410-141-3420 "Billing and Payment"; and all DHS Rules in OAR Chapter 309 and any other administrative rules to which AGENCY is subject, as such rules may be amended from time to time. These laws, rules and regulations, are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated. Services provided under this agreement are to be within the scope of AGENCY's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services.

**2. General Performance Standards**

COUNTY shall monitor services provided by AGENCY and has the right to require AGENCY's compliance with OHA and Health Share of Oregon established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement. AGENCY will notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the conditions stated in this agreement.

a) Licenses and Certifications

By signing this agreement, AGENCY assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of AGENCY's employees and independent AGENCYs providing direct service and for all of AGENCY's facilities in which services are provided. AGENCY assures that it is certified under OAR 309-012-0130 – 309-012-0220 or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services. AGENCY will promptly notify COUNTY of the initiation of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations as well as any changes in AGENCY's practice ownership or business address, along with any other problem or situation that may relate to the ability of AGENCY to carry out the duties and obligations of this contract.

b) Eligibility and Authorization of Services

AGENCY shall verify eligibility and enrollment of clients prior to providing and billing for service and obtain authorization for the provision of covered services as necessary and appropriate according to COUNTY policies and procedures. AGENCY shall participate in the COUNTY concurrent review process. AGENCY understands that authorization for services will be based upon this review process.

c) Quality Assurance and Utilization Review

AGENCY shall cooperate with, and participate in, COUNTY's quality assurance and utilization review programs. AGENCY shall also participate in Health Share of Oregon quality initiatives as developed. Further, AGENCY shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided to clients.

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

d) Contractual Compliance

AGENCY shall ensure that all providers and staff employed or contracted by AGENCY who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

e) Provider Appeal Process

AGENCY shall have the right to appeal actions by COUNTY or decisions concerning interpretation of the Health Share of Oregon/Clackamas Risk Accepting Entity Agreement as they apply to this agreement. Appeals shall be made in writing.

Appeals related to administrative or clinical decisions and all other matters shall be made to COUNTY Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

**3. Clinical Standards**

a) Clinical Guidelines

AGENCY shall adopt clinical guidelines that inform mental health practitioners, clients, family members and advocates with evidence-based information about mental illness and appropriate treatment options. Clinical guidelines should be based on a systematic evaluation of research evidence; be designed to assist, rather than dictate, clinical decision-making; and are to be applied on a case-by-case basis. Such guidelines should provide recommendations for appropriate care based on scientific evidence and professional consensus; support for professional standards, quality improvement activities and education; and a basis for comparing current practice to evidence-based best practices. AGENCY shall make such guidelines available to COUNTY upon request.

b) Outcome Measure

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

c) Coordination of Care

AGENCY shall develop, implement and participate in activities supportive of a continuum of care that integrates mental health, addiction and physical health interventions in ways that are seamless and whole to the client. Integration activities may span a continuum ranging from communication to coordination to co-management to co-location to the fully integrated, person-centered health care home.

i) To insure appropriate coordination of services to enrolled individuals, AGENCY shall collaborate with allied agencies in the local service area, including but not limited to primary care clinics, housing authorities, chemical dependency agencies, juvenile justice, school districts, and Department of Human Resources, Child Welfare programs. AGENCY will make every effort to obtain a signed Release of Information at the onset of treatment, notifying the service partner in writing of preliminary diagnosis and prescribed medications, notifying of any major changes or medical complications that occurred during the course of treatment and notifying upon termination of treatment.

ii) AGENCY shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:

(1) AGENCY shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. AGENCY shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning and the development of community resources to aid in the timely discharge and community placement of the client. AGENCY shall assure an appointment with an appropriate provider within seven (7) days of discharge from acute care, sub-acute care or psychiatric residential treatment care.

- (2) AGENCY shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.
- (3) AGENCY shall refer clients for a Level of Service Intensity Determination Screening when a higher intensity of service appears warranted.
- (4) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.

d) Crisis Response

AGENCY will be responsible for twenty-four hour, seven days a week crisis response for their enrolled individuals. AGENCY shall establish and follow a system for appropriate and timely response to emergency needs of individuals. During the period of service, AGENCY shall respond to all enrolled client emergencies. "Emergency" shall mean the sudden onset of a mental health condition manifesting itself by acute symptoms and one or more of the following circumstances are present:

- (1) the client is in imminent or potential danger of harming himself or others as a result of an eligible condition;
- (2) the client shows symptoms, e.g., hallucinations, agitation, delusions, etc., resulting in impairment in judgment, functioning and/or impulse control severe enough to endanger his or her own welfare or that of another person; or
- (3) there is an immediate need for Services as a result of, or in conjunction with, a very serious situation such as an overdose, detoxification, potential suicide or violence.

AGENCY will have a system of crisis response to individuals enrolled in their program. At a minimum, AGENCY will have a clinician available by phone for consultation at all times. This clinician shall be familiar with the case or shall have the ability to contact clinician(s) familiar with the case.

AGENCY shall provide 24-hour, seven day per week telephone or face-to face crisis support coverage as outlined in OAR Chapter 309. Crisis services must include 24 hour, seven days per week capability to conduct, by or under the supervision of a QMHP, an assessment resulting in a Service Plan that includes the crisis services necessary to assist the individual and family to stabilize and transition to the appropriate level of care.

e) Standards of Care

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

- i) Provide services in a manner that assures continuity and coordination of the health care services provided to each client;
- ii) Accept clients for treatment on the same basis that AGENCY accepts other clients and render services to clients in the same manner as provided to AGENCY's other clients. AGENCY shall not discriminate against clients because of source of payment, race, ethnicity, gender, gender identity, gender presentation, sexual orientation, national origin, ancestry, religion, creed, marital status, familial status, age, except when program eligibility is restricted to children, adults or older adults, source of income, disability and diagnosis;
- iii) Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition. AGENCY shall comply with access standards as set forth in OAR 410-141-3220 "Accessibility";
- iv) Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- v) Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;

- vi) Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;
- vii) AGENCY shall employ a system of internal review to evaluate the care being provided within the agency, to modify service plans, adjust level of care being provided and consider duration of treatment. AGENCY will have a system of internal utilization management to assure that services are provided within the authorization maximum dollar amount, when applicable;
- viii) AGENCY shall have written policies and procedures related to consumer complaints as referenced in OAR Chapter 309; and
- ix) Agency shall notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the requirements in the Scope of Work.

#### 4. Encounter Submissions

a) Usual and Customary Charges

AGENCY shall bill COUNTY according to their Usual and Customary fee schedule. AGENCY shall base their Usual and Customary charges on a cost study that is updated annually.

b) Compensation

AGENCY shall be reimbursed at the COUNTY reimbursement rates in effect as of the date of service or billed charges, whichever is less.

c) Third Party Resources and Coordination of Benefits

AGENCY shall bill and collect from liable third party resources prior to billing COUNTY. If both the third party resource and COUNTY reimburse AGENCY for the same service, COUNTY shall be entitled to a refund for the exact amount of duplicate payment received by AGENCY.

AGENCY shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to COUNTY on an individual client basis. AGENCY shall make these records available for audit and review consistent with the provisions upon request.

If AGENCY has knowledge that a client has third-party health insurance or health benefits, or that either client or AGENCY is entitled to payment by a third party, AGENCY shall immediately so advise COUNTY.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", COUNTY reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. COUNTY may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

d) Encounter Data

AGENCY shall submit to COUNTY accurate and complete encounter data in the form of a CMS 1500 claim form for each contact with a client. To encounter data and receive payment, when applicable, AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech). AGENCY shall use its best efforts to supply encounter data once a month, and shall in all cases, supply encounter data no later than 120 calendar days after a contact with a client in accordance with OAR 410-141-3420, "Billing and Payment". Each encounter claim shall include such information as required in the Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement and meet specifications as a Valid Claim. AGENCY shall use the most current DSM Multi-Axial Classification System. DSM codes shall be reported at the highest level of specificity. Claims may be submitted to PH Tech in either paper or electronic format.

PH Tech shall pay AGENCY on behalf of COUNTY, by the 45<sup>th</sup> business day after a valid claim is received, fee-for-service payments as specified in section 1 above. COUNTY shall have no obligation to make payment to AGENCY if AGENCY fails to obtain a valid authorization to provide services, fails to verify eligibility for Covered Services and the individual is not an eligible client on the date of service, if the services provided are not Covered Services, or if AGENCY fails to submit fee-for-service bills within 120 calendar days of the date of service. The timely filing requirement is extended to 12 months

when there is a Third Party Resource as the primary payer and to 12 months when Medicare is primary. To be considered for payment, claims resubmission requests submitted by AGENCY must be received by PH Tech within 120 days of the date of the first denial.

e) Non-Covered Services

AGENCY shall follow OAR 410-141-3420, "Billing and Payment", when submitting fee-for-service claims for services provided to OHP Members that are not Covered Services.

f) Payment in Full

Except as expressly provided below, payments to AGENCY made by COUNTY for services provided under the terms of this agreement shall constitute payment in full. OAR 410-141-3420, "Billing and Payment", AGENCY shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against OHA or any client for services contracted hereunder, either during the term of this agreement or at any time later, even if COUNTY becomes insolvent. This provision shall not prohibit collection for non-covered services that may be the responsibility of the client or any permitted co-pays, co-insurance, deductibles or any other cost sharing, if any and as applicable. AGENCY may bill and collect separately for those costs which are lawfully the responsibility of the client. When combined with all sources of payment, COUNTY's payment to AGENCY shall not exceed the reimbursement amount in effect as of the date of service.

g) Overpayments

Any payments made by COUNTY to which AGENCY is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by AGENCY within thirty (30) calendar days of the discovery, in accordance with OAR-410-120-1280, "Billing" and OAR 410-120-1397, "Recovery of Overpayments to Providers – Recoupments and Refunds". AGENCY must not seek payment from clients for any covered services, except any coinsurance, co-payments, and deductibles expressly authorized by OAR-410-120 or OAR-410-141. A client cannot be billed for services or treatment that have been denied due to provider error (e.g. required documentation not submitted, prior authorization not obtained, non-covered diagnosis, etc.).

