

AGENDA – *Revised

Removed Consent Item C.3 for further staff review
Add Consent Item B.2

Thursday, June 25, 2015 - 10:00 AM **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2015-59

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. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

County Counsel

1. Resolution No. _____ Approval of the Clackamas County Response to the City of Sandy's Request for Consent Regarding Certain Changes to Its Urban Renewal Plan Area and Authorized Indebtedness (Chris Storey, County Counsel)

Clackamas County Extension & 4-H Service District

2. Resolution No. _____ Approval of the Clackamas County Extension & 4-H Service District Response to the City of Sandy's Request for Consent Regarding Certain Changes to Its Urban Renewal Plan Area and Authorized Indebtedness (Chris Storey)

Library Service District of Clackamas County

3. Resolution No. _____ Approval of the Library District of Clackamas County Response to the City of Sandy's Request for Consent Regarding Certain Changes to Its Urban Renewal Plan Area and Authorized Indebtedness (Chris Storey)

III. PUBLIC HEARINGS (18 Public Hearings relating to Budget) *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Resolution No. _____ for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reduction for FY 2014-2015 (Diane Padilla, Budget Manager)

2. Resolution No. _____ Adopting the Clackamas County Budget for the 2015-2016 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016 (Diane Padilla, Budget Manager)
3. Resolution No. _____ Adopting Changed Fees for Clackamas County for Fiscal Year 2015-2016 (Laurel Butman, County Administration)
4. Reading & Adoption of Ordinance No. _____ Amending Appendix B - Fines of the Clackamas County Code and Declaring an Emergency (Laurel Butman, County Administration)

Enhanced Law Enforcement District

5. Resolution No. _____ Adopting the Enhanced Law Enforcement District Budget for the 2015-2016 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016 (Diane Padilla)

Clackamas County Extension and 4-H Service District

6. Resolution No. _____ Adopting the Clackamas County Extension and 4-H Service District Budget for the 2015-2016 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016 (Diane Padilla)

Library Service District of Clackamas County

7. Resolution No. _____ Adopting the Library Service District of Clackamas County 2015-2016 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016 (Gary Barth)

North Clackamas Parks & Recreation District

8. Resolution No. _____ Adopting the North Clackamas Parks & Recreation District's 2015-2016 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016 (Gary Barth)

Clackamas County Development Agency

9. Resolution No. _____ Adopting and Appropriating Funds for the 2015-2016 Fiscal Year Budget for the Clackamas County Development Agency (Dan Johnson)

Service District No. 5 – Street Lighting

10. Resolution No. _____ Adopting and Appropriating Funds for the 2015-2016 FY Budget for Clackamas County Service District No. 5 (Wendi Coryell)
11. Resolution No. _____ Setting Rates for Street Lighting Service Charges in Clackamas County Service District No. 5 (Wendi Coryell)

Water Environment Services

Service District No. 1, Tri-City Service District and Surface Water Management of Clackamas County

Service District No. 1

12. Resolution No. _____ Adopting and Appropriating Funds for the 2015-2016 FY Budget for Clackamas County Service District No. 1 (Greg Geist)

13. Board Order No. _____ Amending and Adopting Rates and Charges for Clackamas County Service District No. 1 (Greg Geist)
14. Board Order No. _____ Adopting a Revised Capital Plan and Increasing the System Development Charge for Clackamas County Service District No. 1 (Greg Geist)

Tri-City Service District:

15. Resolution No. _____ Adopting and Appropriating Funds for the 2015-2016 FY Budget for Tri-City Service District (Greg Geist)
16. Board Order No. _____ Amending and Adopting Rates and Charges for the Tri-City Service District (Greg Geist)
17. Board Order No. _____ Adopting a Revised Capital Plan and Increasing the System Development Charge for Tri-City Service District (Greg Geist)

Surface Water Management of Clackamas County

18. Resolution No. _____ Adopting and Appropriating Funds for the 2014-2015 FY Budget for Surface Water Management Agency of Clackamas County (Greg Geist)

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the State of Oregon, Acting by and through its Oregon Health Authority, for Operation of a Community Mental Health Program in Clackamas County – *Behavioral Health*
2. Approval of a Revenue Provider Agreement with MODA Health Plan, Inc. to Provide Primary Care Services to Assigned Members at the Clackamas County Health Centers – *Health Centers*
3. Approval of a Renewal Professional Services Agreement with Folk Time, Inc., for Peer Services to the Stewart Community Center and Hilltop Adult Services Center – *Health Centers*
4. Approval of a Renewal Revenue Intergovernmental Agreement with the City of Lake Oswego, for Medical Direction for the Fire Department and Communications Center – *Public Health*
5. Board Order No. _____ Approval of the Board Order Appointing the Clackamas County Public Health Division Director as the Local Public Health Administrator for Clackamas County – *Public Health*
6. Approval of a Renewal Intergovernmental Agreement with Washington County, for the Cities Readiness Initiative Program – *Public Health*
7. Approval to Amendment No. 1 to an Intergovernmental Agreement with the Oregon Department of Education, Early Learning Division to Provide Healthy Families Medicaid Services – *Children, Youth & Families*

B. Department of Finance

1. Resolution No. _____ Approving a Clackamas County Transfer of Appropriations for Fiscal Year 2014-2015
- *2. Approval of an Intergovernmental Agreement between Clackamas County Facilities Management and the Clackamas County Courthouse for Courthouse Improvements

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval of Cooperative Agreement No.15421 with Clackamas County District Attorney's Office and Oregon Department of Justice for Child Support Services - DA
- *3. **REMOVED** - Approval of a Contract with Hart InterCivic Inc. to Provide and Install a Ballot Tally System in the Clackamas County Elections Office – CLERK, *submitted by Purchasing*

D. Community Corrections

1. Approval of an Intergovernmental Agreement with the City of Happy Valley to Provide Work Crew Services

E. Department of Communications (C-Com)

1. Approval of Assignment of Lease from Clackamas County to the Clackamas 800 Radio Group (C-800) for the Mt. Scott Radio Site
2. Approval of Assignment of Lease from Clackamas County to the Clackamas 800 Radio Group (C-800) for the Brightwood Radio Site

F. Juvenile Department

1. Approval of an Intergovernmental Agreement with the State of Oregon for Juvenile Crime Plan Basic and Diversion Funds for the Biennium 2015-2017

V. WATER ENVIRONMENT SERVICES

1. Approval of Amendment No. 2 to the Intergovernmental Agreement between Clackamas County and Clackamas County Service District No. 1, Tri-City Service District and the Surface Water Management Agency of Clackamas County for Purposes of Clarifying Employment Liability Insurance Program
2. Approval and Adoption of an Intergovernmental Agreement between Clackamas County Service District No. 1 and the Tri-City Service District for Purposes of Alternate Biosolids Disposal Services

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

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

Adopting a Board Resolution in the matter of the
Clackamas County Response to the City of Sandy
Request for Consent Regarding Certain Changes to Its
Urban Renewal Plan Area and Authorized Indebtedness

Purpose/Outcome	The purpose of this Board Order is to concur or reject the proposed increase in the maximum indebtedness of the City of Sandy Urban Renewal Plan Area as stated in the Urban Renewal Plan Amendment and concur or reject a modified revenue sharing proposal from the City of Sandy
Dollar Amount and Fiscal Impact	The proposed amendment to the Plan would increase its maximum indebtedness from \$18,500,000 to \$67,000,000, with an estimated pay off of all debt in 2048. This would decrease the amount of funding available to the general fund of Clackamas County by an average of approximately \$300,000 per year, for a total of \$9,891,622
Funding Source	The revenue is diverted to urban renewal uses and is not made up from other sources. It will result in a decrease in funds available to support services funded by the general fund of Clackamas County
Safety Impact	The Urban Renewal Plan Amendment includes street improvements that will increase safety for motorists.
Duration	If adopted, the Urban Renewal Plan Amendment will pay off all debt in 2048. The City of Sandy has indicated that they will try to pay debt off earlier if possible.
Previous Board Action/Review	On June 16, the Board of County Commissioners received testimony from staff from the County and City of Sandy regarding the proposed Plan Amendment and approved putting the matter for discussion at their June 25, 2015 Business Meeting
Contact Person	Chris Storey, Assistant County Counsel
Contract No.	n/a at this time

BACKGROUND:

The City of Sandy, Oregon adopted the Sandy Urban Renewal Plan (the "Plan") on December 21, 1998 by Ordinance No. 98-18 (the "Plan") and are now considering a substantial amendment to the Plan to increase its maximum indebtedness from \$18,000,000 to \$67,000,000 ("Urban Renewal Plan Amendment"), which increase

exceeds the statutory limit of 20% of the original maximum indebtedness, as adjusted, under Oregon Revised Statute ("ORS") 457.

The increase in maximum indebtedness of more than 20% of the original maximum indebtedness, as adjusted, requires the concurrence of those taxing districts imposing at least 75 percent of the amount of taxes imposed under permanent rate limits in the urban renewal area. Revenue-sharing can be modified by agreement of those taxing districts imposing at least 75% of the amount of taxes imposed under permanent rate limits in the urban renewal area.

Clackamas County ("County") imposes permanent rate property taxes in the Sandy Urban Renewal Area and the Board of County Commissioners as its governing body may concur or reject the maximum indebtedness of the Plan as stated in the Urban Renewal Plan Amendment and modified revenue sharing. All debt is estimated to be paid by fiscal year end (FYE) 2048.

If the Plan changes go forward, the Plan would decrease the amount of funding available to the County by an average of approximately \$300,000 per year, for a total of \$9,891,622. The County represents approximately 16.26% of the underlying permanent levy that may vote on the measure.

Staff has prepared a draft resolution that may be adopted to either concur with or reject the proposal for the Board's consideration. Also attached is a memorandum submitted by the City of Sandy staff in response to questions raised by Board members during their initial discussion of the issue on June 16th.

RECOMMENDATION:

Staff respectfully recommends that the Board of the County Commissioners hold a public discussion with opportunity for public input, and decide to either concur with or reject the City of Sandy's proposal on behalf of the County.

Respectfully submitted,



Chris Storey
Assistant County Counsel

Attachments:
Model Resolution
City of Sandy Memo

WHEREAS, the City of Sandy, Oregon adopted the Sandy Urban Renewal Plan on December 21, 1998 by Ordinance No. 98-18 (the "Plan"); and

WHEREAS, the Sandy Urban Renewal Agency and the City of Sandy are considering a substantial amendment to the Plan to increase its maximum indebtedness from \$18,000,000 to \$67,000,000 ("Urban Renewal Plan Amendment"), which increase exceeds the statutory limit of 20% of the original maximum indebtedness, as adjusted, under Oregon Revised Statute ("ORS") 457; and

WHEREAS, the increase in maximum indebtedness of more than 20% of the original maximum indebtedness, as adjusted, requires the concurrence of those taxing districts imposing at least 75 percent of the amount of taxes imposed under permanent rate limits in the urban renewal area; and

WHEREAS, revenue-sharing can be modified by agreement of those taxing districts imposing at least 75% of the amount of taxes imposed under permanent rate limits in the urban renewal area; and

WHEREAS, Clackamas County imposes permanent rate property taxes in the Sandy Urban Renewal Area and wishes to indicate its [concurrence][rejection] with the increase in the maximum indebtedness of the Plan as stated in the Urban Renewal Plan Amendment and wishes to indicate its [concurrence][rejection] with the modified revenue sharing that is estimated to pay off all debt by fiscal year end (FYE) 2048;

NOW, THEREFORE, it is hereby resolved:

1. The Board hereby [concurs with][rejects] the increase in the maximum indebtedness of the Sandy Urban Renewal Plan as indicated in the Urban Renewal Plan Amendment, which increase is more than 20% of the original maximum indebtedness as adjusted.
2. The Board hereby [concurs with][rejects] the modified revenue sharing as projected in the financial model where all debt is estimated to be paid off in FYE 2048 and shown as Exhibit A to this resolution. The Board understands that these are estimates based on projected tax increment revenues and actual payments will depend on actual tax increment revenue amounts.

In the Matter of Clackamas County
Response to the City of
Sandy Request for
Consent Regarding Certain
Changes to Its Urban Renewal Plan
Area and Authorized Indebtedness

RESOLUTION No. _____
Page 2 of 2

Dated this 25th day of June, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



**CITY OF
SANDY**

39250 PIONEER BOULEVARD • SANDY, OR 97055

PHONE (503) 668-5533

FAX (503) 668-8714

Gateway to Mt. Hood

June 17, 2015

Clackamas County Board of County Commissioners
2051 Kaen Road
Oregon City, OR 97045

Re: City of Sandy Proposed Urban Renewal Amendment

Chair Ludlow and County Commissioners:

Some concerns were raised by the County Commission at the policy meeting on June 16, 2015 regarding the City of Sandy's proposed urban renewal amendment. Below are some bullet points that hopefully help to address those concerns.

- Operations for the recreation/aquatic center would be paid through programs, memberships, and a proposed fee on the City of Sandy utility bill. A survey firm was hired to conduct a poll of the residents of the city in July of 2014. The purpose of the survey was to gauge support for a fee on the utility bill to fund operations for the recreation/aquatic center. Over 73% of the respondents said they would support or strongly support a \$3/month fee on the utility bill to support the operation of a recreation/pool facility. This would generate the amount needed for operational costs and would also grow as the population grows. Programs at the current pool have been self-sustaining.

Although it has been clear that pools by themselves tend to lose money, we have found that when paired with a recreation center, they have a greater chance of succeeding. Prior to construction of any facility, the city would tour various facilities around the state to look at best practices. The passage of the urban renewal amendment would not obligate the city to construct the facility, it would only provide a method to do so.

- Several projects are proposed that could stimulate economic growth and activity. There are road extensions proposed in the area of Highway 26 and 362nd that could encourage development of a highly visible 106 acres of commercial land. Our land use code is flexible enough to also allow some industrial uses in this commercial zone as well.

The recreation/aquatic center project is being proposed on a site with a school and pool facility that are over 40 years old and showing signs of deterioration. Although the area

of this project is zoned commercial, businesses have been reluctant to locate off of the main highway. This project could generate the traffic flow necessary to encourage other commercial entities to locate in this area. It will also be an attractive amenity for future residents who may want to locate to the City of Sandy. The alternative would be a vacant pool building and a deteriorating middle school which could reasonably be considered blight. Although a recreation/aquatic center may not meet a strict definition of infrastructure, it would certainly would address the issue of blight in an area where the city would like to promote economic development activity.

- The fiscal impact to the County for the current urban renewal plan is roughly \$200,000 per year. Under the proposed amendment with the modified revenue sharing, that amount would grow to \$366,000 by the year 2048. Under the modified revenue sharing plan, approximately \$14,000 would be allocated back to the County General Fund in year 2022 and that would grow to approximately \$353,000 by the year 2048. The amendment as proposed would extend the urban renewal area for another 33 years. If revenues are greater than the estimates in the proposal, this time frame may be reduced.
- One concern raised at the policy meeting was that raising the debt limit to \$67 million would be too much for a small city to bear. The change in the debt limit from \$18 million to \$67 million does not require the urban renewal board to issue bonds for the additional \$49 million. It only sets a cap on the total debt that can be incurred over the life of the urban renewal plan. Debt would only be issued to fund the planned projects and only if there were enough of the tax increment each year to provide a sufficient amount to cover the debt payments. The city has a stellar "AA" bond rating with Standard & Poor's and would continue to maintain or improve that bond rating.
- There has been a number of things the city has done for public outreach. This includes several public hearings, a public forum attended by roughly 50 participants, and two notices in a newsletter that go to all utility customers in the city. There have also been over a dozen articles run by two different newspaper publications over the last two years that have covered the issues surrounding the pool. The city also keeps a news item on the city website that shows the updates for the urban renewal amendment.

I will be available to provide any additional information at the business meeting on June 25th if there are additional questions. Thank you for your consideration.

Sincerely,



Seth Atkinson

City Manager



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

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

Adopting a Board Resolution in the matter of the
Clackamas County Extension and 4-H Service District
Response to the City of Sandy Request for Consent Regarding Certain
Changes to Its Urban Renewal Plan Area and Authorized Indebtedness

Purpose/Outcome	The purpose of this Board Order is to concur or reject the proposed increase in the maximum indebtedness of the City of Sandy Urban Renewal Plan Area as stated in the Urban Renewal Plan Amendment and concur or reject a modified revenue sharing proposal from the City of Sandy
Dollar Amount and Fiscal Impact	The proposed amendment to the Plan would increase its maximum indebtedness from \$18,500,000 to \$67,000,000, with an estimated pay off of all debt in 2048. This would decrease the amount of funding available to the Extension District by an average of approximately \$7,300 per year, for a total of \$205,690
Funding Source	The revenue is diverted to urban renewal uses and is not made up from other sources. It will result in a decrease in funds available to support extension and 4-H services
Safety Impact	The Urban Renewal Plan Amendment includes street improvements that will increase safety for motorists.
Duration	If adopted, the Urban Renewal Plan Amendment will pay off all debt in 2048. The City of Sandy has indicated that they will try to pay debt off earlier if possible.
Previous Board Action/Review	On June 16, the Board of County Commissioners received testimony from staff from the County and City of Sandy regarding the proposed Plan Amendment and approved putting the matter for discussion at their June 25, 2015 Business Meeting
Contact Person	Chris Storey, Assistant County Counsel
Contract No.	n/a at this time

BACKGROUND:

The City of Sandy, Oregon adopted the Sandy Urban Renewal Plan (the "Plan") on December 21, 1998 by Ordinance No. 98-18 (the "Plan") and are now considering a substantial amendment to the Plan to increase its maximum indebtedness from \$18,000,000 to \$67,000,000 ("Urban Renewal Plan Amendment"), which increase

exceeds the statutory limit of 20% of the original maximum indebtedness, as adjusted, under Oregon Revised Statute ("ORS") 457.

The increase in maximum indebtedness of more than 20% of the original maximum indebtedness, as adjusted, requires the concurrence of those taxing districts imposing at least 75 percent of the amount of taxes imposed under permanent rate limits in the urban renewal area. Revenue-sharing can be modified by agreement of those taxing districts imposing at least 75% of the amount of taxes imposed under permanent rate limits in the urban renewal area.

Clackamas County Extension and 4-H Service District ("District") imposes permanent rate property taxes in the Sandy Urban Renewal Area and the Board of County Commissioners as its governing body may concur or reject the maximum indebtedness of the Plan as stated in the Urban Renewal Plan Amendment and modified revenue sharing. All debt is estimated to be paid by fiscal year end (FYE) 2048.

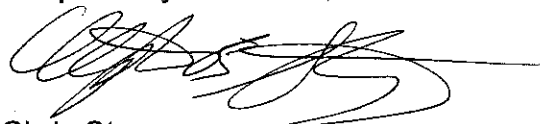
If the Plan changes go forward, the Plan would decrease the amount of funding available to the District by an average of approximately \$7,300 per year, for a total of \$205,690. The District represents approximately 0.3% of the underlying permanent levy that may vote on the measure.

Staff has prepared a draft resolution that may be adopted to either concur with or reject the proposal for the Board's consideration.

RECOMMENDATION:

Staff respectfully recommends that the Board of the County Commissioners hold a public discussion with opportunity for public input, and decide to either concur with or reject the City of Sandy's proposal on behalf of the District.

Respectfully submitted,



Chris Storey
Assistant County Counsel

Attachments:
Model Resolution

In the Matter of the Clackamas County
Extension and 4-H Service District
Response to the City of
Sandy Request for
Consent Regarding Certain
Changes to Its Urban Renewal Plan
Area and Authorized Indebtedness

RESOLUTION No. _____
Page 1 of 2

WHEREAS, the City of Sandy, Oregon adopted the Sandy Urban Renewal Plan on December 21, 1998 by Ordinance No. 98-18 (the "Plan"); and

WHEREAS, the Sandy Urban Renewal Agency and the City of Sandy are considering a substantial amendment to the Plan to increase its maximum indebtedness from \$18,000,000 to \$67,000,000 ("Urban Renewal Plan Amendment"), which increase exceeds the statutory limit of 20% of the original maximum indebtedness, as adjusted, under Oregon Revised Statute ("ORS") 457; and

WHEREAS, the increase in maximum indebtedness of more than 20% of the original maximum indebtedness, as adjusted, requires the concurrence of those taxing districts imposing at least 75 percent of the amount of taxes imposed under permanent rate limits in the urban renewal area; and

WHEREAS, revenue-sharing can be modified by agreement of those taxing districts imposing at least 75% of the amount of taxes imposed under permanent rate limits in the urban renewal area; and

WHEREAS, the Clackamas County Extension and 4-H Service District imposes permanent rate property taxes in the Sandy Urban Renewal Area and wishes to indicate its [concurrence][rejection] with the increase in the maximum indebtedness of the Plan as stated in the Urban Renewal Plan Amendment and wishes to indicate its [concurrence][rejection] with the modified revenue sharing that is estimated to pay off all debt by fiscal year end (FYE) 2048;

NOW, THEREFORE, it is hereby resolved:

1. The Board hereby [concurs with][rejects] the increase in the maximum indebtedness of the Sandy Urban Renewal Plan as indicated in the Urban Renewal Plan Amendment, which increase is more than 20% of the original maximum indebtedness as adjusted.
2. The Board hereby [concurs with][rejects] the modified revenue sharing as projected in the financial model where all debt is estimated to be paid off in FYE 2048 and shown as Exhibit A to this resolution. The Board understands that these are estimates based on projected tax increment revenues and actual payments will depend on actual tax increment revenue amounts.

Dated this 25th day of June, 2015.

In the Matter of the Clackamas County
Extension and 4-H Service District
Response to the City of
Sandy Request for
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Area and Authorized Indebtedness

RESOLUTION No. _____
Page 1 of 2

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS as the
Governing Body of the Clackamas County Extension and 4-H Service District**

Chair

Recording Secretary



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

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Adopting a Board Resolution in the matter of the
Library District of Clackamas County Response to the City of Sandy
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Urban Renewal Plan Area and Authorized Indebtedness

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Funding Source	The revenue is diverted to urban renewal uses and is not made up from other sources. It will result in a decrease in funds available to support library services provided by the City of Sandy
Safety Impact	The Urban Renewal Plan Amendment includes street improvements that will increase safety for motorists.
Duration	If adopted, the Urban Renewal Plan Amendment will pay off all debt in 2048. The City of Sandy has indicated that they will try to pay debt off earlier if possible.
Previous Board Action/Review	On June 16, the Board of County Commissioners received testimony from staff from the County and City of Sandy regarding the proposed Plan Amendment and approved putting the matter for discussion at their June 25, 2015 Business Meeting
Contact Person	Chris Storey, Assistant County Counsel
Contract No.	n/a at this time

BACKGROUND:

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The Library District of Clackamas County ("District") imposes permanent rate property taxes in the Sandy Urban Renewal Area and the Board of County Commissioners as its governing body may concur or reject the maximum indebtedness of the Plan as stated in the Urban Renewal Plan Amendment and modified revenue sharing. All debt is estimated to be paid by fiscal year end (FYE) 2048.

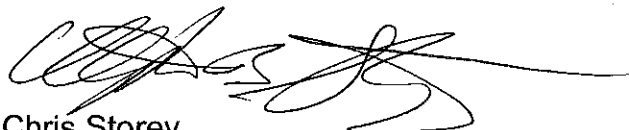
If the Plan changes go forward, the Plan would decrease the amount of funding available to the District by an average of approximately \$58,000 per year, for a total of \$1,634,821. These monies, by agreement, would otherwise be given exclusively to the City of Sandy in support of the provision of library services in their service area. The District represents approximately 2.68% of the underlying permanent levy that may vote on the measure.

Staff has prepared a draft resolution that may be adopted to either concur with or reject the proposal for the Board's consideration.

RECOMMENDATION:

Staff respectfully recommends that the Board of the County Commissioners hold a public discussion with opportunity for public input, and decide to either concur with or reject the City of Sandy's proposal on behalf of the District.

Respectfully submitted,



Chris Storey
Assistant County Counsel

Attachments:
Model Resolution

In the Matter of the Library
District of Clackamas County
Response to the City of
Sandy Request for
Consent Regarding Certain
Changes to Its Urban Renewal Plan
Area and Authorized Indebtedness

RESOLUTION No. ____
Page 1 of 2

WHEREAS, the City of Sandy, Oregon adopted the Sandy Urban Renewal Plan on December 21, 1998 by Ordinance No. 98-18 (the "Plan"); and

WHEREAS, the Sandy Urban Renewal Agency and the City of Sandy are considering a substantial amendment to the Plan to increase its maximum indebtedness from \$18,000,000 to \$67,000,000 ("Urban Renewal Plan Amendment"), which increase exceeds the statutory limit of 20% of the original maximum indebtedness, as adjusted, under Oregon Revised Statute ("ORS") 457; and

WHEREAS, the increase in maximum indebtedness of more than 20% of the original maximum indebtedness, as adjusted, requires the concurrence of those taxing districts imposing at least 75 percent of the amount of taxes imposed under permanent rate limits in the urban renewal area; and

WHEREAS, revenue-sharing can be modified by agreement of those taxing districts imposing at least 75% of the amount of taxes imposed under permanent rate limits in the urban renewal area; and

WHEREAS, the Library District of Clackamas County imposes permanent rate property taxes in the Sandy Urban Renewal Area and wishes to indicate its [concurrence][rejection] with the increase in the maximum indebtedness of the Plan as stated in the Urban Renewal Plan Amendment and wishes to indicate its [concurrence][rejection] with the modified revenue sharing that is estimated to pay off all debt by fiscal year end (FYE) 2048;

NOW, THEREFORE, it is hereby resolved:

1. The Board hereby [concurs with][rejects] the increase in the maximum indebtedness of the Sandy Urban Renewal Plan as indicated in the Urban Renewal Plan Amendment, which increase is more than 20% of the original maximum indebtedness as adjusted.
2. The Board hereby [concurs with][rejects] the modified revenue sharing as projected in the financial model where all debt is estimated to be paid off in FYE 2048 and shown as Exhibit A to this resolution. The Board understands that these are estimates based on projected tax increment revenues and actual payments will depend on actual tax increment revenue amounts.

Dated this 25th day of June, 2015.

In the Matter of the Library
District of Clackamas County
Response to the City of
Sandy Request for
Consent Regarding Certain
Changes to Its Urban Renewal Plan
Area and Authorized Indebtedness

RESOLUTION No. ____
Page 2 of 2

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS as the
Governing Body of the Library District of Clackamas County**

Chair

Recording Secretary



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2014-2015

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2014-2015
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$250,000.
Funding Source	Includes changes in Federal Operating Grants.
Safety Impact	N/A
Duration	July 1, 2014-June 30, 2015
Previous Board Action/Review	Budget Adopted June 26, 2014, amended December 11, 2014 , January 29 and June 11, 2015
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (4) which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The County School Fund is recognizing US Forest Reserve revenue and budgeting to forward it to county schools.

The effect of this Resolution is an increase in appropriations of \$250,000 including revenues as detailed below:

Federal Operating Grants	<u>\$ 250,000.</u>
Total Recommended	<u>\$ 250,000.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,


Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Greater Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2014-15



Resolution No _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2014 through June 30, 2015, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 25, 2015.

WHEREAS; the funds being adjusted are:

. County School Fund;

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2014 through June 30, 2015.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
June 25, 2015

COUNTY SCHOOL FUND

Revenue:	
Federal Operating Grants	\$ 250,000.
Total	<u>\$ 250,000.</u>
Expense:	
Special Payments	\$ 250,000.
Total	<u>\$ 250,000.</u>

County School Fund is recognizing US Forest Reserve revenue and budgeting to forward it to county schools.

2015-63

MARC GONZALES
DIRECTOR



DEPARTMENT OF FINANCE

June 25, 2015

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution Adopting the Clackamas County 2015-2016
Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016**

Purpose/Outcome	Budget adoption for Clackamas County FY 2015-2016
Dollar Amount and Fiscal Impact	The effect is to adopt a budget of \$679,773,790
Funding Source	Includes Fund Balance, Fees, Licenses, Permits, Fines, Assessments and Other Service Charges, Federal, State and Other Grants, Revenue from Bonds and Other Debt, Interfund Transfers, Internal Service Reimbursements, Other Resources and Taxes.
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Committee approval June 3, 2015.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Attached are the Resolution and exhibits to adopt the budget as published and approved by the Budget Committee and amended by the Board of County Commissioners in accordance with state budget law, and impose taxes.

This Resolution establishes a budget for Clackamas County July 1, 2015 through June 30, 2016 inclusive of \$679,773,790.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Resolution and exhibits.

Sincerely,

Diane Padilla
Budget Manager

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

In the Matter of Adopting a Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016, for Clackamas County

Resolution No. 2015-63
1 of 2 pages

BE IT RESOLVED that the Board of Commissioners of Clackamas County hereby amends the budget approved by the Clackamas County Budget Committee in compliance with Oregon Local Budget Law and as detailed in the attached Exhibit A which is, by this reference, incorporated herein.

BE IT RESOLVED that the Board of Commissioners of Clackamas County hereby adopts this amended budget in the total of \$679,773,790 and establishes appropriations as detailed in the attached Exhibit B, which is, by this reference, incorporated herein. This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the Budget Committee has accepted the recommendations of the Compensation Board for Elected Officials as detailed in the attached Exhibit C.

BE IT RESOLVED that the County Administrator has recommended for passage by the Board of Commissioners a salary range adjustment and general increase of 2.10% for non-represented employees of the County effective July 1, 2015.

BE IT RESOLVED that in conformance with Governmental Accounting Standards Board Statement Number 54, the County acknowledges that amounts transferred from the General Fund in operational support to the Sheriff's Operations Fund (216), The District Attorney Fund (220), The Juvenile Fund (260) and the Community Corrections Fund (219) for Fiscal Year 2015-16 are 'committed funds' as defined in GASB Statement 54.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2015-2016 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

- (1) At the rate of \$2.4042 per \$1,000 of assessed value for permanent rate tax in cities which provide their own police patrol service; and
- (2) At the rate of \$2.9766 per \$1,000 of assessed value for permanent rate tax in remaining cities and unincorporated areas; and
- (3) At the rate of \$0.2480 per \$1,000 of assessed value for local option tax

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

In the Matter of Adopting a Budget, Making
Appropriations and Imposing and
Categorizing Taxes for the Period of July 1,
2015 through June 30, 2016, for
Clackamas County



Resolution No. 2015-63
2 of 2 pages

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:


The above statements were approved and declared adopted on this 25th day of June,
2015.

DATED this 25th day of June, 2015

BOARD OF COUNTY COMMISSIONERS



Chair



Recording Secretary

Exhibit A

CHANGES TO 2015-2016 APPROVED BUDGET

Expenditures	Approved by Budget Committee	Change	Revised Budget
Clackamas Health Centers Fund			
Health Housing & Human Services	33,285,416	310,000	33,595,416
Not Allocated to Organizational Unit Contingency	8,084,279	(310,000)	7,774,279
<p style="text-align: center;">Provide one-time support for comprehensive behavioral health center (Unity) and Clackamas National Alliance on Mental Illness (NAMI)</p>			
Budget as approved by Budget Committee			679,773,790
Changes made by Board of County Commissioners			0
Adopted Budget			679,773,790

Exhibit B

**SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2015-2016**

	<u>APPROPRIATION</u>
<u>GENERAL FUND</u>	
Board of County Commissioners	1,513,111
County Administration	2,154,287
County Counsel	2,383,496
Human Resources	5,519,924
Assessor	7,382,210
Clerk	2,523,597
Transportation & Development	1,109,404
Finance	5,546,635
Treasurer	851,293
Public & Government Affairs	2,613,522
Not Allocated to Organizational Unit:	
Personnel Services	17,367,209
Materials & Services	7,532,862
Debt Service	244,303
Special Payments	861,038
Interfund Transfers	102,815,939
Contingency	7,926,678
FUND TOTAL	<u>\$ 168,345,508</u>
<u>COUNTY FAIR FUND</u>	
Business & Community Services	1,719,004
Not Allocated to Organizational Unit:	
Special Payments	20,000
Contingency	246,051
FUND TOTAL	<u>\$ 1,985,055</u>
<u>COUNTY SCHOOL FUND</u>	
Not Allocated to Organizational Unit:	
Special Payments	85,500
FUND TOTAL	<u>\$ 85,500</u>
<u>BUILDING CODES FUND</u>	
Transportation & Development	5,842,873
Not Allocated to Organizational Unit:	
Contingency	957,123
FUND TOTAL	<u>\$ 6,799,996</u>

PUBLIC SAFETY LOCAL OPTION LEVY FUND

Sheriff		11,122,773
Not Allocated to Organizational Unit:		
Contingency		5,000
	FUND TOTAL	
		<u>\$ 11,127,773</u>

CLACKAMAS COUNTY RESOLUTION SVCS FUND

Resolution Services		1,444,565
	FUND TOTAL	
		<u>\$ 1,444,565</u>

BUSINESS & ECONOMIC DEVELOPMENT FUND

Business & Community Services		4,260,826
Not Allocated to Organizational Unit:		
Interfund Transfers		1,253,000
Special Payments		50,000
Contingency		565,493
	FUND TOTAL	
		<u>\$ 6,129,319</u>

EMERGENCY MANAGEMENT FUND

Emergency Management		2,541,653
Not Allocated to Organizational Unit:		
Special Payments		50,000
Contingency		532,226
	FUND TOTAL	
		<u>\$ 3,123,879</u>

LAW LIBRARY FUND

Law Library		481,853
Not Allocated to Organizational Unit:		
Contingency		75,000
	FUND TOTAL	
		<u>\$ 556,853</u>

LIBRARY SERVICES FUND

Business & Community Services		4,314,731
Not Allocated to Organizational Unit:		
Special Payments		7,808,410
Contingency		102,255
	FUND TOTAL	
		<u>\$ 12,225,396</u>

PARKS FUND

Business & Community Services	2,518,135
Not Allocated to Organizational Unit:	
Special Payments	19,000
Contingency	201,584
FUND TOTAL	<u>\$ 2,738,719</u>

PLANNING FUND

Transportation & Development	3,275,284
Not Allocated to Organizational Unit:	
Contingency	199,647
FUND TOTAL	<u>\$ 3,474,931</u>

ROAD FUND

Transportation & Development	37,808,487
Not Allocated to Organizational Unit:	
Interfund Transfers	592,520
Contingency	3,501,707
FUND TOTAL	<u>\$ 41,902,714</u>

SHERIFF FUND

Sheriff	70,081,947
Not Allocated to Organizational Unit:	
Interfund Transfers	1,358,403
FUND TOTAL	<u>\$ 71,440,350</u>

CODE ENFORCEMENT & SUSTAINABILITY FUND

Transportation & Development	2,520,061
Not Allocated to Organizational Unit:	
Special Payments	37,500
Contingency	312,394
FUND TOTAL	<u>\$ 2,869,955</u>

PROPERTY MANAGEMENT FUND

Business & Community Services	811,212
Not Allocated to Organizational Unit:	
Special Payments	5,000
Contingency	67,482
FUND TOTAL	<u>\$ 883,694</u>

COMMUNITY CORRECTIONS FUND

Sheriff		14,059,679
Not Allocated to Organizational Unit:		
Contingency		80,501
	FUND TOTAL	
		<u>\$ 14,140,180</u>

DISTRICT ATTORNEY FUND

District Attorney		11,838,896
	FUND TOTAL	
		<u>\$ 11,838,896</u>

JUSTICE COURT FUND

Justice Court		3,631,299
Not Allocated to Organizational Unit:		
Interfund Transfers		195,087
Contingency		528,654
	FUND TOTAL	
		<u>\$ 4,355,040</u>

TRANSPORTATION SDC FUND

Not Allocated to Organizational Unit:		
Materials & Services		273,046
Debt Service		2,042,693
Interfund Transfers		341,230
Contingency		1,425,819
	FUND TOTAL	
		<u>\$ 4,082,788</u>

PUBLIC LAND CORNER PRESERVATION FUND

Transportation & Development		739,941
Not Allocated to Organizational Unit:		
Contingency		119,564
	FUND TOTAL	
		<u>\$ 859,505</u>

HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION FUND

Not Allocated to Organizational Unit:		
Materials & Services		245,226
Debt Service		1,140,635
Interfund Transfers		742,996
Contingency		1,946,617
	FUND TOTAL	
		<u>\$ 4,075,474</u>

HEALTH, HOUSING & HUMAN SERVICES ADMINISTRATION FUND

Health, Housing & Human Services	1,333,241
Not Allocated to Organizational Unit:	
Interfund Transfers	33,000
Contingency	212,585
FUND TOTAL	<u>\$ 1,578,826</u>

BEHAVIORAL HEALTH FUND

Health, Housing & Human Services	34,487,640
Not Allocated to Organizational Unit:	
Interfund Transfers	283,577
Contingency	6,294,163
FUND TOTAL	<u>\$ 41,065,380</u>

SOCIAL SERVICES FUND

Health, Housing & Human Services	22,170,753
Not Allocated to Organizational Unit:	
Contingency	280,000
FUND TOTAL	<u>\$ 22,450,753</u>

COMMUNITY DEVELOPMENT FUND

Health, Housing & Human Services	7,584,877
FUND TOTAL	<u>\$ 7,584,877</u>

COMMUNITY SOLUTIONS FUND

Health, Housing & Human Services	4,321,958
FUND TOTAL	<u>\$ 4,321,958</u>

CHILDREN YOUTH & FAMILIES FUND

Health, Housing & Human Services	4,750,683
FUND TOTAL	<u>\$ 4,750,683</u>

DOG SERVICES FUND

Transportation & Development	2,133,541
Not Allocated to Organizational Unit:	
Contingency	204,312
FUND TOTAL	<u>\$ 2,337,853</u>

COUNTY SAFETY NET LEGISLATION LOCAL PROJECTS FUND

Not Allocated to Organizational Unit:		
Materials & Services		91,794
FUND TOTAL		<u>\$ 91,794</u>

PUBLIC HEALTH FUND

Health, Housing & Human Services		8,227,177
Not Allocated to Organizational Unit:		
Interfund Transfers		40,000
Contingency		696,861
FUND TOTAL		<u>\$ 8,964,038</u>

CLACKAMAS HEALTH CENTERS FUND

Health, Housing & Human Services		33,285,416
Not Allocated to Organizational Unit:		
Special Payments		310,000
Interfund Transfers		1,706,667
Contingency		7,774,279
FUND TOTAL		<u>\$ 43,076,362</u>

TRANSIENT ROOM TAX FUND

Not Allocated to Organizational Unit:		
Materials & Services		72,400
Interfund Transfers		3,823,161
FUND TOTAL		<u>\$ 3,895,561</u>

TOURISM DEVELOPMENT FUND

Tourism Development		3,754,137
Not Allocated to Organizational Unit:		
Special Payments		52,000
Contingency		350,000
FUND TOTAL		<u>\$ 4,156,137</u>

FOREST MANAGEMENT FUND

Business & Community Services		1,326,622
Not Allocated to Organizational Unit:		
Special Payments		20,000
Interfund Transfers		180,000
Contingency		2,143,619
FUND TOTAL		<u>\$ 3,670,241</u>

JUVENILE FUND

Juvenile	10,791,452
Not Allocated to Organizational Unit:	
Contingency	150,000
FUND TOTAL	<u>\$ 10,941,452</u>

CLACKAMAS COUNTY DEBT SERVICE FUND

Not Allocated to Organizational Unit:	
Debt Service	9,430,136
FUND TOTAL	<u>\$ 9,430,136</u>

DTD CAPITAL PROJECTS FUND

Not Allocated to Organizational Unit:	
Capital Outlay	11,714,297
Contingency	146,364
FUND TOTAL	<u>\$ 11,860,661</u>

CAPITAL PROJECTS RESERVE FUND

Not Allocated to Organizational Unit:	
Materials & Services	211,561
Capital Outlay	10,611,973
Contingency	500,000
FUND TOTAL	<u>\$ 11,323,534</u>

LID CONSTRUCTION FUND

Not Allocated to Organizational Unit:	
Materials & Services	200,000
Contingency	342,284
FUND TOTAL	<u>\$ 542,284</u>

STONECREEK GOLF COURSE FUND

Not Allocated to Organizational Unit:	
Materials & Services	2,262,887
Interfund Transfers	500,000
Capital Outlay	100,000
Contingency	342,473
FUND TOTAL	<u>\$ 3,205,360</u>

CLACKAMAS BROADBAND UTILITY FUND

Technology Services	962,736
FUND TOTAL	<u>\$ 962,736</u>

CABLE ADMINISTRATION FUND

Public & Government Affairs	1,327,740
FUND TOTAL	<u>\$ 1,327,740</u>

RECORDS MANAGEMENT FUND

Clerk	585,958
FUND TOTAL	<u>\$ 585,958</u>

FACILITIES MANAGEMENT FUND

Finance	10,275,497
Not Allocated to Organizational Unit: Contingency	286,978
FUND TOTAL	<u>\$ 10,562,475</u>

ELECTRONIC SERVICES FUND

Technology Services	2,937,059
FUND TOTAL	<u>\$ 2,937,059</u>

TECHNOLOGY SERVICES FUND

Technology Services	11,403,375
Not Allocated to Organizational Unit: Contingency	305,296
FUND TOTAL	<u>\$ 11,708,671</u>

CENTRAL DISPATCH FUND

Emergency Communications	6,809,056
Not Allocated to Organizational Unit: Contingency	345,590
FUND TOTAL	<u>\$ 7,154,646</u>

SELF-INSURANCE FUND

Not Allocated to Organizational Unit: Materials & Services	25,552,248
Contingency	6,980,999
FUND TOTAL	<u>\$ 32,533,247</u>

RISK MANAGEMENT CLAIMS FUND

Not Allocated to Organizational Unit: Materials & Services	5,423,613
Contingency	4,520,845
FUND TOTAL	<u>\$ 9,944,458</u>

FLEET SERVICES FUND

Finance

FUND TOTAL

5,828,206
\$ 5,828,206

TOTAL

\$ 653,279,176

TOTAL APPROPRIATED

\$ 653,279,176

TOTAL UNAPPROPRIATED

\$ 26,494,614

TOTAL ADOPTED BUDGET

\$ 679,773,790

COMPENSATION BOARD FOR ELECTED OFFICIALS

TO: Budget Committee

FROM: Compensation Board for Elected Officials

DATE: April 30, 2015

SUBJECT: Salary Recommendations for Elected Officials

At its April 23, 2015 meeting, the Compensation Board made recommendations for salaries of all elected officials: Assessor, Clerk, Commissioner, District Attorney, Justice of the Peace, Sheriff and Treasurer.

It is the Budget Committee's responsibility to balance all budget requests and provide for a budget in which expenses do not exceed revenues. It is the Compensation Board's responsibility to evaluate and recommend salary adjustments for the County's elected officials in order to maintain competitive wages with the market place. To accomplish this goal, the Compensation Board compares the salaries paid to elected officials in Clackamas County with those paid to other comparably employed individuals in similar labor markets (government agencies) such as Multnomah County, Washington County, Clark County and City of Portland.

The Compensation Board was pleased to note that the majority of their recommendations were approved by the Budget Committee last year and encourages the committee to accept their recommendations again this year. It is the Compensation Board's opinion that this year's favorable budget conditions present an opportunity to make the needed salary adjustments to pay our elected officials comparatively with similar elected officials in neighboring jurisdictions. As in previous years, the Compensation Board's recommendations are based on achieving or maintaining market parity and the desire to maintain internal alignment with second-in-command employees.

For over ten years, the Compensation Board's philosophy has been to maintain elected officials' salaries within plus or minus (+/-) 5% of the market adjusted average. This year, the Compensation Board reassessed this philosophy and made the decision to change this threshold to plus or minus (+/-) 3%. It is believed that maintaining this tighter threshold will help to avoid larger gaps from year to year.

Recommendations

Cost-of-Living Adjustment

The Compensation Board recognizes that six of the eight bargaining groups will be involved in collective bargaining this year. The two represented employee groups with current contracts will receive a 2% COLA on July 1, 2015, their bargained minimum. The County has budgeted for Non-Represented employees to receive a 2.0% cost-of-living adjustment; however, the Portland/Salem CPI-W used by the majority of employee groups was 2.1%. With this in mind, the Compensation Board recommends all elected officials receive a cost-of-living adjustment equivalent to the approved percentage for the Non-Represented group on July 1, 2015 in order to maintain internal alignment. For the District Attorney, the Compensation Board recommends a cost-of-living adjustment to the County's portion of the official's salary. The State provides the majority of the District Attorney's salary and this COLA recommendation represents the equivalent of the overall increase (i.e., if the COLA is 2.0%, this increase would be 7.4% to represent an overall increase of 2.0% for the District Attorney).

Salary Adjustment based on Market

In consideration of the Compensation Board's revised philosophy to maintain elected officials' salaries within plus or minus (+/-) 3% of the market adjusted average, individual market adjustments are recommended for all elected official positions except for District Attorney and Sheriff, which are both more than 3% above market.

The position of Assessor is 4.1% below market average. The Compensation Board recommends a 2.0% individual market adjustment for Assessor effective July 1, 2015. This increase is recommended in order to bring this position closer to market and within the +/- 3% threshold. Internal alignment with the second-in-command is also a concern for this position.

The position of Clerk is 5.5% below market average. The Compensation Board recommends a 3.0% individual market adjustment for Clerk effective July 1, 2015. This increase is recommended in order to bring this position closer to market and within the +/- 3% threshold.

The position of Commissioner is currently 6.1% below market average. The Compensation Board recommends a 1.5% individual market adjustment for Commissioner effective July 1, 2015. This is the same individual increase amount that was recommended last year but not approved by the Budget Committee. This conservative increase is recommended in order to bring this position closer to market and within the +/- 3% threshold.

The position of District Attorney is currently 3.9% over market average. The Compensation Board recommends no individual market increase for the District Attorney at this time; however internal alignment with the second-in-command may be of concern next year.

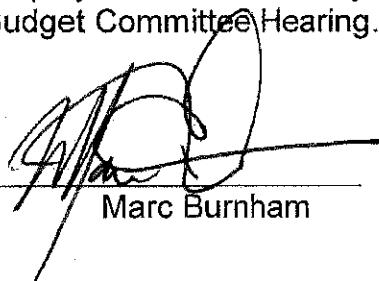
The position of Justice of the Peace is 4.2% below market average. The Compensation Board recommends a 2.0% individual market adjustment for Justice of the Peace effective July 1, 2015. This increase is recommended in order to bring this position closer to market and within the +/- 3% threshold.

The position of Sheriff is currently 13.8% over market average. The Compensation Board recommends no individual market increase for the Sheriff at this time; however, to maintain compliance with ORS language and following the Compensation Board practice, the County will continue to ensure that the Sheriff's salary is at least \$1.00 per month more than the salary of the highest paid Undersheriff position.

The position of Treasurer is currently 5.0% below market average. The Compensation Board recommends a 3.0% individual market adjustment for Treasurer effective July 1, 2015. This increase is recommended in order to maintain the progress made last year to bring this position closer to market and within the +/- 3% threshold.

The sum of the Compensation Board's recommended increase of \$42,114.63 constitutes approximately 0.02% of the County's total FY 14/15 personal services budget of \$221,257,702.00.

The Compensation Board takes its responsibilities very seriously and is supported by County Employee Services staff which performs the data collection and research for the Compensation Board. Our recommendation summary and fiscal impact spreadsheet are attached for your information. We may be contacted if you have questions regarding this information. Heather Pedersen, Compensation Manager, served as staff to our Board and can also provide information. Ms. Pedersen can be reached at (503) 742-5484. Ms. Pedersen and the Director of Employee Services, Nancy Drury, will be presenting these recommendations at the May 28, 2015 Budget Committee Hearing.



Marc Burnham



Timshel Tarbet



Andrew Loomis

COMPENSATION BOARD FOR ELECTED OFFICIALS

As set out by Board Order 90-498 and Oregon Revised Statute 204.112, Compensation Board members Marc Burnham, Timshel Tarbet and Andrew Loomis met on April 16, April 23, and April 30, 2015 to consider relevant information and to make recommendations for elected officials' compensation for fiscal year 2015/2016.

In reviewing the compensation for elected officials, the Compensation Board looked at cash compensation and deferred compensation for all of the Clackamas County comparables (Clark, Deschutes, Lane, Marion, Multnomah and Washington Counties, Cities of Portland and Vancouver, and Metro). The Compensation Board has endeavored to compare positions with similar responsibilities and accountabilities among comparable jurisdictions that provide essentially the same services. The Compensation Board's recommendations are then forwarded to the Budget Committee and to the Board of County Commissioners as a flat monthly rate which includes the fiscal impact of the recommendations, if any.

RECOMMENDATIONS

The Compensation Board recommends all elected officials receive a cost-of-living adjustment (COLA) on July 1, 2015 commensurate to that received by the Non-Represented employee group. For the District Attorney, the Compensation Board recommends a cost of living adjustment to the County's portion of the official's salary which represents the equivalent overall increase, recognizing that the State provides the majority of the District Attorney's salary.

The Compensation Board also recommends that select elected officials receive the full individual market adjustment recommendations as specified below.

Assessor

The Compensation Board reviewed the monthly salaries for Assessor in Clark, Deschutes, Lane, Marion and Multnomah Counties. They also reviewed the comparable positions' responsibilities, size of the personal services budget, the number of direct and indirect reports, the second-in-command's salary range and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the Assessor's adjusted salary appears to be 4.1% below the adjusted market average. The Compensation Board recommends an individual salary adjustment of 2.0% for Assessor effective July 1, 2015. This recommended increase, combined with the recommended COLA as described above, reflects an effort to reduce the margin of disparity with the market. The recommended cost-of-living adjustment and individual salary adjustment would increase the Assessor's base monthly salary from \$8,503.19 to \$8,846.72 effective July 1, 2015.

Clerk

The Compensation Board reviewed the monthly salaries for Clerk in Deschutes, Lane and Marion Counties. They also reviewed the comparable positions' responsibilities, size of the personal services budget, population served, the number of direct and indirect reports, the second-in-command's salary range, and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the Clerk's adjusted salary appears to be 5.5% below the adjusted market average. The Compensation Board recommends a 3.0% individual salary adjustment for the Clerk effective July 1, 2015. This recommended increase, combined with the recommended COLA as described above, reflects an effort to reduce the margin of disparity with the market. The recommended cost-of-living adjustment and individual salary adjustment would increase the Clerk's base monthly salary from \$7,627.62 \$8,013.58 effective July 1, 2015.

Commissioner

The Compensation Board reviewed the monthly salaries for Commissioner or comparable positions in Clark, Lane, Marion, Multnomah and Washington Counties, City of Portland and Metro. They also reviewed the comparable positions' responsibilities, size of the personal services budget, number of direct and indirect reports, the second-in-command's salary range, and the actual salary of Clackamas County's incumbents. The Compensation Board noted that the Commissioners' adjusted salary appears to be 6.1% below the adjusted market average. The Compensation Board recommends an individual market adjustment of 1.5% for Commissioner effective July 1, 2015. The recommended increases, as described above, reflect an effort to reduce the margin of disparity with the market. The recommended cost-of-living increase and individual salary adjustment would increase the Commissioners' base monthly salary from \$7,200.37 to \$7,454.54 effective July 1, 2015.

As the Board Chair position receives a 2% add-to-pay, the recommended cost-of-living increase and individual salary adjustment would increase the Board Chair base monthly salary from \$7,344.37 to \$7,603.63 effective July 1, 2015.

District Attorney

The Compensation Board reviewed the monthly salaries for District Attorney in Clark, Lane, Marion and Washington Counties. They also reviewed the comparable positions' responsibilities, size of the personal services budget, the number of direct and indirect reports, the second-in-command's salary range, and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the District Attorney's total adjusted salary (State and County) appears to be 3.9% above the adjusted market average. In addition to the salary provided by the State, each County provides additional salary at their discretion. The Compensation Board recommends no individual market adjustment for the District Attorney at this time. This recommendation recognizes that the current pay rate is above market average. The recommended cost-of-living adjustment would increase the District Attorney's base monthly salary (County portion only) from \$3,616.07 to \$3,883.66 effective July 1, 2015.

Justice of the Peace

The Compensation Board reviewed the monthly salaries for Justice of the Peace in Deschutes, Marion and Washington Counties. The Compensation Board also reviewed the comparable positions' responsibilities, size of the personal services budget, number of direct and indirect reports, the second-in-command's salary range and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the adjusted salary for Justice of the Peace appears to be 4.2% below the adjusted market average. The Compensation Board recommends an individual market adjustment of 2.0% for Justice of the Peace effective July 1, 2015. This recommended increase, combined with the recommended COLA as described above, reflects an effort to reduce the margin of disparity with the market. The recommended cost-of-living adjustment and individual salary adjustment would increase the base monthly salary for Justice of the Peace from \$7,860.09 to \$8,177.64 effective July 1, 2015.

Sheriff

The Compensation Board reviewed the monthly salaries for Sheriff in Clark, Lane, Marion and Washington Counties. They also reviewed the comparable positions' responsibilities, size of the personal services budget, the number of direct and indirect reports, the second-in-command's salary range, and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the Sheriff's adjusted salary appears to be 13.8% above the adjusted market average. The Compensation Board recommends no individual increase at this time, recognizing that the current pay rate is above the market average. The Compensation Board reiterated that the County will continue to ensure the Sheriff's salary is at least \$1.00 more per month than that of the highest paid Undersheriff position. This follows the Compensation Board practice and maintains compliance with ORS language. The recommended cost-of-living adjustment would increase the Sheriff's base monthly salary from \$13,467.99 to \$13,737.35 effective July 1, 2015.

It is noted that the Sheriff's salary was increased once in fiscal year 2014/2015 due to an increase in the salary of the highest paid Undersheriff. If at any time during fiscal year 2015/2016 an Undersheriff receives a salary increase such as a cost-of-living or merit increase, the Sheriff's pay rate will be evaluated for compliance and adjustments made as necessary.

Treasurer

The Compensation Board reviewed the monthly salaries for Treasurer in Marion County, City of Portland and City of Vancouver. They also reviewed the comparable positions' responsibilities, size of the personal services budget, the number of direct and indirect reports, the second-in-command's salary range, size of investment portfolio, and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the Treasurer's adjusted salary appears to be 5.0% below the adjusted market average. The Compensation Board recommends an individual market adjustment of 3.0% for Treasurer effective July 1, 2015. The recommended increases, as described above, reflect an effort to reduce the margin of disparity with the market. The recommended cost-of-living increase and individual market adjustment would increase the Treasurer's base monthly salary from \$8,746.15 to \$9,188.71 effective July 1, 2015.

**COMPENSATION BOARD FOR ELECTED OFFICIALS
RECOMMENDATIONS FOR FY 2015/2016 - COLA and Individual Market Adjustments**

ELECTED OFFICIAL	CURRENT MONTHLY SALARY <i>(w/6.27% deferred comp in italics)</i>	Effective July 1, 2015				FISCAL IMPACT July 1, 2015 - June 30, 2016
		RECOMMENDED COST-OF-LIVING ADJUSTMENT	PROPOSED MONTHLY SALARY with COLA ONLY	RECOMMENDED INDIVIDUAL ADJUSTMENT	PROPOSED MONTHLY SALARY with INDV. ADJ.	
ASSESSOR Robert Vroman <i>Annual w/ 6.27% def comp</i>	\$8,503.19 <i>\$9,036.34</i> \$108,436	2.0%	\$8,673.25 <i>\$9,217.07</i> \$110,605	2.0%	\$8,846.72 <i>\$9,401.41</i> \$112,817	\$4,380.82
CLERK Sherry Hall <i>Annual w/ 6.27% def comp</i>	\$7,627.62 <i>\$8,105.87</i> \$97,270	2.0%	\$7,780.17 <i>\$8,267.99</i> \$99,216	3.0%	\$8,013.58 <i>\$8,516.03</i> \$102,192	\$4,921.89
COMMISSIONER John Ludlow - Board Chair* <i>Annual w/ 6.27% def comp</i>	\$7,344.37 <i>\$7,804.86</i> \$93,658	2.0%	\$7,491.26 <i>\$7,960.96</i> \$95,532	1.5%	\$7,803.63 <i>\$8,080.37</i> \$96,964	\$3,306.14
Paul Savas - Position 2 <i>Annual w/ 6.27% def comp</i>	\$7,200.37 <i>\$7,651.83</i> \$91,822	2.0%	\$7,344.38 <i>\$7,804.87</i> \$93,658	1.5%	\$7,454.54 <i>\$7,921.94</i> \$95,063	\$3,241.32
Martha Schrader - Position 3 <i>Annual w/ 6.27% def comp</i>	\$7,200.37 <i>\$7,651.83</i> \$91,822	2.0%	\$7,344.38 <i>\$7,804.87</i> \$93,658	1.5%	\$7,454.54 <i>\$7,921.94</i> \$95,063	\$3,241.32
Tootie Smith - Position 4 <i>Annual w/ 6.27% def comp</i>	\$7,200.37 <i>\$7,651.83</i> \$91,822	2.0%	\$7,344.38 <i>\$7,804.87</i> \$93,658	1.5%	\$7,454.54 <i>\$7,921.94</i> \$95,063	\$3,241.32
Jim Bernard - Position 5 <i>Annual w/ 6.27% def comp</i>	\$7,200.37 <i>\$7,651.83</i> \$91,822	2.0%	\$7,344.38 <i>\$7,804.87</i> \$93,658	1.5%	\$7,454.54 <i>\$7,921.94</i> \$95,063	\$3,241.32
DISTRICT ATTORNEY John Foote <i>State Compensation</i>	\$3,616.07 <i>\$3,842.80</i> <u>\$9,739.00</u> \$13,355.07 <i>\$13,581.80</i> \$162,982	7.4%	\$3,883.66 <i>\$4,127.16</i> <u>\$9,548.00</u> \$13,431.66 <i>\$13,675.16</i> \$164,102	0.0%	\$3,883.66 <i>\$4,127.16</i> <u>\$9,548.00</u> \$13,431.66 <i>\$13,675.16</i> \$164,102	\$3,412.40
JUSTICE OF THE PEACE Karen Brisbin <i>Annual w/ 6.27% def comp</i>	\$7,860.09 <i>\$8,352.92</i> \$100,235	2.0%	\$8,017.29 <i>\$8,519.98</i> \$102,240	2.0%	\$8,177.64 <i>\$8,690.38</i> \$104,285	\$4,049.49
SHERIFF** Craig Roberts <i>Annual w/ 6.27% def comp</i>	\$13,467.99 <i>\$14,312.43</i> \$171,749	2.0%	\$13,737.35 <i>\$14,598.68</i> \$175,184	0.0%	\$13,737.35 <i>\$14,598.68</i> \$175,184	\$3,434.98
TREASURER Shari Anderson <i>Annual w/ 6.27% def comp</i>	\$8,746.15 <i>\$9,294.53</i> \$111,534	2.0%	\$8,921.07 <i>\$9,480.42</i> \$113,765	3.0%	\$9,188.71 <i>\$9,764.84</i> \$117,178	\$5,643.64

TOTAL FISCAL IMPACT: \$42,114.63

* Compensation of Board Chair position includes a 2.0% add-to-pay approved by Budget Committee effective July 1, 2013.

** Sheriff's salary per Compensation Board's practice and O.R.S. language must be \$1 more per month than highest paid Undersheriff; salary adjustments will be made as necessary during fiscal year.

FORM LB-1

NOTICE OF BUDGET HEARING

A public meeting of the Clackamas County Board of Commissioners will be held on June 25, 2015 at 10:00 x am pm at 2051 Kaen Road, Oregon City, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2015 as approved by the Clackamas County Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at 2051 Kaen Road, Oregon City, Oregon 97045, between the hours of 7:00 a.m. and 6:00 p.m. This budget is for an x annual biennial budget period. This budget was prepared on a basis of accounting that is x the same as different than used the preceding year. If different, the major changes and their effect on the budget are:

Contact: Marc Gonzales, Finance Director

Telephone: (503)742-5405

Email: marcg@co.clackamas.or.us

FINANCIAL SUMMARY - RESOURCES

TOTAL OF ALL FUNDS	Actual Amount	Adopted Budget	Approved Budget
	2013-14	This Year 2014-15	Next Year 2015-16
Beginning Fund Balance/Net Working Capital	103,546,221	107,162,707	113,226,428
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	54,793,819	58,428,391	61,513,888
Federal, State and All Other Grants, Gifts, Allocations and Donations	122,155,138	136,110,441	140,423,738
Revenue from Bonds and Other Debt	443,486	713,316	691,070
Interfund Transfers / Internal Service Reimbursements	196,184,351	194,892,811	203,330,804
All Other Resources Except Current Year Property Taxes	24,131,498	33,900,837	42,162,962
Current Year Property Taxes Estimated to be Received	107,990,519	111,384,641	118,424,900
Total Resources	609,245,032	642,593,144	679,773,790

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION

Personnel Services	207,196,341	225,135,158	234,680,719
Materials and Services	149,675,386	195,976,564	200,073,089
Capital Outlay	18,611,373	31,311,656	31,813,130
Debt Service	17,329,568	14,134,330	12,857,767
Interfund Transfers	113,787,415	112,667,561	113,865,580
Contingencies		39,951,922	50,980,443
Special Payments		2,743,024	9,008,448
Unappropriated Ending Balance and Reserved for Future Expenditure	102,644,949	20,672,929	26,494,614
Total Requirements	609,245,032	642,593,144	679,773,790

FINANCIAL SUMMARY - REQUIREMENTS BY ORGANIZATIONAL UNIT OR PROGRAM *

Name of Organizational Unit or Program			
FTE for that unit or program			
Board of County Commissioners	1,310,450	1,521,330	1,513,111
FTE	5.00	5.00	5.00
County Administration	1,684,015	2,094,994	2,154,287
FTE	12.40	12.80	12.80
County Counsel	1,899,683	2,184,243	2,383,496
FTE	11.50	11.50	12.50
Human Resources	4,781,290	5,047,177	5,519,924
FTE	33.70	34.70	36.70
Assessor	6,638,746	7,185,360	7,382,210
FTE	57.50	57.50	58.50
Clerk	2,664,231	2,971,444	3,109,555
FTE	22.00	19.00	19.00
Transportation & Development	41,052,848	47,235,069	53,429,591
FTE	233.55	236.30	235.60
Finance	16,701,760	21,531,145	21,650,338
FTE	76.53	85.03	85.03
Treasurer	640,997	700,966	851,293
FTE	5.00	6.00	6.00
Public & Government Affairs	3,060,977	3,842,149	3,941,262
FTE	16.00	19.00	19.00
Business & Community Services	11,667,474	20,813,779	14,950,530
FTE	39.00	41.00	33.00
Resolution Services	1,253,633	1,415,675	1,444,565
FTE	10.20	10.20	10.08
Emergency Management	3,506,943	3,090,474	2,541,653
FTE	11.00	11.00	11.00
Law Library	904,500	751,349	481,853
FTE	2.44	2.44	2.24
District Attorney	11,262,825	12,091,803	11,838,896

FTE	73.80	74.30	74.30
Justice Court	5,138,325	4,124,212	3,631,299
FTE	10.50	10.50	10.50
Tourism Development	4,059,033	4,184,123	3,754,137
FTE	9.00	10.00	10.00
Juvenile	10,592,988	11,241,756	10,791,452
FTE	49.95	51.00	52.00
Technology Services	16,124,064	15,946,241	15,303,170
FTE	48.50	50.50	51.50
Emergency Communications	6,774,961	7,296,070	6,809,056
FTE	42.00	44.50	47.00
Health, Housing & Human Services	104,596,114.00	111,456,459.00	116,471,745.00
FTE	483.91	466.82	483.66
Sheriff	90,717,552	93,151,238	95,264,399
FTE	529.50	536.50	535.50
Not Allocated to Organizational Unit or Program	262,211,623.00	262,716,088.00	294,555,968
FTE	155.45	151.37	147.07
Total Requirements	609,245,032	642,593,144	679,773,790
Total FTE	1,938.43	1,946.96	1,957.98

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *

The Fiscal Year 2015-2016 budget reflects a similar scope and variety of services as was budgeted for in Fiscal year 2014-2015 although some organizational units are changing to reflect the introduction of Clackamas County's new strategic planning process, Performance Clackamas. This is a performance-based plan focused on achieving measurable results that enhance customer experience. Over the course of three years (2015-2016 being the first) all departments are projected to adopt Performance Clackamas.

PROPERTY TAX LEVIES

	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Permanent Rate Levy (Rate Limit 2.4042 Per \$1000 City/2.9766 Per \$1000 Rural)	2.4042 City/2.9766 Rural	2.4042 City/2.9766 Rural	2.4042 City/2.9766 Rural
Local Option Levy	0.2480	0.2480	0.2480
Levy For General Obligation Bonds			

STATEMENT OF INDEBTEDNESS

LONG TERM DEBT	Estimated Debt Outstanding on July 1	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds		
Other Bonds	\$81,495,000	
Other Borrowings	\$26,985,952	
Total	\$108,480,952	

* If more space is needed to complete any section of this form, insert lines (rows) on this sheet. You may delete blank lines.

Notice of Property Tax and Certification of Intent to Impose a Tax, Fee, Assessment or Charge on Property

FORM LB-50 2015-2016

To assessor of Clackamas County

Check here if this is an amended form.

Be sure to read instructions in the Notice of Property Tax Levy Forms and instruction booklet

The Clackamas District Name has the responsibility and authority to place the following property tax, fee, charge or assessment on the tax roll of Clackamas County Name County. The property tax, fee, charge or assessment is categorized as stated by this form.

2051 Kaen Road Mailing Address of District
Oregon City City
Or State
97045 ZIP code
07/09/2015 Date
Marc Gonzales Contact Person
Finance Director Title
(503) 742-5405 Daytime Telephone
marco@clackamas.us Contact Person E-Mail

CERTIFICATION - You must check one box if your district is subject to Local Budget Law.

- The tax rate or levy amounts certified in Part I are within the tax rate or levy amounts approved by the budget committee.
 The tax rate or levy amounts certified in Part I were changed by the governing body and republished as required in ORS 294.456.

PART I: TAXES TO BE IMPOSED

		Subject to General Government Limits Rate -or- Dollar Amount			
1.	Rate per \$1,000 or Total dollar amount levied (within permanent rate limit) . . .	1	cty 2.4042/rurl 2.9766		
2.	Local option operating tax	2	0.248		
3.	Local option capital project tax	3			
4.	City of Portland Levy for pension and disability obligations	4			
5a.	Levy for bonded indebtedness from bonds approved by voters prior to October 6, 2001	5a.			
5b.	Levy for bonded indebtedness from bonds approved by voters on or after October 6, 2001	5b.			
5c.	Total levy for bonded indebtedness not subject to Measure 5 or Measure 50 (total of 5a + 5b)	5c.			0

Excluded from Measure 5 Limits
Dollar Amount of Bond Levy

PART II: RATE LIMIT CERTIFICATION

6.	Permanent rate limit in dollars and cents per \$1,000	6	Cty 2.4042/ rurl 2.9766
7.	Election date when your new district received voter approval for your permanent rate limit	7	
8.	Estimated permanent rate limit for newly merged/consolidated district	8	

PART III: SCHEDULE OF LOCAL OPTION TAXES - Enter all local option taxes on this schedule. If there are more than two taxes, attach a sheet showing the information for each.

Purpose (operating, capital project, or mixed)	Date voters approved local option ballot measure	First tax year levied	Final tax year to be levied	Tax amount -or- rate authorized per year by voters
Operating	11/08/11	2012-13	2016-17	\$0.2480/\$1,000

Part IV. SPECIAL ASSESSMENTS, FEES AND CHARGES

Description	Subject to General Government Limitation	Excluded from Measure 5 Limitation
1		
2		

If fees, charges, or assessments will be imposed on specific property within your district, you must attach a complete listing of properties, by assessor's account number, to which fees, charges, or assessments will be imposed. Show the fees, charges, or assessments uniformly imposed on the properties. If these amounts are not uniform, show the amount imposed on each property.

The authority for putting these assessments on the roll is ORS _____ (Must be completed if you have an entry in Part IV)



**OFFICE OF THE COUNTY ADMINISTRATOR
PUBLIC SERVICES BUILDING**

2051 KAEN ROAD | OREGON CITY, OR 97045

June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Adopting Changed Fees for
Clackamas County for Fiscal Year 2015-2016

Purpose/Outcomes	The approval of the attached resolution completes the process of adopting fees for Fiscal Year 2015-2016. If approved, these fees will be incorporated into County Code Appendix A - Fees, and will be effective July 1, 2015, unless otherwise noted on the attachments to the resolution.
Dollar Amount and Fiscal Impact	The cost to implement the new fees would be internal to the County involving staff time and resources.
Funding Source	No new funding
Safety Impact	None
Duration	Fees will be effective July 1, 2014.
Previous Board Action	The Board heard from individual departments at various study sessions regarding these fees.
Contact Person	Laurel Butman, Deputy County Administrator (530) 655-8893 and Anja Mundy (503) 655-8362

BACKGROUND:

In 2002, the County began the process of adopting and modifying fees and fines by resolution once annually. All fees and fines are reviewed annually by various departments. After review, departments propose new or changed fees and fines for consideration by the Board in study session. In 2012, it was determined that fines should be adopted by ordinance rather than resolution. The attached resolution reflects the new or changed fees that have been previously reviewed by the Board and tentatively approved for adoption.

RECOMMENDATION:

The staff respectfully recommends that the Board approve and sign the attached resolution adopting changed fees for Clackamas County for Fiscal Year 2015-2016.

Sincerely,

Laurel Butman
Deputy County Administrator

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COUNTY
COMMISSIONERS ADOPTING
CHANGED COUNTY FEES FOR
FISCAL YEAR 2015-2016

Resolution No.

NOW, THEREFORE; IT IS HEREBY RESOLVED BY THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS THAT:

Section 1: Pursuant to Section 1.01.090 of the Clackamas County Code, the Board adopts the fees shown on the attachments, which are incorporated by this reference.

Section 2: The Board hereby directs that the changes to fees shown on attachments A and B shall be included in Appendix A of the Clackamas County Code.

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

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

Section 5: Effective Date. The changes to fees authorized by Section 1 of this resolution and shown on the attachments shall become effective on July 1, 2015, unless otherwise noted.

DATED this 25th day of June, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

Attachment A: Transportation & Development (DTD) Fee Changes for FY 2015/16

Description	Authorizing Legislation	Current FEE amount	Proposed FEE amount	Comparables
COUNTY SURVEYOR				
Credit/Debit Card Service Fee <i>(Effective September 1, 2015)</i>	Code §1.01.090	\$0 - transactions limited to a maximum \$1,500	2.16% on transactions	<ul style="list-style-type: none"> Washington County Tax Assessor = 2.49% Credit/Debit Multnomah County Tax Assessor = 1% Debit; 2.35% Credit Clackamas County Tax Assessor = 2.49% Credit/Debit
BUILDING CODES				
Credit/Debit Card Service Fee <i>(Effective September 1, 2015)</i>	Code §1.01.090	\$0 - transactions limited to a maximum \$1,500	2.16% on transactions	<ul style="list-style-type: none"> Washington County Tax Assessor = 2.49% Credit/Debit Multnomah County Tax Assessor = 1% Debit; 2.35% Credit Clackamas County Tax Assessor = 2.49% Credit/Debit
ENGINEERING				
Credit/Debit Card Service Fee <i>(Effective September 1, 2015)</i>	Code §1.01.090	\$0 - transactions limited to a maximum \$1,500	2.16% on transactions	<ul style="list-style-type: none"> Washington County Tax Assessor = 2.49% Credit/Debit Multnomah County Tax Assessor = 1% Debit; 2.35% Credit Clackamas County Tax Assessor = 2.49% Credit/Debit
Residential Subdivision/Partition Plan Review & Construction Inspection Up to \$10,000 in improvement costs For \$10,000 or more in construction costs	Code §1.01.090	\$974 min. fee OR 8.83% of construction cost or \$974 min. fee whichever is greatest	\$1,274 min. fee OR 8.83% of construction cost or \$1,274 min. fee whichever is greatest	<ul style="list-style-type: none"> Washington County = Actual cost / \$3,735 minimum Multnomah County & City of Portland = \$1,066 - minimum fee + Actual Cost / 20% deposit for work in right of way (\$100,000 value = \$1,738 minimum fee)

Description	Authorizing Legislation	Current FEE amount	Proposed FEE amount	Comparables
Commercial Development Traffic & Site Plan Review & Construction Inspection (includes apartments & condominiums):	Code §1.01.090			<ul style="list-style-type: none"> Washington County = Actual cost / \$3,735 minimum Multnomah County & City of Portland = \$1,066 - minimum fee + Actual Cost / 20% deposit for work in right of way (\$100,000 value = \$1,738 minimum fee)
Non-structured Parking Up to eight (8) parking spaces Eight (8) or more spaces		\$974 min. fee OR \$122 per space or \$974 min. fee whichever is greatest	\$1,274 min. fee OR \$122 per space or \$1,274 min. fee whichever is greatest	
Structured Parking (Fee assessed on the average number of parking spaces per level) Up to eight (8) parking spaces per level Eight (8) or more spaces per level		\$974 min. fee OR \$122 per space or \$974 min. fee whichever is greatest	\$1,274 min. fee OR \$122 per space or \$1,274 min. fee whichever is greatest	
Surface Water and Erosion Control Plan Review (Minor Partition, Subdivision, Partition, Multi-family, Commercial, Industrial)	Code §1.01.090	\$0	\$710	<ul style="list-style-type: none"> WES = Min. \$710, fee may increase based on cost of surface water management system. Oak Lodge = \$725 flat fee
Reimbursement District Application (Zone of Benefit)	Code §1.01.090; §4.03.030(B)(6)	\$0	Actual Costs / \$10,000 deposit	<ul style="list-style-type: none"> Happy Valley = Actual Cost / \$1,500 deposit
Utility Permit - Inspection Fee	Code §1.01.090; ORS §758.010	\$0	\$100; ORS prohibits charging fee for certain public utility use of the road right-of-way. Fee is waived for these applicants	<ul style="list-style-type: none"> Linn County = \$55 Benton County = \$305
Utility Permit - Surety	Code §1.01.090; §7.03.130(E)	\$1,000	\$0	

Description	Authorizing Legislation	Current FEE amount	Proposed FEE amount	Comparables
Temporary Road Closures on an arterial, collector or connector road: with less than 5000 ADT	Code §1.01.090	Actual Costs/ \$2,000 deposit	\$195	Washington County charges a \$1000 deposit and charges actual costs.
Temporary Road Closures on an arterial, collector or connector road: with more than 5000 ADT		Actual Costs/ \$5,000 deposit	\$195	Washington County charges a \$1000 deposit and charges actual costs.
Guide & Tourist-Oriented Directional Sign, Installation OR Replacement	Code §1.01.090	\$250	\$250	(All costs related to the permit issuance, inspection, installation, and maintenance, including any re-setting or replacement, shall be borne by the applicant on a work order basis.)
Guide & Tourist-Oriented Directional Sign, Removal / Reinstallation		\$25 / Work Order	\$25 / Work Order	
Hamlet & Village Sign, Manufacture/Installation/Repair/Replacement	Code §1.01.090	Actual Cost	Actual Cost	(Hamlet & Village shall pay for installation, maintenance and replacement.)
DOG SERVICES				
Owner surrender fee	Code §1.01.090	\$55	\$105	<ul style="list-style-type: none"> Washington County = \$91-200 (\$40 + minimum \$51 / maximum \$149 for euthanasia) Humane Society = \$90 (\$50 + minimum \$40 for euthanasia)
PLANNING				
Credit/Debit Card Service Fee (Effective September 1, 2015)	Code §1.01.090	\$0 - transactions limited to a maximum \$1,500	2.16% on transactions	<ul style="list-style-type: none"> Washington County Tax Assessor = 2.49% Credit/Debit Multnomah County Tax Assessor = 1% Debit; 2.35% Credit Clackamas County Tax Assessor = 2.49% Credit/Debit
Application or Appeal Withdrawn —no public notice sent, staff report issued, or decision issued	Code §1.01.090		Full Refund of Application Fee	
Application or Appeal Withdrawn —public notice sent	Code §1.01.090		Application or Appeal Fee Refunded; Less \$135.00 Notice Fee	<ul style="list-style-type: none"> \$135 is equivalent to our adopted re-notification fee.
Application Withdrawn —staff report or decision issued	Code §1.01.090		No Refund of Application Fee	
Credit/Debit Card Service Fee (Effective September 1, 2015)	Code §1.01.090	\$0 - transactions limited to a maximum \$1,500	2.16% on transactions	<ul style="list-style-type: none"> Washington County Tax Assessor = 2.49% Credit/Debit Multnomah County Tax Assessor = 1% Debit; 2.35% Credit Clackamas County Tax Assessor = 2.49% Credit/Debit

Attachment B – Health, Housing & Human Services, Environmental Health Division Fee Changes for FY 2015-16

DEPARTMENT/DIVISION	Auth. Legislation	Fee set by ORS	ORS Auth. Fee	Code Auth. Fee	Fee Amount FY 2014-15	Proposed Fee Amount FY 2015-16
Restaurants	Code §1.01.090 ORS 624.490		X	X		
0-15 seats		\$368			\$441	\$520
16-50 seats		\$415			\$498	\$583
51-150 seats		\$473			\$567	\$670
151+ seats		\$525			\$630	\$739
Limited		\$210			\$252	\$297
Temporary Restaurants	ORS 624.490		X			
Single Event		\$37			\$118	\$139
Intermittent		\$53			\$118	\$139
Seasonal		\$53			\$118	\$139
<i>Late Fee</i>					\$25	\$25
Benevolent	ORS 624.106	\$0	X		\$0	\$0
Benevolent - 1 day event		\$0			\$0	\$0
Benevolent - 2 day event		\$0			\$0	\$0
Benevolent - 3-4 day event		\$0			\$0	\$0
Benevolent - 5-30 day event		\$0			\$0	\$0
Benevolent - 90 day event		\$0			\$0	
Mobile Units	ORS 624.490		X			
Class I		\$132			\$157	\$184
Class II		\$132			\$254	\$299
Class III		\$132			\$271	\$318
Class IV		\$132			\$283	\$332
Commissary		\$263			\$315	\$369
Combo Commissary					\$59	\$70
Warehouses		\$105			\$118	\$139
Pool/Spa	ORS 448.035		X			
Year round - primary		\$100			\$354	\$415
Year round - secondary		\$60			\$236	\$277
Seasonal - primary		\$100			\$207	\$244
Seasonal - secondary		\$60			\$148	\$175
Day Care	Code §1.01.090			X		
* 5-15 children					\$118	\$139
* 16-40 children					\$177	\$208
41-75 children					\$236	\$277
76+ children					\$271	\$317
Tourist Accommodations	Code §1.01.090			X		
1-10 units					\$148	\$175
11-25 units					\$177	\$208
26+ units					\$266	\$312
Organizational Camps	Code §1.01.090			X		

DEPARTMENT/DIVISION	Auth. Legislation	Fee set by ORS	ORS Auth. Fee	Code Auth. Fee	Fee Amount FY 2014-15	Proposed Fee Amount FY 2015-16
No food					\$118	\$139
With food					\$295	\$346
Picnic Park						
Picnic Park					\$177	\$209
Recreation Vehicle Parks	Code §1.01.090			X		
1-5 spaces					\$260	\$305
6-9 spaces					\$271	\$318
10+ spaces					\$295	\$346
Schools	Code §1.01.090			X		
Full Kitchen					\$236	\$277
Satellite Kitchen					\$177	\$208
Bed & Breakfast	ORS 624.490		X			
Breakfast only		\$158			\$189	\$222
Full menu		\$158			\$366	\$429
Real Estate Evaluations	Code §1.01.090			X		
Well Inspections					\$315	\$369
Wells, second revisit					\$59	\$70
Vending Machines	ORS 624.490		X			
1 - 10 machines		\$27			\$31	\$37
11 - 20 machines		\$53			\$64	\$75
21 - 30 machines		\$79			\$95	\$112
31 - 40 machines		\$105			\$126	\$148
41 - 50 machines		\$131			\$157	\$184
51 - 75 machines		\$158			\$190	\$223
76 - 100 machines		\$210			\$252	\$295
101 - 250 machines		\$367			\$441	\$517
251 - 500 machines		\$578			\$693	\$812
501 - 750 machines		\$788			\$946	\$1,108
751 - 1000 machines		\$966			\$1,159	\$1,357
Plan Reviews	Code §1.01.090			X		
Restaurants 0-50 seats					\$297	\$348
Restaurants 51-150 seats					\$415	\$487
Restaurants 151+ seats					\$534	\$625
Temporary Restaurant					\$45	\$53
Schools					\$413	\$484
Bed & Breakfast					\$297	\$348
Mobile Unit Class I					\$178	\$209
Mobile Unit Class II					\$237	\$278
Mobile Unit Class III					\$271	\$318
Mobile Unit Class IV					\$295	\$346
Commissary					\$297	\$348
Warehouses					\$118	\$139
Pool & Spa	ORS 448.035	\$300	X		\$649	\$761

DEPARTMENT/DIVISION	Auth. Legislation	Fee set by ORS	ORS Auth. Fee	Code Auth. Fee	Fee Amount FY 2014-15	Proposed Fee Amount FY 2015-16
Pool & Spa - Minor alterations	Code §1.01.090			X	\$118	\$139
Pool & Spa- Add'l Const. Inspection	ORS 448.035	\$100	X		\$118	\$139
Tourist 1-10 units	Code §1.01.090			X	\$177	\$208
Tourist 11-25 units					\$177	\$208
Tourist 26+					\$236	\$277
RV 1-5 spaces					\$177	\$208
RV 6-9 spaces					\$177	\$208
RV 10+ spaces					\$236	\$278
Organizational camps					\$354	\$416
Picnic Park					\$236	\$278
Day Care Centers					\$142	\$168



June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Reading and Adoption of an Ordinance Amending Appendix B - Fines of the
Clackamas County Code and Declaring an Emergency

Purpose/Outcomes	The adoption of the attached Ordinance completes the process of adopting fines for Fiscal Year 2015-2016. If approved, these fines will be incorporated into County Code Appendix B - Fines, and will be effective July 1, 2015.
Dollar Amount and Fiscal Impact	The cost to implement the new fines would be internal to the County involving staff time and resources.
Funding Source	No new funding
Safety Impact	None
Duration	Fees will be effective July 1, 2015.
Previous Board Action	The Board heard from County Parks at various study sessions regarding these fees.
Contact Person	Laurel Butman, Deputy County Administrator (530) 655-8893 and Anja Mundy (503) 655-8362

BACKGROUND:

In 2002, the County began the process of adopting and modifying fees and fines by resolution once annually. All fees and fines are reviewed annually by various departments. After review, departments propose new or changed fees and fines for consideration by the Board in study session. In 2012, it was determined that fines should be adopted by ordinance rather than resolution. The attached ordinance and Exhibit A reflect the new or changed fines that have been previously reviewed by the Board and tentatively approved for adoption.

RECOMMENDATION:

The staff respectfully recommends that the Board approve and sign the attached ordinance adopting changed fines for Clackamas County for Fiscal Year 2015-2016.

Sincerely,

Laurel Butman
Deputy County Administrator

ORDINANCE NO.

An Ordinance ~~Adopting Fines, Amending Attachment Appendix B - Fines~~ of the Clackamas County Code, and Declaring an Emergency

WHEREAS, the Clackamas County Board of Commissioners finds that, pursuant to Section 1.01.090 of the Clackamas County Code, the Board adopts fines; and

WHEREAS, the Clackamas County Board of Commissioners finds that changes to fines shall be included in Appendix B of the Clackamas County Code; and

WHEREAS, the Clackamas County Board of Commissioners finds that the County shall charge all fines set by state or federal law and if such a fine is changed, the County shall charge the new amount when it becomes effective; and

WHEREAS, the Clackamas County Board of Commissioners finds that, pursuant to ORS 310.145, the Board classifies the fines adopted by this resolution as fines not subject to the limits of section 11b, Article XI of the Oregon Constitution; and

WHEREAS, because these new fines are necessary to regulate events likely to occur during the coming summer months, the absence of such fines has created an emergency;

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

Section 1: Pursuant to Section 1.01.090 of the Clackamas County Code, the Board adopts the fines shown on Exhibit "A", attached hereto and incorporated herein by this reference into Appendix B of the Clackamas County Code.

Section 2: The changes to fines authorized by Section 1 of this ordinance and shown on Exhibit "A" shall become effective on July 1, 2015.

Section 3: This ordinance is necessary to meet an emergency.

Section 4: This ordinance shall be effective ~~immediately upon adoption~~ July 1, 2015.

ADOPTED this 25th day of June, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

EXHIBIT A – County Parks Fine Changes for FY 2015-16

VIOLATION DESCRIPTION	AUTHORIZING LEGISLATION	Fine set by ORS	ORS auth. fine	Code auth. fine	CURRENT Fine Amount 2014-2015	PROPOSED Fine amount
Entering, using park area or facilities without first paying the required fee	Code §6.06.030.D			X	\$20-\$34	\$40
Failure to properly display parking permit (NEW FINE)	Code §6.06.030.D			X	n/a	\$40
Remaining in or returning to a park area after being ordered to leave	Code §6.06.030.G			X	\$25-\$100	\$100
Entering, remaining in park or leaving vehicle in a park between posted closing/opening time, except when overnight camping permitted	Code §6.06.030.J			X	\$25-\$55	\$55
Failure to maintain campsite in clean, sanitary and safe manner	Code §6.06.030.M			X	\$20	\$34
Occupying a campsite assigned to another person	Code §6.06.030.N			X	\$20	\$34
More than two vehicles in a campsite	Code §6.06.030.O			X	\$20	\$34
Entering campground in unauthorized vehicle	Code §6.06.030.P			X	\$20	\$34
Occupying trailer campsite in shelter other than trailer/camper	Code §6.06.030.Q			X	\$20	\$34
Occupying campsite by more than 1 family without permission	Code §6.06.030.R			X	\$20	\$34
Camping overnight under the age of 18, unless accompanied by an adult	Code §6.06.030.R.3			X	\$20	\$34
Failure to vacate campsite by checkout time	Code §6.06.040.E			X	\$55	\$55
Entering, remaining in park after hours	Code §6.06.050.A			X	\$55	\$55
Exposing genitalia in public	Code §6.06.050.B			X	\$55-\$150	\$150
Performing sexual intercourse in public	Code §6.06.050.C			X	\$55-\$150	\$150
Possession of glass beverage containers without permit	Code §6.06.050.D			X	\$55	\$55
Building fires outside park camp stoves, fireplaces, portable stoves or permitted areas	Code §6.06.050.E.1			X	\$35-\$55	\$55
Leaving a fire unattended or failing to extinguish fire before leaving the park area	Code §6.06.050.E.2			X	\$35-\$55	\$55
Building a fire that constitutes a hazard to any pile of wood, grass, tree, underbrush, or other flammable material	Code §6.06.050.E.3			X	\$175-\$225	\$225
Moving a camp stove or fireplace	Code §6.06.050.E.4			X	\$35-\$55	\$55
Hunting, etc, any bird or animal	Code §6.06.050.F.1			X	\$55-\$150	\$150
Discharging any firearms, pellet gun, bow & arrow, slingshot, paintball gun, or other weapon capable of injury	Code §6.06.050.F.2			X	\$250-\$500	\$250-\$500
Possessing a pellet gun, bow & arrow, slingshot, other weapon capable of injury or a loaded firearm	Code §6.06.050.F.3			X	\$55-150	\$150
Possessing or using fireworks or other explosives	Code §6.06.050.F.4			X	\$34	\$150

VIOLATION DESCRIPTION	AUTHORIZING LEGISLATION	Fine set by ORS	ORS auth. fine	Code auth. fine	CURRENT Fine Amount	PROPOSED Fine amount
Possessing alcohol in prohibited areas without permit	Code §6.06.050.G			X	\$55	\$150
Causing public disturbance	Code §6.06.050.H			X	\$55	\$150
Mutilate, deface, etc., any structure, facility or sign in park area	Code §6.06.050.H.1			X	\$20-\$34	\$55
Less than \$100 damage	Code §6.06.050.H.1				\$25-\$55	\$55
More than \$100 damage	Code §6.06.050.H.1				\$150-\$207	\$207
Dig up, deface, etc., any dirt, stone, rock or other substance in park area	Code §6.06.050.H.2			X	\$20-\$34	\$55
Lay/set off blast in park area	Code §6.06.050.H.2				\$25-\$55	\$55
Roll any stones, etc.	Code §6.06.050.H.2				\$25-\$55	\$34
Erecting temporary signs, markers, or inscriptions in park area without permission from a County Park employee	Code §6.06.050.H.3			X	\$10-\$20	\$55
Set up, use public address system without permission from Park Administrator	Code §6.06.050.H.4			X	\$20-\$34	\$55
Washing clothing or cleaning fish in lake, stream, river or pond	Code §6.06.050.H.5			X	\$10-\$20	\$34
Using abusive/threatening language or gestures, creating public disturbances, riotous behavior	Code §6.06.050.H.6			X	\$25-\$55	\$55
Operating, using any noise producing machine, vehicle, etc. in a manner that is disturbing to other park visitors	Code §6.06.050.H.7			X	\$20-\$34	\$55
Picking, cutting, etc. any flowers, shrubs, trees, etc.	Code §6.06.050.H.8			X	\$20-\$34	\$34
Operating a concession in park area without written consent	Code §6.06.050.I.1			X	\$20-\$34	\$55
Solicitation or offering for sale any goods without consent from Park Administrator	Code §6.06.050.I.2			X	\$10-\$20	\$55
Advertising any goods or services without written consent	Code §6.06.050.I.3			X	\$20-\$34	\$55
Distributing any circulars, notices, etc. on property without permission	Code §6.06.050.I.4			X	\$20-\$34	\$55
Riding, driving, leading, or keeping a horse in any park without written consent	Code §6.06.050.J.1			X	\$20-\$34	\$55
Bringing in or keeping any animal in park area unless controlled on a maximum 6 foot leash or allowing animals other than seeing eye dogs in park area buildings	Code §6.06.050.J.2			X	\$20-\$34	\$55
Allowing any animal to annoy, molest, attack, or injure any person or animal in park area	Code §6.06.050.J.3			X	\$25-\$55	\$55
Tying up an animal and leaving them unattended	Code §6.06.050.J.4			X	\$20-\$34	\$55
Failure of owner to contain/remove animal wastes	Code §6.06.050.J.5			X	\$20-\$34	\$55
No person shall allow more than two domestic pets in any campsite	Code §6.06.050.J.6			X	\$20-\$34	\$55

VIOLATION DESCRIPTION	AUTHORIZING LEGISLATION	Fine set by ORS	ORS auth. fine	Code auth. fine	CURRENT Fine Amount 2014-2015	PROPOSED Fine amount
Operating any vehicle in violation of Oregon Vehicle Code or other laws	Code §6.06.050.K.1			X	\$55	\$55
Violation of maximum speed limit or traveling in excess of reasonable and prudent speed:	Code §6.06.050.K.2			X	See below:	
1-10 mph in excess of limit	Code §6.06.050.K.2			X	\$72	\$72
11-20 mph in excess of limit	Code §6.06.050.K.2			X	\$104	\$104
21-30 mph in excess of limit	Code §6.06.050.K.2			X	\$170	\$170
30+ mph in excess of limit	Code §6.06.050.K.2			X	\$290	\$290
Parking a vehicle any place other than areas designated as parking, or in violation of signs	Code §6.06.050.K.3			X	\$15-\$25	\$34
Parking in an emergency access area or travel lane	Code §6.06.050.K.4			X	\$15-\$25	\$55
Operating a motor vehicle in area not designated for motor vehicle use	Code §6.06.050.K.5			X	\$25-\$55	\$55
Operating any OHV or ATV or any other vehicle not legal for street riding	Code §6.06.050.K.6			X	\$25-\$55	\$55
Leaving bottles, cans, ashes, waste, etc. in non-designated locations	Code §6.06.050.L.1			X	\$25-\$55	\$55
Bringing into a park area any trash, etc. for the purpose of leaving it there	Code §6.06.050.L.2			X	\$25-\$55	\$55
Kitchen or toilet waste violation	Code §6.06.050.L.3			X	\$55-\$100	\$100
Camping in a non-designated area	Code §6.06.050.M.1			X	\$20-\$34	\$55
Camping in any one park area for more than 10 days in a 14-day period, or in the park system for more than 20 days total from 5/1 to 9/30	Code §6.06.050.M.2			X	\$35-\$55	\$55
Making excessive noise between the hours of 10:00 pm. & 7:00 am	Code §6.06.050.M.3			X	\$25-\$55	\$55
Camping overnight without an approved shelter	Code §6.06.050.M.4			X	\$10-\$20	\$34
Washing vehicle or trailer in campsite	Code §6.06.050.M.5			X	\$15-\$25	\$34
Filling swimming pool in campground	Code §6.06.050.M.6			X	\$15-\$25	\$34



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Adopting the Enhanced Law Enforcement District
2015-16 Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016

Purpose/Outcome	Budget adoption for Clackamas County Enhanced Law Enforcement District FY 2015-2016
Dollar Amount and fiscal Impact	The effect is to adopt a budget of \$6,525,200
Funding Source	Includes Fund Balance, Taxes and Miscellaneous Revenue.
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Committee approval June 2, 2015.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Attached is the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2015-2016 fiscal year.

This Resolution establishes a budget for the Enhanced Law Enforcement District July 1, 2015 through June 30, 2016 inclusive of \$6,525,200

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

Handwritten signature of Diane D. Padilla in cursive.

Diane D. Padilla
Budget Manager

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

In the Matter of Adopting a Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016, for the Enhanced Law Enforcement District



Resolution No. _____.

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2015-2016 in the total of \$6,525,200 and establishes appropriations as follows:

General Fund

Materials & Services	\$6,346,775.
Debt Services	<u>178,425.</u>
Total	<u>\$6,525,200.</u>

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2015-2016 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.7198 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 25th day of June, 2015

BOARD OF COUNTY COMMISSIONERS

Acting as the governing body of the
Enhanced Law Enforcement District

Chair

Recording Secretary



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Adopting the Clackamas County Extension and 4-H Service District
2015-16 Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016

Purpose/Outcome	Budget adoption for Clackamas County Extension and 4-H Service District FY 2015-2016
Dollar Amount and fiscal Impact	The effect is to adopt a budget of \$6,111,533
Funding Source	Includes Fund Balance, Taxes and Miscellaneous Revenue.
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Committee approval June 2, 2015.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Attached is the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2015-2016 fiscal year.

This Resolution establishes a budget for the Clackamas County Extension and 4-H Service District July 1, 2015 through June 30, 2016 inclusive of \$6,111,533.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diane D. Padilla".

Diane D. Padilla
Budget Manager

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

In the Matter of Adopting a Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016, for the Clackamas County Extension and 4-H Service District



Resolution No. _____.

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2015-2016 in the total of \$6,111,533 and establishes appropriations as follows:

General Fund

Special Payments	\$5,551,533.
Contingency	<u>560,000.</u>
Total	<u>\$6,111,533.</u>

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2015-2016 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.0500 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 25th day of June, 2015.

BOARD OF COUNTY COMMISSIONERS

Acting as the governing body of the
Clackamas County Extension and 4-H Service District

Chair

Recording Secretary



June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for the Library Service District of Clackamas County
Adopting a 2015/2016 Fiscal Year Budget, Making Appropriations and
Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016

Purpose/Outcome	Approval of a resolution to adopt 2015/2016 Fiscal Year (FY) budget for the Library Service District of Clackamas County.
Dollar Amount and Fiscal Impact	Library Service District budget in the amount of \$17,824,503 for FY 2015/2016.
Funding Source	Property taxes
Safety Impact	N/A
Duration	July 1, 2015 through June 30, 2016
Previous Board Action/Review	June 1, 2015 – Library Service District Budget Committee approved the FY 2015/2016 budget as presented.
Contact Person	Laura Zentner, CPA, BCS Deputy Director 503.742.4351
Contract No.	N/A

BACKGROUND:


The attached resolution adopts the budget as published and approved by the Budget Committee, and in accordance with the state budget law, to make appropriations and to impose and categorize taxes for the 2015/2016 fiscal year.

This resolution will establish a budget for the Library Service District of Clackamas County in the amount of **\$17,824,503**.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached resolution as presented.

Respectfully submitted,


Laura Zentner, CPA
BCS Deputy Director

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

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ACTING AS THE GOVERNING BODY OF THE CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT IN THE MATTER OF ADOPTING A 2015/2016 FISCAL YEAR BUDGET, MAKING APPROPRIATIONS, IMPOSING AND CATEGORIZING TAXES FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2016



Resolution No.

WHEREAS, the proposed expenditures and resources constituting the budget for the Library Service District of Clackamas County for the period of July 1, 2015 through June 30, 2016, inclusive, have been prepared, published, and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Clackamas Review on June 17, 2015; and,

WHEREAS, ORS 294.456 requires Districts to make appropriations, impose and categorize the tax levy when adopting the budget.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

The budget is hereby adopted for the fiscal year 2015/2016 in the amount of \$17,824,503. The budget appropriation categories are established as follows:

General Fund

Special Payments	<u>\$ 17,824,503</u>
Total	<u>\$ 17,824,503</u>

The following ad valorem property taxes are hereby imposed for tax year 2015/2016 upon the assessed value of all taxable property within the District and categorized for purposes of Article XI section 11b as subject to General Government Limitations:

At the rate of \$0.3974 per \$1,000 of assessed value for permanent rate tax.

ADOPTED this 25th day of June, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Acting as the governing body of the
Library Service District of Clackamas County

John Ludlow, Chair

Recording Secretary



June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for North Clackamas Parks & Recreation District
Adopting a 2015/2016 Fiscal Year Budget, Making Appropriations and
Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30,
2016**

Purpose/Outcome	Adoption of Fiscal Year (FY) 2015/2016 budget for North Clackamas Parks & Recreation District (NCPRD)
Dollar Amount and Fiscal Impact	North Clackamas Parks & Recreation District FY 2015/2016 budget in the amount of \$42,250,824
Funding Source	Property taxes, System Development Charges, fees, grants, donations, etc.
Safety Impact	N/A
Duration	July 1, 2015 through June 30, 2016
Previous Board Action/Review	April 8, 2015 - NCPRD District Advisory Board recommended forwarding budget to NCPRD budget committee for approval. June 1, 2015 - NCPRD Budget Committee approved the FY 2015/2016 budget as presented.
Contact Person	Laura Zentner, CPA BCS Deputy Director 503.742.4351
Contract No.	N/A

BACKGROUND: The attached resolution and exhibit adopt the budget as published and approved by the Budget Committee, and in accordance with the state budget law, to make appropriations and to impose and categorize taxes for the fiscal year 2015/2016.

This resolution will establish a budget for North Clackamas Parks and Recreation District in the amount of **\$42,250,824**.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached resolution as presented.

Respectfully submitted,

Handwritten signature of Laura Zentner in cursive.

Laura Zentner, CPA
NCPRD Business Operations Director

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

A RESOLUTION OF THE BOARD OF
COUNTY COMMISSIONERS ACTING AS
THE GOVERNING BODY OF THE NORTH
CLACKAMAS PARKS AND RECREATION
DISTRICT IN THE MATTER OF ADOPTING
A 2015/2016 FISCAL YEAR BUDGET, MAKING
APPROPRIATIONS AND IMPOSING AND
CATEGORIZING TAXES FOR THE PERIOD
OF JULY 1, 2015 THROUGH JUNE 30, 2016

Resolution No.