**5. Staff Standards**

a) COUNTY delegates to AGENCY the credentialing and re-credentialing of employed and contracted staff, volunteers and interns who provide and/or oversee services to clients under this agreement. Pursuant to OAR 410-141-3120 "Operations and Provision of Health Services", AGENCY must, at a minimum, obtain and verify documents that provide evidence of primary source verification of credentials as follows:

- (i) Appropriate education and academic degrees, as required;
- (ii) Licenses or certificates, as required;
- (iii) Relevant work history or qualifications, as required;
- (iv) Completion of a successful criminal history records check through the Background Check Unit, a Shared Service of the Department of Human Services and the Oregon Health Authority and compliant with ORS 181A.200. and OAR 943-007-0001 to 943-007-0501;
- (v) Positive clearance by the National Practitioner Data Bank;
- (vi) Positive clearance through the General Services Administration System for Award Management (SAM) at time of hire and monthly thereafter; and
- (vii) Positive clearance through the Office of Inspector General's List of Excluded Individuals/Entities at time of hire and monthly thereafter.

AGENCY shall not permit any person to provide services under this agreement if that person is listed on the non-procurement portion of the General Service Administration's SAM in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (2 CFR Part 180).

In addition, AGENCY shall not permit any person to provide services under this agreement who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any

lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 "Program Integrity – Medicare and State Health Care Programs Subpart B". AGENCY may not submit claims for services provided after the date of such exclusion, conviction or termination.

AGENCY assures that all AGENCY employees and independent AGENCYs providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licensed or registered pursuant to OAR 410-141-3120. AGENCY shall not allow services to be provided by an employee or independent AGENCY who does not have a valid license or certification required by state or federal law.

AGENCY ensures that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements.

COUNTY reserves the right to review, upon reasonable notice and at AGENCY's site, the actual documents describing the credentials of AGENCY's employees and independent AGENCYs for purposes of verification.

## 6. Recordkeeping

### a) Clinical Records, Access and Confidentiality

#### (i) Clinical Records.

AGENCY shall ensure maintenance of recordkeeping consistent with OAR 410-141-3180, "Record Keeping and Use of Health Information Technology." The clinical record shall fully document the mental condition of the client and the services received by the client under this agreement. All clinical records relevant to this agreement shall be retained for at least seven (7) years after the date of clinical services for which claims are made, encounters reported, final payment is made, or all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven-year-period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven-year-period, whichever is later.

#### (ii) Government Access to Records.

At all reasonable times, AGENCY and its subcontractors shall provide the Center for Medicare and Medicaid Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Department of Human Services Office of Payment Accuracy and Recovery, OHA, COUNTY and all their duly authorized representatives the right of access to AGENCY's financial (including all accompanying billing records), clinical/medical, and personnel records that are directly pertinent to this agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness and timeliness of services provided, and the capacity of AGENCY to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. AGENCY shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.

#### (iii) Confidentiality and Privacy of Records. The confidentiality of information concerning clients is subject to State and Federal guidelines, including but not limited to State (ORS 179.505 through 179.507, ORS 192.502, ORS 411.320, ORS 433.045(3)) and Federal (42 CFR Part 2, 42 CFR Part 431, Subpart F, 45 CFR 205.50) confidentiality laws and regulations. AGENCY and COUNTY shall not use, release, or disclose any information regarding a client for any purpose not directly connected with the administration of this agreement or under Title XIX of the Social Security Act, except with the written consent of the client or, if appropriate, the client's parent or guardian, or unless otherwise authorized by law. AGENCY shall ensure that its agents, employees, officers and subcontractors with access to client records understand and comply with this confidentiality provision.

#### (iv) Release of Information. AGENCY shall assure that COUNTY and any other cooperating health service providers have access to the applicable contents of the client's clinical record when necessary for use in the diagnosis or treatment of the client, to the extent such access is permitted by law. AGENCY shall release mental health service information requested by COUNTY or a provider involved in the care of a client within ten (10) business days of receiving a signed release. Except as provided in ORS 179.505(9), AGENCY shall provide the client or the client's legal



guardian access to client's record and provide copies within ten (10) business days of any request for copies.

- (v) External Review. AGENCY 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 under this agreement in accordance with 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a (a) (27); 42 CFR 431.107(b) (1) & (2); and 42 CFR 457.950(a) (3).

b) Financial Records

AGENCY shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. AGENCY shall make such policies and procedures available to COUNTY upon request.

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

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

AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the Independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy OAR 801-030-0005, the independence rules contained within Governmental Auditing Standards (2011 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

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

Limited Scope and Full Audits shall be completed within nine (9) months of the close of AGENCY's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to COUNTY within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

**7. Reporting**

a) Abuse Reporting

AGENCY shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if AGENCY were a mandatory abuse reporter. If AGENCY is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. AGENCY shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

b) Behavioral Health Electronic Data System

AGENCY shall participate in the Oregon Health Authority (OHA)'s Enhanced Data Capture for all clients receiving Covered Services under this agreement. AGENCY shall submit all data to OHA via formats approved by OHA. AGENCY shall submit data in accordance with OHA timelines.

c) Delivery System Network (DSN) Provider Capacity Report

AGENCY shall submit a DSN Provider Capacity report to COUNTY within thirty (30) days of the effective date of this agreement, identifying all staff and independent AGENCYs who will provide services to clients under this agreement. In addition, the DSN Provider Capacity Report shall be updated and resubmitted monthly to COUNTY.

d) Access to Care

AGENCY shall submit the online regional access report to COUNTY in the prescribed format by the 15<sup>th</sup> of the month following services delivered.

e) Critical Incidents

AGENCY shall report all critical incidents. A critical incident is an unexpected occurrence that occurs on the premises of a program, or one that involves program staff and/or a service delivery activity which results in: death or serious physical or psychological injury, or the risk thereof; clear and present risk to public safety; major illness or accident; act of physical aggression; any other unusual incident that presents a risk to health and safety. Critical incidents also include the death of any clients

**8. Monitoring**

a) Agreement Compliance Monitoring

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

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

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

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

b) External Quality Review

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

**9. Fraud and Abuse**

AGENCY shall comply with, and as indicated, cause all employees and subcontractors to comply with, the following requirements related to fraud and abuse. All elements of this Fraud and Abuse exhibit apply to services provided to uninsured, indigent individuals with the exception of reports to the Medicaid Fraud Control Unit (MFCU) which do not apply to indigent services.

a) General

AGENCY, its employees and subcontractors shall comply with all provisions of the False Claims Act established under sections 3729 through 3733 of title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any Oregon laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in 42 USC 1320a-7b).

AGENCY, its employees and subcontractors shall comply with Oregon laws pertaining to false claims including the following: ORS 411.670 to 411.690 (submitting wrongful claim or payment prohibited; liability of person wrongfully receiving payment; amount of recovery); ORS 646.505 to 646.656 (unlawful trade practices); ORS chapter 162 (crimes related to perjury, false swearing and unsworn

falsification); ORS chapter 164 (crimes related to theft); ORS chapter 165 (crimes involving fraud or deception), including but not limited to ORS 165.080 (falsification of business records) and ORS 165.690 to 165.698 (false claims for health care payments); ORS 659A.199 to 659A.224 (whistle blowing); OAR 410-120-1395 to 410-120-1510 (program integrity, sanctions, fraud and abuse); and common law claims founded in fraud, including Fraud, Money Paid by Mistake and Money Paid by False Pretenses.

AGENCY shall include information in its employee handbooks or other appropriate documents on laws described above, regarding the rights of employees to be protected as whistleblowers.

AGENCY shall further have policies and procedures for detecting and preventing fraud, waste and abuse that shall, at a minimum, include a process for monitoring and auditing files, claims and staff performance.

Entities receiving \$5 million or more annually (under this contract and any other OHP contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and Abuse policies and procedures and inform employees, AGENCYs and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a (a) (68).

Certify when submitting any claim for the provision of OHP services that the information submitted is true, accurate and complete. AGENCY shall acknowledge AGENCY's understanding that payment of the claim will be from Federal and State funds and that any falsification or concealment of a material fact may be prosecuted under Federal and State laws.

b) Fraudulent Billing and False Claims

AGENCY will report verified and suspected cases of fraud and abuse to the Medicaid Fraud Control Unit (MFCU) and COUNTY within five (5) business day of discovery.

If it is determined that services billed by AGENCY were fraudulently billed, or that a false claim was submitted, or that an instance of abuse has occurred, the following disciplinary actions may be taken by COUNTY:

- If abuse is determined, consider restitution of funds based on the severity of the abuse identified.
- If fraud is determined or a false claim verified, require restitution of funds.
- If the action identified is determined to be non-intentional, require a corrective action plan
- Put AGENCY on probationary status and suspend billing authority until the issue is resolved
- Termination of this agreement

COUNTY shall promptly refer all verified cases of Medicaid fraud and abuse to the MFCU, consistent with the Memorandum of Understanding between the State of Oregon Department of Human Services and the MFCU. COUNTY shall also refer cases of suspected Medicaid fraud and abuse to the MFCU prior to verification.

c) Participation of Suspended or Excluded Providers

AGENCY shall ensure that Covered Services may not be provided to clients by the following persons (or their affiliates as defined in the Federal Requisition Regulations):

- (i) Persons who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issues pursuant to Executive Order 12549 or under guidelines implementing such order; and
- (ii) Persons who are currently excluded from Medicaid participation under section 1128 or section 1128A of the Act; and
- (iii) Persons who are currently excluded from providing services under the Oregon Medical Assistance Program.

d) Examples of fraud and abuse that support referral to the MFCU and COUNTY

AGENCY who consistently demonstrates a pattern of intentionally reporting encounters or services that

did not occur. A pattern would be evident in any case where 20% or more of sampled or audited services are not supported by documentation in the clinical records. This would include any suspected case where it appears that the provider knowingly or intentionally did not deliver the service or goods billed;

AGENCY who consistently demonstrates a pattern of intentionally reporting overstated or up coded levels of service. A pattern would be evident by 20% or more of sampled or audited services that are billed at a higher-level procedure code than is documented in the clinical records;

Any suspected case where the AGENCY intentionally or recklessly billed COUNTY more than the usual charge to non-Medicaid recipients or other insurance programs;

Any suspected case where the AGENCY purposefully altered, falsified, or destroyed clinical record documentation for the purpose of artificially inflating or obscuring his or her compliance rating or collecting Medicaid payments otherwise not due. This includes any deliberate misrepresentation or omission of fact that is material to the determination of benefits payable or services which are covered or should be rendered, including dates of service, charges or reimbursements from other sources, or the identity of the client or provider;

Providers who intentionally or recklessly make false statements about the credentials of persons rendering care to clients;

Providers who knowingly charge clients for services that are covered services or intentionally balance-bill a client the difference between the total fee-for-service charge and COUNTY's payment to the AGENCY, in violation of OHA rules.

e) Reporting suspected and verified cases of fraud or abuse

When a verified case of fraud or abuse exists, AGENCY will report the following information to the MFCU and COUNTY within five (5) business day of discovery of the suspected activity:

- Provider Name, Oregon Medicaid Provider Number, address and phone
- Type of provider
- Source and nature of complaint
- The approximate range of dollars involved
- The disposition of the complaint when known
- Number of complaints for the time period.