WHEREAS, the proposed expenditures and resources constituting the budget for the North Clackamas Parks and Recreation District, Clackamas County, Oregon, for the period of July 1, 2015 through June 30, 2016, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Clackamas Review on June 17, 2015; and,

WHEREAS, ORS 294.456 requires Districts to make appropriations, impose and categorize the tax levy when adopting the budget.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

The budget is hereby adopted for the fiscal year 2015/2016 in the amount of **\$42,250,824** and establishes appropriations as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

The following ad valorem property taxes are hereby imposed for tax year 2015/2016 upon the assessed value of all taxable property within the District and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.5382 per \$1,000 of assessed value for permanent rate tax.

ADOPTED this 25th day of June, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Acting as the governing body of the
North Clackamas Parks & Recreation District

John Ludlow, Chair

Recording Secretary

**North Clackamas Parks and Recreation District
Fiscal Year 2015/2016
Exhibit A**

General Fund

Administration Division	\$ 753,409
Parks Maintenance Division	\$ 1,497,519
Recreation Division	\$ 444,430
Sports Division	\$ 1,109,751
Milwaukie Center Division	\$ 723,735
Aquatic Park Division	\$ 1,959,163
Marketing & Communications	\$ 373,789
Planning Division	\$ 400,610
Natural Resources	\$ 412,611
Non-departmental	
Special Payments	\$ 266,082
Transfers to Other Funds	\$ 1,442,809
Contingency	\$ 2,341,068
	<u>\$ 11,724,976</u>

Nutrition & Transportation Fund

Nutrition Division	\$ 492,966
Transportation Division	\$ 182,739
Non-departmental	
Special Payments	\$ 5,000
Transfers to Other Funds	\$ 24,670
Contingency	\$ 229,924
	<u>\$ 935,299</u>

System Development Charge Zone 1 Fund

Materials and Services	\$ 18,000
Transfers to Other Funds	\$ 1,059,089
	<u>\$ 1,077,089</u>

System Development Charge Zone 2 Fund

Materials and Services	\$ 5,000
Transfers to Other Funds	\$ 821,251
	<u>\$ 826,251</u>

System Development Charge Zone 3 Fund

Materials and Services	\$ 5,000
Transfers to Other Funds	\$ 9,633,819
	<u>\$ 9,638,819</u>

Debt Service Fund - Series 2010

Materials and Services	\$ 500
Debt Service	\$ 496,300
Reserve (Unappropriated)	\$ 107,760
	<u>\$ 604,560</u>

Debt Service Fund - Series 2008

Materials and Services	\$ 1,000
Debt Service	\$ 566,000
Reserve (Unappropriated)	\$ 141,303
	<u>\$ 708,303</u>

Capital Projects Fund

Materials and Services	\$ 30,000
Capital Outlay	\$ 12,452,925
Transfers to Other Funds	\$ 1,466,514
	<u>\$ 13,949,439</u>

Fixed Asset Replacement

Materials and Services	\$ 45,000
Capital Outlay	\$ 2,229,088
Transfers to Other Funds	\$ 162,000
Contingency	\$ 350,000
	<u>\$ 2,786,088</u>

Grand Total	<u>\$ 42,250,824</u>
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Total Appropriated	\$ 42,001,761
Total Unappropriated	\$ 249,063
	<u>\$ 42,250,824</u>



DEVELOPMENT AGENCY

June 25, 2015

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

Development Agency Board
Clackamas County

Members of the Board:

A Board Resolution Adopting and Appropriating Funds for the 2015-16 Budget
for the Clackamas County Development Agency

Purpose/Outcomes	Adopting and Appropriating Funds for the 2015-16 Budget
Dollar Amount and Fiscal Impact	None
Funding Source	Urban Renewal – Tax Increment Financing
Safety Impact	None
Duration	2015-2016 fiscal year
Previous Action	Budget Committee Meeting – June 1, 2015
Contact Person	Dan Johnson, Manager – Development Agency 503-742-4325 or danjoh@co.clackamas.or.us
Contract No.	Not Applicable

BACKGROUND:

Attached is the Fiscal Year 2015-16 budget for the Clackamas County Development Agency, the urban renewal authority for Clackamas County. The budget consists of "General Operating Funds" for the Clackamas Town Center plan area (CTC), Clackamas Industrial Development Area (CIA), Government Camp Village plan area (GOVY), and North Clackamas Revitalization Area (NCRA).

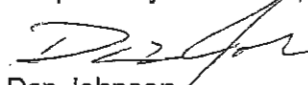
The Development Agency Budget Committee conducted a public meeting on the proposed budget June 1, 2015. The committee approved the proposed budget and recommends Board approval of the attached Development Agency Budget.

The attached Resolution adopts and appropriates funds for the Development Agency Budget July 1, 2015 through June 30, 2016 inclusive and directs copies of the Budget be transmitted to the County Clerk and Assessor.

RECOMMENDATION:

- Approve the attached Resolution adopting and appropriating funds for the FY 2015-16 Clackamas County Development Agency Budget.

Respectfully submitted,


Dan Johnson
Development Agency Manager

For information on this issue or copies of attachments, please contact
Dan Johnson @ 503-742-4325

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

In the Matter of Adopting and
Appropriating Funds for the
2015-16 Budget for the Clackamas
County Development Agency (Tax
Increment Financing Areas)



RESOLUTION NO.:
PAGE 1 of 3

THIS MATTER COMING before the Board of County Commissioners, acting as the governing body of the Clackamas County Development Agency ("Board"), and it appearing to the Board that the operating expenditures and revenues constituting the operating fund and debt service fund budgets for the Clackamas Town Center Development Area and the operating fund budget for the Clackamas Industrial Development Area, and the operating fund budget for the Government Camp Village Revitalization Area, and the operating fund and debt service fund budgets for the North Clackamas Revitalization Area, all of which are tax increment financing plan areas for the period of July 1, 2015 through June 30, 2016 inclusive, have been prepared and published and submitted to the taxpayers for recommendation at a public hearing held on June 25, 2015 as provided by statute; and

IT FURTHER APPEARING to the Board that the opportunity for public comment was made available to any resident of the tax increment financing plan area or the general County; and

IT FURTHER APPEARING to the Board that the Clackamas County Development Agency Budget Committee conducted a public meeting on the proposed FY 2015-16 budget on June 1, 2015 and approved the budget and recommends Board approval;

NOW THEREFORE, IT IS HEREBY RESOLVED that the operating fund budget and debt service fund budget for the Clackamas Town Center Development Area is appropriated as follows:

OPERATING FUND

Material and Services	\$ 1,086,683.00
Special Payments	\$ 5,190,000.00
Capital Outlay	\$ 10,570,000.00
Special Expenditures (Contingency)	\$ <u>527,302.00</u>
TOTAL OPERATING FUND EXPENDITURES	\$ 17,373,985.00

DEBT SERVICE FUND

Debt Service	\$ 0
Interfund Transfer to Fund 450	\$ 5,200,000.00
Special Expenditures (Contingency)	\$ <u>1,545,279.00</u>
TOTAL DEBT SERVICE FUND	\$ 6,745,279.00

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

In the Matter of Adopting and
Appropriating Funds for the
2015-16 Budget for the Clackamas
County Development Agency (Tax
Increment Financing Areas)



RESOLUTION NO.
PAGE 2 of 3

IT IS FURTHER RESOLVED that the operating fund budget for the Clackamas Industrial Development Area is appropriated as follows:

OPERATING FUND	
Material and Services	\$ 374,173.00
Special Payments	\$ 650,000.00
Capital Outlay	\$ 4,793,460.00
Special Expenditures (Contingency)	\$ <u>738,266.00</u>
 TOTAL OPERATING FUND EXPENDITURES	 \$ 6,555,899.00

IT IS FURTHER RESOLVED that the operating fund budget for the Government Camp Village Revitalization Area is appropriated as follows:

OPERATING FUND	
Material and Services	\$ 15,748.00
Capital Outlay	\$ <u>286,321.00</u>
 TOTAL OPERATING FUND EXPENDITURES	 \$ 302,069.00

IT IS FURTHER RESOLVED that the operating fund budget and debt service fund budget for the North Clackamas Revitalization Area is appropriated as follows:

OPERATING FUND	
Material and Services	\$ 709,705.00
Capital Outlay	\$ 3,225,000.00
Special Expenditures (Contingency)	\$ <u>606,885.00</u>
 TOTAL OPERATING FUND EXPENDITURES	 \$ 4,541,590.00

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

In the Matter of Adopting and
Appropriating Funds for the
2015-16 Budget for the Clackamas
County Development Agency (Tax
Increment Financing Areas)



RESOLUTION NO.:
PAGE 3 of 3

DEBT SERVICE FUND

Debt Service	\$ 554,440.00
Interfund transfer to Fund 453	\$ <u>1,400,000.00</u>

TOTAL DEBT SERVICE FUND	\$ 1,954,440.00
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IT IS FURTHER RESOLVED that the FY 2015-16 ad valorem tax, all of which is subject to the General Government Limitation set forth in section 11b, Article XI of the Oregon Constitution, is certified to the County Assessor for the North Clackamas Revitalization Plan Area in the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX, of the Oregon Constitution and ORS Chapter 457; and

IT IS FURTHER RESOLVED that the Board hereby adopts the budget for fiscal year 2015-16 in the total of \$62,864,157.00 now on file at the Development Service Building.

DATED THIS _____ DAY OF JUNE, 2015.

BOARD OF COUNTY COMMISSIONERS
Acting as the Governing Body of the
Clackamas County Development Agency

Chair

Recording Secretary



13
COPY

M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

June 25, 2015

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

Board of County Commissioners
Clackamas County

Members of the Board:

A Board Resolution Adopting and Appropriating
Funds for the 2015-2016 Budget for
Clackamas County Service District No. 5

Purpose/Outcomes	Adopting and Appropriating Funds for the 2015-2016 Budget
Dollar Amount and Fiscal Impact	None
Funding Source	District rates establish annual assessments levied against properties benefitting from street lighting
Safety Impact	None
Duration	Fiscal Year 2015-2016
Previous Board Contact	Budget Committee Meeting – June 1, 2015
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Attached is the Fiscal Year 2015-2016 budget for the Clackamas County Service District No. 5.

The Service District Budget Committee conducted a public meeting on the proposed budget on June 1, 2015. The committee approved the proposed budget with revisions and recommends Board approval of the attached Service District No. 5 budget.

The attached Resolution adopts and appropriates funds for the Service District No. 5 Budget, July 1, 2015 through June 30, 2016 and directs copies of the Budget be transmitted to the County Clerk and Assessor.

RECOMMENDATION:

It is recommended that the Board approve the attached Resolution adopting and appropriating funds for the Clackamas County Service District No. 5 Fiscal Year 2015-2016 Budget.

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

Respectfully submitted,

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

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

In the Matter of Adopting and
Appropriating Funds for the
2015-2016 Budget for
Clackamas County Service
District No. 5



RESOLUTION 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 the operating expenditures and revenues constituting the General Fund budget for Clackamas County Service District No. 5 for the period of July 1, 2015 to June 30, 2016, inclusive, have been prepared, published, and submitted to the taxpayers for recommendations at a public hearing held on June 25, 2015, as provided by statute; and,

It further appearing to the Board that opportunity was given for public testimony at said public hearing; now, therefore,

IT IS HEREBY RESOLVED that the General Fund budget for Clackamas County Service District No. 5 be adopted and funds appropriated as follows:

GENERAL FUND

Materials and Services	\$ 3,130,670
Special Expenditures	
Reserve for Future Expenditure	\$ 658,394
Contingency	\$ <u>79,753</u>
TOTAL GENERAL FUND EXPENDITURES	\$ 3,868,817

IT IS FURTHER RESOLVED that this Resolution be entered into the Commissioners' Journal as of July 1, 2015.

ADOPTED this _____ day of June, 2015.

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

Chair

Recording Secretary



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

124
COPY

June 25, 2015

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

Board of County Commissioners
Clackamas County

Members of the Board:

A Board Resolution and Public Hearing Setting Rates for Street Lighting
Service Charges in Clackamas County Service District No. 5

Purpose/Outcomes	Approval of this Resolution will set rates for Street Lighting Service Charges
Dollar Amount and Fiscal Impact	Increase in 10 out of 11 rate categories
Funding Source	District rates establish annual assessments levied against properties benefitting from street lighting
Safety Impact	None
Duration	Fiscal Year 2015-2016
Previous Board Contact	Budget Committee Meeting – June 1, 2015
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Clackamas County Service District No. 5 supplies street lighting service to unincorporated Clackamas County and the cities of Happy Valley and Damascus. The cost of street lighting is paid by direct assessment of benefiting property owners within the district. Rates for the District were last set on June 26, 2014, by Resolution No. 2014-66. A new rate schedule was added on May 14, 2015, by Resolution No. 2015-35, which has been identified as Rate Schedule W.

The District's 2015-2016 recommended budget takes into account rate changes in 10 of the 11 existing rates the District uses to assess property owners benefitting from street lighting service. Rate Schedule W will not change. The proposed rate schedule is projected to produce revenue at a level that will meet the expenses of the district as well as resulting in a forecasted ending fund balance that would accommodate a sufficient reserve for future expenditures to cover the first five (5) months of District expense until revenues become available in November.

RECOMMENDATION:

It is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Resolution which will adopt the new rate schedule for Clackamas County Service District No. 5.

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

Respectfully submitted,

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

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

In the Matter of a Resolution Setting
Rates for Street Lighting Service
Charges, Clackamas County Service
District No. 5, Clackamas County, Oregon



RESOLUTION NO.
Page 1 of 4

This matter coming before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board that rates for street light service in Clackamas County Service District No. 5 were last set by Resolution No. 2014-66, and a new rate schedule, identified as Rate Schedule W, was added on May 14, 2015, by Resolution No. 2015-35 and

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

It further appearing to the Board that rate schedules as established by Commissioners' Resolution No. 2014-66, should be changed to reflect the cost of providing street lighting service in the District for fiscal year 2015-2016 as follows:

Rate Schedule A = \$ 36.84 per tax lot each year
Rate Schedule B = \$ 51.03 per tax lot each year
Rate Schedule C = \$ 71.55 per tax lot each year
Rate Schedule D = \$ 1.28 per frontage foot per tax lot each year
Rate Schedule E = \$ 8.61 per tax lot each year
Rate Schedule F = \$ 63.83 per tax lot each year
Rate Schedule H = \$ 93.75 per tax lot each year
Rate Schedule J = \$ 124.57 per tax lot each year
Rate Schedule K = \$ 86.06 per tax lot each year
Rate Schedule R = \$ 267.92 per tax lot each year

RATE SCHEDULE A

Residential lots having access to and benefited by the installation and maintenance of District owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are primarily District owned and mounted on poles used exclusively for street lights.

RATE SCHEDULE B

Residential lots having access to and benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are primarily cobra type lights, owned by PGE, mounted on existing PGE owned distribution poles, and served by overhead wiring.

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

In the Matter of a Resolution Setting
Rates for Street Lighting Service
Charges, Clackamas County Service
District No. 5, Clackamas County, Oregon



RESOLUTION NO.
Page 2 of 4

RATE SCHEDULE C

Residential lots having access to and benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are generally cobra type lights on gray fiberglass or aluminum poles or Town & Country lights on redwood or fiberglass poles. They are primarily mounted on PGE owned poles used exclusively for street lights and are served by underground wiring.

RATE SCHEDULE D

Commercial and Industrial lots having access to and benefited by the installation and maintenance of street lights on poles located on adjacent public rights-of-way. Lights and poles in this schedule are owned by the District or PGE and are served by either overhead or underground wiring.

RATE SCHEDULE E

Condominium units which are benefited by the installation and maintenance of street lights on poles located on adjacent public rights-of-way. Lights and poles in this schedule are owned by the District or PGE and are served by either overhead or underground wiring.

RATE SCHEDULE F

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are primarily mounted on PGE owned poles used exclusively for street lights. This rate schedule represents the former Southwood Park Highway Lighting District.

RATE SCHEDULE H

Residential lots, primarily in the City of Happy Valley, which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights and poles in this schedule are owned by PGE and are shoebox fixtures on bronze fiberglass poles. They are primarily served by underground wiring.

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

In the Matter of a Resolution Setting
Rates for Street Lighting Service
Charges, Clackamas County Service
District No. 5, Clackamas County, Oregon



RESOLUTION NO.
Page 3 of 4

RATE SCHEDULE J

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are Hadco Acorn fixtures on ornamental fiberglass or aluminum poles, owned and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

RATE SCHEDULE K

High density residential developments which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are Techtra fixtures on ornamental aluminum shepherd's crook poles, owned and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

RATE SCHEDULE R

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are Techtra fixtures on ornamental aluminum shepherd's crook poles, owned and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

RATE SCHEDULE W

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on decorative aluminum poles on adjacent public rights-of-way. Lights in this schedule are Westbrook fixtures on decorative aluminum poles, owned and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

It further appearing to the Board that such rates are necessary as a result of clearly defining and distributing operating costs for the District to the appropriate rate schedules; and

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

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

In the Matter of a Resolution Setting
Rates for Street Lighting Service
Charges, Clackamas County Service
District No. 5, Clackamas County, Oregon



RESOLUTION NO.
Page 4 of 4

IT IS HEREBY RESOLVED that commencing with July 1, 2015, the rates for service charges to the users of Clackamas County Service District No. 5 will be as follows:

Rate Schedule A = \$	36.84	per tax lot each year
Rate Schedule B = \$	51.03	per tax lot each year
Rate Schedule C = \$	71.55	per tax lot each year
Rate Schedule D = \$	1.28	per frontage foot per tax lot each year
Rate Schedule E = \$	8.61	per tax lot each year
Rate Schedule F = \$	63.83	per tax lot each year
Rate Schedule H = \$	93.75	per tax lot each year
Rate Schedule J = \$	124.57	per tax lot each year
Rate Schedule K = \$	86.06	per tax lot each year
Rate Schedule R = \$	267.92	per tax lot each year
Rate Schedule W = \$	250.00	per tax lot each year

ADOPTED this _____ day of June, 2015.

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

CHAIR

Recording Secretary



15
Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory Geist
Director

June 25, 2015

Board of Commissioners
Clackamas County

Members of the Board:

RESOLUTION ADOPTING AND APPROPRIATING FISCAL YEAR 2015-16 BUDGET AND FUNDS FOR
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

Purpose/Outcomes	Adopt and appropriate fiscal year 2015-16 budget and funds for Clackamas County Service District No. 1.
Dollar Amount and Fiscal Impact	The spending level considered necessary by the Budget Committee for the District to meet its operations and maintenance, capital, and debt service requirements and to provide reserves amounts to \$66,197,124 for Clackamas County Service District No. 1.
Funding Source	District funds
Safety Impact	None
Duration	July 1, 2015 – June 30, 2016
Previous Board Action	None
Contact Person	Greg Geist, Director – Water Environment Services – 503-742-4560
Contract No.	N/A

BACKGROUND:

The attached Resolution and exhibit adopts and appropriates funds for the enterprise fund budget for Fiscal Year 2015-16 for Clackamas County Service District No. 1, and further adopts and appropriates the debt service fund budget for Clackamas County Service District No. 1.

The Budget Committee for Clackamas County Service District No. 1 (CCSD #1) met on June 1, 2015, to consider its budget. The budget for CCSD #1 was approved as recommended by staff. Spending levels considered necessary by the Budget Committees for the District to meet its operations and maintenance, capital, and debt service requirements and to provide reserves amount to \$66,197,124 for Clackamas County Service District No. 1.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the attached Resolution adopting and appropriating the budget and funds for FY 2015-16 for Clackamas County Service District No.1.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Geist, for". The signature is written in a cursive style with a large initial "G".

Greg Geist
Director

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

A Resolution of the Clackamas County Board
of Commissioners Adopting a 2015-16 Fiscal
Year Budget and Making Appropriations for the
Period of July 1, 2015 through June 30, 2016



RESOLUTION NO.

WHEREAS, the proposed expenditures and resources constituting the budget for Clackamas County Service District No. 1 for the period of July 1, 2015 through June 30, 2016, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary were published in The Oregonian on June 12th, 2015; and,

WHEREAS, ORS 294.456 requires districts to make appropriations when adopting the budget,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

The budget is hereby adopted for the fiscal year 2015-2016 in the amount of **\$66,197,124** and establishes appropriation as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

ADOPTED this _____ day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
Acting as governing body of Clackamas County
Service District No. 1

Chair

Recording Secretary

**CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
FISCAL YEAR 2015-2016 BUDGET
EXHIBIT A**

SEWER OPERATING FUND

Materials and Services	\$ 13,840,249
Special Expenditures	
Transfers	13,911,725
Contingency	2,306,708
TOTAL OPERATING FUND EXPENDITURES	<u>\$ 30,058,682</u>

SEWER SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 2,379,000
Special Expenditures	
Contingency	594,750
TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	<u>\$ 2,973,750</u>

SEWER CONSTRUCTION FUND

Capital Outlay	\$ 8,619,000
Special Expenditures	
Contingency	2,154,750
TOTAL CONSTRUCTION FUND EXPENDITURES	<u>\$ 10,773,750</u>

SURFACE WATER OPERATING FUND

Materials and Services	\$ 4,037,046
Special Expenditures	
Contingency	672,841
TOTAL OPERATING FUND EXPENDITURES	<u>\$ 4,709,887</u>

SURFACE WATER SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 560,000
Special Expenditures	
Contingency	140,000
TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	<u>\$ 700,000</u>

SURFACE WATER CONSTRUCTION FUND

Capital Outlay	\$ 1,060,000
Special Expenditures	
Contingency	265,000
TOTAL CONSTRUCTION FUND EXPENDITURES	<u>\$ 1,325,000</u>

STATE REVOLVING LOAN FUND

Principal and Interest	\$ 625,011
Special Expenditures	
Reserve	288,058
TOTAL DEBT SERVICE FUND EXPENDITURES	<u>\$ 913,069</u>

REVENUE BOND FUND

Principal and Interest	\$ 7,096,314
Special Expenditures	
Reserve	7,646,672
TOTAL DEBT SERVICE FUND EXPENDITURES	<u>\$ 14,742,986</u>



June 25, 2015

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER AMENDING AND ADOPTING RATES AND CHARGES FOR
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

Purpose/Outcomes	Amend and adopt rates and charges for Clackamas County Service District No. 1.
Dollar Amount and Fiscal Impact	Changes the retail Equivalent Dwelling Unit (EDU) monthly charge for sanitary sewer service within Clackamas County Service District No. 1 (CCSD #1) service areas from \$42.00 to \$43.50/EDU, and the retail Equivalent Service Unit (ESU) monthly surface water management service charge from \$6.35 to \$6.50/ESU. The District's wholesale EDU monthly charge for sanitary sewer service changes from \$31.72 to \$32.89/EDU.
Funding Source	Ratepayers
Safety Impact	None
Duration	July 1, 2015 – June 30, 2016
Previous Board Action	None
Contact Person	Greg Geist, Director – Water Environment Services – 503-742-4560
Contract No.	N/A

BACKGROUND:

The attached Order changes the retail Equivalent Dwelling Unit (EDU) monthly charge for sanitary sewer service within Clackamas County Service District No. 1 (CCSD #1) service areas from \$42.00 to \$43.50/EDU, and the retail Equivalent Service Unit (ESU) surface water management service charge from \$6.35 to \$6.50/ESU. The District's wholesale EDU monthly charge for sanitary sewer service changes from \$31.72 to \$32.89/EDU.

These changes are effective for services rendered on and after July 1, 2015. The Order further requires the District to publish the revised charge in the tables of its Rules and Regulations to reflect the changes. The changes in charges for monthly sanitary sewer and surface water management service for CCSD #1 are pursuant to the FY 2015-16 budget approved by the District's Budget Committee on June 1, 2015, and adopted by the Board on June 25, 2015.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the attached Order adopting monthly retail and wholesale service charges for FY 2015-16 for all of the sanitary sewer service areas and retail surface water management service areas of CCSD #1 at its June 25, 2015, meeting for services rendered on and after July 1, 2015, and direct staff to publish the revised charge in the tables of the District's Rules and Regulations to reflect this change.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Geist, Director". The signature is written in a cursive, flowing style.

Greg Geist
Director

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

In the Matter of an Order Adopting
Rates and Charges for Clackamas
County Service District No.1,
Clackamas County, Oregon

ORDER NO. _____

This matter came for hearing before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the Clackamas County Service District No. 1 ("District"). The District finds that the District's Rules and Regulations allow for adoption and amendment of rates and charges by order. The Board further finds that it is necessary to adopt equivalent dwelling unit ("EDU") and equivalent service unit ("ESU") rates and charges for the District set forth on Table XII, effective July 1, 2015, pursuant to the District's adopted budget, and to effectively administer the use and users of the sanitary sewer and storm water systems managed by the District, and being fully advised, it is:

IT IS HEREBY ORDERED THAT:

1. Effective July 1, 2015, for all services rendered after said date, the District's retail sewer service charge shall be \$43.50 per EDU per month, and the District's surface water management service charge shall be \$6.50 per ESU per month. The District's wholesale sewer service charge shall be \$32.89 per EDU per month.
2. District staff is directed to publish the revised rates in Table XII, and elsewhere as appropriate, in accordance with this Order.
3. An executed copy hereof shall be kept on file at Water Environment Services.

PASSED this ____ day of June, 2015, after public hearing by the Board of County Commissioners at its regular meeting.

BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, OREGON
Acting as Governing Body of the
Clackamas County Service District No. 1

Chair

Recording Secretary



Water Quality Protection
 Surface Water Management
 Wastewater Collection & Treatment

Gregory Geist
 Director

June 25, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

**BOARD ORDER ADOPTING A REVISED CAPITAL PLAN AND
 INCREASING THE SYSTEM DEVELOPMENT CHARGE FOR
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

Purpose/Outcomes	Increasing the revenues received from new development within the District.
Dollar Amount and Fiscal Impact	\$340,000 in additional Sanitary Sewer Systems Development Charges (SDC) revenues annually.
Funding Source	No County funds are involved.
Safety Impact	None
Duration	Permanent
Previous Board Action/Review	The Sanitary Sewer SDC was previously adjusted in three annual increments in conjunction with the District's \$120 million liquids expansion effort. In 2008, the adjustment was from \$2,200 to \$3,700. In 2009, the adjustment was from \$3,700 to \$5,200. In 2010, the adjustment was from \$5,200 to the current \$6,600.
Contact Person	Doug Waugh, Finance Manager – Water Environment Services 503-742-4564

BACKGROUND:

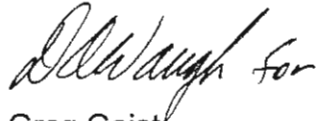
Water Environment Services ("WES") staff worked with two consultants to update the District Capital Improvement Plan ("CIP"), which generated a potential increase in the Sanitary Sewer Systems Development Charge ("SDC"). The justification for this potential increase comes from a report produced by Donovan Enterprises, Inc. titled "Wastewater System Development Charge Update" dated December, 2013 (the "Report") and is attached. The Report is based upon the updated "Tri-City WPCP Site Master Plan" of June, 2013 developed by Richwine Environmental.

On April 8, 2015, staff presented a series of options for increasing the District's SDC to the RiverHealth Advisory Board, with a possible increase up to \$10,588. After consideration of the options, the Board recommended an increase equal to the past two years of inflation as calculated in the Engineering News Report Construction Cost Index. Two years was selected due to the lack of an increase in the SDC during the previous fiscal year. This will result in an increase of the SDC from \$6,600 to \$6,950.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Order adopting the Report and approving the increase in the Sanitary Sewer Systems Development Charge to \$6,950 as recommended by the RiverHealth Advisory Board.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Greg Geist for".

Greg Geist
Director

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

In the Matter of an Order Adopting a Revised Capital Improvement Plan and Establishing New System Development Charges for Clackamas County Service District No. 1, Clackamas County, Oregon



ORDER NO.

This matter came before the Board of County Commissioners of Clackamas County, Oregon ("Board"), acting as the governing body of Clackamas County Service District No. 1 ("District") in public hearing on June 25th, 2015.

WHEREAS, the District has updated the Capital Improvement Plan ("CIP") based on the Portland State University growth study, updated facility study regarding capacity, and the impact of Sanitary Sewer System Development Charges ("SDC") on District finances.

WHEREAS, the RiverHealth Advisory Board has recommended the Board adopt an increase in the SDC to \$6,950 for fiscal year 2015-2016.

FINDINGS:

The Board finds that the District's Rules and Regulations allow for an update of the Sanitary Sewer Systems Development Charge ("SDC") by order, pursuant to Section 4.1.2.

An increase in demand for investment based upon growth within the District has resulted in a revised CIP, which is set forth in the report "Wastewater System Development Charge Update" (the "Report") produced by Donovan Enterprises, Inc., attached hereto as Exhibit A.

In order to meet the continuing obligations and ensure effective performance of the District, the Board further finds that it is necessary to adopt an increased SDC of \$6,950.

The Board, having held a hearing, considered testimony, factual supporting materials and the above findings, and being fully advised, it is:

ORDERED:

1. The Report, including the revised CIP, in Exhibit A is hereby adopted;
2. Effective July 1, 2015, for all services rendered after said date, the District's SDC shall be \$6,950 per equivalent dwelling unit for the North Clackamas, Hoodland, and Boring service areas.
3. District staff is directed to publish these updated charges in Table XII of the District Rules and Regulations, and elsewhere as appropriate, in accordance with this Order.
4. An executed copy hereof shall be kept on file at Water Environment Services.

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

In the Matter of an Order Adopting a
Revised Capital Improvement Plan and
Establishing New System Development
Charges for Clackamas County Service
District No. 1, Clackamas County,
Oregon



ORDER NO.

PASSED this ____ day of June, 2015, after public hearing by the Board of County
Commissioners at its regular meeting.

BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, OREGON
Acting as Governing Body of the
Clackamas County Service District No. 1

Chair

Recording Secretary

EXHIBIT A

Presented by:



December

2013

Wastewater System Development Charge Update

Final Report

Prepared for:



Donovan Enterprises, Inc.
9600 SW Oak Street, Suite 335
Tigard, Oregon 97223-6596
☎ 503.517.0671
www.donovan-enterprises.com



Fiscal 2013 - 2014
Wastewater SDC Update

Table of Contents

Executive Summary.....	1
System Development Charges Policy Choices	2
Background	2
SDC Policy.....	2
SDC options available to the Clackamas County Board of Commissioners.....	3
Benchmarking Regional Wastewater SDCs.....	4
Clackamas County Service District No. 1 SDC Analysis	7
Wastewater SDC Methodology Update.....	7
SDC Legal Authorization.....	7
Existing and Future Wastewater Demand	8
Reimbursement Fee Methodology.....	10
Improvement Fee Methodology.....	11
CCSD1 Wastewater SDC Conclusions and Recommendations	13
Tri-City Service District SDC Analysis	15
Wastewater SDC Methodology Update.....	15
Existing and Future Wastewater Demand	15
Reimbursement Fee Methodology.....	17
Improvement Fee Methodology.....	18
TCSD Wastewater SDC Conclusions and Recommendations	20

Executive Summary

Donovan Enterprises, Inc. (DEI) was retained by Water Environment Services (WES) to review the wastewater System Development Charges (SDC) currently applied by Clackamas County Service District No. 1 (CCSD1) and the Tri-City Service District (TCSD) to support wastewater infrastructure. This study is designed to provide the Clackamas County Board of Commissioners with a comprehensive understanding of its SDC options. This will enable the Commission to make informed policy choices about the future application of SDC. The study:

- Reviews the basis for SDC charges to ensure a consistent methodology;
- Identifies policy, administrative, and technical problems which have arisen from existing SDC assessment methodologies;
- Determines the most appropriate SDC fee to ensure that growth pays for growth;
- Considers possible revisions to the structure or basis of SDC charges which might improve equity or proportionality to demand;
- Provides clear, orderly documentation of the assumptions, methodology, and results, so that WES Staff could, by reference, respond to questions or concerns from the public.

The consultant found that the Clackamas County Board of Commissioners (BCC) has the legal authority and economic justification, if it chooses to exercise its prerogative, to increase SDCs for new development in CCSD#1 and TriCity. The power to do so, and by how much, resides solely with the BCC.

System Development Charges Policy Choices

Background

This study is an update of the System Development Charge (SDC) methodology analysis that was completed by WES in April, 2008. This update addresses the levels and structure of SDCs needed to support current and future infrastructure investments managed by WES. This study also takes into account the recommendations of the recently completed wastewater treatment facilities plan update. That plan calls for future investments of \$112.9 million over the next fifteen years by the two county service districts that are managed by WES.

WES was created in August, 1984, to administer several county service districts formed under ORS Chapter 451. The enabling legislation establishes county service districts as independent municipal corporations authorized to provide specific services within specified boundaries in Clackamas County. The Board of County Commissioners is designated as the governing body with the County Administrator serving as the Administrator of the Districts. The scope of this SDC update is limited to the wastewater SDCs charged by CCSD1 and the TCSD.

CCSD No. 1 is comprised of four separate, non-contiguous wastewater service areas, as well as a surface water management (SWM) service area. Both wastewater and SWM services are provided in the North Clackamas Service Area. CCSD No. 1 owns and operates the Kellogg Creek wastewater treatment plant, located along the Willamette River in Milwaukie, and has an ownership interest in co-located facilities at the Tri-City water pollution control facility located on the Clackamas River in Oregon City. These plants serve the North Clackamas Service Area in addition to the wastewater flows from the City of Milwaukie. Wastewater-only service is provided in the Hoodland, Boring, and Fischer's Forest Park Service Areas. Each service area is served by completely separate collection and treatment facilities.

TCSD provides wastewater transmission and treatment services for customers in the cities of Oregon City, West Linn, and a portion of Gladstone. Treatment services are provided at the Tri-City plant. As discussed above, since 1998, the Tri-City plant has provided growth-related wastewater treatment capacity and services for both TCSD and CCSD No. 1. These treatment services are paid for by each district according to their respective use, as delineated in the Intergovernmental Services Agreement approved by the Board of County Commissioners in December, 2008. TCSD does not deliver SWM services to customers in the TCSD area. These services are delivered by each of the three member Cities.

SDC Policy

Oregon Revised Statutes (ORS) 223.297 to 223.314 authorize local governments to establish SDCs. These are one-time fees on new development, and they are paid at the time of development. SDCs are intended to recover a fair share of the cost of existing and planned facilities that provide capacity to serve future growth.

ORS 223.299 defines two types of SDC:

- A reimbursement fee that is designed to recover “costs associated with capital improvements already constructed, or under construction when the fee is established, for which the local government determines that capacity exists”
- An improvement fee that is designed to recover “costs associated with capital improvements to be constructed”

ORS 223.304(1) states, in part, that a reimbursement fee must be based on “the value of unused capacity available to future system users or the cost of existing facilities” and must account for prior contributions by existing users and any gifted or grant-funded facilities. The calculation must “promote the objective of future system users contributing no more than an equitable share to the cost of existing facilities.” A reimbursement fee may be spent on any capital improvement related to the system for which it is being charged (whether cash-financed or debt-financed).

ORS 223.304(2) states, in part, that an improvement fee must be calculated to include only the cost of projected capital improvements needed to increase system capacity for future users. In other words, the cost of planned projects that correct existing deficiencies or that do not otherwise increase capacity for future users may not be included in the improvement fee calculation. An improvement fee may be spent only on capital improvements (or portions thereof) that increase the capacity of the system for which it is being charged (whether cash-financed or debt-financed).

SDC options available to the Clackamas County Board of Commissioners

At the request of WES Staff, this study was crafted to afford the Board of County Commissioners options with respect to wastewater SDCs. These options range from:

1. Do nothing option: Leave SDCs at their current levels (i.e., \$6,600 per household for CCSD1, and \$2,020 per household for TCSD); or,
2. Increase SDCs: Current SDCs can be raised to one of two statutory maximum levels based upon five-year increments of projected growth in population. These levels are in 5 and 10 year population growth increments; or,
3. Increase SDCs but by an amount that is less than allowed by current law: The BCC has the option of increasing SDCs by any amount so long as it does not exceed the legally allowed level based upon the five year increments of projected growth in population.
4. Lower SDCs from their current level: SDCs may be reduced by the BCC below current levels.

The resulting unit SDCs at the statutory maximums (at 5 and 10 year growth inflection points) are shown below in Table 1 for CCSD1, and in Table 2 for TCSD.

Table 1 - SDC Options for CCSD1

Clackamas County Service District No. 1 Draft Schedule of System Development Charges - Wastewater		
	<u>EDU Growth Forecast Horizon (years)</u>	
	<u>Five</u>	<u>Ten</u>
Reimbursement fee:	\$ 2,091	\$ 1,988
Improvement fee:	<u>\$ 8,497</u>	<u>\$ 11,258</u>
Total Unit SDC:	\$ 10,588	\$ 13,246

Table 2 - SDC Options for TCSD

Tri-City Service District Draft Schedule of System Development Charges - Wastewater		
	<u>EDU Growth Forecast Horizon (years)</u>	
	<u>Five</u>	<u>Ten</u>
Reimbursement fee:	\$ 227	\$ 219
Improvement fee:	<u>\$ 3,628</u>	<u>\$ 10,107</u>
Total Unit SDC:	\$ 3,855	\$ 10,325

The unit SDCs that are shown above in Tables 1 and 2 are expressed in dollars per Equivalent Dwelling Unit (EDU). An EDU is an approximation of the wastewater demand that is placed on the wastewater treatment system on an annual basis by an average single family dwelling.

Benchmarking Regional Wastewater SDCs

In order to give context to the levels of current and potential wastewater SDCs that could be charged in the CCSD1 and TCSD service areas, the project team gathered comparable wastewater SDCs that are charged by neighboring communities in the region. The comparable SDCs were gathered from wastewater collection and treatment service providers in Clackamas, Washington, Multnomah, and Marion Counties here in Oregon, and from service providers in Clark County, Washington. The neighboring communities' comparable wastewater SDCs are shown in Table 3, and are for a single family residential equivalent customer, and are in force as of November, 2013.

Table 3 - Comparable Communities' Single Family Residential Wastewater SDCs as of November, 2013

	"Regional" Wholesale	"Local" Retail	Total
<i>Clackamas County:</i>			
Lake Oswego	-	2,463	2,463
Oregon City	2,020	1,844	3,864
Wilsonville	-	4,323	4,323
West Linn	2,020	3,108	5,128
Milwaukie	5,670	893	6,563
Happy Valley	-	6,600	6,600
CCSD No. 1 - North Clackamas Service Area	5,670	930	6,600
<i>Washington County:</i>			
Clean Water Services	4,627	173	4,800
Hillsboro	4,627	173	4,800
Beaverton	4,627	173	4,800
Tualatin	4,627	173	4,800
<i>Multnomah County:</i>			
Fairview	-	2,600	2,600
Troutdale	-	4,495	4,495
Portland	-	4,551	4,551
Gresham	-	5,056	5,056
<i>Marion County:</i>			
Woodburn	-	2,977	2,977
Salem	-	3,130	3,130
Hubbard	-	3,755	3,755
Silverton	-	4,772	4,772
<i>Clark County Washington:</i>			
Unincorporated - Hazel Dell & Lakeshore Area	1,720	-	1,720
City of Vancouver	-	2,740	2,740
Unincorporated - Salmon Creek	4,708	-	4,708
Battle Ground	-	7,487	7,487
<i>Average single family residential wastewater SDC all areas</i>			<u>\$ 4,467</u>

The SDCs shown in Table 3 are broken out between wholesale and retail components (where applicable). The wholesale component is for wastewater treatment services, and the retail component is for wastewater collection and transmission services. In cases where a city or jurisdiction provides both services the project team showed the total SDC in the retail category. This distinction between wholesale and retail is particularly important in the cases of CCSD1 because this service district provides both wholesale and retail services to its customers. This situation is also the case in Washington County where Clean Water Services operates.



Analysis Section

Clackamas County Service District No. 1 SDC Analysis

Wastewater SDC Methodology Update

The framework for SDC calculation is established by ORS 223.297-314 which is the basis for this review. Under statute, SDC's are one-time fees imposed on new development and have two components: reimbursement and improvement.

The reimbursement fee considers the cost of existing facilities, prior contributions by existing users of those facilities, the value of the unused/available capacity, and generally accepted ratemaking principles. The objective is "future system users contribute no more than an equitable share to the cost of existing facilities." The reimbursement fee can be spent on capital costs or debt service related to the systems for which the SDC is applied.

The improvement fee portion of the SDC is based on the cost of planned future facilities that expand the system's capacity to accommodate growth or increase its level of performance. In developing an analysis of the improvement portion of the fee, each project in the District's capital improvement plan is evaluated to exclude costs related to correcting existing system deficiencies or upgrading for historical lack of capacity. An example is a facility which improves collection system capacity to better serve current customers. The costs for this type of project must be eliminated from the improvement fee calculation. Only capacity increasing/level of performance costs provide the basis for the SDC calculation. The improvement SDC is calculated as a function of the estimated number of additional equivalent dwelling units to be served by the District's facilities over the planning period. In this case, the planning period has been bundled into two discrete time frames of 5 and 10 years. Such a fee represents the greatest potential for future SDC changes.

For this review, WES has stated a number of objectives:

- Review the basis for the charge to ensure a consistent methodology with the benefit of the data contained in the newly completed wastewater treatment system facilities plan;
- Review the District's current rationale for the reimbursement and improvement elements of the SDC;
- Review the District's current wastewater system SDC methodology to be sure that is consistent with the District's approach to charges for other District-delivered services (SDCs);
- Consider possible revisions to the structure or basis of the charge that might improve equity or proportionality to demand; and
- Provide clear, orderly documentation of the assumptions, methodology, and results, so that District staff can, by reference, respond to questions or concerns from the public.

SDC Legal Authorization

SDCs are authorized by ORS 223.297-314. The statute is specific in its definition of system development charges, their application, and their accounting. In general, an SDC is a one-time fee imposed on new development or expansion of existing development, and assessed at the

time of development approval or increased usage of the system. SB 939, passed by the 2003 legislature, included many procedural adjustments and clarifications to ORS 223. Overall, the statute is intended to promote equity between new and existing customers by recovering a proportionate share of the cost of existing and planned/future capital facilities that serve the developing property.

Statute further provides the framework for the development and imposition of SDCs and establishes that SDC receipts may only be used for capital improvements and/or related debt service.

The methodology used to determine the improvement fee portion of the SDC must consider the cost of projected capital improvements needed to increase system capacity or level of performance. In other words, the cost of planned projects that correct existing deficiencies or do not otherwise increase capacity would not be SDC eligible. The improvement fee must also provide a credit for construction of a qualified public improvement.

Existing and Future Wastewater Demand

Existing wastewater service demand was derived from consultations with District engineering and finance staff. Based on this data, it is estimated that as of fiscal 2013-14, the District served a total of 35,558 retail EDUs. In addition to these retail EDUs, analysis indicates the District serves 10,281 wholesale EDUs in the communities of Milwaukie and Johnson City. The total EDU service base then amounted to 45,839 EDUs.

After establishing existing demand conditions, the next step was to forecast future demand based on the criteria established by the District's Capacity Management Program (CMP). To facilitate this demand forecasting effort, WES hired Portland State University's Population Research Center (PRC). The resulting demand forecast data was presented to WES (for both CCSD1 and TCSD) in a report entitled "Population Forecasts for the Tri-City Service District, Clackamas County Service District #1, Clackamas County Service District #1 with All Damascus, and the City of Milwaukie 2010-2040".

The population forecasts that were contained in the PRC final report were expressed in low, medium, and high growth scenarios. For planning purposes, WES Staff are using the medium population growth forecast for sizing future facilities. For this SDC update, the project team used the PRC medium population growth forecast as the basis for estimating the future growth in EDUs. Over the 5 and 10 year inflection points, the project team calculated the compounded annualized growth rates in population, and applied these growth rates to the know fiscal 2013-14 existing billable EDUs to arrive at future EDU totals.

The PRC medium population growth forecast data are shown below in Table 4. The resulting forecast of CCSD1 treatment EDUs is shown (in five year increments) in Table 5.

Table 4 - PRC Medium Growth Population Forecast Data; December, 2011

Medium Growth Population Forecasts - Per PSU Population Studies; December, 2011

Medium Growth Scenario	Census 2010	2020	2030	2040
Tri-City	70,544	76,340	82,315	86,748
CCSD#1	68,140	76,912	85,689	92,818
CCSD#1-All Damascus	76,865	86,876	97,157	106,193
Milwaukie	20,291	21,060	21,946	22,352

Compound Annual Growth Rates

Medium Growth Scenario	2010	2020	2030	2040
Tri-City		0.7927%	0.7746%	0.6916%
CCSD#1		1.2183%	1.1524%	1.0356%
CCSD#1-All Damascus		1.2318%	1.1783%	1.0832%
Milwaukie		0.3726%	0.3929%	0.3230%

Table 5 - Forecast of CCSD1 Treatment EDUs

Clackamas County Service District No. 1 Summary of Wastewater System Macroeconomic Assumptions			
	Budget 2014	Forecast	
		2019	2024
Equivalent Dwelling Units (EDUs) - forecast			
Wholesale Customers:			
Milwaukie	10,000	10,188	10,387
Johnson City	281	281	281
Total wholesale customers	10,281	10,469	10,668
Retail Customers:			
Total retail customers	35,558	37,803	40,104
Total treatment EDUs	<u>45,839</u>	<u>48,271</u>	<u>50,772</u>
Equivalent Dwelling Units (EDUs) - annual change			
Wholesale Customers:			
Milwaukie		38	41
Johnson City		-	-
Total wholesale customers		38	41
Retail Customers:			
Total retail customers		<u>460</u>	<u>467</u>
Five year forecast total growth		2,432	
Ten year forecast total growth			4,933

Based on the data contained in that report, the investments that are expected to be made over the next ten years for capacity expansion will serve an additional 4,933 EDUs.

Reimbursement Fee Methodology

The reimbursement fee represents a buy-in to the cost, or value, of wastewater capacity within the existing system. Generally, if a system were adequately sized for future growth, the reimbursement fee might be the only charge imposed, since the new customer would be buying existing capacity. However, staged system expansion is needed, and an improvement fee is imposed to allocate those growth related costs. Even in those cases, the new customer also relies on capacity within the existing system, and a reimbursement component is warranted.

In order to determine an equitable reimbursement fee to be used in conjunction with an improvement fee, two points should be highlighted:

- First, the cost of the system to the District's customers may be far less than the total plant-in-service. This is due to the fact that elements of the existing system may have been contributed, whether from developers, governmental grants, and other sources. Therefore, the net investment by the customer/owners is less.
- Second, the value of the existing system to a new customer is less than the value to an existing customer, since the new customer must also pay, through an improvement fee, for expansion of some portions of the system.

The method used for determining the reimbursement fee accounts for both of these points.

- First, the charge is based on the net investment in the system, rather than the gross cost. Therefore, donated facilities, typically including collection lines, local facilities, and grant-funded facilities, would be excluded from the cost basis. Also, the charge should be based on investments clearly made by the current users of the system, and not already supported by new customers. Tax supported activities fail this test since funding sources have historically been from general revenues, or from revenues which emanate, at least in part, from the properties now developing.
- Second, the cost basis is allocated between used and unused capacity, or capacity available to serve growth. In the absence of a detailed asset by asset analysis, it is appropriate to allocate the cost of existing facilities between used and available capacity proportionally based on the forecasted population growth as converted to EDUs over the planning period. This approach reflects the philosophy, consistent with the Districts CMP, that facilities have been sized to meet the demands of the customer base within the established planning period.

Table 6 contains the data that was used to derive the recommended wastewater reimbursement fee SDC (expressed in \$/EDU). Please note, in the District's 2008 SDC study the recommended reimbursement fee was zero. This is because the CCSD1 system was at effective full capacity at that time. Since that time, the District has invested over \$130 million in capacity to serve existing and new customers.

Table 6 – CCSD No. 1 Wastewater Reimbursement Fee Methodology

	June 30, 2012	EDU Growth Forecast Horizon (years)	
		Five	Ten
Clackamas County Service District No. 1 Reimbursement Fee SDC Calculations - Wastewater			
Utility plant in service- original cost ¹			
Intangible plant	\$ 802,162		
Sewage treatment plant	168,652,878		
Sewage treatment line system	106,659,292		
Equipment, tools, and appurtenances	9,214,451		
Construction work-in-progress	30,330,796		
Land	<u>3,871,077</u>		
Subtotal utility plant in service original cost	319,530,656		
Less: grants and contributed capital: ²			
EPA Clean Water Act grants	10,896,488		
Contributed capital - Milwaukie	1,581,052		
Contributed capital - Johnson City	<u>67,548</u>		
Subtotal grants and contributed capital	12,545,087		
Less: accumulated depreciation ¹			
Intangible plant	642,174		
Sewage treatment plant	48,341,017		
Sewage treatment line system	33,001,041		
Equipment, tools, and appurtenances	<u>7,613,936</u>		
Subtotal accumulated depreciation	89,598,168		
Utility plant in service net of grants and accumulated depreciation ¹	217,387,401		
Less: principal outstanding on long term debt: ¹			
DEQ Clean Water State Revolving Loan R22401	608,864		
DEQ Clean Water State Revolving Loan R06224	2,142,142		
DEQ Clean Water State Revolving Loan R22403	6,536,324		
Revenue Bonds 2002A	1,535,000		
Revenue Bonds 2002B	3,075,000		
Revenue Obligations 2009A	36,205,000		
Revenue Obligations 2009B	42,140,000		
Revenue Obligations 2010	23,475,000		
Original issue premium - 2009A, 2009B, 2010	847,812		
Deferred amount on revenue bond refunding - 2002B	<u>(123,762)</u>		
Subtotal principal outstanding on long term debt	116,441,380		
Utility plant in service net of grants, contributed capital, accumulated depreciation, and principal outstanding on long term debt	\$ 100,946,021	\$ 100,946,021	\$ 100,946,021
Projected existing capacity available to serve all customers (expressed in EDUs):		48,271	50,772
Calculated reimbursement fee per EDU		<u>\$ 2,091</u>	<u>\$ 1,988</u>

¹ Source: Clackamas County Service District No. 1 Comprehensive Annual Financial Report for the year ended June 30, 2012

² Source: Clackamas County Service District No. 1 records

Improvement Fee Methodology

The improvement fee represents a proportionate share of the cost to expand the system to accommodate growth. This charge is based on the capital improvement plan established by the

District and specifically on costs allocable to growth. Statute requires the capital improvements used as a basis for the charge be part of an adopted capital improvement schedule, whether as part of a system plan or independently developed, and that the improvements included for SDC eligibility be capacity or level of service expanding. The improvement fee is intended to protect existing customers from the cost burden and impact of expanding a system that is already adequate for their own needs in the absence of growth.