**Contact Information**

Report to: Medicaid Fraud Control Unit (MFCU)  
Phone: (971)673-1880  
Fax: (971)673-1890  
Address: 1515 SW 5th Ave., Suite 410, Portland, OR 97201

**Contact Information**

Report to: Clackamas Behavioral Health Division  
Contact: Compliance Officer  
Phone: (503)742-5335  
Fax: (503)742-5304  
Address: 2051 Kaen Road, Suite 154, Oregon City, OR 97045

**10. Compliance with Applicable Law**

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

a) Miscellaneous Federal Provisions

AGENCY shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to this contract or to the delivery of work. Without limiting the generality of the foregoing, AGENCY expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this contract: (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 CMHPs, 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 this contract and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 USC 14402.

b) Equal Employment Opportunity

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

c) Non-Discrimination

AGENCY shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. AGENCY shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

AGENCY shall comply with and cause its subcontractors to comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

d) Advance Directives

AGENCY shall provide adult clients with written information on Advance Directive policies and include a description of Oregon law. The written information provided by AGENCY must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. AGENCY must also provide written information to adult clients with respect to the following:

(i) Their rights under Oregon law;

(ii) AGENCY's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.

(iii) AGENCY must inform clients that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

e) Drug Free Workplace

AGENCY shall maintain and cause all subcontractors to maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in AGENCY's workplace. AGENCY shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program. AGENCY will further comply with additional applicable provisions of the Health Share of Oregon Core Contract.

f) Clinical Laboratory Improvement

If applicable to Scope of Work, AGENCY shall and shall ensure that any Laboratories used by AGENCY shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted

under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

g) Clean Air, Clean Water, EPA Regulations

If this agreement, including amendments, exceeds \$100,000 then AGENCY shall comply and cause all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. AGENCY shall include and cause all v to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractors to comply with the federal laws identified in this section.

h) Energy Efficiency

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

i) Resource Conservation and Recovery

AGENCY shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (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. Current guidelines are set forth in 40 CFR Part 247.

j) Audits

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

k) Truth in Lobbying

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

- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of AGENCY, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, AGENCY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (iii) AGENCY shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients and subcontractors shall certify and disclose accordingly.
- (iv) 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 agreement imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

l) Conflict of Interest Safeguards

AGENCY and its subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services

employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For purposes of implementing policies and procedures required in this section, AGENCY shall apply the definitions in the State Public Ethics Law as if they applied to AGENCY for "Actual conflict of interest," ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "client of household," ORS 244.020(12).

AGENCY shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.

"AGENCY" for purposes of this section includes all AGENCY's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with the AGENCY; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them.

AGENCY shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

m) HIPAA Compliance

The parties acknowledge and agree that each of OHA and AGENCY is a "covered entity" for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA and AGENCY shall comply with HIPAA to the extent that any work or obligations of OHA arising under this agreement are covered by HIPAA.

AGENCY shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this agreement and with HIPAA. AGENCY shall comply and cause all subcontractors to comply with HIPAA and all the HIPAA provisions listed in the Health Share of Oregon Core Contract.

HIPAA Information Security. AGENCY shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be 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 this agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.

September 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Agency Services Contract with Northwest Family Services  
for Evidence-based Parenting Education Classes

<b>Purpose/Outcomes</b>	Provide parenting education classes enhance teaching skills and competencies of parents to promote child social/emotional well-being and pre-literacy and pre-numeracy skills
<b>Dollar Amount and Fiscal Impact</b>	Contract has a maximum value of \$8,250. No County General Funds are involved
<b>Funding Source</b>	Oregon Community Foundation
<b>Duration</b>	Effective August 1, 2016 and terminates on June 30, 2017
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Rodney A. Cook 503-650-5677
<b>Contract No.</b>	7923

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Northwest Family Services to provide two parent education and skills training (one English, one Spanish) to a minimum of 26 parents. Classes will improve the quality of parent/child interaction and support healthy child development. Northwest Family Services will also provide childcare at parenting education workshops offered at the Gladstone Center for Children & Families through June 30, 2017.

This agreement has a maximum value of \$8,250. This contract is in a format that is approved by County Counsel. No County General funds are involved. It is effective August 1, 2016 and terminates June 30, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services



**AGENCY SERVICE CONTRACT**  
(Regular Services or Community Development)  
(FY16-17)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, hereinafter called "COUNTY," and **Northwest Family Services** hereinafter called "AGENCY."

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:

Provide **Parenting Education Services** as described in Work Plan Exhibit 1 attached hereto.

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to August 1, 2016. This agreement shall terminate June 30, 2017.

II. COMPENSATION AND RECORDS

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as follows:

On a cost reimbursement basis as described in Exhibit 3, attached hereto.  
Up to a maximum compensation of **\$ 8,250**.

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

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

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

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

AGENCY SERVICE CONTRACT

If an audit discloses that payments to the AGENCY were in excess of the amount to which the AGENCY was entitled, then the AGENCY shall repay the amount of the excess to the COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. To the extent that the CONTRACTOR is negligent, the CONTRACTOR shall indemnify, save harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof (including but not limited to attorney's fees) arising out of our based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees or agents.

- B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

- 1. Commercial General Liability Insurance

Required by COUNTY                       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

- 2. Commercial Automobile Insurance

Required by COUNTY                       Not required by COUNTY

AGENCY SERVICE CONTRACT

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

3. Professional Liability Insurance

Required by COUNTY  Not required by COUNTY

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

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

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

6. Insurance Carrier Rating.

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

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

## AGENCY SERVICE CONTRACT

### 8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

### 9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

### 10. Cross-Liability Clause.

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

- C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
- D. Termination. This contract may be terminated for the following reasons:
1. This contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon 30 days' written notice to the Contractor;
  2. County may terminate this Contract effective upon delivery of notice to Contractor, at at such later date as may be established by the County, if
    - i. Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or
    - ii. Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed;
  3. This Contract may also be immediately terminated by County for default (including breach of Contract) if
    - i. Contractor fails to provide the services or materials called for by this Contract within the time specified herein or any extension thereof; or
    - ii. Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from County, fails to correct such failure within the (10) business days;
  4. If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.
- E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

## AGENCY SERVICE CONTRACT

1. AGENCY shall:
  - (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
  - (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
  - (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
  - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

AGENCY SERVICE CONTRACT

- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

"The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."

"The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."

- G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
- I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

J. Tax Representations & Covenant. AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of AGENCY's warranty, in Section 32 of this Contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to County's setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of AGENCY's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work, Performance Standards, and Work Plan
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget

\_\_\_\_\_  
By

Rose Fuller  
\_\_\_\_\_  
Name (Typed)

Executive Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

6200 SE King Rd  
\_\_\_\_\_  
Street Address

Portland, OR 97222  
\_\_\_\_\_  
City/Zip

(503) 546-9397  
\_\_\_\_\_  
Phone Number

93-0841022  
\_\_\_\_\_  
TIN, FIN or S.S.#

**CLACKAMAS COUNTY**

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

Signing on Behalf of the Board:

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rodney A. Cook, Director  
Children, Youth & Families Division

\_\_\_\_\_  
Date

**EXHIBIT 1**  
**SCOPE OF WORK AND PERFORMANCE STANDARDS**

I. Performance Standards – AGENCY:

1. AGENCY shall meet all performance outcomes as outlined in attached Work Plan
2. AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes.
  - These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.
    - 1st Quarter, Jul 1 – Sep 30: due on Oct 8, 2016
    - 2nd Quarter, Oct 1 –Dec 31: due on Jan 8, 2017
3. **Reflect and Incorporate Equity and Inclusion**
  - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.
4. **Internal Controls**
  - AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before October 31, 2016.
5. **Funder Recognition**
  - AGENCY shall acknowledge the COUNTY's Children, Youth & Families Division when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.
6. **Resource Expansion**
  - AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Children, Youth & Families Division funding.
7. **Use of Grant Funds**
  - No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.
8. **HIPAA Compliance**
  - If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
    - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health



information.

- ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.
- iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

II. Performance Standards - COUNTY:

COUNTY shall:

1. Evaluate the services provided under this contract primarily by quarterly work plan progress reports. And, also may conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program, policies, procedures and files. The COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.
2. Provide technical assistance to the AGENCY in developing activities to address the needs of minority youth, program contract amendments, wellness referrals, collaborative services, community development projects and resources.

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) **Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

**OR**

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total fund advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

## AGENCY SERVICE CONTRACT

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

### 2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

### 3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

### 4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly work plan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures and files. COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.

The AGENCY will gather data necessary to complete quarterly work plan performance and budget, and any other reports required by the COUNTY.

AGENCY SERVICE CONTRACT

The AGENCY will provide the client confidentiality releases necessary to facilitate site visits by the COUNTY.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non-COUNTY funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

*Audits are due 120 days after the end of the contract period.*

6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

**EXHIBIT 3  
BUDGET**

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in

## AGENCY SERVICE CONTRACT

sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

### **ADJUSTMENTS**

AGENCY shall not make major budget adjustments without prior written approval of the COUNTY. AGENCY is to notify the COUNTY of minor budget changes.

Major budget adjustments are defined as:

- Those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- Those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working with the staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

### **BALANCES**

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

September 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Agency Services Contract with LifeWorks Northwest  
for Evidence-based Parenting Education Classes

<b>Purpose/Outcomes</b>	Provide parenting education classes to enhance teaching skills and competencies of parents to promote child social/emotional well-being and pre-literacy and pre-numeracy skills
<b>Dollar Amount and Fiscal Impact</b>	Contract has a maximum value of \$5,000. No County General Funds are involved
<b>Funding Source</b>	Oregon Community Foundation
<b>Duration</b>	Effective August 1, 2016 and terminates on December 31, 2016
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Rodney A. Cook 503-650-5677
<b>Contract No.</b>	7931

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with LifeWorks Northwest to provide one parent education and skills training (English) to a minimum of 12 parents. Classes will improve the quality of parent/child interaction and support healthy child development.

This agreement has a maximum value of \$5,000. This contract is in a format that is approved by County Counsel. No County General funds are involved. It is effective August 1, 2016 and terminates December 31, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**AGENCY SERVICE CONTRACT**  
(Regular Services or Community Development)  
(FY16-17)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, hereinafter called "COUNTY," and LifeWorks Northwest hereinafter called "AGENCY."

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:

Provide **Parenting Education Services** as described in Work Plan Exhibit 1 attached hereto.

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to August 1, 2016. This agreement shall terminate December 31, 2016.

II. COMPENSATION AND RECORDS

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as follows:

On a cost reimbursement basis as described in Exhibit 3, attached hereto.  
Up to a maximum compensation of **\$ 5,000**.

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

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

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

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

AGENCY SERVICE CONTRACT

If an audit discloses that payments to the AGENCY were in excess of the amount to which the AGENCY was entitled, then the AGENCY shall repay the amount of the excess to the COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. To the extent that the CONTRACTOR is negligent, the CONTRACTOR shall indemnify, save harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof (including but not limited to attorney's fees) arising out of our based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees or agents.

- B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

- 1. Commercial General Liability Insurance

Required by COUNTY                       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

- 2. Commercial Automobile Insurance

Required by COUNTY                       Not required by COUNTY



AGENCY SERVICE CONTRACT

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

3. Professional Liability Insurance

Required by COUNTY  Not required by COUNTY

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

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

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

6. Insurance Carrier Rating.

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

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

## AGENCY SERVICE CONTRACT

### 8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

### 9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

### 10. Cross-Liability Clause.

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

- C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
- D. Termination. This contract may be terminated for the following reasons:
1. This contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon 30 days' written notice to the Contractor;
  2. County may terminate this Contract effective upon delivery of notice to Contractor, at at such later date as may be established by the County, if
    - i. Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or
    - ii. Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed;
  3. This Contract may also be immediately terminated by County for default (including breach of Contract) if
    - i. Contractor fails to provide the services or materials called for by this Contract within the time specified herein or any extension thereof; or
    - ii. Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from County, fails to correct such failure within the (10) business days;
  4. If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.
- E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

## AGENCY SERVICE CONTRACT

1. AGENCY shall:
  - (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
  - (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
  - (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
  - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

AGENCY SERVICE CONTRACT

- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

"The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."

"The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."

- G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
- I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

J. Tax Representations & Covenant. AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of AGENCY's warranty, in Section 32 of this Contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to County's setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of AGENCY's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work, Performance Standards, and Work Plan
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget

**CLACKAMAS COUNTY**

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

Signing on Behalf of the Board:

\_\_\_\_\_

By

Amy Shea Reyes

Name (Typed)

Child and Family Services Director

Title

\_\_\_\_\_

Date

506 SW 6<sup>th</sup> Ave, Ste 905

Street Address

Portland, OR 97214

City/Zip

(503) 849-4333

Phone Number

93-0502822

TIN, FIN or S.S.#

\_\_\_\_\_

Richard Swift, Director  
Health, Housing and Human Services

\_\_\_\_\_

Date

\_\_\_\_\_

Rodney A. Cook, Director  
Children, Youth & Families Division

\_\_\_\_\_

Date

**EXHIBIT 1**  
**SCOPE OF WORK AND PERFORMANCE STANDARDS**

I. Performance Standards – AGENCY:

1. AGENCY shall meet all performance outcomes as outlined in attached Work Plan
2. AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes.
  - These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.
    - 1st Quarter, Jul 1 – Sep 30: due on Oct 8, 2016
    - 2nd Quarter, Oct 1 –Dec 31: due on Jan 8, 2017
3. **Reflect and Incorporate Equity and Inclusion**
  - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.
4. **Internal Controls**
  - AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before October 31, 2016.
5. **Funder Recognition**
  - AGENCY shall acknowledge the COUNTY's Children, Youth & Families Division when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.
6. **Resource Expansion**
  - AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Children, Youth & Families Division funding.
7. **Use of Grant Funds**
  - No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.
8. **HIPAA Compliance**
  - If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
    - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health

information.

- ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.
- iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

II. Performance Standards - COUNTY:

COUNTY shall:

1. Evaluate the services provided under this contract primarily by quarterly work plan progress reports. And, also may conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program, policies, procedures and files. The COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.
2. Provide technical assistance to the AGENCY in developing activities to address the needs of minority youth, program contract amendments, wellness referrals, collaborative services, community development projects and resources.

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) **Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

**OR**

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total fund advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.



## AGENCY SERVICE CONTRACT

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

### 2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

### 3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

### 4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly work plan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures and files. COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.

The AGENCY will gather data necessary to complete quarterly work plan performance and budget, and any other reports required by the COUNTY.

AGENCY SERVICE CONTRACT

The AGENCY will provide the client confidentiality releases necessary to facilitate site visits by the COUNTY.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non-COUNTY funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

*Audits are due 120 days after the end of the contract period.*

6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

**EXHIBIT 3  
BUDGET**

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in

## AGENCY SERVICE CONTRACT

sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

### **ADJUSTMENTS**

AGENCY shall not make major budget adjustments without prior written approval of the COUNTY. AGENCY is to notify the COUNTY of minor budget changes.

Major budget adjustments are defined as:

- Those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- Those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working with the staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

### **BALANCES**

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

September 8, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Contract 30732-CC, Modification #2 with  
Ride Connection, Inc. to Provide Funding for Rides Provided by  
Members of the Clackamas County Transportation Consortium

<b>Purpose/Outcomes</b>	Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
<b>Dollar Amount and Fiscal Impact</b>	Modification Amount \$735,043; new contract total is \$1,434,725. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund (STF) and Tri-County Metropolitan Transportation District of Oregon (Tri-Met).
<b>Funding Source</b>	State of Oregon, STF and Tri-Met General funds. No County General Funds are involved
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2017
<b>Previous Board Action</b>	012314-A1 Approval to Apply
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7459

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of Contract 30732-CC, Modification #2 with Ride Connection, Inc. This contract provides funding for rides provided throughout the County by members of the Clackamas County Transportation Consortium. This amendment adds funding for FY2016-17 to continue reimbursing members of the Clackamas County Transportation Consortium for transportation services they provide to Clackamas County seniors and persons with disabilities. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult or person over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Centers located in Canby, Estacada, Gladstone, Hoodland/Welches, Lake Oswego, Milwaukie, Molalla, Oregon City, and Sandy provide rides in lift equipped mini-buses to residents in their service area. The transportation services provided by senior centers are primarily to the centers for participation in the nutrition programs and the various services and recreational programs offered at the centers. However, the Centers also provide group transportation for shopping, personal business, and medical appointments in their local area. Some centers, using ODOT/STF Formula funds, use taxis to provide transportation to medical facilities outside their service area. The TRP program provides rides in either a lift equipped mini-buses or mini-van driven by paid staff or in privately owned autos driven by volunteers. TRP provides

transportation throughout the county and to medical facilities located in the Portland-metro area. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct other personal business; including accessing food banks and grocery stores. In general, transportation is provided weekdays between 8:00 am and 5:00pm.

This contract is late due to Ride Connection not being able to release contracts/modifications to its sub-contractors until their funding source released their contract. This resulted in the delay of Ride Connection sending out its contracts for FY16-17. The original contract was approved by County Council on October 20, 2015.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

RIDE CONNECTION, INC.  
CONTRACT MODIFICATION #2  
Contract No: 30732-CC

This Modification is written to make the following changes to Contract No. 30732-CC between Ride Connection, Inc., (hereinafter "RIDE CONNECTION") and Clackamas County, acting by and through its Health, Housing, and Human Services Department, Social Services Division, (hereinafter "Contractor").

- 1) Paragraph (1) TERM of the contract is hereby extended from July 1, 2016 to June 30, 2017.
- 2) Paragraph (2) COMPENSATION will now read \$919,017.01 plus rollover and computer as shown exhibit B1 with a match requirement of \$6,287.13. Preventative Maintenance could increase if additional funding is available. This would also cause an increase in the contractor's match.
- 3) Paragraph (3) STF REQUIREMENTS is hereby modified to include the following language: "RIDE CONNECTION and Contractor have submitted an operating proposal grant application for Special Transportation Formula Funds (STF). Contractor's proposal is attached and incorporated herein as Exhibit A1a-A1e."
- 4) Exhibit B1 is deleted in its entirety and replaced with Exhibit B1 dated 7/01/2016, attached hereto and incorporated by reference.
- 5) Exhibit D1 is deleted in its entirety and replaced with Exhibit D1 dated 7/01/2016, attached hereto and incorporated by reference.

All other terms and conditions of the original contract remain in full force and effect.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Robert Ueland, President  
Ride Connection, Inc.  
9955 NE Glisan St.  
Portland, Oregon 97220

CLACKAMAS COUNTY BOARD  
Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Tootie Smith

Signing on Behalf of the Board

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing, and Human Services Dept.