The key step in determining the improvement fee is identifying capital improvement projects that expand the system and the share of those projects attributable to growth. Some projects may be entirely attributable to growth, such as a collection line that exclusively serves a newly developing area. Other projects, however, are of mixed purpose, in that they may expand capacity, but they also improve service or correct a deficiency for existing customers. An example might be a pump station that both expands collection capacity and corrects a chronic capacity issue for existing users. In this case, a rational allocation basis must be defined.

The improvement portion of the SDC is based on the proportional approach toward capacity and cost allocation in that only those facilities (or portions of facilities) that either expand the wastewater system's capacity to accommodate growth or increase its level of performance have been included in the cost basis of the fee. As part of the Plan, District Staff and their engineering consultants were asked to review the planned capital improvement list in order to assess SDC eligibility. The criteria shown below were developed to guide the District's evaluation:

ORS 223 SDC Eligibility Criteria:

1. Capital improvements mean the facilities or assets used for wastewater collection, transmission, treatment and disposal. The definition does not allow for operation or routine maintenance of the improvements.
2. The SDC improvement base shall consider the cost of projected capital improvements needed to increase the capacity of the systems to which the fee is related.
3. An increase in system capacity is established if a capital improvement increased the "level of performance or service" provided by existing facilities or provides new facilities.

Under the WES approach, the following rules will be followed for SDC construction:

1. Repair costs are not to be included in the SDC calculations;
 2. Replacement costs will not be included unless the replacement includes an upsizing of system capacity and/or the level of performance of the facility is increased;
 3. New regulatory compliance facility requirements fall under the level of performance definition and should be proportionately included;
 4. Cost will not be included which bring deficient system(s) up to established design levels.
-

In developing the improvement fee, the project team in consultation with District Staff evaluated each of its CIP projects to exclude costs related to correcting existing system deficiencies or upgrading for historical lack of capacity. Only capacity increasing/level of performance costs were used as the basis for the SDC calculation, as reflected in the capital improvement schedule developed by the District. The improvement fee is calculated as a function of the estimated number of projected additional EDUs to be served by the facilities over the five-year increments of planning horizon. Table 7 lays out the CIP, and the allocation of the costs between existing customers and future customers (i.e., growth), and the resulting improvement fee SDC in 5 and 10 year forecast increments:

Table 7 – Project Cost Allocation Table and Improvement Fee SDC Calculations

Clackamas County Service District No. 1 Improvement Fee SDC Calculations - Wastewater						
Project ID	Project Description	Implementation Year	Cost in 2013 Dollars	CCSD No. 1 Share	Funding Source	
					Rates	SDCs
<i>Improvement fee SDCs</i>						
Five year forecast period:						
IIA	CCSD#1 Diversion Expansion	2016	\$ 14,250,000	\$ 14,250,000	\$ -	\$ 14,250,000
IIB	Phase II Electrical Expansion	2019	2,500,000	1,575,000	-	1,575,000
Biosolids	Biosolids Distribution Improvements	5 year CIP	350,000	350,000	-	350,000
Operations	SCADA	5 year CIP	1,500,000	1,500,000	-	1,500,000
Regulatory	Blue Heron - West Linn Facility Purchase and Restoration	5 year CIP	2,993,256	2,993,256	-	2,993,256
	Five year total		\$ 21,593,256	\$ 20,668,256	\$ -	\$ 20,668,256
	Projected five year growth in EDUs					2,432
	Calculated Improvement fee per EDU					<u>\$ 8,497</u>
Ten year forecast period:						
IIA	CCSD#1 Diversion Expansion	2016	\$ 14,250,000	\$ 14,250,000	\$ -	\$ 14,250,000
IIB	Phase II Electrical Expansion	2019	2,500,000	1,575,000	-	1,575,000
Biosolids	Biosolids Distribution Improvements	5 year CIP	350,000	350,000	-	350,000
Operations	SCADA	5 year CIP	1,500,000	1,500,000	-	1,500,000
Regulatory	Blue Heron - West Linn Facility Purchase and Restoration	5 year CIP	2,993,256	2,993,256	-	2,993,256
IIC	Anaerobic Digestion	2023	31,500,000	19,845,000	-	19,845,000
IID	Landfill	2024	4,650,000	2,929,500	-	2,929,500
IIE	Coarse Screen/Grit Removal	2021	9,200,000	5,796,000	-	5,796,000
IJJ	Outfall/Pump Station	2021	10,000,000	6,300,000	-	6,300,000
	Ten year total		\$ 76,943,256	\$ 55,538,756	\$ -	\$ 55,538,756
	Projected ten year growth in EDUs					4,933
	Calculated Improvement fee per EDU					<u>\$ 11,258</u>

CCSD1 Wastewater SDC Conclusions and Recommendations

The District currently charges a wastewater SDC of \$6,600 for a new single family residence to connect to the wastewater system. The results of this study indicate that the District's governing board has the legal authority and economic justification, if it chooses, to increase

District SDCs. Charges could be increased as follows depending on the time horizon chosen by the Board of County Commissioners:

	<u>EDU Growth Forecast Horizon (years)</u>	
	<u>Five</u>	<u>Ten</u>
Reimbursement fee:	\$ 2,091	\$ 1,988
Improvement fee:	<u>\$ 8,497</u>	<u>\$ 11,258</u>
Total Unit SDC:	\$ 10,588	\$ 13,246

The Consultant team has reviewed the District's current methodology for calculating its wastewater SDC and found that it complies with statutory construction requirements for the reimbursement and improvement fees. There is no need to modify this current methodology.

Some of the most significant revisions to ORS 223 since its inception in 1991 have dealt with record keeping and notification requirements. Under ORS 223.311 the District must prepare by, January 1 of each year, an accounting of SDC receipts and expenditures. This accounting should be reported to the Board of County Commissioners on an annual basis and made available for public inspection.

Tri-City Service District SDC Analysis

Wastewater SDC Methodology Update

In 1997, WES updated the TCSD SDC for wastewater services. This was done in conjunction with the facilities planning underway for the Tri-City Treatment Plant and collection system at that time. The Board of County Commissioners adopted a "Capital Improvement Plan for the Tri-City Service District" as part of the FY '98 budget review process. That CIP and the update of the previous projects list for on-going facility construction were the basis for preparation of that SDC calculation. Staff's analysis of the funding sources for existing facilities and its assessment of available wastewater capacity at that time established that a reimbursement fee of \$219 per EDU was required. They also concluded that an improvement fee of \$1,801 per EDU was required; bringing the total SDC per EDU to its current level of \$2,020.

In 2008, the District reviewed its wastewater SDC methodology, and could only justify a \$24 per EDU reimbursement fee. That update also indicated the District could charge an improvement fee of \$2,026 vs. the current total SDC of \$2,020 per EDU. This difference was deemed immaterial and therefore, District Staff did not recommend any changes to the current wastewater SDC for TCSD at that time. In general, the 2008 adopted five year CIP for TCSD was modest. In a note to the Board of County Commissioners at that time, District Staff said that as the Interim Capacity Expansion Project unfolded, it would be likely the future TCSD CIP would change materially. That judgment has proven correct, and the currently completed wastewater treatment system facilities plan indicates the District will be facing some \$42.2 million in future system improvements over the next fifteen years.

Existing and Future Wastewater Demand

Existing wastewater service demand was derived from consultations with District engineering and finance staff. Based on this data, it is estimated that as of fiscal 2003-14, the District served a total of 30,278 wholesale EDUs.

After establishing existing demand conditions, the next step was to forecast future demand based on the criteria established by the District's Capacity Management Program (CMP). As discussed in the CCSD1 section of this report, to facilitate this demand forecasting effort, WES hired Portland State University's PRC. Also as in the CCSD1 case, for this SDC update, the project team used the PRC medium population growth forecast as the basis for estimating the future growth in EDUs. Over the 5 and 10 year inflection points, the project team calculated the compounded annualized growth rates in population, and applied these growth rates to the known fiscal 2013-14 existing billable EDUs to arrive at future EDU totals.

The PRC medium population growth forecast data are shown below in Table 8. The resulting forecast of TCSD treatment EDUs is shown (in five year increments) in Table 9.

Table 8 - PRC Medium Growth Population Forecast Data; December, 2011

Medium Growth Population Forecasts - Per PSU Population Studies; December, 2011

Medium Growth Scenario	Census 2010	2020	2030	2040
Tri-City	70,544	76,340	82,315	86,748
CCSD#1	68,140	76,912	85,689	92,818
CCSD#1-All Damascus	76,865	86,876	97,157	106,193
Milwaukie	20,291	21,060	21,946	22,352

Compound Annual Growth Rates

Medium Growth Scenario	2010	2020	2030	2040
Tri-City		0.7927%	0.7746%	0.6916%
CCSD#1		1.2183%	1.1524%	1.0356%
CCSD#1-All Damascus		1.2318%	1.1783%	1.0832%
Milwaukie		0.3726%	0.3929%	0.3230%

Table 9 - Forecast of TCSD Treatment EDUs

Tri-City Service District Summary of Wastewater System Macroeconomic Assumptions			
	Budget 2014	Forecast	
		2019	2024
Equivalent Dwelling Units (EDUs) - forecast			
Wholesale Customers:			
Oregon City	14,895	15,495	16,107
West Linn	11,093	11,540	11,996
Gladstone	3,639	3,786	3,935
Unincorporated	651	677	704
Other	-	-	-
Total wholesale customers	30,278	31,497	32,742
Retail Customers:			
Total retail customers	-	-	-
Total treatment EDUs	30,278	31,497	32,742
Equivalent Dwelling Units (EDUs) - annual increases			
Wholesale Customers:			
Oregon City		122	124
West Linn		91	92
Gladstone		30	30
Unincorporated		5	5
Other		-	-
Total wholesale customers		248	252
Retail Customers:			
Total retail customers		-	-
Total treatment EDUs		248	252
Five year growth		1,219	
Ten year growth			2,464

Based on the data contained in that report, the investments that are expected to be made over the next ten years for capacity expansion will serve an additional 2,464 EDUs.

Reimbursement Fee Methodology

The methodology contained in the 1997 SDC Report, established the value of existing capacity in the Tri-City Plant and facilities as a function of the "book value" of these assets. The updated facilities schedule (i.e., as of June 30, 2012) and their calculated book value are contained in the following asset schedule shown in Table 10.

Table 10 – TCSD Wastewater Reimbursement Fee Methodology

Tri-City Service District Reimbursement Fee SDC Calculations - Wastewater			
	June 30, 2012	EDU Growth Forecast Horizon (years)	
		Five	Ten
Utility plant in service- original cost ¹			
Land and easements	\$ 2,379,564		
Construction work-in-progress	966,110		
Intangibles	1,040,218		
Collection plant	20,012,334		
Pumping plant	4,538,350		
Treatment plant	56,564,634		
General plant	<u>7,336,345</u>		
Subtotal utility plant in service original cost	92,837,555		
Less: grants and contributed capital: ²			
EPA Clean Water Act grants	<u>36,936,813</u>		
Subtotal grants and contributed capital	36,936,813		
Less: accumulated depreciation ¹			
Intangibles	1,032,644		
Collection plant	8,449,530		
Pumping plant	3,065,619		
Treatment plant	31,728,459		
General plant	<u>4,260,756</u>		
Subtotal accumulated depreciation	48,537,008		
Utility plant in service net of grants and accumulated depreciation ¹	7,363,734		
Less: principal outstanding on long term debt: ¹			
DEQ Clean Water State Revolving Loan - 3.98%	<u>205,405</u>		
Subtotal principal outstanding on long term debt	205,405		
Utility plant in service net of grants, contributed capital, accumulated depreciation, and principal outstanding on long term debt	\$ 7,158,329	\$ 7,158,329	\$ 7,158,329
Projected existing capacity available to serve new customers (expressed in EDUs):		31,497	32,742
Calculated reimbursement fee per EDU:		<u>\$227</u>	<u>\$219</u>

¹ Source: Tri-City Service District Comprehensive Annual Financial Report for the year ended June 30, 2012

² Source: Tri-City Service District records

Facilities that have either been contributed by developers, property owners (property tax based contributions) or funded through federal/state grants are defined as contributed capital and

have been removed from this reimbursement cost base. Because these reimbursement facilities have been paid for by existing ratepayers, it is consistent that their value also be a function of existing customers' relative contribution to these facilities. None of these projects are currently being financed through revenue bonds, however, the State Revolving Fund Loan is paying for the alternative disinfection and the Tri-City Master Plan (Phase 2) projects. The outstanding debt principal has been deleted from this reimbursement cost base. Therefore, the pricing of this remaining capacity in the Tri-City facilities is a function of the "book value" of these facilities divided by the projected demand on the system as measured in projected wastewater flow to the Tri-City Plant. This per EDU calculation for existing and available capacity then becomes the basis for valuing this capacity available to new customer connections. In terms of "future system users contributing no more than an equitable share to the cost of existing facilities," the book value used in this analysis is a reasonable approach toward applying current asset value as the basis for pricing increments of available capacity at the Tri-City Plant.

WES, through its ORS 451 District structure, owns and maintains the Tri-City Wastewater Treatment Plant along with the wastewater collection system located outside the incorporated areas of Gladstone, Oregon City and West Linn. The District has 30,278 EDU's connected to the system. During certain wet weather conditions this number of connections places demands that approach effective permitted treatment capacity at the Tri-City wastewater treatment plant. However, during dry weather conditions, infiltration and inflow decreases thereby reducing hydraulic loads on the plant. The District and the cities are in the process of implementing an improvement program to mitigate infiltration and inflow within the system. Although certain wet weather conditions cause upset conditions at the treatment plant, engineering analysis indicates that there is capacity at the plant to support additional connections to the system.

Improvement Fee Methodology

As in the case for CCSD No. 1, the basis for the costs included under the improvement portion of the SDC is the result of a detailed analysis of individual projects necessary to expand wastewater treatment or increase the level of performance of these treatment/conveyance facilities. The resulting projects were then reviewed in terms of a two step engineering and cost analysis. The first step assessed the existing condition of the wastewater system facility. Where this assessment determined the existing system was deficient - either in terms of design or current operating condition - to accommodate existing customers and flows, the corresponding costs were deleted from the cost base. The analysis then isolated those costs necessary to expand/improve the wastewater treatment system in order to accommodate anticipated future customers. The improvement costs necessary to convey and treat future flows became the sole basis for the improvement portion of the SDC. The resulting capital improvement list and the allocation of cost is detailed in Table 11.

Table 11 – TCSD Wastewater Project Cost Allocation Table

Tri City Service District Improvement Fee SDC Calculations - Wastewater						
Project ID	Project Description	Implementation Year	Cost in 2013 Dollars	TCSD Share	Funding Source	
					Rates	SDCs
<i>Improvement fee SDCs</i>						
Five year forecast period:						
IIA	CCSD#1 Diversion Expansion	2016	\$ 14,250,000	\$ -	\$ -	\$ -
IIB	Phase II Electrical Expansion	2019	2,500,000	925,000	-	925,000
Asset Management	Willamette Pump Station Upgrades	5 year CIP	2,200,000	2,200,000	2,200,000	-
Operations	Lime Silo	5 year CIP	505,000	505,000	-	505,000
Regulatory	Blue Heron - West Linn Facility Purchase and Restoration	5 year CIP	2,993,963	2,993,963	-	2,993,963
	Five year total		\$ 22,448,963	\$ 6,623,963	\$ 2,200,000	\$ 4,423,963
	Projected five year growth in EDUs					1,219
	Calculated improvement fee per EDU					<u>\$ 3,628</u>
Ten year forecast period:						
IIA	CCSD#1 Diversion Expansion	2016	\$ 14,250,000	\$ -	\$ -	\$ -
IIB	Phase II Electrical Expansion	2019	2,500,000	925,000	-	925,000
Asset Management	Willamette Pump Station Upgrades	5 year CIP	2,200,000	2,200,000	2,200,000	-
Operations	Lime Silo	5 year CIP	505,000	505,000	-	505,000
Regulatory	Blue Heron - West Linn Facility Purchase and Restoration	5 year CIP	2,993,963	2,993,963	-	2,993,963
IIC	Anaerobic Digestion	2023	31,500,000	11,655,000	-	11,655,000
IID	Landfill	2024	4,650,000	1,720,500	-	1,720,500
IIE	Coarse Screen/Grit Removal	2021	9,200,000	3,404,000	-	3,404,000
IJ	Outfall/Pump Station	2021	10,000,000	3,700,000	-	3,700,000
	Ten year total		\$ 77,798,963	\$ 27,103,463	\$ 2,200,000	\$ 24,903,463
	Projected ten year growth in EDUs					2,464
	Calculated improvement fee per EDU					<u>\$ 10,107</u>

TCSW Wastewater SDC Conclusions and Recommendations

The District's share of total capital cost for new investment in the wastewater treatment system is \$42.2 expressed in current dollars. Again, those are projects or portions of projects determined to be necessary in order to accommodate growth in the Tri-City Service District. The District currently charges a wastewater SDC of \$2,020 for a new single family residence to connect to the wastewater system. The results of this study indicate that the District's Governing Board has the legal authority and economic justification if it chooses, to increase District SDCs. Charges could be increased as follows depending on the time horizon chosen by the Board of County Commissioners:

	<u>EDU Growth Forecast Horizon (years)</u>	
	<u>Five</u>	<u>Ten</u>
Reimbursement fee:	\$ 227	\$ 219
Improvement fee:	<u>\$ 3,628</u>	<u>\$ 10,107</u>
Total Unit SDC:	\$ 3,855	\$ 10,325

The Consultant team has reviewed the District's current methodology for calculating its wastewater SDC and found that it complies with statutory construction requirements for the reimbursement and improvement fees. There is no need to modify this current methodology.

Under ORS 223.311 the District must prepare by, January 1 of each year, an accounting of SDC receipts and expenditures. This accounting should be reported to the Board of County Commissioners on an annual basis and made available for public inspection.



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory Geist
Director

June 25, 2015

Board of Commissioners
Clackamas County

Members of the Board:

RESOLUTION ADOPTING AND APPROPRIATING FISCAL YEAR 2015-16 BUDGET AND FUNDS FOR TRI-CITY SERVICE DISTRICT

Purpose/Outcomes	Adopt and appropriate fiscal year 2015-16 budget and funds for Tri-City Service District.
Dollar Amount and Fiscal Impact	The spending level considered necessary by the Budget Committee for the District to meet their operations and maintenance, capital, and debt service requirements and to provide reserves amounts to \$15,370,976 for Tri-City Service District.
Funding Source	District funds
Safety Impact	None
Duration	July 1, 2015 – June 30, 2016
Previous Board Action	None
Contact Person	Greg Geist, Director – Water Environment Services – 503-742-4560
Contract No.	N/A

BACKGROUND:

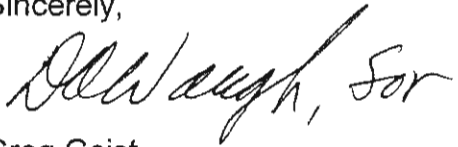
The attached Resolution and exhibit adopts and appropriates funds for the enterprise fund budget for Fiscal Year 2015-16 for Tri-City Service District, and further adopts and appropriates the debt service fund budget for Tri-City Service District.

The Budget Committee for Tri-City Service District (TCSD) met on June 1, 2015, to consider the budget. The budget for TCSD was approved as recommended by staff. Spending levels considered necessary by the Budget Committee for the District to meet its operations and maintenance, capital, and debt service requirements and to provide reserves amount to \$15,370,976 for Tri-City Service District.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the attached Resolution adopting and appropriating the budget and funds for FY 2015-16 for Tri-City Service District.

Sincerely,

A handwritten signature in cursive script that reads "Greg Geist, Director". The signature is written in black ink and is positioned above the printed name and title.

Greg Geist
Director

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

A Resolution of the Clackamas County Board
of Commissioners Adopting a 2015-16 Fiscal
Year Budget and Making Appropriations for the
Period of July 1, 2015 through June 30, 2016

RESOLUTION NO.

WHEREAS, the proposed expenditures and resources constituting the budget for Tri-City Service District for the period of July 1, 2015 through June 30, 2016, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary were published in The Oregonian on June 12th, 2015; and,

WHEREAS, ORS 294.456 requires districts to make appropriations when adopting the budget,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

The budget is hereby adopted for the fiscal year 2015-2016 in the amount of **\$15,370,976** and establishes appropriation as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

ADOPTED this ____ day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
Acting as governing body of Tri-City Service District

Chair

Recording Secretary

**TRI-CITY SERVICE DISTRICT
FISCAL YEAR 2015-2016 BUDGET
EXHIBIT A**

OPERATING FUND

Materials and Services	\$ 7,664,120
Special Expenditures	
Transfers	1,056,193
Contingency	1,277,353
TOTAL OPERATING FUND EXPENDITURES	<u>\$ 9,997,666</u>

SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 726,000
Special Expenditures	
Contingency	181,500
TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	<u>\$ 907,500</u>

CONSTRUCTION FUND

Capital Outlay	\$ 3,484,000
Special Expenditures	
Contingency	871,000
TOTAL CONSTRUCTION FUND EXPENDITURES	<u>\$ 4,355,000</u>

DEBT SERVICE FUND

Principal and Interest	\$ 56,193
Special Expenditures	
Reserve	54,617
TOTAL DEBT SERVICE FUND EXPENDITURES	<u>\$ 110,810</u>



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory Geist
Director

June 25, 2015

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER AMENDING AND ADOPTING RATES AND CHARGES FOR
TRI-CITY SERVICE DISTRICT**

Purpose/Outcomes	Amend and adopt rates and charges for the Tri-City Service District.
Dollar Amount and Fiscal Impact	Changes the Equivalent Dwelling Unit (EDU) monthly charge for wholesale sanitary sewer service within the Tri-City Service District (TCSD) from \$19.00 to \$20.00 per EDU, an additional amount of \$1.20 for the City of Oregon City and for retail sanitary sewer service from \$28.95 to \$30.00 per EDU. The increase will offset the higher operating costs of the new and combined treatment facilities located at the plant as well as the costs associated with the Oregon City Right of Way usage fee.
Funding Source	Ratepayers
Safety Impact	None
Duration	July 1, 2015 – June 30, 2016
Previous Board Action	None
Contact Person	Greg Geist, Director – Water Environment Services, 503-742-4560
Contract No.	N/A

BACKGROUND:

The attached Order changes the Equivalent Dwelling Unit (EDU) monthly charge for wholesale sanitary sewer service within the Tri-City Service District (TCSD) from \$19.00 to \$20.00 per EDU. The City of Oregon City will be charged an additional amount of \$1.20 per EDU to offset the City's right of way usage fee. The Tri-City Budget Committee recommended these increases and has reviewed the 2015-16 fiscal year budget associated with this increase. The monthly service charge for retail sanitary sewer service will be adjusted from \$28.95 to \$30.00 per EDU.

These changes are effective for service rendered on and after July 1, 2015. The Order further requires the District to publish the revised rates and charges in Table 1 of its Rules and Regulations to reflect this change.

The change in charges for monthly sanitary sewer service for TCSD is pursuant to the FY 2015-2016 budget approved by the District's Budget Committee on June 1, 2015, and adopted by the Board on June 25, 2015.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the attached Order adopting monthly service charges for FY 2015-2016 for TCSD at its June 25, 2015, meeting for services rendered on and after July 1, 2015, and direct staff to publish the revised rates and charges in Table 1 of the District's Rules and Regulations to reflect this change.

Sincerely,

A handwritten signature in cursive script that reads "G. Geist, Director". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Greg Geist
Director

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

In the Matter of an Order Amending
and Adopting Rates and Charges for
Tri-City Service District, Clackamas
County, Oregon



ORDER NO.

This matter came before the Board of County Commissioners of Clackamas County, Oregon ("Board"), acting as the governing body of the Tri-City Service District ("District") in public hearing on June 25th, 2015. The District serves the Cities of Gladstone, Oregon City and West Linn, Oregon (each a "City" and together, "Cities") and a few direct retail customers in the areas near one or more of the Cities.

FINDINGS:

The District finds that the District's Rules and Regulations allow for an update of rates and charges by order.

In order to meet the continuing obligations and ensure effective performance of the District, the Board further finds that it is necessary to adopt a wholesale sanitary sewer equivalent dwelling unit ("EDU") charge of \$20.00 per EDU. The City may set such additional amounts for monthly user charges which shall be added to the District's wholesale charge, and the entire amount shall be billed by the City.

In order to meet the continuing obligations and ensure effective performance of the District, the Board further finds that it is necessary to adopt a retail sanitary sewer charge of \$30.00 per EDU.

In order to meet continuing obligations and ensure equity amongst ratepayers and avoid a budget deficit, the Board further finds that it is necessary to adopt a methodology that allows for charges to any municipal customer of the District that levies, charges, taxes or otherwise imposes additional costs on the District relating to the use of public right of way within that municipality in an amount equal to the cost of such levy, charge, tax or other cost plus the maximum statutorily allowed interest rate to be charged for late fees.

The Board further finds that to implement such methodology for Fiscal year 2015-16, the District shall charge the City of Oregon City \$1.20 per EDU served by such City in addition to the \$20.00 wholesale EDU rate, all effective July 1, 2015, pursuant to the District's approved budget.

The Board, having held a hearing, considered testimony, factual supporting materials and the above findings and rate methodology, and being fully advised, it is:

IT IS HEREBY ORDERED THAT:

1. Effective July 1, 2015, for all services rendered after said date, the District's wholesale sewer service charge shall be \$20.00 per month for each dwelling unit or equivalent dwelling unit as assigned each class of service, which shall be paid by the

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

In the Matter of an Order Amending
and Adopting Rates and Charges for
Tri-City Service District, Clackamas
County, Oregon



ORDER NO.

City for each user from the date of connection of such user to the sewerage system. Payment shall be made to the City in which the property is located for subsequent remittance to the District, except for those areas billed directly to the users by the District. The District shall bill for and directly receive the retail charge of \$30.00 for retail customers. The District shall bill the City of Oregon City an additional \$1.20 per EDU pursuant to the adopted rate methodology. The District shall set the sewer service charges for each user based upon Table 1 of the District's Rules and Regulations.

2. District staff is directed to publish the revised rates in Table 1 of the District Rules and Regulations, and elsewhere as appropriate, in accordance with this Order.
3. An executed copy hereof shall be kept on file at Water Environment Services.

PASSED this _____ day of June, 2015, after public hearing by the Board of County Commissioners at its regular meeting.

BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, OREGON
Acting as Governing Body of the
Tri-City Service District

Chair

Recording Secretary



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory Geist
Director

June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

BOARD ORDER ADOPTING A REVISED CAPITAL PLAN AND INCREASING THE SYSTEM DEVELOPMENT CHARGE FOR TRI-CITY SERVICE DISTRICT

Purpose/Outcomes	Increasing the revenues received from new development within the District.
Dollar Amount and Fiscal Impact	\$145,000 in additional Sanitary Sewer Systems Development Charges (SDC) revenues annually.
Funding Source	No County funds are involved.
Safety Impact	None
Duration	Permanent
Previous Board Action/Review	The SDC has not been adjusted since 1998.
Contact Person	Doug Waugh, Finance Manager – Water Environment Services 503-742-4564

BACKGROUND:

Water Environment Services (“WES”) staff worked with two consultants to update the District Capital Improvement Plan (“CIP”), which generated a potential increase in the Sanitary Sewer Systems Development Charge (“SDC”). The justification for this potential increase comes from a report produced by Donovan Enterprises, Inc. titled “Wastewater System Development Charge Update” dated December, 2013 (the “Report”) and is attached. The Report is based upon the updated “Tri-City WPCP Site Master Plan” of June, 2013 developed by Richwine Environmental.

On April 14, 2015, staff presented a series of options for increasing the District’s SDC to the Tri-City Advisory Committee, with a possible increase up to \$3,855. After consideration of the options, the Committee recommended the option to raise the SDC in equal amounts during each of the next five years to arrive at \$3,855 by 2019. This requires the SDC to be increase to \$2,400 for the upcoming fiscal year.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Order adopting the Report and approving the increase in the Wholesale Sanitary Sewer Systems Development Charge to \$2,400 as recommended by the Tri-City Advisory Committee.

Respectfully submitted,

Doug Waugh, for
Greg Geist
Director

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

In the Matter of an Order Adopting a Revised Capital Improvement Plan and Establishing New System Development Charges for Tri-City Service District, Clackamas County, Oregon

ORDER NO.

Page 1 of 2

This matter came before the Board of County Commissioners of Clackamas County, Oregon ("Board"), acting as the governing body of the Tri-City Service District ("District") in public hearing on June 25th, 2015.

WHEREAS, the District has updated the Capital Improvement Plan ("CIP") based on the Portland State University growth study, updated facility study regarding capacity, and the impact of Sanitary Sewer System Development Charges ("SDC") on District finances.

WHEREAS, the Tri-City Advisory Board has recommended the Board adopt an increase in the SDC to \$2,400 for fiscal year 2015-2016.

FINDINGS:

The Board finds that the District's Rules and Regulations allow for an update of the Wholesale Sanitary Sewer Systems Development Charge ("SDC") by order, pursuant to Section 9.1.2.

An increase in demand for investment based upon growth within the District has resulted in a revised CIP, which is set forth in the report "Wastewater System Development Charge Update" (the "Report") produced by Donovan Enterprises, Inc., attached hereto as Exhibit A.

In order to meet the continuing obligations and ensure effective performance of the District, the Board further finds that it is necessary to adopt an increased SDC charge of \$2,400.

The Board, having held a hearing, considered testimony, factual supporting materials and the above findings, and being fully advised, it is:

IT IS HEREBY ORDERED THAT:

1. The Report, including the revised CIP, in Exhibit A is hereby adopted;
2. Effective July 1, 2015, for all services rendered after said date, the District's system development charge shall be \$2,400 per equivalent dwelling unit.
3. District staff is directed to publish these updated charges in Table I of the District's Rules and Regulations, and elsewhere as appropriate, in accordance with this Order.
4. An executed copy hereof shall be kept on file at Water Environment Services.

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

In the Matter of an Order Adopting a
Revised Capital Improvement Plan and
Establishing New System Development
Charges for Tri-City Service District,
Clackamas County, Oregon



ORDER NO.

Page 2 of 2

PASSED this ____ day of June, 2015, after public hearing by the Board of County
Commissioners at its regular meeting.

BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, OREGON
Acting as Governing Body of the
Tri-City Service District

Chair

Recording Secretary



Water Quality Protection
 Surface Water Management
 Wastewater Collection & Treatment

Gregory Geist
 Director

June 25, 2015

Board of Commissioners
 Clackamas County

Members of the Board:

**RESOLUTION ADOPTING AND APPROPRIATING FISCAL YEAR 2015-16 BUDGET AND FUND FOR
 THE SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY**

Purpose/Outcomes	Adopt and appropriate fiscal year 2015-16 budget and fund for the Surface Water Management Agency of Clackamas County.
Dollar Amount and Fiscal Impact	The spending level considered necessary by the Budget Committee for the Agency to meet its operations and maintenance, capital, and debt service requirements and to provide reserves amounts to \$143,483 for the Surface Water Management Agency of Clackamas County.
Funding Source	Agency funds
Safety Impact	None
Duration	July 1, 2015 – June 30, 2016
Previous Board Action	None
Contact Person	Greg Geist, Director – Water Environment Services – 503-742-4560
Contract No.	N/A

BACKGROUND:

The attached Resolution and exhibit adopts and appropriates funds for the enterprise fund budget for Fiscal Year 2015-16 for the Surface Water Management Agency of Clackamas County.

The Budget Committee for the Surface Water Management Agency of Clackamas County (SWMACC) met on June 1, 2015, to consider its budget. The budget for SWMACC was approved as recommended by staff. Spending levels considered necessary by the Budget Committee for the Agency to meet its operations and maintenance, capital, and debt service requirements and to provide reserves amount to \$143,483 for the Surface Water Management Agency of Clackamas County.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the attached Resolution adopting and appropriating the budget and fund for FY 2015-16 for the Surface Water Management Agency of Clackamas County.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Geist", written in a cursive style.

Greg Geist
Director

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

A Resolution of the Clackamas County Board
of Commissioners Adopting a 2015-16 Fiscal
Year Budget and Making Appropriations for the
Period of July 1, 2015 through June 30, 2016

RESOLUTION NO.

WHEREAS, the proposed expenditures and resources constituting the budget for the Surface Water Management Agency of Clackamas County for the period of July 1, 2015 through June 30, 2016, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary were published in The Oregonian on June 12th, 2015; and,

WHEREAS, ORS 294.456 requires districts to make appropriations when adopting the budget,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

The budget is hereby adopted for the fiscal year 2015-2016 in the amount of **\$143,483** and establishes appropriation as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

ADOPTED this 25th day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
Acting as governing body of the Surface Water
Management Agency of Clackamas County

Chair

Recording Secretary

**SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY
FISCAL YEAR 2015-2016 BUDGET
EXHIBIT A**

OPERATING FUND

Materials and Services	\$ 130,439
Special Expenditures	
Contingency	13,044
TOTAL OPERATING FUND EXPENDITURES	<u>\$ 143,483</u>



COPY

Richard Swift,
Interim Director

June 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

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

Purpose/Outcomes	This agreement provides funding to the County for local administration, mental health and addiction services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	This is a revenue agreement with a current value of \$16,344,834.00
Funding Source	Oregon Health Authority – No County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates June 30, 2017
Previous Board Action	The previous 2013-2015 biennial agreement was approved by the Board of County Commissioners on June 20, 2013 agenda item 062013-A4
Contact Person	Jill Archer, Director – Behavioral Health Division – (503)742-5336
Contract No.	7170

BACKGROUND:

The Behavioral Health Division of the Health, Housing and Human Services Department request the approval of an Intergovernmental Agreement with the State of Oregon, Acting by and through its' Oregon Health Authority for the operation of a Community Mental Health Program. This is a continuation of an agreement with the State of Oregon since 1993. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this agreement. Through this agreement the County Behavioral Health Division provides local administration, addictions and mental health services to Clackamas County residents.

This contract is effective July 1, 2015 and continues through June 30, 2017. This contract was reviewed and approved by County Counsel June 8, 2015.

RECOMMENDATION:

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

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

Respectfully submitted,

Richard Swift, Interim Director

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

AGREEMENT # 147783

**2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

This 2015-17 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Clackamas County**, a political subdivision of the State of Oregon ("County").

RECITALS

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

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

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

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

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

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

WHEREAS, within existing resources awarded under this Agreement and pursuant to ORS 430.630(9)(b) through 430.630(9)(h), except for Central Oregon counties which are subject to the Regional Health Improvement Plan (RHIP) as identified in OAR 309-014-0300 through 309-014-0340. Each Local Mental Health Authority that provides Addictions or Mental Health Services or both shall determine the need for local Addictions or Mental Health Services or both and adopt a comprehensive Local Plan for the delivery of Addictions or Mental Health Services or both for children, families, adults and older adults that describes the methods by which the Local Mental Health Authority shall provide those services. The Plan shall be consistent with content and format to that of OHA's Local Plan guidelines located at <http://www.oregon.gov/OHA/amh/contract/Guidelines.pdf>.

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

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective on July 1, 2015. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2017.
- 2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

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

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

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

3. Signatures.

**Clackamas County
By:**

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

Authorized Signature	Designated Procurement Officer	Date
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Approved for Legal Sufficiency:

Assistant Attorney General	Date
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**2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

**EXHIBIT A
DEFINITIONS**

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

1. **“Addiction Service(s)”** means prevention, treatment, maintenance and recovery services for individuals diagnosed with substance use and problem gambling disorders or are at risk of developing those disorders.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
3. **“Addictions and Mental Health” or “AMH”** means a division within the Oregon Health Authority that is responsible for substance abuse and problem gambling prevention and treatment services, children and adult mental health services, maintaining custody of persons committed to the state by courts for care and treatment of mental illness, and managing the state hospital system.
4. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions, and in accordance with Exhibit E, Section 1., “Disbursement and Recovery of Financial Assistance.”
5. **“Allowable Costs”** means the costs described in Circular A-87 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, special conditions identified in the Financial Assistance Award, or otherwise.
6. **“Amending Line”** has the meaning set forth in Exhibit C.
7. **“Client” or “individual”** means, with respect to a particular Service, any individual who is receiving that Service, in whole or in part, with funds provided under this Agreement.
8. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning the delivery of services for persons with mental or emotional disturbances, drug abuse, alcohol abuse and gambling addiction problems in a specific geographic area of the state under an agreement with the Oregon Health Authority or a Local Mental Health Authority .

9. **“Community Outcome Management and Performance Accountability Support System” or “COMPASS”** means the AMH project to implement a new contracts system, roll out an optional low cost electronic health records system (OWITS), and enhance the collection of data through another new system (MOTS).
10. **“Coordinated Care Organizations” or “CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is 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 for each of the organization’s members.
11. **“County Financial Assistance Administrator”** means a County appointed officer to administer this Agreement and amend the Financial Assistance Award on behalf of County, by execution and delivery of amendments to this Agreement in the name of County in hard copy, or electronically.
12. **“DHS”** means the Department of Human Services of the State of Oregon.
13. **“Federal Funds”** means all funds paid to County under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
14. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. Disbursement of funds identified in the FAA is made by OHA using procedures described in Exhibit B-1, “Service Descriptions” for each respective Service.
15. **“Interim Services”** as described in CFR 45 CFR §96.121, means:
 - (a) Services for reducing the adverse health effects of such abuse, for promoting the health of the individual, and for reducing the risk of transmission of disease, including counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - (b) Referral for HIV or TB treatment Services, where necessary; and
 - (c) Referral for prenatal care if appropriate, until the individual is admitted to a Provider’s Services.
 - (d) If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug abusers in need of such treatment to undergo treatment, and shall document such activities.
16. **“Local Mental Health Authority” or “LMHA”** means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a community mental health program;
 - b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or

- c. A regional local mental health authority comprising of two or more boards of county commissioners.
17. **“Local Plan”** or **“Plan”** means a plan adopted by the Local Mental Health Authority directed by and responsive to the behavioral health needs of the community consistent with the requirements identified in ORS 430.630.
 18. **“Medicaid”** means Federal Funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program Funds administered jointly with Title XIX funds as part of state medical assistance programs by OHA.
 19. **“Mental Health Services”** means treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.
 20. **“Misexpenditure”** means money, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that:
 - a. Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon and whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Is identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such money; or
 - c. Is identified by the State of Oregon or OHA as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.
 21. **“Measures and Outcomes Tracking System”** or **“MOTS”** means the AMH data system that stores data submitted by AMH contractors and subcontractors.
 22. **“Overexpenditure”** means money disbursed by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required by this Agreement, as in excess of the amount County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or Exhibit D.
 23. **“Oregon Web Infrastructure for Treatment Services”** or **“OWITS”** means 1) an optional low cost electronic health record system available to Counties and their Providers to submit MOTS data and 2) a system to report alcohol and drug prevention and problem gambling prevention activity.
 24. **“Prevention Plan”** means a plan adopted by the Local Mental Health Authority developed to guide substance abuse and problem gambling prevention efforts consistent with the requirements identified in OAR 415-056.

25. **“Program Area”** means any one of the following: Mental Health Services or Addiction Services.
26. **“Provider”** has the meaning set forth in section 5 of Exhibit E. As used in a Service Description and elsewhere in this Agreement where the context requires, Provider also includes County if County provides the Service directly.
27. **“Provider Contract”** has the meaning set forth in section 5 of Exhibit E.
28. **“Service(s)”** means any one of the following services or group of related services as described in Exhibit B-1, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C of this Agreement. Only Services, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, as amended from time to time, are subject to this Agreement.

Service Name	Service Code
Local Administration – Mental Health Services	MHS 01
Local Administration – Addictions Services	A&D 03
A&D Special Projects	A&D 60
Adult Substance Use Disorder Residential Treatment	A&D 61
Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment	A&D 62
Peer Delivered Services	A&D 63
Community Behavioral and Substance Use Disorder Services	A&D 66
Substance Use Disorder Residential Capacity	A&D 67
Alcohol and Drug Abuse Prevention	A&D 70
Problem Gambling Prevention Services	A&D 80
Problem Gambling Treatment Services	A&D 81
Problem Gambling Residential Services	A&D 82
Non-Residential Mental Health Services For Adults	MHS 20
Child and Adolescent Mental Health Services	MHS 22
Non-Residential Youth and Young Adults Mental Health Services In Transition	MHS 26
Residential Mental Health Treatment Services for Youth and Young Adults In Transition	MHS 27
Residential Treatment Services	MHS 28
Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board – PSRB and JPSRB	MHS 30
Enhanced Care/Enhanced Care Outreach Services	MHS 31
Adult Foster Care Services	MHS 34
Older/Disabled Adult Mental Health Services	MHS 35
Pre-Admission Screening and Resident Review Services	MHS 36
MHS Special Projects	MHS 37

Service Name	Service Code
Projects For Assistance In Transition From Homelessness (PATH) Services	MHS 39

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

<u>Specialized Service Requirement Name</u>	<u>Specialized Service Requirement Code</u>
Secure Residential Treatment Facility	MHS 28A
Relative Foster Care	MHS 34A
Gero-Specialist	MHS 35A
APD Residential	MHS 35B

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

**2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

**EXHIBIT B-1
SERVICE DESCRIPTIONS**

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

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

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

1. Service Description

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

2. Performance Requirements

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

3. Special Reporting Requirements

No special reporting requirements.

4. Financial Assistance Calculation, Disbursement and Agreement Settlement Procedures

- a. **Calculation of Financial Assistance:** The financial assistance awarded for A&D 03 is intended to be general financial assistance to County for local administration for Addiction Services. Accordingly, OHA will not track delivery of A&D 03 Services or service capacity on a per unit basis so long as County utilizes the funds awarded for A&D 03 on administration of an Addictions Services system on behalf of an LMHA. Total OHA financial assistance for A&D 03 Services under a particular line of Exhibit C, “Financial Assistance Award” shall not exceed the total funds awarded for A&D 03 as specified in that line.
- b. **Disbursement of Funds:** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award”, OHA will disburse the financial assistance awarded for A&D 03 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in funds awarded for A&D 03 Services provided under that line of the Financial Assistance Award.

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

Service Name: **A&D SPECIAL PROJECTS**

Service ID Code: **A&D 60**

1. **Service Description**

A&D Special Projects (A&D 60) are alcohol and drug abuse services within the scope of ORS 430.630. Each special project is specifically described in a separate exhibit to this A&D 60 Service Description, which exhibits are incorporated herein by this reference. When Exhibit C, "Financial Assistance Award" contains a line awarding funds for A&D 60 Services that line will contain a special condition specifying what special project exhibit to this A&D 60 Service Description applies to the funds awarded.

2. **Performance Requirements**

See specific special project exhibits, if any, to this A&D 60 Service Description.

3. **Special Reporting Requirements**

See specific special project exhibits, if any, to this A&D 60 Service Description.

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

See specific special project exhibits, if any, to this A&D 60 Service Description.

Even if the Financial Assistance Award awards funds for A&D 60 Services, OHA shall have no obligation to disburse any funds or provide financial assistance through this Agreement for any A&D 60 Services (even if funds therefore are disbursed to County) unless a corresponding special project exhibit describing the project is attached to this Service Description.

**Exhibit A&D 60-Housing Assistance
to A&D 60 Special Projects Service Description**

1. Service Description

Housing Assistance Services (A&D 60-Housing Assistance) are services to assist individuals who are in recovery from substance use disorders, in locating and paying for housing designated as “alcohol and drug free” as defined in ORS 90.243 or approved by the County Alcohol and Drug Abuse Program Manager. Individuals who receive assistance may be living with other family members (e.g. where a parent is re-assuming custody of one or more children).

All individuals receiving A&D 60-Housing Assistance services funded through this Agreement must reside in County, be in recovery from substance use disorders, are homeless or at risk of homelessness, and be participating in a verifiable program of recovery.

2. Performance Requirements

Housing Assistance services include:

- a. Rental assistance in the form of cash payments made on behalf of individuals recovering from substance use disorders to cover all or a portion of the monthly rent and utilities and may include payment of associated move-in costs, such as deposits and fees; and
- b. Housing coordination services to assist individuals recovering from substance use disorders in locating and securing suitable housing, move-in costs, housing repairs, and referrals to other resources. No more than 10% of the total funds awarded under this Exhibit may be used for housing repairs.

Utilization requirements for A&D60-Housing Assistance will be identified in a special condition subject to funds awarded in a particular line in the Financial Assistance Award.

3. Special Reporting Requirements

- a. Quarterly Reports. For each calendar quarter during the period for which financial assistance is awarded through this Agreement for A&D 60-Housing Assistance services, County shall submit electronically to amhcontract.administrator@state.or.us, written quarterly progress reports on the delivery of A&D 60-Housing Assistance services. Quarterly reports must be prepared using forms and procedures prescribed by OHA and include the following information:
 - (1) Individual Data. A rental assistance client list including first and last name of client(s) who received services, client identification (must be the same as the identification used for the client’s entry into MOTs), and amount of rental assistance each client received for each month of the quarter.
 - (2) Summary Reports to include:
 - (a) Housing Coordination Assistance.

- i. Number of clients utilizing housing coordination assistance services;
 - ii. Information on utilization of specific services;
 - iii. Total amount expended for housing coordination assistance services for the quarter; and
 - iv. Of the total amount expended for housing coordination assistance, total amounts expended for housing repairs if any.
- (b) Rental Assistance.
- i. Total number of months of rental assistance provided;
 - ii. Total amount expended for rental assistance for the quarter;
 - iii. Of the total amount expended for rental assistance, total amounts expended for move-in costs if any;
 - iv. Number of unduplicated individuals receiving rental assistance;
 - v. Number of clients leaving the program due to:
 - A. Client termination of tenancy with notice;
 - B. Client vacating unit with no notice; and
 - C. Client evicted.
 - vi. Any information on the reason for clients vacating unit, if known; and
 - vii. Any information on client's destination upon vacating unit, if known.
- (c) Administration. Total amount expended for administration for the quarter.

The Quarterly reporting schedule is as follows:

For A&D 60-Housing services Provided:	Quarterly Reports Due:
July through September	November 15 th
October through December	February 15 th
January through March	May 15 th
April through June	August 15 th

- b. All individuals receiving A&D 60-Housing Assistance services with funds provided under this Agreement must be enrolled and that individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx> and as it may be revised from time to time.

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

- a. **Calculation of Financial Assistance:** OHA will provide financial assistance for A&D 60-Housing Assistance services identified in a particular line of Exhibit C, “Financial Assistance Award”, in an amount equal to the amount of cash assistance actually paid by County on behalf of the individuals for rental assistance, as described above in Section 2.a., plus the costs incurred by County in providing housing coordination services, under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all A&D 60-Housing Assistance services delivered under a particular line of Exhibit C, “Financial Assistance Award” shall not exceed the total funds awarded for A&D 60-Housing Assistance services as specified in that line of the Financial Assistance Award;
- b. **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award”, OHA will disburse the funds awarded for A&D 60-Housing Assistance services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under used allotments identified through data reported in accordance with Section 3., “Special Reporting Requirements” above;
 - (2) OHA may, upon written request of County, adjust monthly allotments;
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 60-Housing Assistance services provided under that line of the Financial Assistance Award;
 - (4) OHA is not obligated to provide financial assistance for any A&D 60-Housing Assistance services that are not properly reported to OHA in accordance with Section 3., “Required Reporting Requirements” above; and
 - (5) OHA will not provide financial assistance, under this Agreement, for more than 24 months of A&D 60-Housing Assistance services for any particular individual unless approved in advance and in writing by OHA.
- c. **Agreement Settlement.** Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for A&D 60-Housing Assistance services and amounts due for such services based on the cash assistance paid on behalf of the individuals for rental assistance and costs incurred by County for housing coordination services provided under that line of the Financial Assistance Award, as properly reported in accordance with Section 3., “Special Reporting Requirements” above.

**EXHIBIT A&D 60-Strategic Prevention Framework Partnership for Success (SPF PFS)
to A&D 60 Special Projects Service Description**

1. Service Description

- a. The Strategic Prevention Framework Partnership for Success (SPF PFS) program is designed to provide an effective, comprehensive prevention framework with a common set of goals to be adopted and integrated at the local level to; prevent the onset and reduce the progression of substance use disorder including childhood and underage drinking, reduce substance abuse-related problems, and build prevention capacity and infrastructure at the local level.