Date: \_\_\_\_\_

Agency Designated Contact: Stefanie Reid-Danielson (503) 655-8330  
Federal Identification Number: 93-6002286



NANCY S. BUSH  
DIRECTOR

**DISASTER MANAGEMENT**

**COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER**  
2200 KAEN ROAD | OREGON CITY, OR 97045

September 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to Subrecipient Grant Agreement # 16-023  
with Department of Forestry, North Cascades District for  
Fire Prevention Coordination

<b>Purpose/Outcomes</b>	To provide fire prevention coordination in support of the Clackamas County Wildfire Protection Plan
<b>Dollar Amount and Fiscal Impact</b>	Amendment #2 does not include changes in the award amounts. There is no fiscal impact.
<b>Funding Source</b>	Title III allocations from the U.S. Department of Agriculture and the U.S. Department of the Interior
<b>Duration</b>	Effective November 1, 2015 and terminates on September 30, 2017
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on June 29, 2016, Agenda item F.2.
<b>Strategic Plan Alignment</b>	Public Safety
<b>Contact Person</b>	Nancy Bush, Director, 503-655-8665
<b>Contract No.</b>	16-023

**BACKGROUND:**

The Emergency Management Department requests the approval of Amendment #2 to Subrecipient Grant Agreement #16-023 with the Oregon Department of Forestry, North Cascades District for fire prevention coordination in support of the Clackamas County Wildfire Protection Plan.

This amendment adds missing financial reporting deadlines, breaks down the award budget between federal CFDA numbers, and corrects a typo.

**RECOMMENDATION:**

Staff recommends the Board approve this agreement.

Respectfully submitted,

  
Nancy Bush, Director  
Disaster Management

Subrecipient Agreement Amendment  
Disaster Management Department

Subrecipient Agreement Number: 16-023

Board Agenda Number E.1

and Date 12/10/2015

Amendment No. 2

Subrecipient: Oregon Department of Forestry – North Cascades District

Amendment Requested By: Nancy Bush, Director

Changes:  Scope of Services  
 Contract Time

Agreement Budget  
 Other

**Justification for Amendment:**

This agreement provides for fire prevention coordination and educational opportunities for homeowners in Clackamas County in support of Clackamas County Community Wildfire planning efforts and the development of Firewise communities in the wild land urban interface as identified in the Clackamas County Wildfire Protection Plan (CCWPP).

**This amendment corrects CFDA breakdown and provides a budget for subrecipient to correctly track expenditures by CFDA, per federal guidelines.**

Maximum compensation and period of performance are not affected. This amendment is effective **upon signature**.

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

---



**Oregon Department of Forestry – North Cascades District**

*Subrecipient Agreement 16-023 – Amendment # 2*

Page 2 of 5

**AMEND:**

**AGREEMENT**

3. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is \$322,450.83. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Request for Reimbursement. Failure to comply with the terms of this Agreement may result in withholding of payment. The split between funding sources is outlined as follows:
  - a. \$204,915.23 in grant funds in this Agreement are funded by the Secure Rural Schools and Community Self Determination Grant (Catalogue of Federal Domestic Assistance [CFDA] #10.665) issued to the COUNTY by the State of Oregon Department of Administrative Services and the U.S. Department of Agriculture; and
  - b. \$15,957.77 in grant funds in this Agreement are funded by the Secure Rural Schools and Community Self Determination Grant (Catalogue of Federal Domestic Assistance [CFDA] #15.227) issued by the U.S. Department of the Interior.

**TO READ:**

**AGREEMENT**

3. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is \$322,450.83. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Request for Reimbursement. Failure to comply with the terms of this Agreement may result in withholding of payment. The split between funding sources is outlined as follows:
  - a. **\$306,493.06** in grant funds in this Agreement are funded by the Secure Rural Schools and Community Self Determination Grant (Catalogue of Federal Domestic Assistance [CFDA] #10.665) issued to the COUNTY by the State of Oregon Department of Administrative Services and the U.S. Department of Agriculture; and
  - b. \$15,957.77 in grant funds in this Agreement are funded by the Secure Rural Schools and Community Self Determination Grant (Catalogue of Federal Domestic Assistance [CFDA] #15.227) issued by the U.S. Department of the Interior.

**AMEND:**

**AGREEMENT**

9.

- i) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Request for Reimbursement on a quarterly basis.

**TO READ:**

**AGREEMENT**

9.

- i) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Request for Reimbursement ***using the following schedule:***

- ***For Fiscal Year Quarter 1: October 31, 2016***
- ***For Fiscal Year Quarter 2: January 31, 2017***
- ***For Fiscal Year Quarter 3: April 30, 2017***
- ***For Fiscal Year Quarter 4: July 15, 2017***

**Oregon Department of Forestry – North Cascades District**

Subrecipient Agreement 16-023 – Amendment # 2

Page 4 of 5

**REPLACE:**

Exhibit H: Program Budget #2

**WITH:**

EXHIBIT H: PROGRAM BUDGET #2

PROJECT NAME: Coffee Creek – Project #2	AGREEMENT #16-023
SUB-RECIPIENT: Oregon Department of Forestry	

Title III Grant Project #2 End Date: 9/30/17					
Total money available: \$220,873.69					
Combined Budget Cat.	Budgeted Amount 10.665	Budget Amount 15.227	Expended to Date	Budget Avail.	% Expended to Date
A. Personnel Salaries/Wages					
1. NRS2	\$ 10,515.00				
2. FICC	\$ 32,076.00				
3. Student Worker	\$ 9,208.00				
B. Fringe Benefits	\$ 28,994.69				
C. Travel	\$ 4,080.00				
E. Supplies	<b>\$ 22,042.23</b>	<b>\$15,957.77</b>			
F. Contracted Services	\$ 98,000.00				
<b>Total</b>	<b>\$204,915.92</b>	<b>\$15,957.77</b>			

**Oregon Department of Forestry – North Cascades District**

Subrecipient Agreement 16-023 – Amendment # 2

Page 5 of 5

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

**SUBRECIPIENT**

By:   
Steve Wilson, N. Cascades District Forester

  
Date

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
John Ludlow, Chair  
Clackamas County Board of Commissioners

\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Dated

DRAFT

Approval of Previous Business Meeting Minutes:

July 28, 2016

August 4, 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, July 28, 2016 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

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

**EXCUSED:** Commissioner Paul Savas

### **CALL TO ORDER**

■ Roll Call

Commissioner Savas is out of the office and will not be in attendance today.

■ Pledge of Allegiance

### **I. CITIZEN COMMUNICATION**

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

1. Steve Bates, Boring – wanted to remind folks about the Boring and Dull Day celebration on August 9<sup>th</sup> in Boring.

*~Board Discussion~*

### **II. PUBLIC HEARINGS**

1. **Board Order No. 2016-73** Boundary Change Proposal CL 16-003 – Annexation to Clackamas County Rural Fire Protection District No. 1  
Ken Martin, Boundary Change Consultant and Chris Storey, County Counsel presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone would like to speak.

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

1. Chris Howes, Damascus – spoke in support of the annexation.
2. Chris Olson, Boring - spoke in support of the annexation.
3. Diana Helm, Damascus - spoke in support of the annexation. Requested the County install signs that say “Community of Damascus”.
4. Debra Stevens, Damascus - spoke in support of the annexation.
5. Steve Bates, Boring - spoke in support of the annexation.

Chair Ludlow closed the public hearing and asked Chief Carlton to come up to answer some questions.

*~Board Discussion~*

Chair Ludlow asked for a motion.

#### **MOTION:**

Commissioner Schrader: I move we approve the Board Order for Boundary Change Proposal CL 16-003 – Annexation to Clackamas County Rural Fire Protection District No. 1.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 4-0

2. First Reading of **Ordinance No. 03-2016** for Proposed Amendments to the Clackamas County Code

Stephen Madkour, County Counsel presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion to read by title only.

**MOTION:**

Commissioner Smith: I move we read the ordinance by title only.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

Chair Ludlow asked the Clerk to assign a number and read the ordinance by title only. He stated the second reading of this ordinance will be on Thursday, August 11, 2016 at the regular scheduled Business Meeting at 10:00 AM.

**III. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title, he then asked for a motion.

**MOTION:**

Commissioner Smith: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

**A. Health, Housing & Human Services**

1. Approval of a Subrecipient Agreement with Northwest Family Service for PreventNet Community Schools, Urban - Children, Youth & Families

2. Approval of a Agency Service Contract with LifeWorks Northwest for Family Stepping Stones Relief Nursery – Children, Youth & Families

\*3. **REMOVED** - Approval of an Agency Service Contract Amendment with Northwest Family Services for In-Home Safety and Reunification Services – Children, Youth & Families

4. Approval of an Agency Service Contract Amendment with Northwest Family Services for Strengthening Preserving and Reunifying Family Services – Children, Youth & Families

\*5. **REMOVED** - Approval of an Agency Service Contract Amendment with Family Skill Builders for In-Home Safety and Reunification Services – Children, Youth & Families

**B. Department of Transportation & Development**

1. Approval of a Cooperative Improvement agreement No. 30972 with Oregon Department of Transportation for the Highway Safety Improvement Program (HSIP) Region 1 Rural Safety Improvements

2. Approval of Amendment No. 1 to the Intergovernmental Agreement between TriMet, Clackamas County and the North Clackamas Parks & Recreation District for the Portland Milwaukie Light Rail Project Design and Construction Management Services

3. Approval of a Contact with Eagle-Elsner, Inc. for the Canby Paving Package – Procurement
4. Approval of a Contract with Jim Turin and Sons, Inc. for the Lusted Road Paving Package - Procurement

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**D. Administration**

1. **Resolution No. 2016-74** Amending, Appendix A of Resolution No. 2016-53 (Fee Schedule) Regrading FY 2016-2017 Changed Fee for Clackamas County

**E. Business & Community Services**

1. **Resolution No. 2016-75** Designating an Electronic Commerce Overlay for the North Urban Clackamas county Enterprise Zone

**IV. DEVELOPMENT AGENCY**

1. Approval of a Contract Amendment with Tapani, Inc. for the SE Bell Ave. Improvement Project Phase 2 - Procurement

**V. WATER ENVIRONMENT SERVICES**

*(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)*

1. Approval of an Intergovernmental Agreement between Tri-City Service District and the City of Salem for Generated Waste Stream Disposal

**\*VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

- \*1. Approval of Amendment No. 1 to the Intergovernmental Agreement between TriMet, Clackamas County, and the North Clackamas Parks & Recreation District for the Portland Milwaukie Light Rail Project Design and Construction Management Services

**VII. COUNTY ADMINISTRATOR UPDATE**

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

**VIII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 10:58 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](http://www.clackamas.us/bcc/business.html)



# **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

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

**Thursday, August 4, 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  
Commissioner Tootie Smith

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. PRESENTATION**

1. Presentation recognizing 2016 NACo Achievement Award program

Tracy Moreland, Public & Government Affairs presented the staff report and introduced a video regarding the NACo awards. The following awards were presented to Clackamas County:

- Adoption of Land Use Regulations for Marijuana-Related Businesses - Category: Planning
- RiverHealth Stewardship Program - Category: Environmental Protection and Energy
- Clackamas County Citizen Academy - Category: Civic Education and Public Information
- Leaders in Sustainability - Category: Community and Economic Development A Safe Place Family Justice Center - Category: Criminal Justice and Public Safety (BEST IN CATEGORY)

The Board thanked Tracy and all the award winners for their service to Clackamas County.