SPF PFS funded programs shall utilize the Department of Health and Human Service's Substance Abuse Mental Health Service Administration's (SAMHSA's) SPF PFS as the model on which to develop long-range strategic plans and annual action plans.
- b. The SPF PFS is a five-step evidence-based process for community planning and decision-making. The five-step model includes, but is not limited to:
 - (1) **Assessment:** Mobilize key stakeholders to collect the needed data to understand substance use disorder consequences, consumption patterns, and contributing factors to those patterns of the specific drug use issues identified.
 - (2) **Capacity:** Mobilize or build capacity with a local coalition to change the conditions and address the specific drug use issues identified.
 - (3) **Planning:** Produce strategic goals, objectives, and performance targets as well as preliminary action plans including a logic model.
 - (4) **Implementation:** Implement the plan with multiple policies, practices, strategies, or interventions based on characteristics, culture, and context of the target population.
 - (5) **Evaluation:** Measure impact of SPF PFS and monitor, sustain, improve, or replace implemented practices, policies or programs based on evaluation findings.
- c. SPF PFS Services shall be implemented through one or more of the SAMHSA Center for Substance Abuse Prevention's (CSAP) six strategies. The six strategies with examples of services are:
 - (1) **Information Dissemination:** media campaigns, speaking engagements;
 - (2) **Prevention Education:** school curricula and parenting education and skill building;
 - (3) **Alcohol, Tobacco & Other Drug (ATOD) free alternatives:** youth leadership and community service projects;
 - (4) **Problem Identification and Referral:** student assistance programs;

- (5) Community Based Processes: interagency collaboration, coalition building, and networking; and
- (6) Environmental or Social Policy: school policies and community laws concerning alcohol, tobacco and other drugs.

2. Performance Requirements

- a. County, in providing A&D 60-SPF PFS special project services, shall comply with OAR 415-056-0030 through 415-056-0050, and must have a current letter of approval issued by OHA.

County shall implement its A&D 60-SPF PFS special project funded through this Agreement in accordance with the SPF PFS framework as described in Section 1. "Service Description" above, culminating with a Strategic Prevention Framework plan, (SPF plan), which is subject to OHA approval, within the first six months of funded Services. OHA financial assistance provided to County in the subsequent biennium for A&D 60-SPF PFS special project services will, in part, depend upon the County's achievement of the goals and outcomes set forth in its SPF plan. In the event of a conflict or inconsistency between the provisions of the SPF plan and the provisions of this Service Description, the provisions of this Service Description shall control.

- b. County's performance shall include the following:

- (1) Assessment:

- (a) Additional needs assessment by data collection measuring the intervening variables for problem behavior through completion of a logic model. Data is expected to be as localized as possible.
- (b) Complete other assessment tools as directed to include Tri-Ethnic Community Readiness Assessment and cross-site evaluation instruments (e.g. GLI, CLI and PLI).

- (2) Capacity:

- (a) One FTE for Local Project Coordinator or staff equivalent. If staff equivalent, must be demonstrated in budget and approved by OHA.
- (b) County must either have in place or form a coalition with required sectors as defined by prevention best practices. The coalition must demonstrate the following: mission statement, bylaws (including cultural competency statement and policy), officers, records of meeting notes or minutes, meeting schedule, coalition or board development or training plan, etc.

- (3) Planning:

- (a) County shall complete a comprehensive SPF plan based on priorities identified by OHA. The SPF plan must:

- i. Include appropriate strategies, policies, and practices to address the priority area. All chosen strategies, policies, and practices must meet the 75% threshold of being evidence based as defined in ORS 182.515;
 - ii. Address all five steps of the SPF PFS process with inclusion of sustainability and cultural competency.
 - iii. Include logic models addressing root causes or intervening variables from County's community to ensure that County will be able to guarantee the right fit of the practices, policies or programs selected for implementation to make countywide changes in the priority area.
 - iv. Detailed timelines, goals and objectives, challenges and barriers must also be addressed in the SPF plan.
 - (b) The SPF plan must be approved by OHA. County shall update or revise its SPF plan as requested or required by OHA.
- (4) Implementation:
- (a) The SPF plan must ensure that the appropriate strategies, policies, and practices are implemented to address the priority area.
 - (b) Training will be provided by OHA to ensure that the County has the capacity to deliver and replicate the programs, policies, and practices in order to reach the desired change.
- (5) Evaluation:
- (a) County shall make best efforts to have a written commitment from all of the County's schools to implement the Student Wellness Survey.
 - (b) County shall participate in site visits, state trainings, meetings as requested or required by OHA.
- (6) Tribal Project-Related Considerations:
- Tribe shall carefully consider the following activities and strategies as Tribe implements its SPF plan:
- (a) Using a comprehensive, community-based process that is culturally appropriate and actively engages a wide range of community members, key stakeholders, youth, family members, elders, spiritual advisors, and tribal leaders in all aspects of Tribe's SPF plan, including assessment, planning, capacity building, implementation, and evaluation tasks;
 - (b) Conducting network development and collaboration activities, including ongoing training for child and youth service providers, paraprofessionals and other informal support providers such as

traditional healers, community natural helpers, youth peer leaders, and family members;

- (c) Using a community-based participatory research approach;
- (d) Applying local traditional healing or helping practices (practice-based evidence) in supporting children, youth and families, as they may apply to Tribe’s SPF plan;
- (e) Emphasizing the concept of “wellness” as Tribe works through each phase of its SPF plan. “Wellness” may be broadly defined as being in balance and taking care of physical, emotional, mental, and spiritual needs of individuals and families. Achieving “wellness” includes developing and integrating programs, supports and systems (both formal and informal) that promote positive mental health, prevent substance use and abuse, improve physical health, strengthen spiritual and cultural connections, and address environmental and social factors; and
- (f) Exploring how key aspects of Tribe’s SPF plan will also serve to support elements of its Biennial Prevention Plan.

3. Special Reporting Requirements

- a. County shall participate in the federally required cross-site evaluation performance data including the Community Level Instrument (CLI) and the Program Level Instrument (PLI) using the SAMHSA’s Management Reporting Tool PEP-C Management Reporting Tool found at <https://pep-c.rti.org>.
- b. For each calendar quarter during the period for which financial assistance is awarded under this Agreement for A&D 60-SPF PFS special project services, County shall submit written quarterly reports on the progress of A&D 60-SPF PFS special project activities. Quarterly reports must be prepared using forms and procedures prescribed by OHA and be electronically submitted to amhcontract.administrator@state.or.us.

The Quarterly reporting schedule is as follows:

For A&D 60-SPF PFS Services Provided:	Quarterly Reports Due:
July through September	November 15 th
October through December	February 15 th
January through March	May 15 th
April through June	August 15 th

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

- a. Calculation of Financial Assistance: The funds awarded for this special project are intended to be general financial assistance to County for A&D 60-SPF PFS special project with funds provided through this Agreement. Accordingly, OHA

will not track delivery of A&D 60-SPF PFS special project services on a per unit basis, so long as County delivers A&D 60-SPF PFS special project services as part of its CMHP. The total OHA financial assistance for all A&D 60-SPF PFS special project services delivered under a particular line of Exhibit C, "Financial Assistance Award", shall not exceed the total funds awarded for A&D 60-SPF PFS special project services as specified in that line of the Financial Assistance Award.

- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 60-SPF PFS special project services provided under a particular line of the Financial Assistance Award to County as set forth in the Special Condition in that line of the Financial Assistance Award, subject to the following:
- (1) OHA may, upon written request of County, adjust allotments;
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust allotments as necessary, to reflect changes in the funds awarded for A&D 60-SPF PFS special project services provided under that line of the Financial Assistance Award; and
 - (3) OHA may, after notice to County, suspend allotments pending receipt of complete and accurate CLI and PLI data and required reports in accordance with Section 3., "Special Reporting Requirements" above.
- c. Agreement Settlement. Agreement Settlement will be used to confirm the inclusion of A&D 60-SPF PFS special project services as part of County's CMHP, based on data properly reported to OHA in accordance with Section 3., "Special Reporting Requirements" above.

**Exhibit A&D 60-Start-Up
to A&D 60 Service Description
A&D Special Project**

1. Service Description

The funds awarded for this special project A&D 60- Start-Up must be used for Start-Up activities as described in a special condition in Exhibit C, “Financial Assistance Award”. For purposes of this special project description, Start-Up activities are activities necessary to prepare for new or revised implementation of alcohol and drug abuse, and problem gambling Services.

2. Performance Requirements

The funds awarded for A&D 60-Start-Up may be expended only in accordance with Exhibit J, “Start-Up Procedures.”

3. Special Reporting Requirements

Using the OHA prescribed “Startup Request & Expenditure Form”, County shall prepare and submit electronically to amhcontract.administrator@state.or.us, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, “Financial Assistance Award”.

Using the same form and same e-mail address, County shall report to OHA actual expenditure of the funds awarded for A&D 60-Start-Up.

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

- a. Calculation of Financial Assistance: OHA will provide financial assistance for A&D 60-Start-Up identified in a particular line of Exhibit C, “Financial Assistance Award”, from funds identified in that line in an amount equal to the amount requested on the Start-Up Request & Expenditure Form submitted by County, subject to the requirements of Exhibit J, “Star-Up Procedures”. The total OHA financial assistance for all A&D 60-Start-Up activities described herein under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 60-Start-Up as specified in that line of the Financial Assistance Award.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award”, OHA will disburse the funds awarded for A&D 60-Start-Up in a particular line of the Financial Assistance Award after OHA’s receipt, review, and approval of

County's properly completed "Start-Up Request & Expenditure Form" in accordance with Section 3., "Special Reporting Requirements" above and Exhibit J, "Start-Up Procedures", subject to the following:

- (1) OHA is not obligated to disburse any A&D 60-Start-Up expenditures that are not properly reported in accordance with Section 3., "Special Reporting Requirements" and as described in Exhibit J, "Start-Up Procedures" by the date 60 days after the earlier of the expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for A&D 60 Services, or termination of County's obligation to include the Program Area in which A&D 60 Services fall in its CMHP.
- c. Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded A&D 60-Start-Up and amounts due for A&D 60-Start-Up based on actual allowable expenditures incurred in accordance with this A&D 60-Start-Up Exhibit and Exhibit J, "Start-Up Procedures."

Service Name: **ADULT SUBSTANCE USE DISORDER RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **A&D 61**

1 Service Description

Adult Substance Use Disorder Residential Treatment Services (A&D 61) are Services delivered to individuals 18 years of age or older who are unable to live independently in the community, cannot maintain even a short period of abstinence from substance abuse, are in need of 24-hour supervision, treatment and care, and meet the treatment placement criteria indicated in the American Society of Addiction Medicine (ASAM) Level 3.1 – 3.7.

The purpose of A&D 61 Services is to support, stabilize and rehabilitate individuals and to permit them to return to independent community living. A&D 61 Services provide a structured environment for an individual on a 24-hour basis consistent with Level 3.1 – 3.7 treatment including entry, assessment, placement, service plan, service note, service record, transfer and continuity of care, co-occurring mental health and substance use disorders (COD), residential substance use disorders treatment and recovery services, and residential women’s substance use disorders treatment and recovery programs as set forth in OAR 309-018-0135 through 309-018-0160 and 309-018-0170 through 309-018-0180, as such rules may be revised from time to time, as appropriate to the individual's needs and include structured counseling, educational services, recreation services, self-help group participation services, and planning for self-directed recovery management to support the gains made during treatment. A&D 61 Services address the needs of diverse population groups within the community, with special emphasis on ethnic minorities.

Providers shall have written admission policies and procedures in place for individuals who appropriately use prescribed medications to treat addiction. Written policies and procedures must include referrals to alternate treatment resources for those not admitted to the program.

A&D 61 Services provided under this Agreement must be provided only to individuals who are not eligible for Medicaid, who demonstrate a need for financial assistance based on an income below 200% of the current federal poverty level, and obtain inadequate healthcare coverage, including, but not limited to, healthcare coverage that does not cover all of the services described herein or are limited to a limited number of days.

2. Performance Requirements

- a. Providers of A&D 61 Services funded through this Agreement must comply with OAR 309-018-0135 through 309-018-0180; as such rules may be revised from time to time. Providers of A&D 61 Services funded through this Agreement must

also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090.

- b. Subject to the preference for pregnant women and intravenous drug users described in Exhibit G, “Required Federal Terms and Conditions”, County and Providers of A&D 61 Services funded through this Agreement shall give priority access to such Services first to individuals referred by the Department of Human Services and then to individuals referred by Drug Treatment Courts from within the region as such region is designated by OHA after consultation with County. For purposes of this Service Description, “Drug Treatment Court” means any court given the responsibility pursuant to ORS 3.450 to handle cases involving substance-abusing offenders through comprehensive supervision, drug testing, treatment services and immediate sanctions and incentives. A&D 61 Services funded through this Agreement may be delivered to individuals referred from any county within the State of Oregon and contiguous areas and no priority or preference shall be given to individuals referred from any particular county, provider or other entity.

- c. Providers of A&D 61 Services funded through this Agreement shall be a culturally competent program able to meet the cultural and linguistic needs of the individual and shall also be a co-occurring competent program capable of delivering adequate and appropriate Services. Delivery of such Services must include, but is not limited to the following tasks, all of which must be documented in the individual’s clinical record:
 - (1) Address co-occurring disorders in program policies and procedures, client assessment, treatment and planning, program content, and transition or discharge planning;
 - (2) Address the interaction of the substance-related and mental health disorders in assessing each individual’s history of psychological trauma, readiness to change, relapse risk, and recovery environment;
 - (3) Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on site or through coordinated consultation off site;
 - (4) Involve the family or significant others of the individual in the treatment process;
 - (5) Obtain clinically appropriate family or significant other involvement and participation in all phases of assessment, treatment planning, and treatment;
 - (6) Use treatment methods appropriate for individuals with significant emotional disorders that are based on sound clinical theory and professional standards of care; and
 - (7) Plan the transition from residential to community-based Services and supports that are most likely to lead to successful clinical outcomes for

each individual. This includes scheduling a face-to-face meeting between the individual and the community-based outpatient provider within seven days of discharge from the residential program.

- d. Quality of Services provided under this Agreement will be measured in accordance with the following criteria:
- (1) **Engagement:** Engagement will be measured by reviewing the number of MOTS enrolled individuals in treatment; and
 - (2) **Improvement in Life Circumstances:** Improvement in life circumstances will be measured by the number of individuals participating in court programs (if applicable), enrolled in school or obtaining a GED, obtaining employment, returned to the community, and obtaining secured housing accommodations.

3. Special Reporting Requirements

All individuals receiving A&D 61 Services with funds provided under this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/pages/resource.aspx>, as it may be revised from time to time.

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

- a. **Calculation of Financial Assistance:** OHA will provide financial assistance for A&D 61 Services identified in a particular line of Exhibit C, "Financial Assistance Award", from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of A&D 61 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for A&D 61 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for A&D 61 Services as specified in that line of the Financial Assistance Award. At no time will OHA pay higher than the Medicaid rate for adult residential treatment services.
- b. **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 61 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with Section 3., "Special Reporting Requirements" above;
- (2) OHA may, upon written request of County, adjust monthly allotments;
- (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 61 Services provided under that line of the Financial Assistance Award; and
- (4) OHA is not obligated to provide financial assistance for any A&D 61 Services that are not properly reported in accordance with section 3., "Special Reporting Requirements" above by the date 60 days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for A&D 61 Services, or termination of County's obligation to include the Program Area in which A&D 61 Services fall in its Community Mental Health Program (CMHP).

- c. Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for A&D 61 Services and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the actual amount of individuals served under that line of the Financial Assistance Award during the effective period of this Agreement, as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

Service Name: **SUPPORTED CAPACITY FOR DEPENDENT CHILDREN WHOSE PARENTS ARE IN ADULT SUBSTANCE USE DISORDER RESIDENTIAL TREATMENT**

Service ID Code: **A&D 62**

1. Service Description

Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment (A&D 62) is housing services (room and board) delivered to individuals who are dependent children age 18 and younger of parent(s) who reside in substance use disorder residential treatment facilities so the child(ren) may reside with their parent in the same substance use disorder residential treatment facility. The parent who is participating in residential treatment may or may not be a custodial parent during part or all of the treatment episode. The Department of Human Services, Child Welfare, may have legal custody of the child(ren) but grant formal permission for the child(ren) to be placed with the parent during treatment and to reside in one of the dependent room and board placements.

2. Performance Requirements

Providers of A&D 62 Services funded through this Agreement must comply with OAR 309-018-0135 through 309-018-0180; as such rules may be revised from time to time. Providers of A&D 62 Services funded through this Agreement must also have a current license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090, as such rules may be revised from time to time, and participate in outcome studies conducted by OHA.

3. Special Reporting Requirements

All individuals receiving A&D 62 Services with funds provided under this Agreement must be enrolled and that client's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, as it may be revised from time to time.

4. Financial Assistance Calculation and Disbursement Procedures

- a. Calculation of Financial Assistance: The funds awarded for A&D 62 Services are intended to be general financial assistance to the County for A&D 62 Services with funds provided under this Agreement. Accordingly, OHA will not track delivery of A&D 62 Services on a per unit basis, so long as the County offers and delivers A&D 62 Services as part of its CMHP. Total OHA payment for all A&D 62 Services delivered under a particular line of Exhibit C, "Financial Assistance

Award” shall not exceed the total funds awarded for A&D 62 Services as specified in that line of the Financial Assistance Award.

- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of the Financial Assistance Award, OHA will disburse the financial assistance awarded for A&D 62 Services in a particular line of Exhibit C, “Financial Assistance Award”, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments; and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 62 Services on that line of the Financial Assistance Award.
- c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of A&D 62 Services by County as part of its CMHP based on the delivery of A&D 62 Services as properly reported in accordance with section 3., “Special Reporting Requirements” above.

Service Name: **Peer Delivered Services**

Service ID Code: **A&D 63**

1. **Service Description**

For the purpose of A&D 63, Recovery Center, Facilitating Center, Peer Delivered Services, and Peer Support Specialist have the following meanings:

Recovery Centers are comprised of and led by people in recovery from Substance Use Disorders, as defined in OAR 309-019-0105(97). The centers maintain a structured daily schedule of activities where peer support services may be delivered. These centers serve as recovery resources for the local community.

Facilitating Centers serve as “mentor sites” providing ongoing technical assistance and training for the Recovery Centers. Facilitating Centers provide structure and support for developing and sustaining Recovery Centers. People in recovery will be involved in every aspect of program design and implementation. Facilitating Centers must use curricula approved by OHA.

Peer Delivered Services means an array of agency or community-based services and supports provided by peers and Peer Support Specialists, to individuals or family members with similar lived experience, that are designed to support the needs of individuals and families as applicable as they progress through various stages in their recovery from Substance Use Disorders. Peer Delivered Services include, but are not limited to:

Emotional support. Emotional support refers to demonstrations of empathy, caring, and concern that enhance self-esteem and confidence. Peer mentoring, peer coaching, and peer-led support groups are examples of peer-to-peer recovery services that provide emotional support.

Informational support. Informational support refers to sharing knowledge, information and skills. Peer led life skills training, job skills training, educational assistance, and health and wellness information are examples of informational support.

Instrumental support. Instrumental support services include modeling and peer-assisted daily-life tasks that people with serious addiction histories in early recovery are often incapable of doing on their own having never attained these skills. Examples include navigating transportation to support groups, accessing quality child care, completing job applications, locating safe alcohol and drug free housing, obtaining vocational, educational, and self-sufficiency supports, and navigating social service programs. Affiliation support helps people in recovery establish positive connections with others in recovery. This support helps people in early recovery establish a positive peer culture that prevents re-affiliation with negative peer cultures such as former associates who are not in recovery and people who are actively engaged in criminal behavior.

Family support. Family support includes educational, informational and affiliation services for family members with relatives (as identified by the family) who are in recovery from Substance Use Disorders. These services are designed to help families develop and maintain positive relationships, improve family functioning, increase understanding of recovery processes and build connections among family members for mutual support.

Peer Support Specialists are individuals as defined in OAR 309-019-0105(70); as such rules may be revised from time to time. Peer Support Specialists are compensated for delivering Peer Delivered Services. Peer Support Specialists must comply with all training requirements in accordance with OAR 410-180-0300 through 410-180-0380.

Target Population: Individuals with Substance Use Disorders and who are seeking recovery are the target population (Target Population).

2. Performance Requirements and Quality Measures

County shall use the funds awarded through this Agreement to provide Peer Delivered Services in a manner that benefits the Target Population. The Peer Delivered Services must be delivered at Recovery Centers or in communities by Peer Support Specialists.

To the satisfaction of OHA, County shall ensure that Peer Delivered Services:

- a. Are clearly defined in ways that differentiate them from professional treatment services and from sponsorship in 12-Step or other mutual-aid groups.
- b. Are authentically peer based (participatory, peer led and peer driven) in design and operation.
- c. Are authentically engaging and retaining a pool of peer leaders who reflect the diversity of the community and of people seeking recovery support.
- d. Have an intentional focus on leadership development.
- e. Operate within an ethical framework that reflects peer and recovery values.
- f. Incorporate principles of self-care, which are modeled by staff and peer leaders, and have a well-considered process for handling relapses.
- g. Are non-stigmatizing, non-discriminating and strengths-based.
- h. Honors the cultural practices of all participants and incorporates cultural strengths into the recovery process.
- i. Have well established mutually supportive relationships with key stakeholders.
- j. Have a plan to sustain itself.
- k. Have well documented governance, fiscal, and risk management practices to support its efforts.
- l. Are based on identified community and individual strengths and needs including cultural and population characteristics.

- m. Are culturally responsive and geographically accessible.
- n. Are delivered by Peer Support Specialists who maintain policies and procedures that facilitate and document accessibility to a full range of services.

The quality of the Peer Delivered Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth herein. These criteria are applied on a county-wide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded for Peer Delivered Services under this Agreement. Providers employing Peer Support Specialists must develop and implement quality assurance or quality improvement processes to improve, progressively as measured by the criteria set forth herein, the quality of Peer Delivered Services supported by funds provided through this Agreement. AMH may recommend additional actions to improve quality.

3. Special Reporting Requirements

Within 30 days of the County providing A&D 63 Services, County shall provide an entry baseline assessment report in a form satisfactory to OHA.

Within 30 days after the end of each quarter, County shall submit to OHA a report that includes:

- a. The amount of funds spent as of the end of the reporting period;
- b. Number of people served by Peer Support Specialist(s) categorized by age, gender and ethnicity;
- c. Breakdown of Service received;
- d. Number of people who acquired a safe, permanent, alcohol and drug free place to live in the community during Service participation;
- e. Number of people who gained employment or engaged in productive educational or vocational activities during Service participation;
- f. Number of people who remained crime-free during Service participation; and
- g. Number of people served who are being retained from the previous quarter.

Quarterly reporting schedule is as follows:

For A&D 63 Services Provided:	Quarterly Report Due:
July through September	November 15 th
October through December	February 15 th
January through March	May 15 th
April through June	August 15 th

County shall submit reports electronically to amhcontract.administrator@state.or.us.

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

- a. **Calculation of Financial Assistance:** The funds awarded for A&D 63 Services are intended to be general financial assistance to the County for A&D 63 Services. Accordingly, OHA will not track delivery of A&D 63 Services or service capacity on a per unit basis except as necessary to verify the performance requirements set forth above have been met. The total OHA financial assistance for all A&D 63 Services delivered under a particular line of Exhibit C, “Financial Assistance Award” shall not exceed the total funds awarded for A&D 63 Services as specified in that line of the Financial Assistance Award.

- b. **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award”, OHA will disburse the funds awarded for A&D 63 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 1. OHA may, upon written request of County, adjust monthly allotments; and
 2. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 63 Services provided under that line of the Financial Assistance Award.

- c. **Agreement Settlement:** Agreement Settlement will be used to confirm the offer and delivery of A&D 63 Services by County and determine satisfaction of the minimum performance requirements and quality measures, based on data properly reported in accordance with Section 3., “Special Reporting Requirements” above.

Service Name: **COMMUNITY BEHAVIORAL AND SUBSTANCE USE DISORDER SERVICES**

Service ID Code: **A&D 66**

1. Service Description

- a. Community Behavioral and Substance Use Disorder Services (A&D 66) are Services delivered to youth and adults with substance use disorders or to youth and adults with co-occurring substance use and mental health disorders. These Services shall be provided to individuals who are not eligible for the Oregon Health Plan or otherwise do not have a benefit that covers Services described in this Service Description.

The purpose of A&D 66 Services is to build upon resilience, assisting individuals to make healthier lifestyle choices and to promote recovery from substance use disorders. A&D 66 Services consist of outreach (case finding), early identification and screening, assessment and diagnosis, initiation and engagement, therapeutic interventions, continuity of care, recovery management, and Interim Services.

- b. It is required that pregnant women receive Interim Services within 48 hours after being placed on a waitlist. At a minimum, 45 CFR §96.121 require that Interim Services include the following:

- (1) Counseling and education about HIV and tuberculosis (TB);
- (2) Risks of sharing needles;
- (3) Risks of transmission to sexual partners and infants;
- (4) Steps to ensure that HIV and TB transmission does not occur;
- (5) Referral for HIV or TB treatment services, if necessary;
- (6) Counseling on the effects of alcohol and drug use on the fetus; and
- (7) A referral for prenatal care.

- c. A&D 66 Services must be evidence based or promising practices. County shall provide the following Services subject to availability of funds. Services may be reduced commensurate with reductions in funding by OHA:

- (1) Outreach (case finding), early identification and screening, assessment and diagnosis:

- (a) Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate services.

- (b) Early Identification and Screening: Conduct periodic and systematic methods that identify individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the Local Plan or Regional Health Improvement Plan (RHIP) as applicable.
 - (c) Assessment and Diagnosis: Perform multidimensional biopsychosocial assessments as appropriate based on OAR 309-018-0140 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions. Identify individuals who need intensive care coordination. Use the following standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture and language:
 - i. American Society of Addiction Medicine (ASAM) for individuals receiving substance use disorder services.
 - ii. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services, and Intensive Community Services. “Intensive Community Services” are defined as assertive community treatment, intensive case management, and supported or supportive housing.
 - iii. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument (ECSII) for children receiving services with Intensive Community-based Treatment and Support Services or Intensive Treatment Services as defined in OAR 309-022-0105(43) and 309-022-0105(44).
- (2) Initiation and Engagement. Promote initiation and engagement of individuals receiving services and supports which may include but are not limited to:
- (a) Brief motivational counseling;
 - (b) Supportive services to facilitate participation in ongoing treatment; and
 - (c) Withdrawal management for substance use disorders, supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal, following assessment.
- (3) Therapeutic Interventions:
- (a) General Community Based Services which may include:

- i. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the individual;
- ii. General outpatient services;
- iii. Medication Management for:
 - (A) Mental Health disorders (when providing services for individuals with co-occurring mental and substance use disorders).
 - (B) Substance Use disorders:
 - (i) Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to Services for individuals using medications to treat and manage addictions.
 - (ii) Pharmacotherapy, if prescribed, should be provided in addition to and directly linked with psychosocial treatment and support.
- iv. Detoxification for individuals with substance use disorders under OAR 415-012-0000 through 415-012-0090 and 415-050-0000 through 415-050-0095. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process.
- v. Meaningful individual and family involvement; and
- vi. Services provided by peers. The County is encouraged to make available services and supports delivered by peers. If the County lacks these services and supports, the County is encouraged to develop a plan to expand the array of services and supports provided by peers in a manner that is consistent with their Local Plan, or Regional Health Improvement Plan (RHIP) as applicable, and in consultation with AMH.

(4) Continuity of Care and Recovery Management:

- (a) Continuity of Care Services includes:

- i. Coordinate and facilitate access to appropriate housing services and community supports in the individual's community of choice.
- ii. Facilitate access to appropriate levels of care and coordinate management of services and supports based on an individual's needs in their community of choice.
- iii. Facilitate access to services and supports provided in the community and individual's home designed to assist children and adults with substance use disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed.
- iv. Coordinate with other agencies to provide intensive care coordination sufficient to help individuals prevent placement in a more restrictive level of care and to be successfully served in their community of choice.

(b) Recovery Management Services includes:

- i. Peer recovery support services.
- ii. Continuous case management.
- iii. Monitoring of conditions and ongoing recovery and stabilization.
- iv. Individual and family engagement.
- v. Transition planning that addresses the individual's needs and goals.

2. Performance Standards and Quality Measures

- a. A Provider delivering Services with funds provided through this Agreement may not use funds to deliver covered Services to any individual enrolled in the Oregon Health Plan.
- b. The quality of Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. These criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded through this Agreement. County shall develop and implement quality assurance and quality improvement processes to improve, progressively as measured by the criteria set forth below, the quality of Services supported with funds provided through this Agreement. OHA may assign performance payments to some or all of these standards and measures. OHA may recommend additional actions to improve quality.

- (1) **Access:** Access is measured by OHA as the percentage of residents estimated by OHA surveys to need treatment who are enrolled in A&D 66 Services.
- (2) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of individuals served within 14 calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 days.
- (3) **Utilization:** Utilization requirements for individuals receiving continuum of care services (non-detox) will be identified in a special condition subject to a particular line in Exhibit C., "Financial Assistance Award".
- (4) **Engagement:** Engagement is measured by OHA as the percentage of individuals receiving A&D 66 Services under this Agreement who enter treatment following positive assessment.
- (5) **Treatment Service Retention:** Treatment service retention is measured by OHA as the percentage of individuals receiving A&D 66 Services under this Agreement who are actively engaged in treatment for 90 consecutive days or more.
- (6) **Reduced Use:** Reduced use is measured by OHA as the percentage of individuals engaged in and receiving A&D 66 Services under this Agreement who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system upon planned interruption in services or 90 day retention, whichever comes first.
- (7) **Completion:** Completion is measured as the percentage of individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are not abusing alcohol or other drugs at the time Services are terminated. Providers of A&D 66 Services funded through this Agreement must participate in client outcome studies conducted by OHA.
- (8) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of individuals with a follow-up visit completed within seven calendar days after: (1) hospitalization for mental illness; or (2) any facility-based service defined as residential.
- (9) **Hospital and Facility-Based Readmission rates:** Hospital and facility-based readmission rates are measured by the number of individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges.

- (10) **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Services' Child Welfare Programs involvement.

- (11) **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** Four functional outcome measures will be monitored by OHA and reported to the County as follows:
 - (a) **Housing Status:** If improved housing status is a goal of treatment or a person is homeless, or in a licensed care facility, this measure will be monitored. This measure is defined as the number of individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of individuals with a goal to improve housing.
 - (b) **Employment Status:** If employment is a goal of treatment, this measure will be monitored. This measure is defined as the number of individuals who become employed as indicated by a change in employment status against the number of individuals with a goal of becoming employed.
 - (c) **School Performance:** If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of individuals who improve attendance in school while in active treatment against the total number of individuals with a goal of improved attendance in school.
 - (d) **Criminal Justice Involvement:** This measure will be monitored by OHA for individuals referred for Services by the justice system. The measure is defined as the number of individuals who were not arrested after one day or more of active treatment or two consecutive quarters (whichever comes first) against the total number of individuals referred for Services by the justice system.

3. Special Reporting Requirements

All individuals receiving Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx> as it may be revised from time to time.

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

- a. **Calculation of Financial Assistance:** The funds awarded for A&D 66 Services are intended to be general financial assistance to the County for A&D 66 Services with funds provided through this Agreement. The total OHA financial assistance for all A&D 66 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for A&D 66 Services as specified in that line of the Financial Assistance Award.
- b. **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 66 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS or through other reports required by this Service Description or Special Terms and Conditions;
 - (2) OHA may, upon written request of County, adjust monthly allotments; and
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 66 Services provided under that line of the Financial Assistance Award.
- c. **Agreement Settlement:** Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for A&D 66 Services and amounts due for such Services based on biennial utilization requirements as specified in the special condition identified in that line of the Financial Assistance Award and the actual amount of individuals served under that line of the Financial Assistance Award during the effective period of this Agreement, as properly reported in accordance with section 3., "Special Reporting Requirements" above.

Service Name: **SUBSTANCE USE DISORDER RESIDENTIAL CAPACITY**

Service ID Code: **A&D 67**

1. Service Description

Substance Use Disorder (SUD) Residential Capacity (A&D 67) is for housing services for indigent, underfunded, or Medicaid-eligible individuals who are enrolled in SUD adult or youth residential services. A&D 67 Services provide a structured environment for an individual on a 24-hour basis consistent with Level II and Level III of the American Society of Addiction Medicine (ASAM) patient placement criteria and transfer and continuity of care set forth in OAR 309-018-0135 through 309-018-0155 and 309-019-0135 through 309-019-0140, as such rules may be revised from time to time, are appropriate to the individual's needs and include housing and food services.

2. Performance Requirements

Providers of A&D 67 Services funded through this Agreement must comply with OAR 309-018-0100 through 309-018-0215 and OAR 309-019-0100 through 309-019-0220; as such rules may be revised from time to time. Providers of A&D 67 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090 and must participate in client outcome studies conducted by OHA.

3. Special Reporting Requirements

All individuals receiving Services with funds provided under this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, as it may be revised from time to time.

Providers of A&D 67 Services funded through this Agreement shall report utilization of supported capacity utilizing Healthcare Common Procedure Coding System (HCPCS) encounter code A0740 (room and board) which is a per diem service code, and is required to be reported on each day A&D 67 Services were provided to individuals receiving SUD adult or youth residential services.

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

- a. Calculation of Financial Assistance: The funds awarded for A&D 67 Services are intended to be general financial assistance to the County for A&D 67 Services for individuals receiving alcohol and drug adult or youth residential services. Accordingly, OHA will not track delivery of A&D 67 Services on a per unit basis, so long as the County offers and delivers A&D Services under this Agreement.

The total OHA financial assistance for all A&D 67 Services delivered under a particular line of Exhibit C, "Financial Assistance Award", shall not exceed the total funds awarded for A&D 67 Services as specified in that line of the Financial Assistance Award.

- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 67 Services provided under a particular line of the Financial Assistance Award to County as set forth in the special condition in that line subject to the following:
 - (1) OHA may, upon written request of County, adjust allotments; and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust allotments as necessary, to reflect changes in the funds awarded for A&D 67 Services provided under that line of the Financial Assistance Award.
- c. Agreement Settlement. Agreement Settlement will be used to confirm the offer and delivery of A&D 67 Services by County based on the delivery of A&D 67 Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

Service Name: **PREVENTION SERVICES**

Service ID Code: **A&D 70**

1. Service Description

Prevention Services (A&D 70) are integrated strategies designed to prevent substance abuse and associated effects, regardless of the age of participants. They are designed to reduce risk factors and increase protective factors associated with substance abuse. A&D 70 Services fall within one of the four prevention categories of the Institute of Medicine (IOM) Continuum of Care. The IOM prevention categories include promotion, universal, selective, and indicated prevention. Promotion and universal prevention addresses the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs. Selective prevention targets subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment. Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.

A&D 70 Services are implemented through one or more of the Center for Substance Abuse Prevention's (CSAP) six strategies. Examples of services in each strategy include:

- a. Information Dissemination - media campaigns;
- b. Prevention Education - school curricula and parenting education and skill building;
- c. Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives - youth leadership and community service projects;
- d. Community Based Processes - community coalitions (e.g., Communities That Care);
- e. Environmental/Social Policy - school policies and community laws concerning alcohol, tobacco and other drugs; and
- f. Problem Identification and Referral - student assistance programs.

2. Performance Requirements

Prevention Providers, as defined in OAR 415-056-0035, providing A&D 70 Services must comply with OAR 415-056-0030 through 415-056-0050, and must have a current Letter of Approval (LOA) issued by OHA's Addictions and Mental Health Division. County shall submit electronically to AMH at amhcontract.administrator@state.or.us, for approval, a Biennial Prevention Plan (the "Prevention Plan") which details services to be provided. Services must align with the OHA Behavioral Health Strategic Plan by including as many of the CSAP Prevention Strategies as possible (Prevention Education, Information Dissemination, Community Based Processes, Problem Identification and Referral, Alternative Activities and Environmental Strategies). Strategies must focus on

the overall goal of reducing the use of alcohol, tobacco and other drugs. The OHA Behavioral Health Strategic Plan can be found at <http://www.oregon.gov/oha/amh/Pages/index.aspx>.

The Prevention Plan must incorporate the Strategic Prevention Framework (SPF), which provides an effective, comprehensive prevention process and a common set of goals to be adopted and integrated at all levels. This process is built upon state and local data assessment, building capacity, development of a comprehensive strategic plan, implementation of evidence-based strategies, and evaluation of work.

The major focus of the Prevention Plan should be on change for entire populations, or collections of individuals who have one or more personal or environmental characteristics in common. Population-based public health considers an entire range of factors that determine health. The Prevention Plan must infuse data in decisions made across all steps. Deliberate processes to collect, analyze, interpret and apply lessons from data will help drive state prevention efforts.

The financial assistance awarded to County in the subsequent biennium for A&D 70 Services, will in part depend upon achievement of the goals and outcomes set forth in the Prevention Plan. In the event of a conflict or inconsistency between the provisions of the Prevention Plan and provisions of this Service Description, the provisions of this Service Description shall control.

3. Special Reporting Requirements

- a. Oregon Prevention Data System (OPDS). All A&D 70 Services provided under this Agreement must be reported electronically by the County to OHA on a monthly basis at <https://or.witsweb.org/> using the OPDS User Manual located at <http://www.oregon.gov/oha/amh/Pages/prevention.aspx>. Electronic data submission into the OPDS system is due by the 15th of each month with respect to A&D70 Services provided in the prior month.
- b. County shall submit written annual reports to OHA using forms and procedures prescribed by OHA describing the results of A&D 70 Services in achieving the goals outcomes set forth in the Prevention Plan. The report must also document prevention strategies as they relate to decreasing risk factors and increasing protective factors as well as local efforts to implement evidence-based prevention strategies. Annual reports are due within 45 days following the end of the state fiscal year, and sent electronically to amhcontract.administrator@state.or.us.

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

- a. Calculation of Financial Assistance: The funds awarded for A&D 70 Services are intended to be general financial assistance to the County for A&D 70 Services

with funds provided through this Agreement. Accordingly, OHA will not track delivery of A&D 70 Services on a per unit basis so long as the County offers and delivers A&D 70 Services as part of its CMHP. The total OHA financial assistance for all A&D 70 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for A&D 70 Services as specified in that line of the Financial Assistance Award.

- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C., "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 70 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with section 3., "Special Reporting Requirements" above;
 - (2) OHA may, upon written request of County, adjust monthly allotments;
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 70 Services provided under that line of the Financial Assistance Award; and
 - (4) OHA may, after notice to County, suspend disbursements pending receipt of complete and accurate OPDS data submission and required reports as described in Section 3., "Special Reporting Requirements" above.
- c. Agreement Settlement. Agreement Settlement will be used to confirm the offer and delivery of A&D 70 Services by County as part of its CMHP based on the delivery of A&D 62 Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

Service Name: **PROBLEM GAMBLING PREVENTION SERVICES**

Service ID Code: **A&D 80**

1. Service Description

- a. Problem Gambling Prevention Services (A&D 80) are designed to meet the following objectives:
 - (1) Outreach aimed at increasing general public awareness of problem gambling (this is differentiated from treatment specific outreach which is covered by A&D 81 and includes all populations of the general public); and
 - (2) Prevent problem gambling.
- b. The anticipated goals and outcomes for County's A&D 80 Services must be described in County's Biennial Problem Gambling Prevention Implementation Plan. County's A&D 80 Services will be monitored and evaluated on the basis of their effectiveness in achieving the goals and outcomes identified in the approved Biennial Problem Gambling Prevention Implementation Plan and through the Oregon Prevention Data System (OPDS) data collection and tracking system. OHA financial assistance to County in the subsequent biennium for A&D 80 Services, will in part depend upon achievement of the goals and outcomes identified in County's Problem Gambling Prevention Implementation Plan for the previous biennium.

2. Performance Requirements

- a. Providers of A&D 80 Services must comply with OAR 415-056-0030 through 415-056-0050, and must have a current Letter of Approval (LOA) issued by OHA's Addiction and Mental Health Division.
- b. County shall designate a problem gambling prevention coordinator that shall be responsible for:
 - (1) Preparing a Biennial Problem Gambling Prevention Implementation Plan in accordance with Section 2.c. below, and submitting it electronically to OHA at amhcontract.administrator@state.or.us for review and approval.
 - (2) Preparing the annual reports as described in Section 3., "Special Reporting Requirements"; and
 - (3) Overseeing and coordinating A&D 80 activities, programs and Services provided in the County.
- c. The Biennial Problem Gambling Prevention Implementation Plan details the services to be provided and must include as many of the CSAP Prevention

Strategies as possible (Prevention Education, Information Dissemination, Community Based Processes, Problem Identification and Referral, Alternative Activities and Environmental Strategies). CSAP Prevention Strategies can be found at <http://www.oregon.gov/oha/amh/prevention/prev-coordinators-manual.pdf>. County shall obtain input on its Biennial Problem Gambling Prevention Implementation Plan during County's comprehensive planning process.

The financial assistance awarded to County in the subsequent biennium for A&D 80 Services will, in part, depend upon achievement of the goals and outcomes set forth in the Biennial Problem Gambling Prevention Implementation Plan. In the event of a conflict or inconsistency between the provisions of the Biennial Problem Gambling Prevention Implementation Plan and provisions of this Service Description, the provisions of this Service Description shall control; and

- d. Providers of A&D 80 Services must implement A&D 80 Services funded through this Agreement in accordance with the current Biennial Problem Gambling Prevention Implementation Plan.

3. **Special Reporting Requirements**

- a. Oregon Prevention Data System (OPDS). All A&D 80 Services provided under this Agreement must be reported electronically by the County to OHA on a monthly basis at <https://or.witsweb.org/> using the OPDS Reference Manual located at <http://www.oregon.gov/oha/amh/Pages/prevention.aspx>. Electronic data submission into the OPDS system is due by the 15th of each month with respect to Services provided in the prior month.
- b. County shall submit written annual reports to OHA, using forms and procedures prescribed by OHA, describing the results of A&D 80 Services in achieving the goals and outcomes set forth in the Biennial Problem Gambling Prevention Implementation Plan. The report must also describe the activities, appraisal of activities, and expenses during the preceding fiscal year in providing A&D 80 Services. Annual reports are due within 45 days following the end of the state fiscal year, and shall be sent electronically to amhcontract.administrator@state.or.us.

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

- a. Calculation of Financial Assistance:
 - (1) Funds awarded for A&D 80 Services are intended to be general financial assistance to the County for A&D 80 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of A&D 80 Services on a per unit basis, so long as the County offers and delivers A&D 80 Services as part of its CMHP. The total OHA financial

assistance for all A&D 80 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for A&D 80 Services as specified in that line of the Financial Assistance Award.

- (2) OHA is not obligated to provide financial assistance for any A&D 80 Services delivered under this Agreement that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 80 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with Section 3., "Special Reporting Requirements" above.;
- (2) OHA may, upon written request of County, adjust monthly allotments; and
- (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 80 Services provided under that line of the Financial Assistance Award.

c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of A&D 80 Services by County as part of its CMHP based on the delivery of A&D 80 Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

Service Name: **PROBLEM GAMBLING TREATMENT SERVICES**

Service ID Code: **A&D 81**

1. Service Description

For purposes of this Service Description: an individual with a Gambling Disorder is an individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders or a diagnosis of Relationship Distress with Spouse or Intimate Partner as it relates to the individual's problem gambling. These diagnoses must be primary or secondary.

Problem Gambling Treatment Services (A&D 81) are as follows: "session" or "treatment session" means A&D 81 Services delivered in individual, couple, family, or group formats. Treatment sessions must be reported by type (e.g., individual, couple, family or group) and length (time).

- a. Outpatient Problem Gambling Treatment Services provide problem gambling assessment, treatment and rehabilitation services delivered on an outpatient basis or intensive outpatient basis to individuals with gambling related problems who are not in need of 24-hour supervision for effective treatment. A&D 81 Services must include regularly scheduled face-to-face or non-face-to-face therapeutic sessions or services in response to crisis for the individual and may include individual, group, couple, and family counseling.
- b. Client finding treatment-specific outreach is targeted outreach for which the primary purpose is to get pathological and problem gamblers and, if appropriate, their family members into treatment.
- c. Problem Gambling Treatment Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 81 Services to out of state residents is permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon lottery product.

2. Performance Standards

- a. County shall maintain a License as a Mental Health Service Agency or a Letter of Approval (LOA) as an Alcohol and Drug Treatment Agency for all levels of outpatient treatment in accordance with OAR 309-019-0100 through 309-019-0220 Outpatient Addictions and Mental Health Services, OAR 415-012-0000 through 415-012-0090 Standards for Approval/Licensure of Alcohol and Other Drug Abuse Programs; as such rules may be revised from time to time.

- b. County shall meet the performance standards below. These performance standards are imposed and assessed on an individual County basis. If OHA determines that a Provider of A&D 81 Services fails to comply with any of the specified performance standards, the specific areas out of Agreement compliance would then be reviewed at the next scheduled site review, a discretionary site review could be scheduled specifically to review these areas, or OHA may reduce the monthly allotments based on under-used allotments identified through GPMS or other required reports in accordance with Section 3., "Special Reporting Requirements".
- (1) **Access:** The amount of time between an individual with a Gambling Disorder's request for A&D 81 Services and the first offered service appointment must be five business days or less for at least 90% of all individuals receiving A&D 81 Services funded through this Agreement.
 - (2) **Client Satisfaction:** The percent of individuals receiving A&D 81 Services who complete a problem gambling client satisfaction survey and would positively recommend the Provider to others must not be less than 85%. Client satisfaction surveys must be collected by not less than 50% of total enrollments.
 - (3) **Long-term Outcome:** At the six month follow up for individuals completing treatment, a minimum of 50% must report abstinence or reduced gambling.
 - (4) **Retention:** The percent of individuals receiving A&D 81 Services who are actively engaged in treatment for 90 consecutive days or more must be not less than 40% of all individuals receiving A&D 81 Services.
 - (5) **Successful Completion:** The percent of all individuals receiving A&D 81 Services who successfully complete treatment must not be less than 35% (unadjusted rate). A successful problem gambling treatment completion is defined as the individuals: (a) who have achieved of at least 75% of short-term treatment goals, (b) who have completed a continued wellness plan (i.e., relapse prevention plan), and (c) who have lacked engagement in problem gambling behaviors for at least 30 consecutive days prior to successful completion of A&D 81 Services.
 - (6) **Utilization:** Utilization requirements for individuals receiving A&D 81 Services will be identified in a special condition subject to a particular line in Exhibit C., "Financial Assistance Award".
- c. A&D 81 Services are limited to 12 months per individual , inclusive of continuing care. This Service limitation will count 12 consecutive months starting with the individual's enrollment date. Individuals must have been out of Service for a minimum of 90 consecutive days prior to any re-enrollment in the state system.

Providers may request a waiver of the above service limitation. The request shall be in writing using the designated form of OHA's Problem Gambling Services office located at www.oregonpgs.org. Request shall be sent to OHA at the email address provided on the form. The waiver shall include the clinical need for a waiver and a treatment plan indicating the requested length of time to complete the plan. Waivers will be for fixed periods and must be received in OHA's Problem Gambling Services office 30 days prior to exceeding the 12 month service limitation period.

3. **Special Reporting Requirements**

County shall submit the following information to OHA regarding individuals receiving A&D 81 Services. All Providers of A&D 81 Services shall comply with the current GPMS User Manual located at <http://www.oregon.gov/OHA/addiction/gambling/2010/gpms-data-collection.pdf>

- a. **GPMS (Gambling Process Monitoring System) Intake Data:** The GPMS record abstracting form and the client self-report survey must be collected and submitted within 14 days of the first face-to-face treatment contact with an individual.
- b. **Client Consent Form:** A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- c. **Encounter Data Reporting Requirements:** In order to efficiently implement the disbursement of financial assistance, it is necessary for all Providers of A&D 81 Services funded through this Agreement to submit individual-level service delivery activity (encounter data) within 45 days following the end of each month.

Data shall be electronically submitted utilizing the HIPAA approved "837" format. Files to be transferred over non-secure web or internet facilities must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (e.g. August 2015) and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server as long as access and timely notification is provided to OHA.

Prior to submitting an encounter claim, each claimed encounter must be documented in the clinical record. Encounter claim documentation placed in the clinical record must include the date of the encounter Service, the type of Service delivered, the length of Service, and a clinical note describing data from the session, the clinician's signature and date the note was completed.

- d. GPMS Discharge Data: GPMS discharge data must be collected and submitted within 90 days after the last date of Service to an individual.