## **II. CITIZEN COMMUNICATION**

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

1. Les Poole, Gladstone – spoke regarding the County Fair, proposed gas tax.
2. Daniel Beltrami, Sandy – concerned regarding neighbors shooting guns.

*~Board Discussion~*

Stephen Madkour, County Counsel stated we could look into an ordinance regarding time, place and manner restrictions on the discharge of fire arms in unincorporated Clackamas County.

## **III. PUBLIC HEARING**

1. Resolution Referring the Ballot Measure Renewing the Current County Sheriff's Public Safety Local Option Levy to the County Clerk for Publication and Placement on the November 8, 2016 Ballot

Stephan Madkour, County Counsel, Sheriff Craig Roberts and Matt Ellington presented the staff report.

*~Board Discussion~*

Chair Ludlow opened the public hearing and asked is anyone wished to speak.

1. Les Poole, Gladstone – supports this measurer.

Chair Ludlow closed the public hearing and asked for a motion.

### **MOTION:**

Commissioner Schrader: I move we read approve the resolution Referring the Ballot Measure Renewing the Current County Sheriff's Public Safety Local Option Levy to the County Clerk for Publication and Placement on the November 8, 2016 Ballot.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Bernard:

Aye.

Commissioner Smith:

Aye.

Commissioner Schrader:

Aye.

Commissioner Savas:

Aye.

Chair Ludlow:

Aye – the motion passes 5-0.

#### **IV. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title, he then asked for a motion.

##### **MOTION:**

Commissioner Smith:

I move we approve the consent agenda.

Commissioner Bernard:

Second.

Clerk calls the poll.

Commissioner Smith:

Aye.

Commissioner Schrader:

Aye.

Commissioner Savas:

Aye.

Commissioner Bernard:

Aye.

Chair Ludlow:

Aye – the motion passes 5-0.

#### **A. Health, Housing & Human Services**

1. Approval of an Agency Service Agreement with Lifeworks, NW for Assertive Community Treatment Programs – *Behavioral Health*
2. Approval of an Intra-Agency Agreement with Clackamas County Children, Youth and Families Division for Alcohol and Drug Prevention Strategies for Families – *Behavioral Health*

#### **B. Elected Officials**

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

#### **C. Department of Employee Services**

1. Approval of the Clackamas County Deferred Compensation Plan and the Housing Authority of Clackamas County Deferred Compensation Plan

#### **D. County Counsel**

1. Approval of an Intergovernmental Agreement between Clackamas County and Multnomah County for a HIPPA Compliance Specialist

#### **E. Business & Community Services**

1. Approval of Allocation Certification Agreement with the Oregon State Marine Board for Maintenance Assistance Program (MAP) 2016-17 Funding

#### **V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of an Intergovernmental Agreement with Clackamas Community College for Education and Enrichment Services for the Milwaukie Center

**VI. COUNTY ADMINISTRATOR UPDATE**

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

**VII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:28 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](http://www.clackamas.us/bcc/business.html)



**John S. Foote, District Attorney for Clackamas County**

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045  
503 655-8431, FAX 503 650-8943, [www.co.clackamas.or.us/da/](http://www.co.clackamas.or.us/da/)

9/08/2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval for an Amendment - Local Grant Agreement  
Children's Center of Clackamas County

<b>Purpose/Outcomes</b>	The purpose of this amendment is extend the Local Grant Agreement with the Clackamas County Children's Center by one (1) year - from June 30, 2016 to June 30, 2017 in alignment with the award period.
<b>Dollar Amount &amp; Fiscal Impact</b>	The County will receive the sum of \$786,463 from the State of Oregon for child abuse multidisciplinary intervention. \$690,000 of said funds, will be passed through to the Children's Center during 2015-2017. Additionally, the District Attorney has appropriated \$55,000 from his 2016-17 budget allocated to the Children's Center.
<b>Funding Source</b>	State of Oregon and County General Fund
<b>Duration</b>	Effective through June 30, 2017
<b>Previous Board Action/Review</b>	10/29/15 BCC approved Contract
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Bob Willson, Administrative Analyst 2 – District Attorney's Office, 503-650-3011

**BACKGROUND:**

Since 2005, Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI). These funds are directed by the Clackamas County MDT to the Children's Center, the County's designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters, and families.

The Children's Center is a partner in Clackamas County's response to child abuse, intervention, prevention, and prosecution. The Children's Center provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected to be victims of abuse or neglect. Children are referred to the Children's Center from law enforcement agencies, child protective workers, parents, teachers, doctors, and others concerned for the welfare of the child. The Children's Center also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. The Children's Center also provides mental health crisis intervention and referral, support, education, and case management for families in Clackamas County struggling with issues of abuse or neglect.

**RECOMMENDATION:**

I respectfully recommend that the Board approve the contract amendment between Clackamas County and the Children's Center of Clackamas County as submitted.

Respectfully submitted,

John S. Foote

Subrecipient Agreement Amendment (FY 16-17)

Dept: Clackamas County District Attorney

Board Order Number: October 29, 2015, D.1.

CAMI-MDT-2015-ClackamasCo DAVAP-00030  
Amendment No. 1

Recipient: Clackamas County Children's Center

Amendment Requested By: Brandi Pelham

Changes: ( ) Scope of Service  
( X ) Contract Time

( X ) Contract Budget  
( ) Other:

**Justification for Amendment:** The CAMI Grant Award for the State of Oregon is for a two year biannual budget, July 1, 2015 to June 30, 2017. The purpose of this amendment is to extend the agreement with the Clackamas County Children's Center by one (1) year - from July 1, 2015 through June 30, 2016 to July 1, 2015 through June 30, 2017 - in alignment with the award period. All dates and amounts of funding should be updated for the two year period of the CAMI Grant Award period. Also, the Audit and Insurance sections are updated to the new County standard per Finance and Procurement Departments.

Amend:

1. **Term and Effective Date.** This Agreement shall be effective as of July 1, 2015 and shall expire on July 31, 2016, unless sooner terminated or extended pursuant to the terms hereof.

To Read:

1. **Term and Effective Date.** This Agreement shall be effective as of July 1, 2015 and shall expire on July 31, 2017, unless sooner terminated or extended pursuant to the terms hereof.

Amend:

2. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, RECIPIENT shall comply with the requirements of the Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement 2015-2016, that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746-418.796.

To Read:

2. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, RECIPIENT shall comply with the requirements of the Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement 2015-2017, that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746-418.796.

Amend:

4. **Grant Funds.** The maximum not-to-exceed amount that the COUNTY will pay is **\$345,000**. Funding is provided by an issuance from the State of Oregon's Department of Justice through their Child Abuse Multidisciplinary Intervention (CAMI) program (Agreement: CAMI-RSP-2015-ClackamasCo.DAVAP-00006) in the amount of **\$345,000** and Clackamas County general funds in the amount of **\$55,000**.

To Read:

4. **Grant Funds.** The maximum not-to-exceed amount that the COUNTY will pay is **\$690,000**. Funding is provided by an issuance from the State of Oregon's Department of Justice through their Child Abuse Multidisciplinary Intervention (CAMI) program (Agreement: CAMI-MDT-2015-ClackamasCo.DAVAP-00030) in

the amount of **\$690,000** and Clackamas County general funds in the amount of **\$110,000**.

Amend:

9.
  - b) **Budget.** The RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT PROGRAM BUDGET. The RECIPIENT may not transfer grant funds between budget lines with the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or agreement.

To Read:

9.
  - b) **Budget.** The RECIPIENT use of funds shall be restricted to those uses outlined in Exhibit B: Eligible Expenses.

Amend:

9.
  - f) **Payment.** The RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D. COUNTY shall not be responsible for payment of any materials, expenses, or costs other than those specifically approved in Exhibit B: RECIPIENT PROGRAM BUDGET. RECIPIENT must be in compliance with all reporting requirements to be eligible for payment.

To Read:

9.
  - f) **Payment.** The RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D. COUNTY shall not

be responsible for payment of any materials, expenses, or costs other than those specifically approved in Exhibit B: Eligible Expenses. RECIPIENT must be in compliance with all reporting requirements to be eligible for payment.

Remove:

9.

- i) **Audit.** The RECIPIENT shall comply with the audit requirements prescribed by State and Federal law. RECIPIENT expenditures of \$500,000 or more in Federal funds require an annual Single Audit, in accordance with *OMB Circular A-133*. RECIPIENT is required to hire an independent auditor qualified to conduct such audits and submit the audit reports to the COUNTY within 9 months from the RECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

Amend:

11.

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the RECIPIENT. Justification for sole-source procurement in excess of \$100,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) County's performance under the Agreement is conditioned upon RECIPIENT's compliance with, and RECIPIENT shall comply with, the obligations applicable to public contracts under ORS 279C.520 and 279C.530, which are incorporated by reference herein

To Read:

11.

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements for non-architectural or



non-engineering professional services in excess of \$50,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the RECIPIENT. Justification for sole-source procurement in excess of \$50,000 for non-architectural or non-engineering professional services should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. All direct procurements for non-professional goods and services between \$5,000 and \$75,000 must obtain and document three quotes from different vendors and SUBRECIPIENT agrees to award such procurement contracts based on best value. All other direct procurements must obtain written permission from the COUNTY prior to bid.

- b) COUNTY's performance under State award CAMI-MDT-2015-ClackamasCo.DAVP-00030 is conditioned upon RECIPIENT's compliance with and RECIPIENT shall comply with, the obligations applicable to public contracts under Local Contracting Review Board ("LCRB") rules, which are incorporated by reference herein.