4. **Financial Assistance Calculation; Disbursement, Settlement & Provider Audit Procedures**

- a. Calculation of Financial Assistance: OHA provides financial assistance for A&D 81 Services identified in a particular line of Exhibit C., "Financial Assistance Award" as specified in the Oregon Problem Gambling Services Procedure Codes and Rates located at <http://www.oregon.gov/oha/amh/Pages/gambling.aspx> as it may be revised from time to time, and subject to the following. Total OHA financial assistance for all A&D 81 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 81 Services as specified in that line of the Financial Assistance Award.
- (1) OHA will not make multiple financial assistance payments for a single clinical activity, except for group therapy. For example, OHA will not provide financial assistance for an individual treatment session for both an individual and his or her spouse when the treatment was delivered in a single marital session.
 - (2) Providers of A&D 81 Services funded through this Agreement shall not charge individuals whose A&D 81 Services are paid through this Agreement any co-pay or other fees for such Services.
 - (3) OHA is not obligated to provide financial assistance for any A&D 81 Services that are not properly reported as described in this Service Description by the date 60 days after the expiration or termination of this Agreement, termination of OHA's obligation under this Agreement to provide financial assistance to County for A&D 81 Services, or termination of County's obligation under this Agreement, to include the Program Area in which A&D 81 Services fall in its CMHP.
 - (4) Providers of A&D 81 Services are expected to reconcile encounter data reports and correct any errors within 30 days of receipt of encounter data report received from OHA's management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C., "Financial Assistance Award", OHA will disburse the funds awarded for A&D 81 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line, subject to the following:

- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on actual delivery of Services identified through GPMS or through other reports required by this Service Description.
 - (2) OHA may, upon written request of County, adjust monthly allotments.
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 81 Services on that line of the Financial Assistance Award.
 - (4) OHA may adjust monthly allotments as necessary to reflect performance standards not being met.
 - (5) OHA's obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of Service upon which the allotments were calculated. If for a period of 3 consecutive months during the term of this Agreement County delivers less than the anticipated level of Service upon which allotments were calculated, in a particular line of Exhibit C, "Financial Assistance Award", the parties will amend the amount of funds awarded for A&D 81 Services in that line in proportion to the underutilization during that period, including, but not limited to, reducing the amount of future funds awarded for A&D 81 Services in an amount equal to funds reduced under that line due to underutilization. For purposes of documenting the revised amount of services, County and OHA shall execute an appropriate amendment to the Financial Assistance Award to reflect this reduction..
- c. **Calculation of Performance Payment:** OHA will provide performance payments when applicable (as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>).
- d. **Disbursement of Performance Payment:** OHA will disburse the funds awarded for A&D 81 performance payments identified in a particular line of Exhibit C., "Financial Assistance Award" to County in a one-time lump sum payment for the period specified in that line of the Financial Assistance Award.
- e. **Agreement Settlement:** Agreement Settlement will be used to confirm the offer and delivery of A&D 81 Services by County as part of its CMHP based on the data properly reported in accordance with Section 3., "Special Reporting Requirements" above.
- f. **Provider Audits:** Providers receiving funds under this Agreement for providing A&D 81 Services are subject to audit of all funds applicable to A&D 81 Services rendered. The audit ensures that proper disbursements were made for covered Services, to recover overpayments, to discover possible instances of fraud and

abuse, and to verify that encounter data submissions are documented in the client file as described in Section 3.c. above. OHA may apply the Division of Medical Assistance Program (DMAP) Provider Audit rules and the Fraud and Abuse rules to Providers of A&D 81 Services funded through this Agreement in accordance with OAR 407-120-1505 Provider and Contractor Audits, Appeals and Post Payment Recoveris and 410-120-1510 Fraud and Abuse, as such rules may be revised from time to time.

Service Name: **PROBLEM GAMBLING RESIDENTIAL SERVICES**

Service ID Code: **A&D 82**

1. Service Description

For purposes of this Service Description, an individual with a Gambling Disorder is an individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. These diagnoses must be primary or secondary.

- a. Problem Gambling Residential Services (A&D 82) are services that provide problem gambling assessment, treatment, rehabilitation and 24-hour observation monitoring for individuals with a Gambling Disorder.
- b. Problem Gambling Residential Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 82 Services provided to out of state residents is permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon lottery product.

2. Performance Requirements

- a. County shall maintain a License as a Mental Health Service Agency or a Letter of Approval (LOA) issued by OHA's Addictions and Mental Health Division as an Alcohol and Drug Treatment Agency for all levels of outpatient treatment in accordance with OAR 309-018-0100 through 309-018-0215 Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services, and OAR 415-012-0000 through 415-012-0090 Standards for Approval/Licensure of Alcohol and Other Drug Abuse Programs; as such rules may be revised from time to time.
- b. County shall meet the performance requirements below. These performance requirements are imposed and assessed on an individual County basis. If OHA determines that a Provider of A&D 82 Services fails to comply with any of the specified performance requirements, the specific areas out of Agreement compliance would then be reviewed at the next scheduled site review, a discretionary site review could be scheduled specifically to review these areas, or OHA may reduce the monthly allotments based on under-used allotments identified through the Gambling Process Monitoring System (GPMS) or other required reports in accordance with Section 3., "Special Reporting Requirements".
 - (1) **Client Satisfaction:** The percent of individuals receiving A&D 82 Services who complete a problem gambling client satisfaction survey and

would positively recommend the Provider to others must not be less than 85%. Client satisfaction surveys must be collected from not less than 85% of total enrollments.

- (2) **Long-term Outcome:** At the six month follow up for individuals completing treatment, a minimum of 50% must report abstinence or reduced gambling.
- (3) **Successful Completion:** The percent of all individuals receiving A&D 82 Services who successfully complete treatment must not be less than 85%. A successful problem gambling treatment completion is defined as the individuals: (a) who are stabilized to safely return to the community and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care, (b) who have achieved at least 75% of short-term treatment goals, and (c) who have completed a continued wellness plan (i.e., relapse prevention plan).

3. **Special Reporting Requirements**

County shall submit the following information to OHA regarding individuals receiving A&D 82 Services. All Providers of A&D 82 Services shall comply with the current GPMS User Manual located at <http://www.oregon.gov/OHA/amh/gambling/2010/gpms-data-collection.pdf>.

- a. **GPMS (Gambling Process Monitoring System) Intake Data:** The GPMS record abstracting form and the client self-report survey must be collected and submitted within 14 days of the first face-to-face treatment contact with an individual.
- b. **Client Consent Form:** A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- c. **Encounter Data Reporting Requirements:** In order to efficiently implement the disbursement of financial assistance, it is necessary for all Providers of A&D 82 Services funded through this Agreement to submit individual-level service delivery activity (encounter data) within 45 days following the end of each month.

Data shall be electronically submitted utilizing the HIPAA approved "837" format. Files to be transferred over non-secure web or internet facilities must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (e.g. August 2015) and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server as long as access and timely notification is provided to OHA.

Prior to submitting an encounter claim, each claimed encounter must be documented in the clinical record. Encounter claim documentation placed in the clinical record must include the date of the encounter Service, the type of Service delivered, the length of Service, and a clinical note describing data from the session with the clinician's signature and date the note was completed.

- d. GPMS Discharge Data: GPMS discharge data must be collected and submitted within 90 days after the last date of Service to an individual.

4. Financial Assistance Calculation, Disbursement, Agreement Settlement and Provider Audit Procedures

- a. Calculation of Financial Assistance: OHA will provide financial assistance for A&D 82 Services identified in a particular line of Exhibit C, "Financial Assistance Award" as specified in the Gambling Billing Code and Rate Sheet located at <http://www.oregon.gov/oha/amh/Pages/gambling.aspx>, as it may be revised from time to time, and subject to the following. The total OHA financial assistance for all A&D 82 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 82 Services as specified in that line of the Financial Assistance Award.
 - (1) Providers of A&D 82 Services funded through this Agreement shall not charge individuals whose Services are paid through this Agreement any co-pay or other fees for such Services;
 - (2) OHA is not obligated to provide financial assistance for any A&D 82 Services that are not properly reported in accordance with Section 3. "Special Reporting Requirements" above by the date 60 days after the expiration or termination of this Agreement, termination of OHA's obligation under this Agreement to provide financial assistance to County for A&D 82 Services, or termination of County's obligation under this Agreement to include the Program Area in which A&D 82 Services fall in its CMHP;
 - (3) Providers of A&D 82 Services are expected to reconcile encounter data reports and correct any errors within 30 days of receipt of encounter data report received from OHA's management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 82 Services provided under a particular line of the Financial Assistance Award to County in substantially equal

monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through GPMS or through other reports required in accordance with Section 3., "Special Reporting Requirements";
 - (2) OHA may, upon written request of County, adjust monthly allotments;
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 82 Services provided under that line of the Financial Assistance Award.
 - (4) OHA's obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of Service upon which the allotments were calculated. If for a period of three consecutive months during the term of this Agreement County delivers less than the anticipated level of Service upon which allotments were calculated, in a particular line of Exhibit C, "Financial Assistance Award", the parties will amend the amount of funds awarded for A&D 82 Services in that line in proportion to the underutilization during that period, including, but not limited to, reducing the amount of future funds awarded for A&D 82 Services in an amount equal to funds reduced under that line due to underutilization. For purposes of documenting the revised amount of services, County and OHA shall execute an appropriate amendment to the Financial Assistance Award to reflect this reduction.
 - (5) County may, with OHA approval, apply A&D 82 allotments for Services not provided in the first fiscal year toward A&D 82 Services in the second fiscal year.
- c. Agreement Settlement: Agreement settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements for A&D 82 Services and amounts due for such Services based on the rates set forth in the Oregon Problem Gambling Procedure Code and Rates. For purposes of this Section, "amounts due" to County is determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with Section 3., "Special Reporting Requirements" above.
- d. Provider Audits. Providers receiving funds under this Agreement for providing A&D 82 Services are subject to audit of all funds applicable to A&D 82 Services rendered. The audit ensures that proper disbursements were made for covered

Services, to recover overexpenditures, to discover possible instances of fraud and abuse, and to verify that encounter data submissions are documented in the client file as described in Section 3.c. above. OHA may apply the Division of Medical Assistance Program (DMAP) Provider Audit rules and the Fraud and Abuse rules to Providers of A&D 82 Services in accordance with OAR 407-120-1505 Provider and Contractor Audits, Appeals and Post Payment Recoveries and 410-120-1510 Fraud and Abuse, as such rules may be revised from time to time.

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

Service ID Code: **MHS 01**

1. Service Description

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

2. Performance Requirements

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

3. Special Reporting Requirements

No special reporting requirements.

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

- a. Calculation of Financial Assistance: The funds awarded for MHS 01 Services are intended to be general financial assistance to County for local administration of Mental Health Services. Accordingly, OHA will not track delivery of MHS 01 Services or service capacity on a per unit basis so long as County utilizes the funds awarded for MHS 01 on administration of a Mental Health Services system on behalf of an LMHA. The total OHA financial assistance for all MHS 01 Services delivered under a particular line of Exhibit C, “Financial Assistance Award” shall not exceed the total funds awarded for MHS 01 as specified in that line of the Financial Assistance Award.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award”, OHA will disburse the financial assistance awarded for MHS 01 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 01 Services provided under that line of the Financial Assistance Award.

- c. Agreement Settlement: Agreement Settlement will be used to confirm County's administration of a Mental Health Services system on behalf of an LMHA and reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 01 Services and amounts due for such Services based on the delivery of Mental Health Services and the financial assistance awarded for those Services under a particular line of Exhibit C, "Financial Assistance Award".

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

Service ID Code: **MHS 20**

1. Service Description

Non-Residential Mental Health Services for Adults (MHS 20) are Mental Health Services delivered to 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.

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

- a. Supported housing service payment;
- b. Rental assistance; or
- c. Other services and supports, e.g. rent subsidy, as needed for individuals at the sole discretion of OHA.

2. Performance Requirements

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

Providers of MHS 20 Services funded through this Agreement shall:

- a. Comply with OAR 309-019-0100 through 309-019-0220, OAR 309-022-0100 through 309-022-0230, OAR 309-031-0010, OAR 309-032-0301 through 309-032-0890, OAR 309-033-0200 through OAR 309-033-0970, and OAR 309-035-0100 through 309-035-0600, as such rules may be revised from time to time;
- b. Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-012-0130 through OAR 309-012-0220, as such rules may be revised from time to time; and
- c. Investigate and report allegations of abuse regarding served individuals and provide protective services to those individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0000 through 407-045-0980, as such statutes and rules may be revised from time to time.

3. **Special Reporting Requirements**

- a. Providers of MHS 20 Services funded through this Agreement shall submit information and data on abuse reports, investigations and protective services involving individuals to whom the Provider provides MHS 20 Services, as such information and data is reasonably requested by OHA in order to fully understand allegations and reports of abuse, the resulting investigations and protective services and any corrective actions.
- b. All individuals receiving MHS 20 Services with funds provided under this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at:
<http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, and as it may be revised from time to time.

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

OHA provides financial assistance for MHS 20 Services in two different ways, through Part A and Part C awards. The award type is set in Exhibit C, "Financial Assistance Award" on MHS 20 lines in column one that contains an "A" for Part A or "C" for Part C award.

- a. The Part A awards will be calculated, disbursed, and settled as follows:
 - (1) Calculation of Financial Assistance: The funds awarded under Part A award for MHS 20 Services are intended to be general financial assistance to the County for MHS 20 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 20 Services or service capacity on a per unit basis so long as the County offers and delivers MHS 20 Services as part of its CMHP. The total OHA financial assistance for all MHS 20 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for MHS 20 Services as specified in that line of the Financial Assistance Award.
 - (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 20 Services provided under a particular line of the Financial Assistance Award with an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;

- (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 20 Services provided under that line of the Financial Assistance Award; and
- (c) OHA is not obligated to provide financial assistance for any MHS 20 Services that are not properly reported in accordance with Section 3., “Special Reporting Requirements” above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 20 Services, or termination of County’s obligation to include the Program Area in which MHS 20 Services fall in its CMHP.

(3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 20 Services by County as part of its CMHP based on the data properly reported in accordance with Section 3., “Special Reporting Requirements” above. Agreement Settlement will not apply to funds awarded for rent subsidy.

b. The Part C awards will be disbursed as follows:

- (1) Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award”, OHA will disburse the Part C awards for MHS 20 Services provided under a particular line of the Financial Assistance Award with a “C” in column one to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.
 - (a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.
 - (b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual.

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

Service ID Code: **MHS 26**

1. Service Description

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

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

2. Performance Requirements

- a. Services to individuals through 25 years of age under the jurisdiction of the JPSRB, or in the YAT program, must be delivered with the least possible disruption to positive relationships, and must incorporate the following:
- (1) The rapport between professional and individual will be given as much of an emphasis in service planning as other case management approaches;
 - (2) Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of services and supports across both adolescent and adult systems;
 - (3) Services will be engaging and relevant to youth and young adults;
 - (4) Services will accommodate the critical role of peers and friends;
 - (5) The treatment plan will include a safety component to insure that identity development challenges and boundary issues are not cause for discontinuing service;
 - (6) The Individual Service and Support Plan will include a specific section addressing services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;
 - (7) The OHA Young Adult Service Delivery Team or its designee shall provide direction to Provider regarding Services to be delivered to the youth or young adult; and
 - (8) Secured transportation services under the Service Description for MHS 26 will be approved by OHA on a case by case basis.
- b. Required non-JPSRB services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursements will be made by invoice in accordance with Section 4., "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures", Subsection b. Approved services may include one or more of the following:
- (1) Additional staffing;
 - (2) Transportation;
 - (3) Interpreter services;
 - (4) Medical services and medications;
 - (5) Rental assistance, room and board, and personal incidental funds; and
 - (6) Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.

3. Special Reporting Requirements

- a. County shall electronically submit to amhcontract.administrator@state.or.us written summary reports of MHS 26 Services delivered with funds provided through this Agreement within 45 calendar days after the end of each State fiscal year, the earlier of expiration or termination of this Agreement, or termination of County's obligation to include the Program Area in which MHS 26 Services fall in its CMHP, whichever occurs first. Reports must be prepared using forms and procedures prescribed by OHA.
- b. All individuals receiving MHS 26 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 26 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award", in MHS 26 lines in which column one will contain an "A" for Part A or "C" for Part C award.

- a. The Part A Award financial assistance will be calculated, disbursed, and settled as follows:
 - (1) Calculation of Financial Assistance: The Part A awards for MHS 26 Services are intended to be general financial assistance to the County for MHS 26 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 26 Services on a per unit basis, so long as the County offers and delivers MHS 26 Services as part of its CMHP. The total OHA financial assistance for all MHS 26 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for MHS 26 Services as specified in that line of the Financial Assistance Award.
 - (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 26 Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (a) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments or non-delivery of Services identified through MOTS and other reporting requirements in accordance with Section 3., “Special Reporting Requirements” above;
 - (b) OHA may, upon written request of County, adjust monthly allotments;
 - (c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 26 Services provided under that line of the Financial Assistance Award;
 - (d) OHA is not obligated to provide financial assistance for any MHS 26 Services that are not properly reported in accordance with Section 3., “Special Reporting Requirements” above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 26 Services, or termination of County’s obligation to include the Program Area in which MHS 26 Services fall in its CMHP; and
 - (e) OHA will reduce the financial assistance awarded for MHS 26 Services delivered under a particular line of Exhibit C, “Financial Assistance Award”, containing an “A” in column one, by the amount received by a Provider of MHS 26 Services, as payment of a portion of the cost of the Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.
- (3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 26 Services by County as part of its CMHP based on the delivery of MH 26 Services as properly reported in accordance with Section 3., “Special Reporting Requirements” above. The settlement process will not apply to funds awarded for an approved rent subsidy payment.

b. The Part C awards will be disbursed as follows:

- (1) Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award”, OHA will disburse the Part C awards for MHS 26 Services provided under a particular line of the Financial Assistance Award containing a “C” in column one, to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due

no later than 45 calendar days following the end of the subject month.

- (a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the fee schedule for Services.
- (b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual.

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

Service ID Code: **MHS 27**

1. Service Description

- a. Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27) are mental health services delivered to individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or in the Youth and Young Adults in Transition program. Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27) are:
 - (1) Services delivered on a 24-hour basis to individuals with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization or who are a danger to themselves or others or who otherwise require long-term care to remain in the community; and
 - (2) Delivered only to those individuals who the OHA's Young Adult Service Delivery Team determines are unable to live independently without supervised intervention, training, or support.
- b. The specific MHS 27 Services delivered to an individual are determined based upon an individualized assessment of care and treatment needs and are intended to promote the well being, health, resiliency and recovery of the individual through the availability of a wide range of residential service options.
- c. MHS 27 Services shall be delivered in appropriately licensed and certified programs or facilities and include, but are not limited to, the following:
 - (1) Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
 - (2) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
 - (3) Money and household management;
 - (4) Supervision of daily living activities such as skill development focused on nutrition, personal hygiene, clothing care and grooming, and communication skills for social, health care, and community resources interactions;

- (5) Provision of care including assumption of a responsibility for the safety and well-being of the individual;
- (6) Administration, supervision and monitoring of prescribed and non-prescribed medication, and client education on medication awareness;
- (7) Provision or arrangement of routine and emergency transportation;
- (8) Developing skills to self manage emotions;
- (9) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;
- (10) Management of physical or health problems including, but not limited to, diabetes and eating disorders;
- (11) Skill training;
- (12) Mentoring, peer delivered services and peer support services;
- (13) Positive use of leisure time and recreational activities;
- (14) Supported education;
- (15) Supported employment;
- (16) Occupational therapy; and
- (17) Recreation.

2. Performance Requirements

OHA's Young Adult Service Delivery Team or its designee shall provide direction to the Provider regarding the prioritization of individuals for admission.

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

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

living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention.

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

3. Special Reporting Requirements

- a. County shall complete and deliver to OHA the “Personal Care Data Form For Residential Facilities” for any individual receiving MHS 27 Services funded through this Agreement when the individual is transferred to another residence or facility operated by the Provider, the individual is transferred to another Provider of MHS 27 Services, MHS 27 Services to the individual end, or the payment rate for the individual changes. An individual’s payment rate may only be changed after consultation with and approval by OHA.
- b. If County has authorized or anticipates authorizing delivery of MHS 27 Services to an individual and wishes to reserve MHS 27 service capacity for that individual for a short period of time when the individual is not actually receiving the Services, the Provider shall submit a written Reserved Service Capacity Payment Request Form and an Agreement amendment request to OHA in accordance with OAR 309-011-0105 through 309-011-0115. If OHA approves the Reserved Service Capacity Payment Request Form and the Agreement amendment request, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, Part A, and add funds necessary to make the approved disbursements to reserve the service capacity to the Part A award. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.
- c. All individuals receiving MHS 27 Services with funds provided through this Agreement must be enrolled and that individual’s record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA’s MOTS Reference Manual located at:
<http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 27 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, “Financial Assistance Award”, in MHS 27 lines in which column one will contain an “A” for Part A or “C” for Part C award.

- a. The Part A awards will be calculated, disbursed, and settled as follows:
 - (1) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 27 Services provided under a particular line of

Exhibit C, "Financial Assistance Award" containing an "A" in column one from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 27 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 27 Services delivered under a particular line of the Financial Assistance Award containing an "A" in column one, shall not exceed the total funds awarded for MHS 27 Services as specified in that line of the Financial Assistance Award.

- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 27 Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (a) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reports in accordance with Section 3., "Special Reporting Requirements" above;
 - (b) OHA may, upon written request of County, adjust monthly allotments;
 - (c) Upon amendment to the financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 27 Services provided under that line of the Financial Assistance Award;
 - (d) OHA is not obligated to provide financial assistance for any MHS 27 Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 27 Services, or termination of County's obligation to include the Program Area in which MHS 27 Services fall in its CMHP; and
 - (e) OHA will reduce the financial assistance awarded for MHS 27 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one by the

amount received by a Provider of MHS 27 Services, as payment of a portion of the cost of the Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

- (3) Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 27 Services under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County is determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

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

- b. The Part C awards does not apply to JPSRB individuals as these services are covered in the Service Description for MHS 30.
The Part C awards will be disbursed as follows:
- (1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part C awards for MHS 27 Services provided under a particular line of the Financial Assistance Award containing a "C" in column one to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.
- (a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.
- (b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual.

Service Name: **RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **MHS 28**

1. Service Description

a. Residential Treatment Services (MHS 28) are:

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

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

b. MHS 28 Services delivered in Residential Treatment Facilities as defined in OAR 309-035-0105(42), Residential Treatment Homes as defined in OAR 309-035-0260(46), or another licensed setting approved by OHA includes, but are not limited to, the following:

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

- (6) Administration and supervision of prescribed and non-prescribed medication;
- (7) Provision or arrangement of routine and emergency transportation;
- (8) Management of aggressive or self-destructive behavior;
- (9) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (10) Management of physical or health problems including, but not limited to, seizures or incontinency.

Financial assistance is dependent upon the individual served meeting defined criteria as cited in OAR 410-172-0600, OAR 410-172-0380 and OAR 309-035-0145. OHA and its designees have the authority to review clinical records and have direct contact with individuals. The County and any Providers shall notify individuals in writing of admission decisions in accordance with OAR 309-035-0145.

2. Performance Requirements

A Provider of MHS 28 Services shall give first priority in admission to referrals for individuals transitioning from the Oregon State Hospital, second priority to referrals for individuals on the Oregon State Hospital wait list and then to all others.

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

Other required, approved services for civil (non-PSRB) individuals that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursement will be made by invoice in accordance with Section 4., "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures", Subsection b. Approved services may include one or more of the following:

- (1) Additional staffing;
- (2) Transportation;
- (3) Interpreter services;
- (4) Medical services and medications;
- (5) Rental assistance, room and board, and personal and incidental funds; and
- (6) Non-medically approved services including but not limited to assessment, evaluation, outpatient treatment, and polygraph.

3. Special Reporting Requirements

- a. County shall complete and submit an Agreement amendment request to OHA as prescribed by OHA for any individual receiving MHS 28 Services funded through

this Agreement when the individual is transferred to another residence or facility operated by the Provider, the individual is transferred to another Provider of MHS 28 Services, MHS 28 Services being provided to the individual end, or the payment rate for the individual changes. An individual's payment rate may only be changed after consultation with and approval by OHA and only if the MHS 28 Services for that individual are funded from Part A awards as defined in Section 4., "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" Subsection a.

- b. If County has authorized or anticipates authorizing delivery of MHS 28 Services to an individual and wishes to reserve MHS 28 service capacity for that individual for a short period of time when the individual is not actually receiving the Services, County shall submit a written reserved service capacity payment request and an Agreement amendment request to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the reserved service capacity payment request and the Agreement amendment request, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.
- c. All individuals receiving Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 28 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award", in MHS 28 lines in which column one will contain an "A" for Part A or "C" for Part C award.

- a. The Part A awards will be calculated, disbursed, and settled as follows:
 - (1) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 28 Services provided under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 28 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 28 Services delivered under a particular line of the Financial Assistance Award,

containing an "A" in column one, shall not exceed the total funds awarded for MHS 28 Services as specified in that line of the Financial Assistance Award.

- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 28 Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (a) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reports in accordance with Section 3., "Special Reporting Requirements" above or applicable special conditions;
 - (b) OHA may, upon written request of County, adjust monthly allotments;
 - (c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 28 Services provided under that line of the Financial Assistance Award;
 - (d) OHA is not obligated to provide financial assistance for any MHS 28 Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 28 Services, or termination of County's obligation to include the Program Area in which MHS 28 Services fall in its CMHP; and
 - (e) OHA will reduce the financial assistance awarded for MHS 28 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, by the amount received by a Provider of MHS 28 Services, as payment of a portion of the cost of the Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.
- (3) Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this

Agreement between actual OHA disbursements of funds awarded for MHS 28 Services under a particular line of Exhibit C, “Financial Assistance Award” containing an “A” in column one, and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County is determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with Section 3. “Special Reporting Requirements” above or as required in an applicable Specialized Service Requirement.

The settlement process will not apply to funds awarded for an approved reserved service capacity payment.

- b. The Part C awards does not apply to PSRB individuals as these Services are covered in the Service Description for MHS 30. The Part C awards will be disbursed as follows:
 - (1) Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award”, OHA will disburse the Part C awards for MHS 28 Services provided under a particular line of the Financial Assistance Award containing a “C” in column one, to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.
 - (a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the fee schedule for Services.
 - (b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual. Part C awards for JPSRB non-medically approved services is for the time period as shown only and does not carry forward into following years funding.

Service Name: **MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

1. Service Description

Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB). Services are delivered to individuals who are placed in their identified service area by order of evaluation or conditional release as designated by OHA.

a. Monitoring Services includes:

- (1) Assessment and evaluation for the court, and the PSRB or JPSRB of an individual for conditional release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, or for placement on a waiting list for conditional release from OSH, a hospital, or facility designated by OHA, to determine if the individual can be treated in the community, including identification of the specific requirements for the community placement of an individual;
- (2) Supervision and Urinalysis Drug Screen consistent with the requirements of the PSRB or JPSRB conditional release order;
- (3) Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to conditional release of an individual; and
- (4) Administrative activities related to the monitoring services described above, including but not limited to:
 - (a) Reporting of the individual's compliance with the conditional release requirements as identified in the order for conditional release through monthly progress notes;
 - (b) Providing interim reports for the purpose of communicating current status of an individual to the PSRB or JPSRB;
 - (c) Requesting and implementing modifications of conditional release orders;
 - (d) Revocations of conditional release due to violation(s) of conditional release orders and readmission to OSH;

- (e) Responding to Law Enforcement Data System notifications as a result of contact by the individual receiving MHS 30 Services with law enforcement agencies; and
- (f) An annual comprehensive review of supervision and treatment services to determine if significant modifications to the conditional release order should be requested of the PSRB or JPSRB.

b. Security and Supervision Services includes:

- (1) Security Services are identified in the PSRB or JPSRB conditional release order which are not medically approved services but are required for purposes of individuals and public safety at a rate based on a determination of intensity and risk as identified in the Security Services Matrix located at <http://www.oregon.gov/OHA/AMH/pages/tools-providers.aspx>.
- (2) Other Required, approved services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with Section 4., “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures”, Subsection b. Approved services may include one or more of the following:
 - (a) Additional staffing;
 - (b) Transportation;
 - (c) Interpreter services;
 - (d) Medical services and medications;
 - (e) Rental assistance, room and board, and person and incidental funds; and
 - (f) Non-Medically approved services including, but not limited to: assessment, evaluation, outpatient treatment, and polygraph.

2. Performance Requirements

Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160; as such rule may be revised from time to time.

Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-012-0130 through OAR 309-012-0220; as such rules may be revised from time to time.

3. Special Reporting Requirements

- a. County shall submit a copy of the conditional release plan for all individuals conditionally released into the community each month no later than 15 calendar days following the month the conditional release occurred.

- b. County shall submit, electronically to amhcontract.administrator@state.or.us, a copy of each individual's PSRB or JPSRB monthly progress report no later than 45 calendar days following the month the MHS 30 Services were delivered with funds provided under this Agreement
- c. All individuals receiving MHS 30 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at:
<http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 30 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award", in MHS 30 lines in which column one will contain an "A" for Part A or "C" for Part C award.

- a. The Part A awards will be calculated, disbursed, and settled as follows:
 - (1) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 30 Services identified in a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 30 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 30 Services delivered under a particular line in the Financial Assistance Award, containing an "A" in column one, shall not exceed the total funds awarded for MHS 30 Services as specified in that line in the Financial Assistance Award.
 - (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) OHA may, after 30 days (unless parties agreed otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reporting

requirements in accordance with Section 3., "Special Reporting Requirements" above;

- (b) OHA may, upon written request of County, adjust monthly allotments;
 - (c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 30 Services provided under that line of the Financial Assistance Award; and
 - (d) OHA is not obligated to provide financial assistance for any MHS 30 Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 30 Services, or termination of County's obligation to include the Program Area in which MHS 30 Services fall in its CMHP.
- (3) Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 30 Services under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County is determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

b. The Part C awards will be disbursed as follows:

- (1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part C awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing a "C" in column one, to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.
 - (a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making

disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.

- (b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual. Part C awards for JPSRB non-medically approved Services are for the time period as shown only and does not carry forward into following years funding.

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

Service ID Code: **MHS 31**

1. Service Description

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

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

2. Performance Requirements

- a. Providers of MHS 31 Services funded through this Agreement shall comply with OAR 309-019-0155; as such rule may be revised from time to time.
- b. Providers of MHS 31 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-012-0130 through 309-012-0220; as such rules may be revised from time to time.

- c. MHS 31 Services funded through this Agreement may only be delivered to individuals who satisfy the requirements for receipt of nursing facility or community based care under Medicaid as specified in OAR 411-015-0000 through 411-015-0100, as such rules may be revised from time to time, and who receive such services in a nursing facility, residential care facility, assisted living facility or foster home operated by a Provider that has entered into an agreement with, and licensed by DHS' APD Division to provide services to designated individuals. All individuals shall be evaluated by the Provider and local DHS APD licensed facility staff prior to placement.
- d. If County wishes to use MHS 31 funds made available through this Agreement for delivery of MHS 31 Services to otherwise eligible individuals not residing in a DHS APD facility, County shall receive a variance from OHA in accordance with OAR 309-019-0220, as such rules may be revised from time to time.
- e. County shall notify the OHA ECS Coordinator prior to transition from ECS. County shall also notify the OHA ECS Coordinator within three working days of any change in an individual's medical or psychiatric condition which jeopardizes the placement.

3. Special Reporting Requirements

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

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

All individuals receiving MHS 31 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 31 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award", on MHS 31 lines in which column one will contain an "A" for Part A or "C" for Part C award.

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

- (1) Calculation of Financial Assistance: The Part A awards for MHS 31 Services are intended to be general financial assistance to the County for MHS 31 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 31 Services on a per unit basis, so long as the County offers and delivers MHS 31 Services as part of its CMHP. The total OHA financial assistance for all MHS 31 Services delivered under a particular line of Exhibit C, “Financial Assistance Award” containing an “A” in column one, shall not exceed the total funds awarded for MHS 31 Services as specified in that line of the Financial Assistance Award.

- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award”, OHA will disburse the Part A awards for MHS 31 Services provided under a particular line of the Financial Assistance Award containing an “A” in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 31 Services provided under that line of the Financial Assistance Award;
 - (c) OHA is not obligated to provide financial assistance for any MHS 31 Services that are not properly reported in accordance with Section 3., “Special Reporting Requirements” above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 31 Services, or termination of County’s obligation to include the Program Area in which MHS 31 Services fall in its CMHP; and
 - (d) OHA will reduce the financial assistance for MHS 31 Services delivered under a particular line of Exhibit C, “Financial Assistance Award” containing an “A” in column one by the amount received by a Provider of MHS 26 Services, as payment of a portion of the cost of the Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

- (3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 31 Services by County as part of its CMHP

based on the delivery of MHS 31 Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

- b. The Part C awards will be disbursed as follows:
- (1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part C awards for MHS 31 Services provided under a particular line of the Financial Assistance Award containing a "C" in column one to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.
 - (a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.
 - (b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual.

Service Name: **ADULT FOSTER CARE SERVICES**

Service ID Code: **MHS 34**

1. Service Description

Adult Foster Care Services (MHS 34) are Services delivered to individuals with chronic or severe mental illness who have been hospitalized or are at immediate risk of hospitalization, are in need of continuing Services to avoid hospitalization, or who pose a danger to the health and safety of themselves or others, and who are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer individuals receiving MHS 34 Services. MHS 34 Services are delivered, in part, either by relatives as defined in OAR 309-040-0305(61), referred to herein as Relative Foster Care, or by non-relatives, referred to herein as Non-Relative Foster Care. The purpose of MHS 34 Services is to maintain the individual at his or her maximum level of functioning or to improve the individual's skills to the extent that he or she may live more independently.

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

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

2. **Performance Requirements**

- a. Providers of Non-Relative Foster Care MHS 34 Services funded through this Agreement shall comply with OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time.
- b. Prior to commencement of both Relative and Non-Relative Foster Care MHS 34 Services, County shall develop and submit to OHA for review and approval a personal care plan for the individual. After commencement of both Relative and Non-Relative Foster Care MHS 34 Services, County shall require that the Provider of the MHS 34 Services delivers the Services to the individual in accordance with the individual's personal care plan. County shall complete a new personal care plan annually for each individual receiving MHS 34 Services funded through this Agreement and review each individual's plan at least every 180 calendar days, or as needed, and revise as necessary.
- c. County shall assist OHA in licensing and certifying homes providing Non-Relative Foster Care MHS 34 Services funded through this Agreement by performing the following tasks within the timelines required by OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time:
 - (1) For new licenses and certifications: inspection of the homes, and completion and submission to OHA of the following forms, as prescribed by OHA: (a) Foster Home License or Certification Application; (b) Foster Home Inspection Form; (c) Criminal History Check; and (c) any other information necessary for licensing or certifying the residences;
 - (2) For renewal of existing licenses and certifications: inspection of the homes, and completion and submission to OHA of the Foster Home License/Certification Evaluation Forms; and
 - (3) Assistance to currently-licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:
 - (a) Maintaining and distributing copies of OHA's "Basic Training Course and Self-Study Manual" and associated video tapes; and
 - (b) Making test site(s) available, administering tests provided by OHA, and mailing completed tests promptly to OHA for scoring.

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

3. **Special Reporting Requirements**

- a. All individuals receiving MHS 34 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amb/mots/Pages/resource.aspx>, as it may be revised from time to time.

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

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

OHA provides financial assistance for MHS 34 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C., "Financial Assistance Award", on MHS 34 lines in column one that contains an "A" for Part A or "C" for Part C award.

- a. The Part A awards will be calculated, disbursed, and settled as follows:
 - (1) **Calculation of Financial Assistance:** OHA will provide financial assistance for MHS 34 Services identified in a particular line of Exhibit C, "Financial Assistance Award" with an "A" in column one from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 34 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 34 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for MHS 34 Services as specified in that line of the Financial Assistance Award.
 - (2) **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 34 Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS in accordance with Section 3., "Special Reporting Requirements" above or as required by an applicable Specialized Service Requirement;
 - (b) OHA may, upon written request of County, adjust monthly allotments;
 - (c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 34 Services provided under that line of the Financial Assistance Award; and
 - (d) OHA will reduce the financial assistance awarded for MHS 34 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one by the amount received, by a Provider of MHS 34 Services, as payment

of a portion of the cost of the Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

- (3) Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 34 Services under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County is determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with Section 3., "Special Reporting Requirements" or as required in an applicable Specialized Service Requirement.

b. The Part C awards will be disbursed as follows:

- (1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part C awards for MHS 34 Services provided under a particular line of the Financial Assistance Award containing a "C" in column one to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.
 - (a) For Medicaid eligible individuals, County shall attach a copy of the plan of care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the fee schedule for Services.
 - (b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual.

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

Service ID Code: **MHS 35**

1. Service Description

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

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

2. Performance Requirements

- a. Funds awarded for MHS 35 Services on lines in Exhibit C, “Financial Assistance Award” containing a “35A” in column 8, may only be expended on MHS 35 Services as described in the Specialized Service Requirement MHS 35A.
- b. Funds awarded for MHS 35 Services on lines in Exhibit C, “Financial Assistance Award” containing a “35B” in column 8 may only be expended on MHS 35 Services as described in the Specialized Service Requirement MHS 35B.

3. Special Reporting Requirements

- a. Using forms and procedures prescribed by OHA, County shall submit summary financial and program narrative reports on its delivery of MHS 35 Services that are supported with funds provided through this Agreement that are subject to Specialized Service Requirements 35A and 35B. The reports must be submitted electronically to amhcontract.administrator@state.or.us within 45 calendar days following the end of each fiscal quarter, or portion thereof, of September 30th, December 31st, March 31st, and June 30th, through the life of this Agreement.
- b. All individuals receiving MHS 35 Services with funds provided through this Agreement must be enrolled and that individual’s record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, as it may be revised from time to time.

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

- a. Calculation of Financial Assistance: The funds awarded for MHS 35 Services are intended to be general financial assistance to the County for MHS 35 Services with funds provided through this Agreement. The total OHA financial assistance for all MHS 35 Services delivered under a particular line of Exhibit C, “Financial

Assistance Award”, shall not exceed the total funds awarded for MHS 35A and MHS 35B Services as specified in that line of the Financial Assistance Award.

- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award”, OHA will disburse the financial assistance awarded for MHS 35A and MHS 35B Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (1) OHA may, upon written request of County, adjust monthly allotments; and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 35A and MHS 35B Services provided under that line of the Financial Assistance Award.
- c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 35A and MHS 35B Services by County as part of its CMHP based the delivery of MHS 35A and MHS 35B Services as properly reported in accordance with Section 3., “Special Reporting Requirements” above.

Service Name: **MHS SPECIAL PROJECTS**

Service ID Code: **MHS 37**

1. Service Description

MHS Special Projects (MHS 37) are Mental Health Services within the scope of ORS 430.630 delivered on a demonstration or emergency basis for a specified period of time. Each special project is specifically described in a separate exhibit to this MHS 37 Service Description, which exhibits are incorporated herein by this reference. When Exhibit C, "Financial Assistance Award" contains a line awarding funds for MHS 37 Services that line will contain a special condition specifying what special project exhibit to this MHS 37 Service Description applies.

2. Performance Requirements

See specific special project exhibits, if any, to this MHS 37 Service Description.

3. Special Reporting Requirements

See specific special project exhibits, if any, to this MHS 37 Service Description.

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

See specific special project exhibits, if any, to this MHS 37 Service Description.

Even if the Financial Assistance Award awards funds for MHS 37 Services, OHA shall have no obligation to disburse any funds or provide financial assistance through this Agreement for any MHS 37 Services (even if funds therefore are disbursed to County) unless a corresponding special project exhibit describing the project is attached to this Service Description.

**EXHIBIT MHS 37 - Mental Health Promotion and Prevention
to MHS 37 Service Description
MHS Special Project**

1. Service Description

MHS 37-Mental Health Promotion and Prevention is focused on changing common influences on the development of individuals across their lifespan, reducing risk factors and increasing protective factors.

MHS 37-Mental Health Promotion and Prevention is designed to target universal, selected and indicated populations based on risk.

The focus of MHS 37-Mental Health Promotion and Prevention is on change for populations of individuals who have one or more personal or environmental characteristics in common.

2. Performance Requirements

County shall provide all MHS 37-Mental Health Promotion and Prevention Services provided with funds through this Agreement in accordance with its OHA Addictions and Mental Health approved plan for Mental Health Promotion and Prevention Project 2015-2017, which is hereby incorporated into this Agreement by this reference and can be located at <http://www.oregon.gov/oha/amh/Pages/contracts.aspx>.

3. Special Reporting Requirements

MHS 37-Mental Health Promotion and Prevention Service activity shall be captured by submitting semi-annual expenditure and service reports to OHA as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>. Reports shall be submitted electronically to amhcontract.administrator@state.or.us.

The reporting schedule for Service activities and expenditures is as follows during the term of this Agreement:

For Services Provided:	Report Due:
January 1 st through June 30 th	August 15 th
July 1 st through December 31 st	February 16 th

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

- a. Calculation of Financial Assistance: The funds awarded for MHS 37-Mental Health Promotion and Prevention Services are intended to be general financial assistance to County for MHS 37-Mental Health Promotion and Prevention Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 37-Mental Health Promotion and Prevention Services on a per unit basis, so long as the County offers and delivers MHS 37-Mental Health Promotion and Prevention Services as part of its CMHP. The total OHA financial

assistance for all MHS 37-Mental Health Promotion and Prevention Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for MHS 37-Mental Health Prevention and Promotion Services as specified in that line of the Financial Assistance Award.

- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for MHS 37-Mental Health Promotion and Prevention Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with Section 3., "Special Reporting Requirements" above;
 - (2) OHA may, upon written request of County, adjust monthly allotments; and
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 37-Mental Health Promotion and Prevention Services provided under that line of the Financial Assistance Award.
- c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 37-Mental Health Promotion and Prevention Services by County as part of its CMHP based on the delivery of MHS 37-Mental Health Promotion and Prevention Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

**Exhibit MHS 37-Peer Delivered Services (PDS)
to MHS 37 Special Projects Service Description**

1. Service Description

This MHS 37-Peer Delivered Services special project will assist the establishment or expansion of Peer Delivered Services in a specified geographic area for the period of this Agreement. Peer Delivered Services or “PDS” means an array of agency or community-based services and supports provided by peers, and peer support specialists, to individuals or family members with similar lived experience, that are designed to support the needs of individuals and families as applicable.

Peer support specialists are experientially credentialed individuals who have successfully engaged in their own personal recovery and demonstrate the core competencies for peer support specialists as defined by OHA’s Addictions and Mental Health Division (AMH). Peer support specialists shall deliver PDS under the supervision of a qualified Clinical Supervisor, and demonstrate completion of core curricula approved by OHA’s AMH including agreement with the ethics requirement.

2. Performance Requirements

County shall use the funds awarded through this Agreement for MHS 37-Peer Delivered Services special project to implement PDS in a manner that benefits individuals with mental health conditions.

3. Special Reporting Requirements

County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly reports within 45 calendar days following the end of each subject quarter during the period for which financial assistance is awarded through this Agreement. Quarterly reports must be prepared using forms and procedures prescribed by OHA and include the following information:

- a. Amount of funds spent as of the end of the reporting period;
- b. Description of PDS implementation progress, technical assistance needs, and any relevant implementation challenges;
- c. Number of individuals with mental health conditions who were trained or received PDS during the reporting period; and
- d. Outcome measures to include:
 - (1) Shortened psychiatric hospital stays or reduced admissions to the emergency department due to psychiatric crisis;
 - (2) Improved ability to work towards recovery or establish a recovery plan;
 - (3) Reduced crisis events;
 - (4) Improved quality of life as identified by the individuals receiving Services;

- (5) Increased ability to advocate for themselves; and
- (6) Increase in a social support system.

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

OHA provides financial assistance for MHS 37 - Peer Delivered Services through Part A awards. The Award is set forth in Exhibit C, "Financial Assistance Award", in MHS - 37 Peer Delivered Services lines in which column one will contain an "A" for Part A award.

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

- a. **Calculation of Financial Assistance:** The Part A awards for MHS 37 – Peer Delivered Services are intended to be general financial assistance to the County for MHS 37 – Peer Delivered Services. Accordingly, OHA will not track delivery of MHS 37 – Peer Delivered Services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. The total OHA financial assistance for all MHS 37 – Peer Delivered Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for MHS 37 - Peer Delivered Services as specified in that line of the Financial Assistance Award.
- b. **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for MHS 37 – Peer Delivered Services provided under a particular line of the Financial Assistance Award containing an "A" in column one to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments;
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 37 - Peer Delivered Services provided under that line of the Financial Assistance Award; and
 - (3) OHA is not obligated to provide financial assistance for any MHS 37 – Peer Delivered Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37 - Peer Delivered Services, or termination of County's obligation to include the Program Area in which MHS 37 – Peer Delivered Services fall in its CMHP.

- c. Agreement Settlement: Agreement Settlement will be used to confirm the implementation of MHS 37 – Peer Delivered Services based on the delivery of MHS 37 – Peer Delivered Services as properly reported in accordance with Section 3., “Special Reporting Requirements” above.

**Exhibit MHS 37-Parent Child Interaction Therapy (PCIT)
to MHS 37 Service Description
MHS Special Projects**

1. Service Description

MHS 37-Parent Child Interaction Therapy is intended to meet the goals of the Oregon Early Learning System as described in ORS 417.727 and to serve children ages 2 through 7 and their parents when the children have significant social, emotional or behavioral disorders. The funds provided through this Agreement for MHS 37-Parent Child Interaction Therapy are for the purpose of supporting the infrastructure in Parent Child Interaction Therapy (PCIT) or other OHA approved evidence based practice. Funding may also be used to serve children in this age group in need of these Mental Health Services who are not Medicaid eligible and who have no other resources to pay for services.

All Services delivered under this Agreement as part of this special project must:

- a. Be provided in a culturally competent manner, including sensitivity to family, language, race and ethnicity;
- b. Implement the evidence based practice PCIT in appropriate clinic space using appropriate PCIT tools, with fidelity review by OHA or an OHA approved entity, and provision of services to families;
- c. Demonstrate outreach to and access by identified ethnic, linguistic or cultural minorities; and
- d. Demonstrate collaboration with early learning hubs and other early childhood serving partners;

County shall work with OHA identified trainer(s) to certify two or more mental health clinicians in PCIT, and at least one of these clinicians shall be from an OHA identified ethnic, cultural or linguistic population, or have experience with the population.

2. Performance Requirements

Providers of MHS 37-Parent Child Interaction Therapy Services shall:

- a. Coordinate, collaborate, and otherwise participate actively in regularly scheduled meetings with the local Oregon Early Learning Systems, primary care service providers, and local referral sources for families with the empirically demonstrated risk factors that include:
 - (1) A combination of demographic, child, family, and environmental risks such as single parent; receiving public assistance; lack of employment, current education or job training; being a teen parent; or lack of school diploma or general equivalency diploma (GED);

- (2) Children with the known circumstances to place them at risk, including placement in foster care; having an incarcerated parent; or homelessness;
 - (3) Children whose parents have factors known to place children at risk, including parental mental health issues; depression; substance abuse; and domestic violence; and
 - (4) Other referral sources for families who are not eligible for Services through the Oregon Health Plan.
- b. Collaborate to develop and implement plans with members from an OHA identified cultural, ethnic or linguistic minority community and a family-run organization to link and retain family members from the OHA identified population and other appropriate groups with PCIT Services;
 - c. Provide planning, outreach and implementation of culturally, linguistically and ethnically appropriate PCIT Services;
 - d. Implement any necessary incentives to engage and maintain families in treatment;
 - e. Develop information and referral processes for family members to the local community support organizations;
 - f. Establish and maintain information pertinent to fidelity reviews including:
 - (1) Content and hours of clinician training, support and supervision. The training guidelines are disseminated by the National PCIT Training Committee and posted on the PCIT International website located at <http://pcit.php.ufl.edu>;
 - (2) Evidence of data-driven treatment decisions and the development of performance expectations through the use of the Eyberg Child Behavior Inventory, the Dyadic Parent-Child Interaction Coding System, and the Parenting Stress Index-Short Form;
 - (3) Use of current PCIT manuals and protocols for implementing the practice; and
 - (4) Developing and maintaining appropriate clinic space, one-way mirrors, equipment, and toys for the children.
 - g. Participate in one or more fidelity reviews by OHA or an OHA-approved external entity and implement required changes; and
 - h. Collaborate to develop an Annual Oregon PCIT conference, and support the implementation of state and local systems of care and other behavioral health cross systems projects.

3. **Special Reporting Requirements**

- a. Each Provider of MHS 37-Parent Child Interaction Therapy Services shall electronically submit to amhcontract.administrator@state.or.us written quarterly reports no later than 45 calendar days after the end of each subject quarter using forms and procedures prescribed by OHA.

Quarterly reports shall include the following:

- (1) Completion of the reporting form developed by OHA in conjunction with County PCIT Providers, that includes child, family and progress data;
 - (2) Narrative describing project accomplishments and challenges;
 - (3) Two case examples describing child behaviors, family challenges and changes accomplished through implementation of PCIT, and noteworthy skill development noticed by clinicians;
 - (4) Names of therapists in training and trained, including the following information:
 - (a) Identified ethnic, cultural or linguistic population, or those with experience with the population and other specialties;
 - (b) Therapists National Provider Identification (NPI) registry numbers and contact information; and
 - (c) Training dates.
 - (5) Annual budget expenditures.
- b. Providers shall prepare and submit electronically to amhcontract.administrator@state.or.us written annual summary reports of project accomplishments and challenges and a narrative interpretation of project data on outcomes, including fidelity review outcomes, no later than 45 calendar days after the end of each subject fiscal year using forms and procedures prescribed by OHA.
- c. All individuals receiving MHS 37-Parent Child Interaction Therapy with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 37-Parent Child Interaction Therapy Services through Part A awards. The award is set forth in Exhibit C, "Financial

Assistance Award”, in MHS 37-Parent Child Interaction Therapy lines in which column one will contain an “A” for Part A award.