Amend:

12.

b) **Insurance.**

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

To Read:

12.

b) **Insurance.**

- 4) **Additional Insured Provisions.** All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees, the State of Oregon, its officers, employees and agents" as an additional insureds but only with respect to RECIPIENT's activities to be performed under this Agreement.

Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Amend:

12.

b) **Insurance.**

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

To Read:

12.

b) **Insurance.**

- 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). RECIPIENT shall pay for all deductibles, self-insured retention and self-insurance, if any. **RECIPIENT shall immediately notify COUNTY of any material change in insurance coverage.**

Add:

12.

b) **Insurance.**

- 8) **“Tail” Coverage.** If any of the required professional liability insurance is on a “claims made” basis, RECIPIENT shall either maintain “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of this Agreement, for a minimum of 24 months following RECIPIENT’s completion and COUNTY’s acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if RECIPIENT elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then RECIPIENT shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace for the coverage required under this Agreement. RECIPIENT shall provide to COUNTY or the State of Oregon, upon COUNTY or the State of Oregon’s request, certification of the coverage required under this Agreement.

Amend:

Exhibit A: **RECIPIENT Statement of Program Objectives**  
**BACKGROUND**

Clackamas County receives **\$345,000** from State of Oregon for Child Abuse Multidisciplinary Intervention (CAMI). These funds are directed by the Clackamas County CAMI MDT to the Children’s Center, the county’s designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters and families.

To Read:

Exhibit A: **RECIPIENT Statement of Program Objectives**  
**BACKGROUND**

Clackamas County receives **\$786,463.55** from the State of Oregon for Child Abuse Multidisciplinary Intervention (CAMI). Of these funds, **\$690,000** (in equal quarterly payments over two years) are directed by the

Clackamas County CAMI MDT to the Children's Center, the county's designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters and families.

Amend:

Exhibit A: **RECIPIENT Statement of Program Objectives**

**Goals**

**Children's Center Goals, Objectives, Outcomes FY 2015-2016**

To Read:

Exhibit A: **RECIPIENT Statement of Program Objectives**

**Goals**

**Children's Center Goals, Objectives, Outcomes FY 2015-2017**

Amend:

Exhibit E: **MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT REPORTING**

1. The Recipient must submit Performance Report, to the MDT Coordinator, two times per year. Reports will be due no later than 15 days after the end of the six month reporting period:

**January 15, 2016** for the time frame 7/1/15 – 12/31/15

**July 15, 2016** for the time frame 1/1/16 – 6/30/16

To Read:

Exhibit E: **MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT REPORTING**

1. The Recipient must submit Performance Report, to the MDT Coordinator, two times per year. Reports will be due no later than 15 days after the end of the six month reporting period:

**January 15, 2016** for the time frame 7/1/15 – 12/31/15

**July 15, 2016** for the time frame 1/1/16 – 6/30/16  
**January 15, 2017** for the time frame 7/1/16 – 12/31/16  
**July 15, 2017** for the time frame 1/1/17 – 6/30/17

Amend:

Exhibit E: **MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT REPORTING**

2. The Recipient must submit a Final Performance Report no later than July 15, 2016. All reports must be submitted in a format similar to the example below. The reports may be provided electronically. Reports must contain a discussion on each of the following:

To Read:

Exhibit E: **MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT REPORTING**

2. The Recipient must submit a Final Performance Report no later than July 15, 2017. All reports must be submitted in a format similar to the example below. The reports may be provided electronically. Reports must contain a discussion on each of the following:

SIGNATURE PAGE TO PARTICIPATION AGREEMENT  
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON  
County

The Children's Center of Clackamas

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Tom Soma, Executive Director

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved to Form

By: \_\_\_\_\_  
County Counsel



# Clackamas County Sheriff's Office

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Authorization to Purchase Public Safety Communication Equipment from Motorola Solutions Inc.**

<b>Purpose/Outcomes</b>	Purchase Public Safety Communication Equipment from Motorola Solutions Inc.
<b>Dollar Amount and Fiscal Impact</b>	The Sheriff's Office has budgeted \$497,107.68 for this purchase in the FY 16/17.
<b>Funding Source</b>	216-1620-06831-425200
<b>Safety Impact</b>	Provides law enforcement the ability to receive critical information when dealing with dangerous persons/situations
<b>Duration</b>	None
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Undersheriff Matt Ellington
<b>Contract No.</b>	N/A

This request serves to repurchase the same quantity (108 units) and configuration of radios that were mistakenly procured outside of the County's purchasing process in June 2016. Once this error was brought to the attention of the Clackamas County Sheriff's Office (CCSO), we physically returned the radios and worked with the vendor to be credited in the full amount of the purchase price. Additionally, under the guidance of the County's Procurement Office, the purchasing process was reinitiated following all procurement guidelines. Measures have been taken internally at CCSO to ensure there will be no such issue in the future.

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority for Cooperative Procurements. The State of Oregon through the NASPO ValuePoint Cooperative Purchasing program competitively awarded a contract for Public Safety Communications Equipment and Services from Motorola Solutions Inc. (#06913). A notice of intent to purchase was issued on July 29, 2016. No comments were received by the time of closing on August 8, 2016.

The Clackamas County Sheriff's Office utilizes both Motorola mobile and portable radios for all law enforcement communications. The Motorola infrastructure has been in place for communication services and is currently undergoing an upgrade to become compliant with P25 upgrades for communication interoperability. These upgrades are mandatory and are being phased in over the next few years. The Sheriff's Office currently has 658 radios (mobiles and portables combined) in service; of which, 576 need to be replaced to become compliant with the P25 standard. All of the 576 radios needing replacement are well beyond warranty; 248 are no longer serviceable and when they fail, they must be replaced. Current purchases of replacement radios are already to the new P25 standard. This purchase is for replacement units to facilitate the phase out of older, out-of-warranty, non-P25 compliant units.

RECOMMENDATION: Approval of an Authorization to Purchase Public Safety Communication Equipment and Services from Motorola Solutions Inc.

Respectfully submitted,

Craig Roberts,  
Sheriff

Placed on the Agenda of **September 8, 2016** by the Procurement Division

*"Working Together to Make a Difference"*



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

September 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

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

Approval of an Agreement Conveying Land to ODOT  
for the OR 213 (82<sup>nd</sup> Ave.): King Rd.- Mt. Scott Creek Bridge Project

<b>Purpose/Outcomes</b>	Approve an agreement conveying Clackamas County land to the Oregon Department of Transportation for the OR213 (82 <sup>nd</sup> Ave.): King Rd.-Mt. Scott Creek Bridge Project
<b>Dollar Amount and Fiscal Impact</b>	ODOT will pay \$7,250 to County for conveyance and project coordination, oversight and repair costs.
<b>Funding Source</b>	N/A
<b>Duration</b>	Fee Simple conveyance and temporary construction easement
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure
<b>Contact Person</b>	Stephen L. Madkour, County Counsel

**BACKGROUND:**

ODOT is working on a project that will impact some County property on the corner of 82<sup>nd</sup> and Sunnybrook. The project involves the construction of ADA complaint sidewalk ramps along 82<sup>nd</sup> and this portion of the project will impact a small portion of property where we have the Public Safety Training Center.

ODOT will acquire in fee 77 square feet of property for the ramps and other improvements and a temporary construction easement of 482 square feet. A right of entry has been provided. ODOT is paying \$7,250 for the property and for costs associated with county staff time associated with construction management and irrigation.



**RECOMMENDATION:**

Staff recommends that the Board authorize conveying the property and granting the construction easement and authorize the Chair sign the documents necessary to complete the transaction.

Respectfully submitted,

Stephen L. Madkour  
County Counsel

Attachments:  
Permit of Entry  
Warranty Deed and Exhibit A  
State's Obligation Agreement

**PERMIT OF ENTRY**

**Drawing:** 11B-07-50

<b>File No.:</b>	7729024
<b>Grantor:</b>	County of Clackamas, Oregon
<b>Section:</b>	OR213 (82 <sup>nd</sup> Ave): King Rd.-Mt. Scott Creek Bridge
<b>Highway:</b>	Cascade Highway North
<b>County:</b>	Clackamas
<b>FAP No.:</b>	

In order to proceed with the OR213 (82<sup>nd</sup> Ave.): King Rd.-Mt. Scott Creek Bridge project, the undersigned grant(s) to the State of Oregon, by and through its Department of Transportation, its employees, agents, or contractors, the right to enter upon real property described in the attached Exhibit "A"

THE UNDERSIGNED WILL BE SENT NOTICE OF THE DATE THE STATE PLANS TO ENTER UPON THE PROPERTY AND TAKE POSSESSION. Until that date, all rights and responsibilities of ownership remain with the owner.

In accordance with Public Law 91-646, Section 301(4) and ORS 35.510(3), no owner shall be required to surrender possession of real property before the State pays the agreed purchase price, or deposits with the court for the benefit of the owner, an amount no less than the agency's approved appraisal of fair market value for such property.

The undersigned understands that by signing this permit, the right of payment prior to possession is waived.

It is understood that this Permit of Entry will not jeopardize any rights in negotiating a settlement or any legal proceedings instituted by the State.

Dated this 25<sup>th</sup> day of AUGUST, 2016

  
\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
County Clerk

**WARRANTY DEED**

**CLACKAMAS COUNTY, a political subdivision**, Grantor, for the true and actual consideration of \$ 7,250.00 does convey unto the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION** Grantee, fee title to the property described **Parcel 1 on Exhibit "A" dated 12/07/2015**, attached hereto and by this reference made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as **Parcel 2 on Exhibit "A" dated 12/07/2015**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the above-mentioned construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcel 2, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

Grantor covenants to and with Grantee, its successors and assigns, that grantor is the owner of said property which is free from encumbrances, except for easements, conditions, and restrictions of record, and will warrant the same from all lawful claims whatsoever, except as stated herein.