- a. Calculation of Financial Assistance: The Part A awards for MHS 37-Parent Child Interaction Therapy Services are intended to be general financial assistance to the County for MHS 37-Parent Child Interaction Therapy Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 37-Parent Child Interaction Therapy Services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. The total OHA financial assistance for all MHS 37-Parent Child Interaction Therapy Services delivered under a particular line of Exhibit C, “Financial Assistance Award” containing an “A” in column one, shall not exceed the total funds awarded for MHS 37-Parent Child Interaction Therapy Services as specified in that line of the Financial Assistance Award.
- b. Disbursement of Funds: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award”, OHA will disburse the Part A awards for MHS 37-Parent Child Interaction Therapy Services delivered under a particular line of the Financial Assistance Award containing an “A” in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through the quarterly reports or failure to provide Services to fidelity in accordance with Section 3., “Special Reporting Requirements” above;
 - (2) OHA may, after 30 days (unless parties agree otherwise) written notice to County, adjust monthly allotments to meet cash flow requirements for continued delivery of MHS 37-Parent Child Interaction Therapy described herein;
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 37-Parent Child Interaction Services provided under that line of the Financial Assistance Award; and
 - (4) OHA is not obligated to provide financial assistance for any MHS 37-Parent Child Interaction Therapy Services not properly reported in accordance with Section 3., “Special Reporting Requirements” above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 37-Parent Child Interaction Services, or termination of County’s obligation to include the Program Area in which MHS 37-Parent Child Interaction Services fall in its CMHP.
- c. Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project described herein by County as part of its CMHP and satisfaction of the minimum performance requirements in accordance

with Section 2., "Performance Requirements" based on the delivery of MHS 37-Parent Child Interaction Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

**Exhibit MHS 37-Start-Up
to MHS 37 Service Description
MHS Special Project**

1. Service Description

The funds awarded for this special project MHS 37-Start-Up must be used for Start-Up activities as described in a special condition in Exhibit C, "Financial Assistance Award". For purposes of this special project description, Start-Up activities are activities necessary to begin, expand, or improve Mental Health Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded for MHS 37-Start-Up may not be used for real property improvements of \$5,000 and above. When OHA funds in the amount of \$5,000 and above are to be used for purchase or renovation of real property, County shall contact the Community Housing, Employment & Supports Unit of OHA and follow procedures as prescribed by that unit.

MHS 37-Start-Up funds are typically disbursed prior to initiation of Services and are used to cover approved allowable Start-Up expenditures as described in Exhibit J that will be needed to provide the Services planned and delivered at the specified site(s).

2. Performance Requirements

The funds awarded for MHS 37-Start-Up may be expended only in accordance with Exhibit J, "Start-Up Procedures", which is incorporated herein by this reference.

3. Special Reporting Requirements

- a. County shall prepare and electronically submit reports to OHA at amhcontract.administrator@state.or.us on the expenditure of the funds awarded for MHS 37-Start-Up and any special conditions which are specified in the Financial Assistance Award. The reports must be prepared in accordance with forms prescribed by OHA and procedures described in Exhibit J, "Start-Up Procedures"
- b. When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e. the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County shall forward a copy of the title registration

application showing OHA's Addictions and Mental Health Division as the security interest holder to OHA within five calendar days of the acquisition from the seller. File Security Interest Holder information with DMV as follows:

Oregon Health Authority
Addictions and Mental Health Division
Attention: Agreement Administrator
500 Summer Street NE, E86
Salem, Oregon 97301

Vehicles costing \$1,000 or more must be used to provide the Service for which OHA approved the Start-Up funds awarded. Dedicated use must continue for the useful life of the vehicle or five years, whichever is less.

The following steps describe the process for removal of liens:

- (1) To release a vehicle title on which OHA is listed security interest holder, County shall make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.
 - (2) If approved, the original title is signed off by OHA and forwarded to the County.
- c. The following circumstances require special written authorization from OHA prior to acquisition when using Start-Up funds awarded. These circumstances should be communicated to OHA within 14 calendar days of the anticipated acquisition date.
- (1) Acquisition of real property, vehicles, or capital items pursuant to a Lease;
 - (2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition;
 - (3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.
 - (4) A change in the intended use of Start-Up funds awarded or a change in the amount or date of anticipated acquisition indicated on County's request for disbursement of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

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

- a. **Financial Assistance Calculation:** OHA will provide financial assistance for MHS 37-Start-Up from funds identified in a particular line of Exhibit C, "Financial Assistance Award", in an amount equal to the amount requested on the Start-Up form submitted by County, subject to the requirements of Exhibit J, "Start-Up Procedures". The total OHA financial assistance for all MHS 37- Start-Up

activities described herein under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 37-Start-Up as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance:

- (1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the funds awarded for MHS 37-Start-Up in a particular line of the Financial Assistance Award after OHA's receipt, review, and approval of County's properly completed "Start-Up Request & Expenditure Form", as described in and in accordance with Exhibit J, "Start-Up Procedures".
 - (a) County shall keep a copy of all requests for payment using the Start-Up Request & Expenditure Form.
 - (b) County shall keep a copy of all expenditure reports for Start-Up Services using the Start-Up Request & Expenditure Form. County is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports, which must include the following
 - (i) The amount advanced;
 - (ii) The amount expended on each allowable category, and the amount expended on each item listed for items needing special written approval authorization; and
 - (iii) Copies of all Provider Contracts awarding Start-Up payments. Such Provider Contracts must require Providers to execute dedicated use contracts and other security documentation as required in this MHS 37-Start-Up Exhibit.
 - (c) Each County shall maintain supporting documentation for all expenditures (i.e., receipts).
- (2) OHA is not obligated to disburse any MHS 37-Start-Up expenditures that are not properly reported to OHA using forms prescribed by OHA and procedures contained in Exhibit J, "Start-Up Procedures" within 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37 Services, or termination of County's obligation to include the Program Area in which MHS 37 Services fall in its CMHP.
- (3) Funds will be awarded for actual allowable expenses up to the limit approved in the Start-Up & Expenditure Inventory Form.

- (4) After execution of the Agreement or any amendment(s) for Start-Up disbursements, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

c. Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 37-Start-Up and amounts due for MHS 37-Start-Up based on actual allowable expenditures incurred in accordance with this MHS 37-Start-Up Exhibit and Exhibit J, "Start-Up Procedures".

County shall submit all Start-Up Request & Expenditure Reports at the level of detail prescribed by OHA. Any reports not submitted by 30 calendar days after the expiration or termination date of this Agreement shall not be accepted or owed by OHA.

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up disbursements as follows:

- (1) Bill the County for subject re-payment;
- (2) Following 30 calendar days' non-response to the billing, initiate a payment reduction schedule against any current payments or advances being made to County; or
- (3) Take other action needed to obtain payment.

**Exhibit MHS 37-Supported Education Services
to MHS 37 Service Description
MHS Special Projects**

1. Service Description

Supported Education Services (MHS 37-Supported Education Services) is to help people with serious mental health illness meet their education and recovery goals to become gainfully employed through participation in an education program (i.e. Adult High School Diploma, GED program, or postsecondary education).

2. Performance Requirements

County shall use the funds provided through this Agreement for this special project to provide Supported Education Services to adults with serious mental health illness by adhering to the fidelity model. County shall provide such Services as follows:

- a. Provide Supported Education Services to a minimum of 20 individuals with serious mental health illness per quarter; and
- b. Place a minimum of 30% of the individuals identified in Paragraph 2.a. above in an educational setting.

County acknowledges that County's performance of the Services is essential to OHA's ability to conduct its duties.

3. Special Reporting Requirements

County shall electronically submit to amhcontract.administrator@state.or.us written quarterly summary reports on the delivery of MHS 37-Supported Education Services funded in whole or in part with funds provided through this Agreement no later than 45 calendar days following the end of each September, December, March, and June using forms and procedures prescribed by OHA.

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

OHA provides financial assistance for MHS 37-Supported Education Services through Part A awards. The Award is set forth in Exhibit C, "Financial Assistance Award", in MHS 37 lines in which column one will contain an "A" for Part A award.

The Part A awards will be calculated, disbursed, and settled as follows:

- a. Calculation of Financial Assistance: The Part A awards for this special project are intended to be general financial assistance to the County for the MHS 37-Supported Education Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 37-Supported Education Services or services capacity on a per unit basis except as necessary to verify that

the performance requirements set forth above have been met. The total OHA financial assistance for all MHS 37-Supported Education Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for MHS 37-Supported Education Services as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 37-Supported Education Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (1) OHA may, upon written request of County, adjust monthly allotments;
- (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 37-Supported Education Services provided under that line of the Financial Assistance Award; and
- (3) OHA is not obligated to provide financial assistance for any MHS 37-Supported Education Services that are not properly reported in accordance with section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37-Supported Education Services, or termination of County's obligation to include the Program Area in which MHS 37-Supported Education Services fall in its CMHP.

c. Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 37-Supported Education Services, under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, and satisfaction of the minimum Performance Requirements in accordance with Section 2., "Performance Requirements" above, based on data properly reported in accordance with Section 3., "Special Reporting Requirements".

**Exhibit MHS 37- Young Adult Hub Programs (YAHP)
to MHS 37 Special Projects Service Description
MHS Special Projects**

1. Service Description

Young Adult Hub Programs are an array of agency or community-based services and supports provided to young adults 14 through 24 years of age with mental health conditions who:

- a. have been chronically involved in state systems of mental health care and who are in need of intensive community supports; and
- b. whose mental health diagnosis is impacting their ability to be successful in age appropriate activities, or has led to interface with the criminal justice system, and
- c. are unlikely to access services through an outpatient program or are not clinically appropriate for other services such as Assertive Community Treatment or Early Assessment and Support Alliance services.

Young adults who are served in Psychiatric Residential Treatment Services, Secure Adolescent Inpatient Program, and Young Adults in Transition residential programs will be prioritized for admission to Young Adult Hub programming. This special project is for services such as outreach, engagement, and community supports. These services may be used to serve and support young adults who are not Medicaid eligible and who have no other resources to pay for services.

2. Performance Requirements

County shall use the funds awarded through this Agreement to implement the MHS 37-YAHP project to the target population described in Section 1, "Service Description" above for the following services:

- a. Provide outreach, engagement, recovery oriented, young adult centered planning and creation of social support systems;
- b. Provide peer support services that are provided by young adult peers, particularly for young adults who are disengaged or reluctant to access services;
- c. Once the young adult expresses interest in participating in MHS 37-YAHP services, County shall assist the young adult in accessing and maintaining resources that fit his or her goals. Such resources may include supported employment, housing, educational support, primary care, psychiatric services, addictions services, navigation of outside supports and services, and family finding through the use of a family finding service, among others.

- d. Because of the high number of homeless youth who identify as lesbian, gay, bisexual or transgender (LGBT), expertise with this population and connections to the LGBT resources will be a required component of MHS 37-YAHP services.
- e. YAHP sites are expected to participate in a YAHP Learning Collaborative in partnership with other YAHP partners around the state. Participation in this statewide learning collaborative may also require participation in training and technical assistance designated by OHA and endorsed by the YAHP Learning Collaborative.

A YAHP Learning Collaborative is representative of all of the YAHP sites and key partners gathering monthly to identify success and concerns, and with the primary goal of improving the services and the systems of care for Young Adults in Transition.

- f. YAHP services shall incorporate at least the philosophy and ideally the practice of the Transition to Independence Process (TIP) Model of support for Young Adults in Transition.

The TIP model is an evidence-supported practice based on published studies that demonstrate improvements in real-life outcomes for youth and young adults with emotional and behavioral difficulties. The TIP model is operationalized through seven guidelines that drive practice-level activities with young people and provide a framework for program and community systems to support, facilitate, and sustain this effort (Clark & Foster-Johnson, 1996; Clark, Deschenes, & Jones, 2000; Clark & Unruh, 2009). Please refer to the TIP model guidelines as follows:

- (1) Engage young people through relationship development, person-centered planning, and a focus on their futures.
- (2) Tailor services and supports to be accessible, coordinated, appealing, non-stigmatizing, and developmentally-appropriate and building on strengths to enable the young people to pursue their goals across relevant transition domains.
- (3) Acknowledge and develop personal choice and social responsibility with young people.
- (4) Ensure a safety net of support by involving a young person's parents, family members, and other informal and formal key players.
- (5) Enhance young persons' competencies to assist them in achieving greater self-sufficiency and confidence.
- (6) Maintain an outcome focus in the Young Adult Hub Program at the young person, program, and community levels,
- (7) Involve young people, parents, and other community partners in the services and the system at the practice, program, and community levels.

3. **Special Reporting Requirements**

- a. Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly reports no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Each quarterly report shall provide the following information for each subject quarter:

- (1) Number of young adults served and their demographic information;
 - (2) Levels of utilization of the TIP model within the program;
 - (3) Measure outcomes on the young adults prior to admission in the YAHP program, quarterly, and upon discharge in order to determine whether there is an increase or decrease in the following domains:
 - (a) Employment and career;
 - (b) Education;
 - (c) Living situation;
 - (d) Personal effectiveness and wellbeing;
 - (e) Community and life functioning; and
 - (f) Reduction in acute care services.
- b. Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us a written summary report for the entire term of this Agreement, no later than 45 calendar days following the expiration date of this Agreement for which financial assistance is awarded.
- c. All individuals receiving MHS 37-Young Adult Hub Programs services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, as it may be revised from time to time.

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

- a. OHA provides financial assistance for MHS 37-YAHP services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award", in MHS 37-YAHP lines in which column one will contain an "A" for Part award.
- (1) The Part A awards will be calculated, disbursed, and settled as follows:

- (a) Calculation of Financial Assistance: The Part A awards for MHS 37-YAHP are intended to be general financial assistance to the County for this special project with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 37-YAHP services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above and the utilization requirements as set forth in the special condition specified as identified in that line of Exhibit C, "Financial Assistance Award", have been met. The total OHA financial assistance for all MHS 37-YAHP services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for this special project as specified in that line of the Financial Assistance Award.
- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards MHS 37-YAHP services provided under a particular line of the Financial Assistance Award containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (a) OHA may, upon written request of County, adjust monthly allotments;
- (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 37-YAHP services provided under that line of the Financial Assistance Award;
- (c) OHA may, after 30 days (unless parties agree otherwise) written notice to County, suspend future monthly allotments pending receipt of complete and accurate quarterly reports in accordance with Section 3., "Special Reporting Requirements" and acceptable progress toward the utilization requirements as set forth in a special condition on that line of Exhibit C, "Financial Assistance Award";
- (d) OHA reserves the right to reduce funding for MHS 37-YAHP services based on progress toward project implementation and number of individuals served as reported in accordance with Section 3., "Special Reporting Requirements" above; and
- (e) OHA is not obligated to provide financial assistance for any MHS 37-YAHP services delivered to individuals who are not properly

reported in accordance with section 3., “Special Reporting Requirements” above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 37YAHPservices, or termination of County’s obligation to include the Program Area in which MHS 37YAHPservices fall in its CMHP.

- (3) Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project as described herein based on data properly in accordance with section 3., “Special Reporting Requirements” above.

**Exhibit MHS 37 - Community Behavioral and Mental Health Services
to MHS 37 Service Description
MHS Special Projects**

1. Service Description

Promotion, prevention, early identification and intervention of conditions that lead to behavioral and mental health conditions represent the array of interventions supported by this special project. This focus will lead to improved outcomes and enhanced healthcare experiences for individuals as well as reduce overall expenditures.

County will have the flexibility to allocate the funds to meet community needs and statutory requirements. Clinical interventions and support services provided to any individual enrolled in the Oregon Health Plan (OHP) who is covered for these services and for which the CCO or Medical Assistance Programs (MAP) pays for these services are not eligible for Services under this special project.

Based upon the source of the funds shown in Exhibit C, "Financial Assistance Award", County shall prioritize persons to be served in accordance with ORS 430.644, federal Mental Health grants, and OAR 309-019-0135.

County shall establish and maintain a structure for meaningful system design and oversight that includes involvement by individuals and families across all ages that have or are receiving Mental Health Services.

System design and oversight structure must include:

- a. Planning;
- b. Implementation;
- c. Monitoring;
- d. Evaluation of Services and supports; and
- e. Involvement in activities that focus on:
 - (1) Resource allocation;
 - (2) Outcomes;
 - (3) Quality improvement; and
 - (4) Advisory councils.

2. Performance Requirements

- a. Definitions: as used in this special project, the following words shall have the indicated meaning:

- (1) “Severe and Persistent Mental Illness” or “SPMI means individuals, age 18 or older, with diagnostic profiles as described below:
 - (a) Schizophrenia and Other Psychotic Disorders: diagnosis codes 295.xx – 297.3 – 298.8 – 298.9 Major Depression and Bi-Polar Disorder: diagnosis code 296.xx Anxiety Disorders: diagnosis codes 300.3 – 309.81 Schizotypal Personality Disorder: diagnosis code 301.20 Borderline Personality Disorder: diagnosis code 301.83; or
 - (b) The individual has one or more mental illnesses recognized by the Diagnostic and Statistical Manual of Mental Disorders, 4th Edition, excluding substance abuse and addiction disorders, and a Global Assessment of Functioning score of 40 or less, that results from such illnesses.
 - (2) “Individualized Placement and Support Framework” or “IPS Framework” means an evidence-based practice focused on supported employment and which has its own fidelity indicators.
 - (3) “Psychosis Risk Syndrome” means a state of heightened risk for development of acute psychosis involving symptoms consistent with psychosis but with preserved insight. Assessment of Psychosis Risk Syndrome requires completion of the Structured Interview for Psychosis Risk Syndromes by a qualified mental health provider certified in the use of the tool.
- b. County shall provide the following Services, subject to availability of funds. Services may be reduced commensurate with reductions in funding by OHA:
- (1) Behavioral Health Promotion and Prevention:
 - (a) Behavioral Health Promotion and Prevention is distinct from treatment.
 - (b) Behavioral Health Promotion and Prevention is focused on changing common influences on the development of individuals across their lifespan, reducing risk factors, and increasing protective factors.
 - (c) Behavioral Health Promotion and Prevention is designed to target universal, selected and indicated populations based on risk.
 - (d) Behavioral Health Promotion and Prevention must incorporate the Strategic Prevention Framework (SPF) promoted by the Substance Abuse and Mental Health Services Administration (SAMHSA) (www.samhsa.gov). The SPF provides an effective, comprehensive prevention process and a common set of goals to be adopted and integrated at all levels. This process is built upon state and local data assessment, building capacity, development of a

comprehensive strategic plan, implementation of evidence-based strategies, and evaluation of work.

- (e) The SPF takes a public health approach to prevent community problems. The focus is on change for entire populations, collections of individuals, who have one or more personal or environmental characteristics in common. Population-based public health considers an entire range of factors that determine health.
 - (f) The SPF strives to infuse data in decisions made across all steps. Deliberate processes to collect, analyze, interpret, and apply lessons from data will drive state prevention efforts.
- (2) Outreach (Case Finding), Early Identification and Screening, Assessment and Diagnosis:
- (a) Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate services.
 - (b) Early Identification and Screening: Conduct periodic and systematic methods that identify individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in County's 2015-2017 Plan or RHIP.
 - (c) Assessment and Diagnosis: Perform multidimensional biopsychosocial assessment as appropriate in accordance with OAR 309-019-0135 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions.
 - i. Use standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture and language.
 - ii. Apply OHA approved, standardized level of care tools for individuals with severe and persistent mental illness at intervals prescribed by OHA.
 - iii. Apply OHA approved, standardized level of service intensity determination tools at a frequency prescribed by OHA for children receiving Intensive Community-Based Treatment and Support Services or Intensive Treatment Services.
 - iv. Identify individuals who need intensive care coordination.

- (3) Initiation and Engagement: Promote initiation and engagement of individuals receiving services and supports which may include but are not limited to:
- (a) Brief motivational counseling; and
 - (b) Supportive services to facilitate participation in ongoing treatment.
- (4) Therapeutic Interventions:
- (a) General Community Based Services which may include:
 - i. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the individual;
 - ii. General outpatient services;
 - iii. Medication Management for mental health disorders;
 - iv. Meaningful individual and family involvement; and
 - v. Services provided by peers. The County is required to make available services and supports delivered by peers. If the County lacks these services and supports, the County is encouraged to develop a plan to expand the array of services and supports provided by peers in a manner that is consistent with their Plan or RHIP and in consultation with OHA.
 - (b) Provide crisis services including but not limited to 24 hours a day, seven days a week screening to determine the need for immediate services for any individual requesting assistance or for whom assistance is requested.
 - (c) Provide mobile crisis services, which are crisis services delivered in a person's home, a public setting, in a school, in a residential program, or in a hospital to enhance community integration.
Mobile crisis services may include:
 - i. Mental health crisis assessment;
 - ii. Brief crisis intervention;
 - iii. Assistance with placement in crisis respite or residential services;
 - iv. Initiation of civil commitment process if applicable;
 - v. Assistance with hospital placement; and
 - vi. Connecting individual with ongoing services and supports.
 - (d) Provide pre-commitment services, which includes but is not limited to, the following:

- i. Pre-commitment investigation;
 - ii. Treatment planning and referral; and
 - iii. Adherence to the individual's rights through all legal proceedings.
- (e) Provide Acute Care Services in accordance with ORS 430.630 and ORS 426.241. Except as provided by ORS 426.241(1), which states that "[t]he county is responsible for the cost when state funds available therefore are exhausted," County need only provide services up to the funding amount outlined in the document found at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.
- Acute Care Services shall be provided to:
- i. An individual in need of emergency hold services under ORS 426.232 and ORS 426.233.
 - ii. An individual committed to the Oregon Health Authority under ORS 426.130.
 - iii. An individual voluntarily seeking crisis services provided that service capacity is available and the individual satisfies one or more of the following criteria:
 - A. The individual is at high risk for an emergency hold or civil commitment without voluntary inpatient psychiatric services; or
 - B. The individual has a history of psychiatric hospitalization and is beginning to decompensate and for whom a short period of inpatient psychiatric treatment may provide stabilization; or
 - C. The individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.
- (f) Provide Secured Transport.
- (g) Provide Supported Employment (SE) services in a manner that is consistent with fidelity standards established in OAR 410-172-0440 through 410-172-0510 and is consistent with County's Plan or RHIP. If County lacks qualified Providers to deliver SE services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for individuals to access SE services. The SE services must be provided by Providers meeting the SE services fidelity scale standards located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

- (h) Provide Assertive Community Treatment (ACT) services in a manner that is consistent with fidelity standards established in OAR 410-172-0480 through 410-172-0510 and is consistent with County's Plan or RHIP. If County lacks qualified Providers to deliver ACT services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for individuals to access ACT services. The ACT services must be provided by Providers meeting ACT fidelity scale standards located at <http://www.oregon.gov/OHA/amb/Pages/reporting-reqs.aspx>.
- (i) Provide Early Assessment and Support Alliance (EASA) services in a manner that is consistent with fidelity standards established by OHA, the County's Plan or RHIP, and which incorporate the following:
 - i. Assess individuals to determine if EASA services and supports are appropriate;
 - ii. Provide services with the individual's engagement and choice;
 - iii. EASA services are to be provided to targeted young adults aged 15 through 24 whom:
 - A. Have an IQ of 70 or above;
 - B. Have not received treatment for a psychotic illness prior to the last 12 months or for whom the duration of symptoms has not been longer than 12 months; and
 - C. Have Psychosis Risk Syndrome or psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.

EASA services shall also include:

- iv. Rapid access to psychiatric and counseling services;
- v. Education about causes, treatment, and management of psychosis;
- vi. Coaching on rights regarding access to employment, school, housing, and additional resources;
- vii. Family psycho-education and support groups;
- viii. Support for vocational education and independent living goals consistent with IPS framework;
- ix. Access to local teams including licensed medical professionals (psychiatrists or psychiatric nurse

- practitioners), clinical case managers, supported employment specialists, and occupational therapists; and
- x. Peer support and meaningful young adult engagement in program, community, and leadership activities as an EASA program component.

The assessment for EASA services and supports must be provided by Providers that meet fidelity standards located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>. If the County lacks qualified Providers to deliver EASA services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for individuals to access EASA services.

- (j) Provide pre-booking and post-booking jail diversion services that increase interaction with justice-involved individuals with SPMI that results in the reduction or avoidance of jail time through the availability of alternative community based services, programs, or treatment approaches.
 - i. Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers as evidenced by formal written agreements. Provide copies of formal written agreement to OHA upon request.
 - ii. Create opportunities for individuals to access housing in addition to vocational and educational services.
 - iii. Provide support services to prevent or curtail relapses and other crises.
 - iv. Assist individuals to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations.
 - v. Promote peer support and the social inclusion of individuals with, or in recovery from, mental and substance use disorders in the community.

(5) Continuity of Care and Recovery Management:

- (a) Continuity of Care:
 - i. Coordinate and facilitate access to appropriate housing services and community supports in the individual's community of choice.
 - ii. Facilitate access to appropriate levels of care and coordinate management of services and supports based on the individual's needs in their community of choice.

- iii. Facilitate access to services and supports provided in the community and in the individual's home that are designed to assist children and adults with mental health disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed.
- iv. Coordinate with other agencies to provide intensive care coordination sufficient to help individuals prevent placement in a more restrictive level of care and to be successfully served in their community of choice.

(b) **Recovery Management:**

- i. Peer recovery support services.
- ii. Continuous case management.
- iii. Monitoring of conditions and ongoing recovery and stabilization.
- iv. Individual and family engagement.
- v. Develop transition plans that address individual needs and goals.

c. **Performance Standards and Quality Measures:**

- (1) A Provider delivering Services with funds provided through this Agreement may not use MHS 37-Community Behavioral and Mental Health Services funding to deliver covered Services to any individual enrolled in the Oregon Health Plan.
- (2) The quality of MHS 37-Community Behavioral and Mental Health Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. These criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded. County shall develop and implement quality assurance and quality improvement processes to improve, progressively as measured by the criteria set forth below, the quality of MHS 37-Community Behavioral and Mental Health Services provided under this Agreement. OHA may provide performance incentive funds to some or all of these standards and measures. OHA may recommend additional actions to improve quality.
 - (a) **Access:** Access is measured by OHA as the percentage of County residents estimated by surveys OHA relies upon to determine treatment need who are enrolled in MHS 37-Community Behavioral and Mental Health Services with the exception of prevention and promotion. This measure applies to all domains;

mental health, problem gambling, and substance use disorder services.

- (b) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of individuals served within 14 calendar days of the original assessment, also known as the index date. The index date is a start date with no services in the prior 60 calendar days. This measure applies to all domains; mental health, problem gambling, and substance use disorder services.
- (c) **Treatment Service Retention:** Treatment service retention is measured as the percentage of individuals engaged in and receiving MHS 37-Community Behavioral and Mental Health Services (excluding prevention and promotion) with funds provided through this Agreement who are actively engaged in services for 90 calendar days or more. This measure applies to all domains; mental health, problem gambling, and substance use disorder services.
- (d) **Reduced Use:** Reduced use is measured as the percentage of individuals engaged in and receiving substance use disorder services with funds provided through this Agreement who reduce their use of alcohol or other drugs during treatment/services, as reported in MOTS upon planned interruption in services or a 90 calendar day retention, whichever comes first. This measure applies to substance use disorder services only.
- (e) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of individuals with a follow-up visit within seven calendar days after: (1) hospitalization for mental illness; or (2) any facility-based service defined as residential. This measure applies to all domains; mental health, problem gambling, and substance use disorder services.
- (f) **Hospital and Facility-Based Readmission Rates:** Hospital and facility-based readmission rates are measured by the number of individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges. This measure applies to all domains; mental health, problem gambling, and substance use disorder services.
- (g) **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with a child (or multiple children) against the number of parents served who had children in an out-of-home placement or foster care due to child welfare involvement. This measure applies to substance use disorder services only.
- (h) **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** Four

functional outcome measures will be monitored by OHA and reported to the County as follows:

- i. **Housing Status:** If improved housing status is established as a goal of treatment and services or a person is homeless or in a licensed care facility, this measure will be monitored. The measure is defined as the number of individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of individuals with a goal to improve housing.
- ii. **Employment Status:** If employment is a goal of treatment and services, this measure will be monitored. This measure is defined as the number of individuals who become employed as indicated by a change in employment status against the number of individuals with a goal of becoming employed.
- iii. **School Performance:** If improved school attendance is a goal of treatment and services, this measure will be monitored. The measure is defined as the number of individuals who improve attendance in school while in active treatment against the total number of individuals with a goal of improved attendance.
- iv. **Criminal Justice Involvement:** This measure will be monitored by OHA for individuals referred by the justice system. The measure is defined as the number of individuals who were not arrested after an episode of active treatment or two consecutive quarters (whichever comes first) against the number of individuals referred by the justice system.
- v. **Average Daily Population (ADP) in State Hospital:** This measure is defined as staying at or below a target ADP of individuals for which the County is responsible for in the state hospital psychiatric recovery program. This measure is calculated on a rolling three-year share of County civil commitments and share of the adult population. This measure applies only to Mental Health Services.
- vi. **Average Length of Stay on the Oregon State Hospital (OSH) Ready to Transition List:** OHA will monitor the average length of stay on the OSH ready to transition list at or below a pre-determined target for each county. The measure will be calculated based upon the number of people who exceed the target length of stay against the number of people placed on the OSH ready to transition list. This measure applies only to Mental Health Services.

3. Special Reporting Requirements

- a. During the term of this Agreement, every 6 months that MHS 37-Community Behavioral and Mental Health Services funds are provided through this Agreement, OHA will reconcile the funds with all required reporting per month during that time period. OHA may, at its discretion, reduce funding based on missing reporting requirements in accordance with Section 4., “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” Subsection a.(2)(b). If County submits those missing reports, OHA may add back the funding that was reduced through an amendment.
- b. Supported Employment Services: Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly summary reports on the delivery of SE services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- c. Assertive Community Treatment Services:
 - (1) Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly summary reports on the delivery of ACT services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Each quarterly report shall provide the following information per month for each subject quarter:

- (a) Number of individuals served;
 - (b) Length of stay on ACT team;
 - (c) Percent of individuals who are homeless at any point during the quarter;
 - (d) Percent of individuals with stable housing;
 - (e) Percent of individuals who used the emergency room during the quarter for a mental health reason;
 - (f) Percent of individuals hospitalized in OSH or in an acute psychiatric facility during the quarter;
 - (g) Percentage of employed individuals during the quarter; and
 - (h) Percentage of individuals in jail at any point during the quarter.
- d. EASA Services:
 - (1) Counties providing EASA services directly to individuals shall submit data as specified by OHA in writing directly to the EASA Center for Excellence during the time those individuals are being served.

- (2) Counties in the implementation phase shall develop in conjunction with OHA quarterly reports that describe progress made in implementing EASA Services to include staff hired and trained, community outreach efforts, and expected start date of service provision. Quarterly reports shall be electronically submitted to amhcontract.administrator@state.or.us no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us written annual summary reports of project accomplishments and challenges and a narrative interpretation of project data on outcomes, including fidelity review outcomes no later than 45 calendar days following each June 30th during the term of this Agreement.

e. Jail Diversion Services:

Using forms and procedures prescribed by OHA, County shall prepare and electronically submit the following reports to OHA at amhcontract.administrator@state.or.us:

- (1) Report the total number of individuals that received services through this Agreement that were designated as pre-booking or post-booking diversion. Break out the following information:
 - (a) The individuals that received services designated as pre-booking diversion. Include first and last name, date of birth, MOTS identification number, the individual's Medicaid ID number, and Provider Medicaid ID number; and
 - (b) The individuals arrested that received services designated as post-booking diversion. Include first and last name, date of birth, MOTS identification number, the individual's Medicaid ID number, and Provider Medicaid ID number.
- (2) Report the number of individuals that received crisis consultations provided by mental health staff in pre-booking diversion.
- (3) Report the number of incidences where charges were dismissed or dropped as a result of jail diversion services.
- (4) Report the individuals that were diverted from OSH for Aid and Assist evaluation and restoration services as defined in ORS 161.370.
- (5) Report the charges for which individuals were arrested that received jail diversion services.
- (6) Provide a description of jail diversion services that individuals received in the current reporting period.
- (7) Provide a detailed description of any jail diversion service(s) created prior to the current reporting period.

- (8) Provide information regarding any activities related to jail diversion that involved law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.

The reporting schedule for jail diversion services is as follows during the term of this Agreement:

For jail diversion services provided:	Reports due:
July 1 st through September 30 th	November 14 th
October 1 st through December 31 st	February 14 th
January 1 st through March 31 st	May 15 th
April 1 st through June 30 th	August 14 th

g. Data Reporting:

- (1) All individuals receiving MHS 37-Community Behavioral and Mental Health Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at:
<http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>.
- (2) If the Services are provided in a designated psychiatric acute care setting, the Services must be reported in Oregon Patient and Resident Care System (OP/RCS) by the hospital providing the Service, as specified in the OP/RCS Manual located at
<http://www.oregon.gov/oha/amh/Pages/Data-Systems.aspx>.
- (3) Mental Health Promotion and Prevention service activity shall be captured by submitting quarterly expenditure and service reports to OHA subject to this Special Project as indicated at
<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.
- (4) County shall submit a narrative that addresses the following:
- (a) Utilization of existing Services and programs;
 - (b) Innovative strategies, programs or Services which have been implemented;
 - (c) Strategies, programs, or Services that are being planned;
 - (d) Barriers experienced when planning, implementing, or providing Services or programs; and
 - (e) Analyzing the Service data they have reported.
- (5) If applicable, electronically submit to OHA at amhcontract.administrator@state.or.us the reports for child and adolescent Mental Health Services provided with funds through this Agreement that must:

- (a) comply with Level of Service Intensity Determination Data located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>, or
- (b) comply with Integrated Service Array (ISA) Progress Review Report located at:
<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

The reporting schedule during the term of this Agreement is as follows:

Claims paid data for:	Reports due:
July 1 st through December 31 st	February 14 th
January 1 st through June 30 th	August 15 th

h. Financial Reporting:

- (1) County shall submit financial reports as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.
- (2) The reporting schedule for financial reporting during the term of this Agreement is as follows:

Data for:	Reports due:
July 1 st through December 31 st	February 14 th
January 1 st through June 30 th	August 14 th

4. **Financial Assistance Calculation, Disbursement, & Agreement Settlement Procedures**

OHA provides financial assistance for MHS 37-Community Behavioral and Mental Health Services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award", in MHS 37-Community Behavioral and Mental Health Services lines in which column one will contain an "A" for Part A award.

- a. The Part A awards will be calculated, disbursed, and settled as follows:
 - (1) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 37-Community Behavioral and Mental Health Services provided under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, from funds identified in that line in an amount equal to the amount set forth in that line of the Financial Assistance Award. The total OHA financial assistance for this special project delivered under a particular line of the Financial Assistance Award containing an "A" in column one, shall not exceed the total funds awarded for this special project as specified in that line of the Financial Assistance Award.

- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award”, OHA will disburse the funds awarded for this special project on a particular line of Exhibit C, “Financial Assistance Award” containing an “A” in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for this special project in that line of the Financial Assistance Award; and
 - (b) OHA may reduce the financial assistance for MHS 37 Services delivered under a particular line of Exhibit C, “Financial Assistance Award” by the amount of one month’s funding per month with missing reporting requirements in accordance with Section 3., “Special Reporting Requirements.” Upon County submission of missing reports, OHA may restore the month of funding that was removed through an Agreement Amendment.
- (3) Agreement Settlement: Agreement Settlement will be used to confirm Services were provided to priority populations, County service delivery is consistent with County’s Plan or RHIP, and County complied with specific funding stream requirements based on data properly reported as required in accordance with Section 3., “Special Reporting Requirements” above.

b. The performance payment funds will be calculated and disbursed as follows:

- (1) Calculation of Performance Funds: OHA will provide performance funds, (as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>), as specified in the Special Condition set forth in that line of Exhibit C, “Financial Assistance Award”. OHA will work with County to make performance funds operational as they relate to one or more of the performance and quality measures referenced above in Section 2.c. The first year of this Agreement will be used for establishing baseline measures.
- (2) Disbursement of Performance Funds: OHA will disburse the performance funds awarded for this special project in a particular line of Exhibit C, “Financial Assistance Award”, to County in a one-time payment during the period specified in that line of the Financial Assistance Award.

**Exhibit MHS 37-School-Based Mental Health Services
to MHS 37 Service Description
MHS Special Projects**

1. Service Description

This special project is known as the School-Based Mental Health project. Through the use of compiled data, OHA has identified schools with students who have a high unmet mental health need and high reports of mental health symptoms and risk factors. County shall provide MHS 37-School-Based Mental Health Services to the identified schools.

2. Performance Requirements

Providers of MHS 37-School-Based Mental Health Services will provide either mental health care coordination or school-based direct clinical services or both, depending on the needs of the community, as follows:

- a. Provide care coordination for youth referred due to truancy, behavioral issues, or symptoms of mental illness. Meet with the student and family to complete a behavioral health risk assessment and facilitate access to appropriate mental health, medical services, and other needed resources in the community.
- b. Provide school-based clinical services for rapid and easily accessible mental health treatment, facilitate mental health wellness groups, or provision of other clinical services as needed with the school.

Through collaboration with the school, ensure that there is an easily accessible integrated mechanism for children and adolescents to report incidents of violence or plans by other children, adolescents, or adults to commit violence.

Provider shall ensure that the identified clinicians providing MHS 37-School-Based Mental Health Services are trained in suicide intervention and prevention such as Applied Suicide Intervention Training (ASIST).

If County lacks qualified Providers to deliver MHS 37-School-Based Mental Health Services, County shall implement a plan for the provision of services in consultation with OHA.

If County would like to provide services to other schools in addition to the identified schools, they may negotiate this with OHA.

If schools identified as having students with a high unmet mental health need decline services, OHA reserves the right to reduce funding based on inability of County to deliver MHS 37-School-Based Mental Health Services to identified schools.

These funds support mental health clinicians to be located in the school for the purpose of outreach, engagement and consultation with school personnel. Medicaid billable services must be paid for by Medicaid. Funding may be used to serve children experiencing acute psychiatric distress and who are not Medicaid eligible and who have no other resources to pay for the Services.

3. Special Reporting Requirements

- a. All individuals receiving MHS 37-School-Based Mental Health Services with funds provided through this Agreement must be enrolled and that individual’s record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/oha/amb/mots/Pages/resource.aspx>, as it may be revised from time to time.
- b. Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us, written reports no later than 45 calendar days following the end of each service period as shown below for which financial assistance is awarded through this Agreement.

Each written report shall include:

- (1) A summary of number of clients served, project accomplishments, and challenges;
- (2) The names and National Provider Index numbers of each Provider designated to provide the MHS 37-School-Based Mental Health Services; and
- (3) A list of Oregon Health Plan client IDs of youth served through this special project.

The reporting schedule for is as follows during the term of this Agreement:

For Services provided:	Report due:
July 1 st through September 30 th	November 14 th
October 1 st through December 31 st	February 14 th
January 1 st through March 31 st	May 15 th
April 1 st through June 30 th	August 14 th

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

OHA provides financial assistance for MHS 37-School-Based Mental Health Services through Part A awards. The award is set forth in Exhibit C, “Financial Assistance Award”, in MHS 37-School-Based Mental Health Services lines in which column one will contain an “A” for Part A award.

- a. The Part A awards will be calculated, disbursed, and settled as follows:
 - (1) Calculation of Financial Assistance: The Part A awards for MHS-37 School-Based Mental Health Services are intended to be general financial assistance to the County for this special project with funds provided

through this Agreement. Accordingly, OHA will not track delivery of MHS 37-School-Based Mental Health Services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. The total OHA financial assistance for all MHS 37-School-Based Mental Health Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for this special project as specified in that line of the Financial Assistance Award;

- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 37-School-Based Mental Health Services provided under a particular line of the Financial Assistance Award, containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for this special project on that line of the Financial Assistance Award; and
 - (c) OHA is not obligated to provide financial assistance for any MHS 37-School-Based Mental Health Services that are not properly reported in accordance with section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37-School-Based Mental Health Services, or termination of County's obligation to include the Program Area in which MHS 37-School-Based Mental Health Services fall in its CMHP.
- (3) Agreement Settlement: Agreement Settlement will be used to confirm implementation of this special project as described herein based on data as properly reported in accordance with section 3., "Special Reporting Requirements" above, and demonstration of designation of appropriate personnel to this special project.

**Exhibit MHS 37 - Mental Health Supported Housing and Rental Assistance Services to
MHS 37 Service Description
MHS Special Project**

1. Service Description

Supported Housing Services allow individuals to live as independently as possible in the community and to access the appropriate support services on a voluntary basis.

Rental Assistance Services (RAS) are intended to assist individuals who are 18 years of age or older with Serious Mental Illness (SMI), as defined in OAR 309-032-0311(17), and who meet at least one of the following criteria in paying for rental housing:

- a. Transitioning from the Oregon State Hospital;
- b. Transitioning from a licensed residential setting;
- c. Without supported housing are at risk of reentering a licensed residential or hospital setting. For purposes of this special project, supported housing is a combination of financial assistance and supportive services that allows an individual to live as independently as possible in their own home;
- d. Homeless as defined in 42 U.S.C. § 11302; or
- e. At risk of being homeless.

2. Performance Requirements

a. Supported Housing Services:

Supported Housing Services include the funding for a residential specialist position and a peer support specialist position. For purposes of this special project, the residential and peer support specialist positions shall be responsible for coordinating the program components such as application process, finding a rental unit, and payments to the landlord; the support service components including, but not limited to, financial budgeting, community navigation, and maintaining healthy relationships which supports individuals in their ability to live as independently as possible in the community. These funds shall not be used to fund any other county position.

b. Rental Assistance Services:

- (1) Rental assistance payments per individual shall not exceed \$500 per month. Payments for rental assistance made on behalf of individuals cover payment to landlords or specific vendors for a portion of the monthly rent, or payment to specific vendors for resident utility expenses.

- (2) Move-in expense payments per individual shall not exceed \$1000. Payments for move-in costs may include cleaning and security deposits, pet deposits, and outstanding utility bills.
- (3) County shall annually inspect or have inspected rental housing units subject to this special project to assure unit passes the criteria outlined in the OHA approved Housing Condition Checklist located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

c. Targeted outcomes include:

- (1) Decreasing the Oregon State Hospital readmission rate;
- (2) Decreasing length of stay in structured residential housing;
- (3) Increasing number of civilly committed and Psychiatric Security Review Board clients transitioning to independent living.
- (4) Increasing the number of individuals with SMI living in supported, permanent, and integrated housing; and
- (5) Increasing the length of tenancy of individuals with SMI living in supported, permanent, and integrated housing.

d. Administrative Costs:

Administrative costs shall not exceed 15% of total operating budget. Eligible Administrative costs include:

- (1) Payment for RAS data collection and documentation of service delivery in compliance with state and federal requirements; and
- (2) Payment for housing inspection services, accounting services, computer upgrades, supervision of program staff, expenses associated with program office space, etc.

e. Utilization: Utilization requirements for RAS Providers will be identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award".

3. Special Reporting Requirements

- a. For each calendar quarter (or portion thereof) during the period for which financial assistance is awarded under this Agreement for MHS 37- Mental Health Supported Housing and Rental Assistance Services, the County shall electronically submit to amhcontract.administrator@state.or.us written quarterly reports on the delivery of MHS 37- Mental Health Supported Housing and Rental Assistance Services no later than 45 calendar days after the end of each subject quarter using forms and procedures prescribed by OHA.

Quarterly reports shall include the following information:

- (1) How many units are occupied on a monthly basis;
 - (2) How many months the resident occupied the unit;
 - (3) Why the resident vacated the unit:
 - (a) Moved to another apartment, remained in the program;
 - (b) Landlord eviction, if so why;
 - (c) Resident gave 30-day notice, if so why;
 - (4) What Services the residents are participating in the most;
 - (5) What the biggest barriers are to resident participation in Services; and
 - (6) How many individuals were not able to secure a rental unit and the reason(s) why that occurred:
 - (a) Unable to afford, even with rental assistance;
 - (b) Lack of available units;
 - (c) Criminal record;
 - (d) Credit history; or
 - (e) Unknown
- b. All individuals receiving MHS 37- Mental Health Supported Housing and Rental Assistance Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, as it may be revised from time to time.

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

- a. Calculation of Financial Assistance. OHA will provide financial assistance for MHS 37 – Mental Health Supported Housing and Rental Assistance Services provided under a particular line of Exhibit C, “Financial Assistance Award” containing an “A” in column one from funds identified in that line in an amount equal to the amount of cash assistance actually paid by County on behalf of the individuals for Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 37- Mental Health Supported Housing and Rental Assistance Services delivered under a particular line of the Financial Assistance Award containing an “A” in column one, shall not exceed the total funds awarded for MHS 37- Mental Health Supported Housing and

Rental Assistance Services as specified in that line of the Financial Assistance Award.

- b. Disbursement of Financial Assistance. Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 37 - Mental Health Supported Housing and Rental Assistance Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other required reports in accordance with Section 3., "Special Reporting Requirements" above;
 - (2) OHA may, upon written request of County, adjust monthly allotments;
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 37- Mental Health Supported Housing and Rental Assistance Services provided under that line of the Financial Assistance Award; and
 - (4) OHA is not obligated to provide financial assistance for any MHS 37 - Mental Health Supported Housing and Rental Assistance Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37 - Mental Health Supported Housing and Rental Assistance Services, or termination of County's obligation to include the Program Area in which MHS 37 - Mental Health Supported Housing and Rental Assistance Services fall in its CMHP.
- c. Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 37- Mental Health Supported Housing and Rental Assistance Services under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, and amounts due for such Services based on the cash assistance paid on behalf of the individuals for rental assistance, rental utility and move-in expenses, program staff funds expended, and administration of this special project as properly reported in accordance with Section 3., "Special Reporting Requirements" above and subject to the utilization requirements in a special condition on that line of the Financial Assistance Award.

Service Name: **PROJECTS FOR ASSISTANCE IN TRANSITION
FROM HOMELESSNESS (PATH) SERVICES**

Service ID Code: **MHS 39**

1. **Service Description**

The PATH program is designed to support the delivery of eligible services to persons who are: homeless or at imminent risk of homelessness; have serious mental health illnesses; and may have co-occurring substance use disorders.

Eligible Services are as follows:

- a. Outreach services;
- b. Screening and diagnostic treatment services;
- c. Habilitation and rehabilitation services;
- d. Community mental health services;
- e. Alcohol and drug treatment services;
- f. Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where individuals who are homeless require services;
- g. Case management services;
- h. Supportive and supervisory services in residential settings;
- i. Referrals for primary health services, job training, educational services, and relevant housing services; and
- j. Housing services as specified in Section 522 (b) (10) of the Public Health Service Act, 42 U.S.C. 290cc-22(b)(10) , which are:
 - (1) Minor renovation, expansion, and repair of housing;
 - (2) Planning of housing;
 - (3) Technical assistance in applying for housing assistance;
 - (4) Improving the coordination of housing services;
 - (5) Security deposits;
 - (6) Costs associated with matching eligible homeless individuals with appropriate housing situations; and
 - (7) One-time rental payments to prevent eviction.

OHA places particular emphasis on alignment with Substance Abuse and Mental Health Services Administration's PATH goals of targeting street outreach coupled with case

management and maximizing service to the most vulnerable adults who are literally and chronically homeless. OHA also recognizes the special needs of military veterans. OHA emphasizes that case management, community mental health services and alcohol and drug treatment services are meant to be transition services and that the goal of PATH is to transition persons receiving services into permanent housing and mainstream services.

2. Performance Requirements

Providers of MHS 39 Services funded through this Agreement shall comply with OAR 309-032-0301 through 309-032-0351, as such rules may be revised from time to time, and shall maintain a Certificate of Approval in accordance with OAR 309-012-0130 through 309-012-0220, as such rules may be revised from time to time.

Services provided must be eligible services in accordance with Section 522 (b) of the Public Health Service Act, 42 U.S.C. 290cc-22.

Providers of MHS 39 Services funded through this Agreement shall:

- a. Assist OHA, upon request, in the development of an annual application requesting continued funding for MHS 39 Services, including the development of a budget and an intended use plan for PATH funds consistent with federal requirements in accordance with Section 526, Part C of the Public Health Service Act, 42 U.S.C. 290cc-21; and
- b. Provide, at a minimum, the following:
 - (1) At least 85% of individuals served must be PATH-eligible and not currently enrolled in community mental health services;
 - (2) Of the total individuals who are PATH-enrolled, 75% must be transitioned into permanent housing;
 - (3) Of the total individuals who are PATH-enrolled, 100% must be engaged in community mental health services;
 - (4) Active participation in the local Continuum of Care;
 - (5) Attendance at semi-annual PATH provider meetings;
 - (6) Attendance at PATH Technical Assistance trainings as requested by OHA;
 - (7) Development of an annual PATH intended use plan including a line item budget and budget narrative;
 - (8) Participation in annual PATH program site reviews conducted by OHA; and
 - (9) Participation in federal site reviews as needed or requested by OHA.

3. **Special Reporting Requirements**

Providers of MHS 39 Services funded through this Agreement shall submit electronically to amhcontract.administrator@state.or.us the following reports using forms and procedures prescribed by OHA, no later than 45 calendar days after the close of each subject quarter or year:

- a. Annual on-line report on the activities conducted and Services provided during the year with the funds awarded through this Agreement for MHS 39 Services. The written report must comply with federal requirements for the PATH program, as authorized through the Public Health Service Act, Part C, Section 521, as amended, 42 U.S.C. 290cc-21 *et seq.*; Stewart B. McKinney Homeless Assistance Amendments Act of 1990, Public Law 101-645. Providers shall submit actual utilization numbers for the federal voluntary outcomes measures within the annual on-line report.
- b. Quarterly written reports documenting PATH eligible expenditures and actual utilization and demographic data.
- c. All individuals receiving MHS 39 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at:
<http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 39 Services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award", in MHS 39 lines in which column one will contain an "A" for Part A award.

The Part A awards will be calculated, disbursed, and settled as follows:

- a. **Calculation of Financial Assistance:** The Part A awards for MHS 39 Services are intended to be general financial assistance to the County for MHS 39 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 39 Services on a per unit basis except as necessary to verify that the performance requirements set forth above and in the special condition identified in a particular line of Exhibit C, "Financial Assistance Award" with an "A" in column one, from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award. The total OHA financial assistance for all MHS 39 Services delivered under a particular line of Exhibit C, "Financial Assistance Award"

containing an "A" in column one, shall not exceed the total funds awarded for MHS 39 Services as specified in that line of the Financial Assistance Award.

- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 39 Services provided under a particular line of the Financial Assistance Award with an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
- (1) OHA may, upon written request of County, adjust monthly allotments;
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 39 Services provided under that line of the Financial Assistance Award; and
 - (3) OHA is not obligated to provide financial assistance for any MHS 39 Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 39 Services, or termination of County's obligation to include the Program Area in which MHS 39 Services fall in its CMHP.
- c. Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 39 Services and satisfaction of the minimum performance requirements based on data properly reported in accordance with Section 3., "Special Reporting Requirements" above.

**2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

**EXHIBIT B-2
SPECIALIZED SERVICE REQUIREMENTS**

Not all Services described in Exhibit B-2 may be covered in whole or in part with financial assistance pursuant to Exhibit C of this Agreement. Only Services, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, as amended from time to time, are subject to this Agreement.

Service Name: **RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **MHS 28**

Specialized Service: **SECURE RESIDENTIAL TREATMENT FACILITY**

Exhibit B-2 Code: **28A**

1. Service Description and Performance Requirements (exceeding Exhibit B-1, MHS 28)

- a. Funds awarded for MHS 28 Services that are identified in Exhibit C, “Financial Assistance Award”, as subject to this Specialized Service Requirement, may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (as defined in OAR 309-035-0105(46)) to individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have a history of behaviors that are harmful to themselves or others. In addition to the Services otherwise described in the MHS 28 Service Description, MHS 28 Services delivered with funds provided through this Agreement and subject to this Specialized Service Requirement include the following:
 - (1) Rehabilitative services such as mental health assessment, diagnosis, and treatment plan development;
 - (2) Monitoring and management of psychotropic medications;
 - (3) Development of behavioral programs;
 - (4) Establishment of a therapeutic milieu;
 - (5) Group and individual skills training; and
 - (6) Consultation to other Agencies/Providers serving individuals receiving MHS 28 Services.

- b. Providers of MHS 28 Services delivered with funds provided through this Agreement that are subject to this Specialized Service Requirement shall:
 - (1) Comply with OAR 309-035-0100 through 309-035-0190, as such rules may be revised from time to time;
 - (2) Deliver the Services in a facility that is residential in nature and as homelike as possible but whose buildings and grounds are locked to prevent free egress by individuals receiving Services at the facility, in compliance with Building Code and Uniform Fire Code provisions;
 - (3) Deliver the Services in a facility staffed with a combination of on-site Qualified Mental Health Professionals (as defined in OAR 309-035-0260(43)), Qualified Mental Health Associates (as defined in OAR 309-019-0125(7)), and other staff sufficient to meet the security, behavioral, recreational, and mental health needs of residents as identified in their service plans, on a 24-hour basis; and

- c. County shall perform a standardized level of care assessment prior to admission. Priority must be given to individuals ready to discharge from the Oregon State Hospital. OHA will have the right to review admissions and continued stay determinations upon request.

2. **Reporting Requirements** (exceeding Exhibit B-1, MHS 28)

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement shall provide data related to the assessment of outcomes of such Services, as such data may be reasonably requested by OHA.

3. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 28)

None.

Service Name: **ADULT FOSTER CARE SERVICES**

Service ID Code: **MHS 34**

Specialized Service: **RELATIVE FOSTER CARE**

Exhibit B-2 Code: **34A**

1. **Service Description** (exceeding Exhibit B-1, MHS 34)

Relative Foster Care is personal care as detailed in a personal care plan provided to an adult Client, age 18 or older, by a relative caregiver in a private residence setting that promotes the Client's safety and independence.

2. **Performance Requirements** (exceeding Exhibit B-1, MHS 34)

- a. For new Relative Foster Care Providers, County shall complete an inspection of the Provider's home and submit to OHA the following documents, as prescribed by OHA:
- (1) County's letter of support;
 - (2) Approved Criminal Record Check for the foster care Provider and all persons 16 years of age and older living in the home (not including the Client); and
 - (3) The personal care plan and other information as requested by OHA for OHA approval of the Relative Foster Care Provider.
- b. For renewal of existing Relative Foster Care Providers, County shall complete an inspection of the home and submit to OHA a completed Relative Foster Care Renewal Form as prescribed by OHA. Relative Foster Care Providers must renew their applications every two years.

3. **Reporting Requirements** (exceeding Exhibit B-1, MHS 34)

None.

4. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 34)

None.

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

Service ID Code: **MHS 35**

Specialized Service: **APD RESIDENTIAL**

Exhibit B-2 Code: **35B**

1. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older/Disabled Adult Mental Health Services (MHS 35) Specialized Service Requirement (MHS 35B) are residential services delivered directly or indirectly to individuals with severe and persistent mental illness.

2. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

Providers of MHS 35B Services delivered with funds provided through this Agreement shall, with respect to each individual receiving MHS 35B Services, enter into and maintain a written agreement with APD that addresses: approval of APD or its designee for the placement, the services to be provided by each entity, and an annual review of the appropriateness of the placement.

The funds awarded for MHS 35B Services may only be expended on residential services for older and disabled adults with severe and persistent mental illness who are determined not eligible for, yet require, residential services from APD and who meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by APD and has contracted with APD to deliver residential services to specified individuals.

3. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

Providers of MHS 35B Services delivered with funds provided through this Agreement shall notify OHA when the Provider discontinues such services to an individual whose services are delivered with funds provided through this Agreement that are subject to this Specialized Service Requirement.

Providers of MHS 35B Services delivered with funds provided through this Agreement shall provide a copy of all written agreements as described above in Section 2., "Performance Requirements" to OHA upon request.

4. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None.

**2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

**EXHIBIT C
FINANCIAL ASSISTANCE AWARD**

CONTRACTOR: _____ AGREEMENT #: _____

DATE: _____ REFERENCE #: _____

PROGRAM AREA:

<u>Part</u>	<u>Start/End Dates</u>	<u>Client Code</u>	<u>Approved Service Funds</u>	<u>Approved Start-up</u>	<u>Serv. Units</u>	<u>Unit Type</u>	<u>EXHIB B2 Codes</u>	<u>Spec Cond #</u>
_____	_____	_____	_____	_____	_____	_____	_____	_____

SE#: _____

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 2015-2017

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/14/2015

Contract#: 147783
 Reference#: 002

ALCOHOL AND DRUG SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#
SE# 66 COMMUNITY BEHAVIORAL AND SUBST								
A	7/2015- 6/2016		\$1,088,261	\$0	0.	N/A	N/A	A0001 1
A	7/2015- 6/2016	N/A	\$32,546	\$0	0.	N/A	N/A	A0001 2
A	7/2015- 6/2016	N/A	\$132,168	\$0	0.	N/A	N/A	A0001 3
A	7/2016- 6/2017		\$1,088,261	\$0	0.	N/A	N/A	A0001 1
A	7/2016- 6/2017	N/A	\$32,546	\$0	0.	N/A	N/A	A0001 2
A	7/2016- 6/2017	N/A	\$132,168	\$0	0.	N/A	N/A	A0001 3
SUBTOTAL SE# 66			\$2,505,950	\$0				
SE# 70 PREVENTION SERVICES								
A	7/2015- 6/2016		\$179,375	\$0	0.	N/A	N/A	
A	7/2016- 6/2017		\$179,375	\$0	0.	N/A	N/A	
SUBTOTAL SE# 70			\$358,750	\$0				
TOTAL SECTION 1			\$2,864,700	\$0				

TOTAL AUTHORIZED FOR ALCOHOL AND DRUG SERVICES \$2,864,700

TOTAL AUTHORIZED FOR THIS FAAA: \$2,864,700

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/14/2015

Contract#: 147783
REF#: 002

REASON FOR FAAA (for information only):

This Financial Assistance Award is for Addictions Services within the Governor's 2015-2017 Balanced Budget (GBB). Amounts reflect service levels in order to stay within the GBB. Additional changes will be reflected in a subsequent Financial Assistance Award Amendment. Payment of funds in this Financial Assistance Award is subject to Legislative approval of the Oregon Health Authority's 2015-2017 Budget, at the level proposed in the Governor's Balanced Budget or higher.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- A0001 1 These funds must result in the delivery of A&D 66 Services to a minimum of 1,813 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after July 1, 2015. Cases enrolled for less than 30 continuous days and without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$1,200 per individual.
- A0001 2 These funds are for Detox Services.
- A0001 3 These funds are for IDPF Services.

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 FAAA Totals
 Part A
 2015-2017

***** INFORMATION ONLY *****

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/14/2015

CONTRACT#: 147783
 REF#: 002

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
66	COMMUNITY BEHAVIORAL AND SUBST	\$0	\$0	\$2,505,950	\$2,505,950
TOTAL SE#	66	\$0	\$0	\$2,505,950	\$2,505,950
70	PREVENTION SERVICES	\$0	\$0	\$358,750	\$358,750
TOTAL SE#	70	\$0	\$0	\$358,750	\$358,750
		\$0	\$0	\$2,864,700	\$2,864,700

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 FAAA Totals
 Summary
 2015-2017

***** INFORMATION ONLY *****

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/14/2015

CONTRACT#: 147783
 REF#: 002

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
66	COMMUNITY BEHAVIORAL AND SUBST	\$0	\$0	\$2,505,950	\$2,505,950
TOTAL SE#	66	\$0	\$0	\$2,505,950	\$2,505,950
70	PREVENTION SERVICES	\$0	\$0	\$358,750	\$358,750
TOTAL SE#	70	\$0	\$0	\$358,750	\$358,750
CONTRACT TOTAL		\$0	\$0	\$2,864,700	\$2,864,700

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 2015-2017

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/14/2015

Contract#: 147783
 Reference#: 001

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#
SE# 1 LOCAL ADMINISTRATION - MENTAL								
A	7/2015- 6/2016	N/A	\$43,776	\$0	0.	NA	N/A	M0000 1
A	7/2015- 6/2016	N/A	\$89,655	\$0	0.	NA	N/A	M0000 2
A	7/2015- 6/2016	N/A	\$14,865	\$0	0.	NA	N/A	M0000 3
A	7/2015- 6/2016	N/A	\$58,950	\$0	0.	NA	N/A	M0000 4
A	7/2015- 6/2016	N/A	\$12,590	\$0	0.	NA	N/A	M0000 5
A	7/2015- 6/2016	N/A	\$19,177	\$0	0.	NA	N/A	M0000 6
A	7/2015- 6/2016	N/A	\$10,177	\$0	0.	NA	N/A	M0000 7
A	7/2016- 6/2017	N/A	\$43,776	\$0	0.	NA	N/A	M0000 1
A	7/2016- 6/2017	N/A	\$89,655	\$0	0.	NA	N/A	M0000 2
A	7/2016- 6/2017	N/A	\$14,865	\$0	0.	NA	N/A	M0000 3
A	7/2016- 6/2017	N/A	\$58,950	\$0	0.	NA	N/A	M0000 4
A	7/2016- 6/2017	N/A	\$12,590	\$0	0.	NA	N/A	M0000 5
A	7/2016- 6/2017	N/A	\$19,177	\$0	0.	NA	N/A	M0000 6
A	7/2016- 6/2017	N/A	\$10,177	\$0	0.	NA	N/A	M0000 7
SUBTOTAL SE# 1			\$498,380	\$0				

SE# 20 NON-RESIDENTIAL MENTAL HEALTH

A	7/2015- 6/2016	N/A	\$11,563	\$0	0.	NA	N/A	M0000 8
A	7/2015- 6/2016	N/A	\$26,340	\$0	0.	NA	N/A	M0000 14
A	7/2015- 6/2016	N/A	\$191,770	\$0	0.	NA	N/A	M0000 16
A	7/2015- 6/2016	N/A	\$69,000	\$0	0.	NA	N/A	M0000 17
A	7/2015- 6/2016	RAMONA-551228	\$15,348	\$0	0.	NA	N/A	
A	7/2015- 6/2016	N/A	\$23,427	\$0	5.	SLT	N/A	M0000 9
A	7/2015- 6/2016	N/A	\$67,589	\$0	8.	SLT	N/A	M0000 10
A	7/2015- 6/2016	N/A	\$20,531	\$0	6.	SLT	N/A	M0000 11
A	7/2015- 6/2016	N/A	\$35,748	\$0	4.	SLT	N/A	M0000 12
A	7/2015- 6/2016	N/A	\$22,364	\$0	5.	SLT	N/A	M0000 13
A	7/2015- 6/2016	N/A	\$11,544	\$0	4.	SLT	N/A	M0000 15
A	7/2016- 6/2017	N/A	\$11,563	\$0	0.	NA	N/A	M0000 8
A	7/2016- 6/2017	N/A	\$26,340	\$0	0.	NA	N/A	M0000 14
A	7/2016- 6/2017	N/A	\$191,770	\$0	0.	NA	N/A	M0000 16
A	7/2016- 6/2017	N/A	\$69,000	\$0	0.	NA	N/A	M0000 17
A	7/2016- 6/2017	RAMONA-551228	\$15,348	\$0	0.	NA	N/A	
A	7/2016- 6/2017	N/A	\$23,427	\$0	5.	SLT	N/A	M0000 9
A	7/2016- 6/2017	N/A	\$67,589	\$0	8.	SLT	N/A	M0000 10
A	7/2016- 6/2017	N/A	\$20,531	\$0	6.	SLT	N/A	M0000 11
A	7/2016- 6/2017	N/A	\$35,748	\$0	4.	SLT	N/A	M0000 12
A	7/2016- 6/2017	N/A	\$22,364	\$0	5.	SLT	N/A	M0000 13

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/14/2015

Contract#: 147783
 Reference#: 001

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#
A	7/2016- 6/2017	N/A	\$11,544	\$0	4.	SLT	N/A	M0000 15
SUBTOTAL SE# 20			\$990,448	\$0				

SE# 26 NON-RESIDENTIAL MENTAL HEALTH

A	7/2015- 6/2016	N/A	\$10,340	\$0	5.	SLT	N/A	M0000 18
A	7/2016- 6/2017	N/A	\$10,340	\$0	5.	SLT	N/A	M0000 18
C	7/2015- 6/2016	N/A	\$15,000	\$0	0.	NA	N/A	
C	7/2016- 6/2017	N/A	\$15,000	\$0	0.	NA	N/A	
SUBTOTAL SE# 26			\$50,680	\$0				

SE# 27 RESIDENTIAL MENTAL HEALTH TREA

A	7/2015- 6/2016	N/A	\$31,358	\$0	5.	SLT	N/A	M0000 19
A	7/2016- 6/2017	N/A	\$31,358	\$0	5.	SLT	N/A	M0000 19
SUBTOTAL SE# 27			\$62,716	\$0				

SE# 28 RESIDENTIAL TREATMENT SERVICES

A	7/2015- 6/2016	N/A	\$306,731	\$0	8.	SLT	28A	M0000 24
A	7/2015- 6/2016	N/A	\$176,880	\$0	6.	SLT	N/A	M0000 20
A	7/2015- 6/2016	N/A	\$512,782	\$0	4.	SLT	N/A	M0000 21
A	7/2015- 6/2016	N/A	\$253,442	\$0	5.	SLT	N/A	M0000 22
A	7/2015- 6/2016	ESTLAN-600811	\$2,753	\$0	1.	SLT	N/A	M0000 23
A	7/2015- 6/2016	N/A	\$383,731	\$0	6.	SLT	N/A	M0000 25
A	7/2015- 6/2016	N/A	\$308,633	\$0	10.	SLT	N/A	M0000 26
A	7/2015- 6/2016	OLJOAN-490126	\$308,583	\$0	1.	SLT	N/A	M0000 27
A	7/2015- 6/2016	N/A	\$257,494	\$0	12.	SLT	N/A	M0000 28
A	7/2015- 6/2016	N/A	\$178,949	\$0	4.	SLT	N/A	M0000 29
A	7/2016- 6/2017	N/A	\$306,731	\$0	8.	SLT	28A	M0000 24
A	7/2016- 6/2017	N/A	\$176,880	\$0	6.	SLT	N/A	M0000 20
A	7/2016- 6/2017	N/A	\$512,782	\$0	4.	SLT	N/A	M0000 21
A	7/2016- 6/2017	N/A	\$253,442	\$0	5.	SLT	N/A	M0000 22
A	7/2016- 6/2017	ESTLAN-600811	\$2,753	\$0	1.	SLT	N/A	M0000 23
A	7/2016- 6/2017	N/A	\$383,731	\$0	6.	SLT	N/A	M0000 25
A	7/2016- 6/2017	N/A	\$308,633	\$0	10.	SLT	N/A	M0000 26
A	7/2016- 6/2017	OLJOAN-490126	\$308,583	\$0	1.	SLT	N/A	M0000 27
A	7/2016- 6/2017	N/A	\$257,494	\$0	12.	SLT	N/A	M0000 28
A	7/2016- 6/2017	N/A	\$178,949	\$0	4.	SLT	N/A	M0000 29
C	7/2015- 6/2016	N/A	\$44,500	\$0	0.	NA	N/A	
C	7/2016- 6/2017	N/A	\$44,500	\$0	0.	NA	N/A	

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/14/2015

Contract#: 147783
 Reference#: 001

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#
SUBTOTAL SE# 28			\$5,468,956	\$0				
SE# 30 MONITORING, SECURITY, AND SUPE								
A	7/2015- 6/2016	N/A	\$119,254	\$0	22.	SLT	N/A	M0000 30
A	7/2016- 6/2017	N/A	\$119,254	\$0	22.	SLT	N/A	M0000 30
C	7/2015- 6/2016	N/A	\$154,200	\$0	0.	NA	N/A	
C	7/2016- 6/2017	N/A	\$154,200	\$0	0.	NA	N/A	
SUBTOTAL SE# 30			\$546,908	\$0				
SE# 35 OLDER/DISABLED ADULT MENTAL HE								
A	7/2015- 6/2016	N/A	\$236,689	\$0	0.	NA	35A	M0000 31
A	7/2015- 6/2016	AMILFO-560502	\$9,863	\$0	1.	SLT	35B	
A	7/2016- 6/2017	N/A	\$236,689	\$0	0.	NA	35A	M0000 31
A	7/2016- 6/2017	AMILFO-560502	\$9,863	\$0	1.	SLT	35B	
SUBTOTAL SE# 35			\$493,104	\$0				
SE# 37 MHS SPECIAL PROJECTS								
A	7/2015- 6/2016	N/A	\$2,914,455	\$0	0.	NA	N/A	M0000 32
A	7/2015- 6/2016	N/A	\$334,215	\$0	0.	NA	N/A	M0000 33
A	7/2015- 6/2016	N/A	\$339,102	\$0	0.	NA	N/A	M0000 34
A	7/2015- 6/2016	N/A	\$223,637	\$0	0.	NA	N/A	M0000 35
A	7/2015- 6/2016	N/A	\$132,755	\$0	0.	NA	N/A	M0000 36
A	7/2015- 6/2016	N/A	\$172,657	\$0	0.	NA	N/A	M0000 37
A	7/2016- 6/2017	N/A	\$2,914,455	\$0	0.	NA	N/A	M0000 32
A	7/2016- 6/2017	N/A	\$334,215	\$0	0.	NA	N/A	M0000 33
A	7/2016- 6/2017	N/A	\$339,102	\$0	0.	NA	N/A	M0000 34
A	7/2016- 6/2017	N/A	\$223,637	\$0	0.	NA	N/A	M0000 35
A	7/2016- 6/2017	N/A	\$132,755	\$0	0.	NA	N/A	M0000 36
A	7/2016- 6/2017	N/A	\$172,657	\$0	0.	NA	N/A	M0000 37
SUBTOTAL SE# 37			\$8,233,642	\$0				
TOTAL SECTION 1			\$16,344,834	\$0				

TOTAL AUTHORIZED FOR MENTAL HEALTH SERVICES

\$16,344,834

TOTAL AUTHORIZED FOR THIS FAAA: \$16,344,834

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/14/2015

Contract#: 147783
REF#: 001

REASON FOR FAAA (for information only):

This Financial Assistance Award is for Mental Health Services within the Governor's 2015 - 2017 Balanced Budget (GBB). Amounts reflect service levels in order to stay within the GBB as of February 2, 2015. Additional ongoing changes approved after that date will be reflected in a subsequent Financial Assistance Award Amendment. Payment of funds in this Financial Assistance Award is subject to Legislative approval of the Oregon Health Authority's 2015-2017 Budget, at the level proposed in the Governor's Balanced Budget or higher.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0000 1 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Fieldstone RTH.

M0000 2 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Johnson Creek SRTF.

M0000 3 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Mosaic House RTH.

M0000 4 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Mossy Meadows RTH.

M0000 5 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health

Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Portland Avenue RTH.

M0000 6 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Renaissance.

- M0000 7 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Telecare ACT.
- M0000 8 These funds are for Coordinator at Carson Holdings.
- M0000 9 These funds are for Rent Subsidy at Fieldstone RTH.
- M0000 10 These funds are for Rent Subsidy at Johnson Creek SRTF.
- M0000 11 These funds are for Rent Subsidy at Kellogg Creek RTF.
- M0000 12 These funds are for Rent Subsidy at Autumn Ridge RTH.
- M0000 13 These funds are for Rent Subsidy at Bridgestone RTH.
- M0000 14 These funds are for Rent Subsidy at Mossy Meadows RTH.
- M0000 15 These funds are for Rent Subsidy at Portland Avenue RTH.
- M0000 16 These funds are for Treatment Services at Villebois Supported Housing.
- M0000 17 These funds are for Transportation at Villebois Supported Housing.
- M0000 18 These funds are for Rent Subsidy at Mosaic House RTH.
- M0000 19 A) MHS 27 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$522.63 per month per individual. B) These funds are for Mosaic House RTH.
- M0000 20 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$2,456.67 per month per individual. B) These funds are for Alder Creek RTF.
- M0000 21 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$10,682.96 per month per individual. B) These funds are for Autumn Ridge RTH.
- M0000 22 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$4,224.03 per month per individual. B) These funds are for Fieldstone RTH.
- M0000 23 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$229.43 per month per individual. B) These funds are for Fieldstone RTH.

- M0000 24 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$3,195.11 per month per individual. B) These funds are for Johnson Creek SRTF.
- M0000 25 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$5,329.60 per month per individual. B) These funds are for Kellogg Creek RTF.
- M0000 26 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$2,571.94 per month per individual. B) These funds are for Leland House RTF.
- M0000 27 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$25,715.28 per month per individual. B) These funds are for Mossy Meadows RTH.
- M0000 28 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$1,788.15 per month per individual. B) These funds are for Pearl RTF.
- M0000 29 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$3,728.11 per month per individual. B) These funds are for Portland RTH.
- M0000 30 MHS 30 Rate and Slot: For slots utilized during a particular month, OHA will provide financial assistance at the rate of \$451.72 per month per slot for up to 22 slots.
- M0000 31 These funds are awarded for the Specialized Service Requirement 35A described in Exhibit B, MHS 35 - Older /Disabled Adult Mental Health Services service description.
- M0000 32 These funds are awarded for the special project described in Exhibit MHS 37-Community Behavioral Health to MHS 37 Service Description.
- M0000 33 A) These funds are awarded for the special project described in Exhibit MHS 37-Community Behavioral Health to MHS 37 Service Description. B) These funds are for Crisis Services.
- M0000 34 A) These funds are awarded for the special project described in Exhibit MHS 37-Community Behavioral Health to MHS 37 Service Description. B) These funds are for Early Assessment and Support Alliance (EASA) services.
- M0000 35 A) These funds are awarded for the special project described in Exhibit MHS 37-Community Behavioral Health to MHS 37 Service Description. B) These funds are for Jail Diversion services.
- M0000 36 A) These funds are awarded for the special project described in Exhibit MHS 37-Community Behavioral Health to MHS 37 Service Description. B) These funds are for Mental Health Prevention and Promotion services.

M0000 37 A) These funds may only be used in accordance with the federal regulations related to MH Block Grant. B) These funds are for Emergency Department Pilot Diversion services

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 FAAA Totals
 Part A
 2015-2017

***** INFORMATION ONLY *****

Clackamas County
 15-17 GI#0009-15

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/14/2015

CONTRACT#: 147783
 REF#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
1	LOCAL ADMINISTRATION - MENTAL	\$0	\$0	\$498,382	\$498,382
TOTAL SE# 1		\$0	\$0	\$498,382	\$498,382
20	NON-RESIDENTIAL MENTAL HEALTH	\$0	\$0	\$628,043	\$628,043
20	NON-RESIDENTIAL MENTAL HEALTH	\$0	\$0	\$362,406	\$362,406
TOTAL SE# 20		\$0	\$0	\$990,449	\$990,449
26	NON-RESIDENTIAL MENTAL HEALTH	\$0	\$0	\$20,681	\$20,681
TOTAL SE# 26		\$0	\$0	\$20,681	\$20,681
27	RESIDENTIAL MENTAL HEALTH TREA	\$0	\$0	\$62,716	\$62,716
TOTAL SE# 27		\$0	\$0	\$62,716	\$62,716
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$613,461	\$613,461
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$4,766,495	\$4,766,495
TOTAL SE# 28		\$0	\$0	\$5,379,956	\$5,379,956
30	MONITORING, SECURITY, AND SUPE	\$0	\$0	\$238,508	\$238,508
TOTAL SE# 30		\$0	\$0	\$238,508	\$238,508
35	OLDER/DISABLED ADULT MENTAL HE	\$0	\$0	\$473,378	\$473,378

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 FAAA Totals
 Part A
 2015-2017

***** INFORMATION ONLY *****

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/14/2015

CONTRACT#: 147783
 REF#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
35	OLDER/DISABLED ADULT MENTAL HE	\$0	\$0	\$19,725	\$19,725
TOTAL SE#	35	\$0	\$0	\$493,103	\$493,103
37	MHS SPECIAL PROJECTS	\$0	\$0	\$8,233,642	\$8,233,642
TOTAL SE#	37	\$0	\$0	\$8,233,642	\$8,233,642
		\$0	\$0	\$15,917,437	\$15,917,437

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 FAAA Totals
 Part C
 2015-2017

***** INFORMATION ONLY *****

Clackamas County
15-17 GT#0009-15

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/14/2015

CONTRACT#: 147783
 REF#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
26	NON-RESIDENTIAL MENTAL HEALTH	\$0	\$0	\$30,000	\$30,000
TOTAL SE#	26	\$0	\$0	\$30,000	\$30,000
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$89,000	\$89,000
TOTAL SE#	28	\$0	\$0	\$89,000	\$89,000
30	MONITORING, SECURITY, AND SUPE	\$0	\$0	\$308,400	\$308,400
TOTAL SE#	30	\$0	\$0	\$308,400	\$308,400
		\$0	\$0	\$427,400	\$427,400

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 FAAA Totals
 Summary
 2015-2017

***** INFORMATION ONLY *****

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/14/2015

CONTRACT#: 147783
 REF#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
1	LOCAL ADMINISTRATION - MENTAL	\$0	\$0	\$498,382	\$498,382
TOTAL SE# 1		\$0	\$0	\$498,382	\$498,382
20	NON-RESIDENTIAL MENTAL HEALTH	\$0	\$0	\$628,043	\$628,043
20	NON-RESIDENTIAL MENTAL HEALTH	\$0	\$0	\$362,406	\$362,406
TOTAL SE# 20		\$0	\$0	\$990,449	\$990,449
26	NON-RESIDENTIAL MENTAL HEALTH	\$0	\$0	\$30,000	\$30,000
26	NON-RESIDENTIAL MENTAL HEALTH	\$0	\$0	\$20,681	\$20,681
TOTAL SE# 26		\$0	\$0	\$50,681	\$50,681
27	RESIDENTIAL MENTAL HEALTH TREA	\$0	\$0	\$62,716	\$62,716
TOTAL SE# 27		\$0	\$0	\$62,716	\$62,716
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$613,461	\$613,461
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$89,000	\$89,000
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$4,766,495	\$4,766,495
TOTAL SE# 28		\$0	\$0	\$5,468,956	\$5,468,956
30	MONITORING, SECURITY, AND SUPE	\$0	\$0	\$308,400	\$308,400
30	MONITORING, SECURITY, AND SUPE	\$0	\$0	\$238,508	\$238,508

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

Clackamas County
15-17 GT#0069-15

164 of 221

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 FAAA Totals
 Summary
 2015-2017

***** INFORMATION ONLY *****

CONTRACTOR: CLACKAMAS COUNTY
 DATE: 05/14/2015

CONTRACT#: 147783
 REF#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
TOTAL SE#	30	\$0	\$0	\$546,908	\$546,908
35	OLDER/DISABLED ADULT MENTAL HE	\$0	\$0	\$473,378	\$473,378
35	OLDER/DISABLED ADULT MENTAL HE	\$0	\$0	\$19,725	\$19,725
TOTAL SE#	35	\$0	\$0	\$493,103	\$493,103
37	MHS SPECIAL PROJECTS	\$0	\$0	\$8,233,642	\$8,233,642
TOTAL SE#	37	\$0	\$0	\$8,233,642	\$8,233,642
CONTRACT TOTAL		\$0	\$0	\$16,344,837	\$16,344,837

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and County reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

a. **Heading.** The heading of the Financial Assistance Award consists of the following information (1) County name, (2) the identification number of the Agreement of which the Financial Assistance Award is a part, and (3) the date of the Financial Assistance Award (which should be on or about the date of this Agreement). The Financial Assistance Award is then broken down by Program Area, with all Services in a particular Program Area that are awarded funds grouped together under the Program Area heading. The Financial Assistance Award may also be labeled as Section 1. This Section designation has no relevance to the original Financial Assistance Award and should be ignored. The Financial Assistance Award also contains a reference number which is used for administrative tracking purposes only and has no legal significance.

b. **Financial and Service Information.** Each Service awarded funds is listed by its Service number and name (full or abbreviated). The amount of financial assistance awarded for the Service and certain other Service information is listed below the Service number and name on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted by section 3.a of Exhibit E of this Agreement. The funds set forth on a particular line will be disbursed in accordance with and are subject to the restrictions set forth on that line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:

- (1) **Column 1, Part:** This column will contain the character A, B or C to indicate the method by which OHA will disburse the awarded funds. The disbursement method indicated in this column will usually be consistent with the disbursement method set forth in the Service Description for the particular Service. Occasionally, a disbursement method different than that set forth in the Service Description is necessary. And if a disbursement method specified in this column is different than the method set forth in the Service Description, the method specified in this column shall control. This column only identifies the disbursement method and is not relevant to determining whether County is ultimately entitled to payment. Payment entitlement is determined in accordance with the basis of payment set forth in the applicable Service Description and any disbursements to County in excess of the payments County is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement. The characters A, B and C signify the following disbursement methods:

- (a) The character A means OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in column 2.
 - (b) The character B means the funds are disbursed and paid under another agreement and are set forth in this Agreement for tracking purposes.
 - (c) The character C means OHA will disburse the awarded funds in the manner specified in column 9.
- (2) **Column 2, Start/End dates:** These dates specify the period during which it is expected that the Service or Service capacity, as applicable, will be delivered utilizing the approved service funds set forth on that line of the Financial Assistance Award. For purposes of disbursement method A (described above), these dates also specify the period during which the approved service funds will be disbursed to County.
 - (3) **Column 3, Client Code:** When a Client Code appears in this column the approved service funds set forth on that line of the Financial Assistance Award may only be expended on the delivery of the specified Service to the specified individual. When the approved service funds are not intended for any particular individual, an N/A designation will appear in this column.
 - (4) **Column 4, Approved Service Funds:** This is the amount awarded for delivery of the Service and is OHA's maximum obligation during the period specified on that line in support of the Services described on that line of the Financial Assistance Award
 - (5) **Column 5, Approved Start-up:** If funds appear in this column they may only be used to cover one-time expenses incurred in initiating, expanding or upgrading the specified Service or for other special one-time expenses related to the Service. Start-up funds may only be spent for the purposes specified in the special conditions appearing in column 9. Start-up funds may only be expended in accordance with Exhibit J of this Agreement and with start-up procedures within the applicable Service Elements.
 - (6) **Column 6, Service Units:** This is the amount of Service or Service capacity, as applicable, that OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in relatively equal amounts over the course of the period specified on that line of the Financial Assistance Award. This column will read zero if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. This column must be read in conjunction with column 7.
 - (7) **Column 7, Unit Type:** The unit type is the unit of measurement associated with the Service units set forth in column 6. The unit types are expressed in three character designations that have the following meanings:

- (a) **CSD:** One CSD (or Client Service Day) is one day of Service or Service capacity, as applicable, delivered to one individual or made available for delivery to one individual, as applicable.
 - (b) **N/A:** N/A means unit type is not applicable to the particular line
 - (c) **SLT:** One SLT (or Slot) is the delivery or capacity to deliver, as applicable, the Service to an individual during the entire period specified in the corresponding line of the Financial Assistance Award.
- (8) **Column 8, Exhibit B-2 Codes:** The codes appearing in this column correspond to the Specialized Service Requirement Codes for the Specialized Service Requirements described in Exhibit B-2. If a Specialized Service Requirement Code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirements when the Service is delivered with approved service funds set forth on that line of the Financial Assistance Award.
- (9) **Column 9, Special Conditions:** These are the special conditions, if any, that must be complied with when providing the Service using approved service funds set forth on that line of the Financial Assistance Award. For certain Services, the special conditions specify the rate at which financial assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The special conditions are identified by an alphanumeric code. A table or tables listing the special conditions by alphanumeric code is included in the Financial Assistance Award.

2. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, each financial and service information line in the amendment will either amend an existing line in the financial and service information of the Financial Assistance Award or constitute a new line added to the financial and service information of the Financial Assistance Award. A financial and service information line in a Financial Assistance Award amendment (an “Amending Line”) amends an existing line of the Financial Assistance Award (a “Corresponding Line”) if the line in the Financial Assistance Award amendment awards funds for the same Service, specifies the same CPMS Name (if applicable), and specifies the same Exhibit B-2 code as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the date range specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved service funds column, those funds are added to the approved service funds of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the approved service funds column, those funds are subtracted from the approved service funds of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the service units column, those service units are added to the service units in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the service units column, those units are subtracted from the service units in the Corresponding Line for the period

specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a financial and service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

**2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. **County Expenditures on Addiction Services.** In accordance with ORS 430.345 to 430.380 (the “Mental Health Alcoholism and Drug Services Account” also known as the “Beer and Wine Tax Account”), County shall maintain its 2015-2016 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2014-2015. Furthermore, and in accordance with the Beer and Wine Tax Account, County shall maintain its 2016-2017 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2015-2016. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.
2. **Limitations on use of Financial Assistance Awarded for Addiction Services.** Financial assistance awarded under this Agreement for Addiction Services (as reflected in the Financial Assistance Award), may not be used:
 - a. To provide inpatient hospital services;
 - b. To make cash payments to intended recipients of health services;
 - c. To purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - d. To satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or
 - e. To carry out any program prohibited by section 256(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5).
3. County shall maintain separate fund balances for the Mental Health, alcohol and drug and problem gambling services.
4. **County Investigating and Reporting Allegations of Abuse for Mental Health Services.** County shall investigate and report all allegations of abuse regarding served individuals and provide protective services to those individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765, as such statutes and rules may be revised from time to time.

**2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

**EXHIBIT E
GENERAL TERMS AND CONDITIONS**

1. **Disbursement and Recovery of Financial Assistance.**
 - a. **Disbursement Generally.** Subject to the conditions precedent set forth below, OHA shall disburse the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth below and, as applicable, in the Service Descriptions and the Financial Assistance Award. Disbursement procedures may vary by Service.
 - (1) **Disbursement of Financial Assistance Awarded for Services in Financial Assistance Award.** As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.
 - (2) **Disbursements Remain Subject to Recovery.** All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Section 1.c.(1), as an Underexpenditure, Overexpenditure or Misexpenditure.
 - b. **Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - (1) No County default as described in Section 6 of Exhibit F has occurred.
 - (2) County's representations and warranties set forth in Section 4 of Exhibit F are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - c. **Recovery of Financial Assistance.**
 - (1) **Notice of Underexpenditure, Overexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof with a detailed spreadsheet providing supporting data of an under or over expenditure and OHA and County shall engage in the process described in Section 1.c.(2) below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Section 1.c.(3) below.
 - (2) **Recovery of Underexpenditure or Overexpenditure.**
 - (a) **County's Response.** County shall have 90 calendar days from the effective date of the notice of Underexpenditure or

Overexpenditure to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If County fails to respond within that 90 day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.

- (b) **Appeals Process.** Upon receipt of the final notice, if County notifies OHA that it wishes to engage in the appeals process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(2)(c) below. If OHA and County continue to disagree as to whether there has been an Underexpenditure or Overexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration. If both parties do not agree to further dispute resolution, the parties shall proceed with the Recovery of Underexpenditure or Overexpenditure procedures described in Section 1.c.(2)(c).
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to Section 1.c.(2), OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under any other contract or agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset, (including the contracts or agreements, if any, under which the amounts owed arose and from

those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, after providing notice to the County and within the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due to County under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) **Recovery of Misexpenditure.**

- (a) If OHA believes there has been a Misexpenditure (as defined in Exhibit A Definitions) or money disbursed to County under this Agreement, OHA shall provide to County a written notice of recovery with a detailed spreadsheet providing supporting data of the Misexpenditure attached and OHA and County shall engage in the process described in Section 1.c.(3)(c).
- (b) **County's Response.** From the effective date of the notice of Misexpenditure, County shall have the lesser of (1) 60 calendar days, or (2) if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the federal government, to either:
 - i. Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA; or
 - ii. Notify OHA that County wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to Section 1.c.(3)(d). below; or
 - iii. Notify OHA that it wishes to engage in the applicable appeal process set forth in Section 1.c.(3)(c). below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in Section 1.c.(3)(c). below.

- (c) **Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:
- i. **Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 20(b) or (c) of Exhibit A, County and OHA shall engage in the process described in this Section to resolve a dispute regarding the noticed Misexpenditure. First, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(d) below. If OHA and County continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration.
 - ii. **Appeal from Federal-Identified Misexpenditure.**
 - A. If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Section 20(a) of Exhibit A Definitions and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then County may, prior to 30 days prior to the applicable

federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the federal agency. If County so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. County and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either County, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(d) below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall pay to OHA the interest, if any, charged by the federal government on such amount.

- B. If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or County does not request that OHA pursue an appeal 30 days prior to the applicable federal appeals deadline, and

if OHA does not appeal, then within 90 days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final County shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(d) below.

- C. If County does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, prior to 30 days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal), within 90 days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(d). below.
- D. Notwithstanding Section 1.c.(3)(b)(i) through iii., if the Misexpenditure was expressly authorized by a OHA rule or an OHA writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, County will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
 - (i) Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
 - (ii) For purposes of this Section, an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of OHA or by the Assistant Director of Addictions and Mental Health Services Division.

OHA shall designate an alternate officer in the event the Addictions and Mental Health Services Division is abolished. Upon County request, OHA shall notify County of

the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.

- (iii) The writing must be in response to a request from County for expenditure authorization, or a statement intended to provide official guidance to County or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
 - (iv) If OHA writing is in response to a request from County for expenditure authorization, the request must be in writing and signed by the director of a County department with authority to make such a request or by the County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
 - (v) An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.
 - (vi) OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.
 - (vii) OHA rule does not authorize an expenditure that this Agreement prohibits.
- (d) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to Section 1.c.(3)(c)(i) and (ii)., OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under this Agreement or any amount owed to County by OHA under any other contract or agreement between County and OHA, present or future. OHA shall provide County

written notice of its intent to recover the amount of the Misexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and within the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due County under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

(4) **Additional Provisions related to parties' rights/obligations with respect to Underexpenditures, Overexpenditures and Misexpenditures.**

- (a) County shall cooperate with OHA in the Agreement Settlement process.
- (b) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.
- (c) If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (d) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.
- (e) Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. **Use of Financial Assistance.** County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.
3. **Award Adjustments**
 - a. County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the effective date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Section 3 and other than from Federal Funds) County may use funds for other Services in that Program Area (other than financial assistance provided to County for MHS 26, MHS 27, MHS 37, A&D 61, A&D 60, A&D 80, A&D 81, and A&D 82 which is not subject to this 10 percent use adjustment). If County uses financial assistance described in the Financial Assistance Award in reliance on this Section 3.a, County shall promptly notify in writing of such use.
 - b. Financial Assistance disbursed to County under this Agreement that County would be entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the financial assistance to be used by County prior to termination or expiration of this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.
4. **Amendments Proposed by OHA.**
 - a. **Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed

amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.

- b. Other Amendments.** County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in Section 4.a. of this Exhibit, promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date this Agreement shall be considered amended as set forth in the accepted amendment.
- 5. Provider Contracts.** Except when the Service expressly requires the Service or a portion thereof to be delivered by County directly and subject to Section 6 of this Exhibit E, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a "Provider") through a contract (a "Provider Contract"). Subject to Section 6 of this Exhibit E, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. If County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and special conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.
- 6. Provider Monitoring.** County shall monitor each Provider's delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider's delivery of a

Service or in a Provider's compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Provider. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.

7. Alternative Formats and Translation of Written Materials, Interpreter Services. In connection with the delivery of Services, County shall:

- a. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to County.
- b. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, any and all written materials in the prevalent non-English languages in the area served by County's CMHP.
- c. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, oral interpretation services in all non-English languages in the area served by County's CMHP.
- d. Make available to Clients with hearing impairment, without charge to the Client, upon the Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the Services and all Provider Contracts related to this Agreement.

8. Reporting Requirements. If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:

- a. Client, Service and financial information as specified in the Service Description.
- b. All additional information and reports that OHA reasonably requests.

9. Operation of CMHP. County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it begins using the funds for that Service until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Service in accordance with Section 8 of Exhibit F or (c) termination by the County, in accordance with Section 8 of Exhibit F, of County's obligation to include in its CMHP a Program Area that includes that Service.

10. OHA Reports.

- a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:

- (1) Summary reports to County and County's Providers from MOTS data as reported to OHA under this Agreement; and
 - (2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit C for the delivery of Services.
 - b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.
- 11. Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
- 12. Payment of Certain Expenses.** If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (www.oregon.gov/DAS/SCD/SARS/policies/oam/10.35.00.PR.pdf?ga=t) as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
- 13. Effect of Amendments Reducing Financial Assistance.** If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Services actually delivered.
- 14. Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration.** If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Deputy Director for Addictions and Mental Health Services Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe

County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Section 15 below.

15. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

16. Purchase and Disposition of Equipment.

a. For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for Software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:

Network

Personal Computer

Printer/Plotter

Server

Storage device that will contain client information

Storage device that will not contain client information, when the acquisition cost is \$100 or more

Software, when the acquisition cost is \$100 or more.

b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:

- (1) description of the Equipment;
- (2) serial number;
- (3) where Equipment was purchased;
- (4) acquisition cost and date; and
- (5) location, use and condition of the Equipment

County shall provide the Equipment inventory list electronically to the Agreement Administrator at amhcontract.administrator@state.or.us annually by June 30th of each year. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any Providers. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.

c. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by OHA, immediately, or at such later

date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to OHA or to a subsequent contractor, OHA may require County to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.

- d. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition authorizing the purchase.
 - e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR Part 92.32 or 45 CFR 75.320, as applicable, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
17. Nothing in this Agreement shall cause or require County or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.

**2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

**EXHIBIT F
STANDARD TERMS AND CONDITIONS**

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs or related to client rights; and (c) all state laws requiring reporting of Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a.** County represents and warrants as follows:

- (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- (7) **Services.** To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award, applicable Service Description and applicable Specialized Service Requirement.

b. OHA represents and warrants as follows:

- (1) **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or

other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;
- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Service Description.

- 7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.
- 8. **Termination.**
 - a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to include a particular Program Area in its CMHP:

- (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
- (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OHA Termination. OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:

- (1) For its convenience, upon at least three calendar months advance written notice to County, with the termination effective as of the first day of the month following the notice period;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
 - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification;
 - (6) Immediately upon written notice to County, if OHA determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others in performing the Services covered in this Agreement.
- c. OHA and County agree that this Agreement extends to September 1, 2017, but only for the purpose of amendments to adjust the allocated budget (Exhibit C) for Services performed, or not performed, by County during the 2015-17 biennium and prior to July 1, 2017. If there is more than one amendment modifying Exhibit C, the amendment shall be applied to Exhibit C in the order in which the amendments are executed by County and OHA. In no event is the County authorized to provide any Services under this Agreement, and County is not required to provide any Services under this Agreement, after June 30, 2017.

9. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not OHA has paid or disbursed to County all financial assistance described in Exhibit C except (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available from the effective date of this Agreement through the termination date, and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Service, from the effective date of this Agreement through the termination date.
- (2) Upon termination of this Agreement in its entirety, County shall have no further obligation under this Agreement to operate a CMHP.

b. Individual Program Area or Service.

- (1) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, OHA shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Service, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service except (a) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a rate per unit of service or service capacity basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the first day of the period for which the funds were awarded through the earlier of the termination of OHA's obligation to provide financial assistance for that Service or the last day of the period for which the funds were awarded, and (b) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a cost reimbursement basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the effective date of this Agreement through the termination of OHA's obligation to provide financial assistance for that Service.
- (2) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, County shall have no further obligation under this Agreement to include that Service in its CMHP.
- (3) Upon termination of County's obligation to include a Program Area in its CMHP, OHA shall have (a) no further obligation to pay or disburse financial assistance to County under this Agreement for Local Administration – Mental Health Services (MHS 01) and Local Administration - Addiction Services (A&D 03) of Services in that Program Area whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for local administration of Services in that Program Area and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination of County's

obligation to include the Program Area, in which that Service falls, in County's CMHP, and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the effective date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP.

- (4) Upon termination of County's obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.

c. Disbursement Limitations. Notwithstanding subsections (a) and (b) above:

- (1) Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and
- (2) Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.

d. Survival. Exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's right to receive financial assistance to which it is entitled hereunder, as described in subsections a. and b. above and as determined through the Agreement Settlement process, or County's right to invoke the dispute resolution processes under Sections 14 and 15 of Exhibit E. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's obligations under this Agreement or OHA's right to enforce this Agreement against County in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms shall not affect County's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on County's use of financial assistance actually disbursed by OHA hereunder, County's obligation to cooperate with OHA in the Agreement Settlement process, or OHA's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure, Overexpenditure or Misexpenditure. If a

termination right set forth in Section 8 of this Exhibit is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

10. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
11. **Insurance.** County shall require Providers to maintain insurance as set forth in Exhibit I, which is attached hereto.
12. **Records Maintenance; Access and Confidentiality.**
 - a. **Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of OHA to perform site reviews of all Services delivered by County.
 - b. **Retention of Records.** County shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.
 - c. **Expenditure Records.** County shall document the use and expenditure of all financial assistance paid by OHA under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OHA to verify how the financial assistance paid by OHA under this Agreement was used or expended.
 - d. **Client Records.** If County delivers a Service directly, County shall create and maintain a Client record for each Client who receives that Service, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training or care plan;
 - (4) Medical information when appropriate; and

- (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by OHA in administrative rules.

County shall retain Client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, Client records must be retained for a minimum of six years from termination or expiration of this Agreement.

- e. **Safeguarding of Client Information.** County shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
13. **Information Privacy/Security/Access.** If the Services performed under this Agreement requires County or its Provider(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its Providers(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all Provider(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
14. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
15. **Assignment of Agreement, Successors in Interest.**
- a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.
16. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to

give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

17. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
18. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
19. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
250 Winter Street NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-373-7889

COUNTY: Contact Name: Pam Douglas
Title: Contracts Analyst
Street Address: 2051 Kaen Rd, Ste 154
City, State Zip: Oregon City, OR 97045
Telephone: 503-742-5316 Facsimile: 503-742-5312
pameladou@co.clackamas.or.us

20. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
21. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same

counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.

22. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
23. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.
24. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable

considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 25. Indemnification by Providers.** County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

**2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

**EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of section 2 of Exhibit F, County shall comply, and as indicated, require all Providers to comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all Providers to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all Providers to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all Providers to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all Providers to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order

proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all Providers 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 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 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.
- 7. Audits.** Sub recipients, as defined in 45 CFR 75.2, which includes, but is not limited to County, shall comply, and County shall require all Providers to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to OHA within 30 days of completion. If a sub recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a Provider 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. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). 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. Providers with

awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** County shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing Services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Providers may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
10. **Pro-Children Act.** County shall comply and require all Providers to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent County provides any Service in which costs are paid in whole or in part by Medicaid, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such

information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).

- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **ADA.** County shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest

is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. Special Federal Requirements Applicable to Addiction Services.

- a. **Women's or Parent's Services.** If County provides A&D 61 and A&D 62 Services, County must:
 - (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
 - (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.
- b. **Pregnant Women.** If County provides any A&D Services other than A&D 70, A&D 80, A&D 81, or A&D 82 Services, County must:
 - (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such Services;

- (2) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs;
 - (3) If County has insufficient capacity to provide treatment Services to a pregnant woman, refer the woman to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the individual is enrolled with will ensure that Interim Services are being offered. If the individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the Provider from the county of the individual's residence that is referring the individual to residential services will make available counseling on the effects of alcohol and drug use on the fetus within 48 hours, including a referral for prenatal care.
- c. Intravenous Drug Abusers.** If County provides any A&D Services other than A&D 70, A&D 80, A&D 81, or A&D 82 Services, County must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit individuals to the program, must provide notification of that fact to the State within seven days.
 - (3) If County receives a request for admission to treatment from an intravenous drug abuser, County must, unless it succeeds in referring the individual to another Provider with treatment capacity, admit the individual to treatment not later than:
 - (a) 14 days after the request for admission to County is made; or
 - (b) 120 days after the date of such request if no Provider has the capacity to admit the individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request
- d. Infectious Diseases.** If County provides any A&D Services other than A&D 70, A&D 80, A&D 81, or A&D 82, Services County must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every individual seeking Services from County; and
 - (2) Routinely make tuberculosis services available to each individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an individual admission on