**AFTER RECORDING RETURN TO &  
TAX STATEMENTS TO:**  
OREGON DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY SECTION  
4040 FAIRVIEW INDUSTRIAL DRIVE SE, MS#2  
SALEM OR 97302-1142

Map and Tax Lot #: 2-2E-4BB-4503

Property Address: 12700 SE 82<sup>nd</sup> Ave.  
Clackamas, OR. 97015

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300). Grantee further agrees to indemnify and hold harmless Grantor from any and all claims, liabilities, losses, damage, costs and expenses (including attorney fees at trial and on any appeal or review) arising out of use of the premises by Grantee or its agents, employees, contractors or invitees, including but not limited to the costs of remediation or clean-up of any Hazardous Material used on the premises by Grantee or its agents, employees, contractors or invitees, whether with or without the approval of Grantor. In any action or suit to enforce any right or remedy under this instrument the prevailing party is entitled to recover its reasonable attorneys' fees and costs. Grantee's obligation under the preceding sentence is subject to the limitations of Article XI, section 7 of the Oregon Constitution.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.**

The statement above is required by law to be included in this instrument. PLEASE NOTE: the property described in this instrument is not a "lot" or "parcel" as defined in ORS 92.010 or 215.010. Nevertheless, the property is a legally created unit of land as described in ORS 92.010 (9) (d) or (e).

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CLACKAMAS COUNTY, a political subdivision  
of the State of Oregon**

ATTEST:

By \_\_\_\_\_  
Chairperson

\_\_\_\_\_  
County Clerk

By \_\_\_\_\_  
County Commissioner

By \_\_\_\_\_  
County Commissioner

STATE OF OREGON, County of \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_. Personally appeared \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_,

who, being sworn, stated that they are the Chairperson, County Commissioners and County Clerk of Clackamas  
County, a political subdivision of the State of Oregon, and that this instrument was voluntarily signed on behalf of the  
County by authority of an order of the Board of Commissioners. Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires \_\_\_\_\_

My Commission expires \_\_\_\_\_

Accepted on behalf of the Oregon Department of Transportation

\_\_\_\_\_

**Parcel 1 - Fee**

A parcel of land lying in Parcel 1 of Partition Plat No. 2001-093 Clackamas County, Oregon and being a portion of that property described in that Statutory Bargain and Sale Deed to County of Clackamas, Oregon, recorded June 3, 2004 as Recorder's Fee No. 2004-050166, Film Records of Clackamas County; the said parcel being that portion of said property lying Southwesterly of the following described line:

Beginning at a point opposite and 84.10 feet Easterly of Engineer's Station "L" 445+25.25 on the center line of the relocated Cascade Highway North; thence Southeasterly in a straight line to a point opposite and 190.00 feet Easterly of Engineer's Station "L" 446+00.00 on said center line, which center line is described as follows:

Beginning at Engineer's center line station "L" 386+00.00, said station being 164.34 feet South and 0.09 feet East of a 3-1/4 inch Brass Disk marking the Northwest corner of Section 33, Township 1 South, Range 2 East, W.M.; thence South 0°01'52" East 2309.66 feet; thence on a 11459.16 foot radius curve right (the long chord of which bears South 0°53'43" West 370.61 feet) 370.62 feet; thence South 1°49'19" West 2274.35 feet to Engineer's center line station "L" 435+54.64 Back equals "L" 435+53.90 Ahead ; thence on a spiral curve left (the long chord of which bears South 1°09'19" West 399.98 feet) 400.00 feet; thence on a 5729.58 foot radius curve left (the long chord of which bears South 6°08'12" East 1189.54 feet) 1191.69 feet; thence on a spiral curve left (the long chord of which bears South 13°25'42" East 399.98 feet) 400.00 feet to Engineer's center line station "L" 455+45.59, said station being 1,783.42 feet south and 217.97 feet East of a 3-1/4 inch Brass Disk marking the Southwest corner of Section 33, Township 1 South, Range 2 East, W.M.

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD 83 (2011) EPOCH 2010.00.

This parcel of land contains 77 square feet, more or less.

**Parcel 2 - Temporary Easement For Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in Parcel 1 of Partition Plat No. 2001-093 Clackamas County, Oregon and being a portion of that property described in that Statutory Bargain and Sale Deed to County of Clackamas, Oregon, recorded June 3, 2004 as Recorder's Fee No. 2004-050166, Film Records of Clackamas County; the said parcel being that portion of said property lying Southeasterly of the following described line:

Beginning at a point opposite and 84.36 feet Easterly of Engineer's Station "L" 445+10.00 on the center line of the relocated Cascade Highway North; thence Southeasterly in a straight line to a point opposite and 190.00 feet Easterly of Engineer's Station "L" 446+00.00 on said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

This parcel of land contains 482 square feet, more or less.

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

**DIGITAL SIGNATURE**

OREGON  
JANUARY 20, 1998  
**FESTUS I. OBIJIOFOR**  
\*02852LS

EXPIRES: 12-31-2016



**Parcel 1 - Fee**

A parcel of land lying in Parcel 1 of Partition Plat No. 2001-093 Clackamas County, Oregon and being a portion of that property described in that Statutory Bargain and Sale Deed to County of Clackamas, Oregon, recorded June 3, 2004 as Recorder's Fee No. 2004-050166, Film Records of Clackamas County; the said parcel being that portion of said property lying Southwesterly of the following described line:

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Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD 83 (2011) EPOCH 2010.00.

This parcel of land contains 77 square feet, more or less.

**Parcel 2 - Temporary Easement For Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in Parcel 1 of Partition Plat No. 2001-093 Clackamas County, Oregon and being a portion of that property described in that Statutory Bargain and Sale Deed to County of Clackamas, Oregon, recorded June 3, 2004 as Recorder's Fee No. 2004-050166, Film Records of Clackamas County; the said parcel being that portion of said property lying Southeasterly of the following described line:

Beginning at a point opposite and 84.36 feet Easterly of Engineer's Station "L" 445+10.00 on the center line of the relocated Cascade Highway North; thence Southeasterly in a straight line to a point opposite and 190.00 feet Easterly of Engineer's Station "L" 446+00.00 on said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

This parcel of land contains 482 square feet, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

**DIGITAL SIGNATURE**

OREGON  
JANUARY 20, 1998  
FESTUS I. OBIJIOFOR  
\*02852LS

EXPIRES: 12-31-2016

STATE'S OBLIGATION(S) AGREEMENT

August 23, 2016

<b>File No.:</b>	7729-024
<b>Grantor:</b>	County of Clackamas, Oregon
<b>Section:</b>	OR213 (82nd Ave): King Rd - Mt Scott Creek Bridge ADA Ramps
<b>Highway:</b>	068 - CASCADE HWY NORTH
<b>County:</b>	Clackamas
<b>FAP No.:</b>	S068(030)

The State is to:

- Work around the tree located within the temporary easement as part of the project.
- Cap the irrigation system just inside the perimeter of the temporary easement.
- Contact Dan Hall (Clackamas County) a week prior to entering the property and capping the irrigation.

Because the ODOT contractor will be capping the irrigation system as part of the project, possession of the acquisition areas will now be on payment.

If any of the construction under the terms of this agreement is outside of the highway right of way, Grantors hereby grant State, its employees or contractors, permission to enter upon their remaining property for the purpose of performing any of said construction work.

It is understood and agreed that State's performance of this agreement shall be a portion of the consideration for the concurrent real property transaction evidenced by deed between Grantors and State. This agreement shall not be effective or binding until Grantors receive notice from the State accepting the conveyance of the real property interests.

\_\_\_\_\_  
County of Clackamas, Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
ODOT Representative

\_\_\_\_\_  
Date



M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 8, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order Certifying the 2016-2017 Assessment Roll for  
Clackamas County Service District No. 5

<b>Purpose/Outcomes</b>	Approval of this Board Order will certify the Assessment Roll for Clackamas County Service District No. 5 (CCSD#5), the street lighting authority for Clackamas County for FY 2016-2017.
<b>Dollar Amount and Fiscal Impact</b>	\$2,166,069.15
<b>Funding Source</b>	Direct Assessment: The cost of street lighting within CCSD#5 is paid by directly assessing those properties annexed to the street lighting district.
<b>Duration</b>	Annual Assessment
<b>Previous Board Contact</b>	Budget Adoption Meeting June 29, 2016
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
<b>Contract No.</b>	None

**BACKGROUND:**

Pursuant to statute, CCSD #5 may, in accordance with the order adopted under ORS 451.485, finance the construction, operation or maintenance of service facilities for a district by tax assessments against the property in the district.

As outlined in the budget presentations in June of this year, the District budget assumes the collection of an annual assessment upon all benefiting real property within its boundaries. These assessments, included on the property tax statements for the County and collected in the same manner as ad valorem taxes, provide for the provision of street lighting services. These services include, but are not limited to, general maintenance, electrical service costs, and district administrative expenses.

The Board Order has been reviewed and approved as to form by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order directing the County Tax Assessor to place the street lighting service assessment, in the amount of \$2,166,069.15 on the 2016-2017 tax roll.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD No.5

In the Matter of Certifying an Assessment  
Roll for Property Assessed for Street  
Light Service in Clackamas County  
Service District No. 5 for Fiscal Year  
2016-2017

ORDER NO.  
page 1 of 1

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board that assessment rates for Clackamas County Service District No. 5 were adopted by Order No. 2015-71, and that the adopted rates being applicable to all properties annexed into the district by order of the Board and identified on the District's Assessment Roll, and that such assessments are a revenue source essential to the continuing viability of Service District No. 5; now therefore

IT IS HEREBY ORDERED that the benefited property as shown on the Assessment Roll maintained by the Department of Transportation and Development for Clackamas County, be assessed in the amount specified thereon, and that these assessments are required to be placed on the tax roll; and

IT IS FURTHER ORDERED that the Board of County Commissioners of Service District No. 5 hereby levy the assessments provided for in the adopted budget in the aggregate amount of \$2,166,069.15 and that these assessments are levied upon properties identified on the District Assessment Role which were within the District as of the start of the 2016-2017 fiscal year. The following allocation and categorization, subject to the limits of section 11b. Article XI of the Oregon Constitution, make up the above aggregate levy:

	Subject to the General Government Limitation	Excluded from the Limitation
General Fund	\$2,166,069.15	\$ 0.00
Total	\$2,166,069.15	\$ 0.00

IT IS FURTHER ORDERED that the assessments collected in the amount of \$2,166,068.65 be placed in the Clackamas County Service District No. 5 account, out of which payments can be made for services and materials provided to the District.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary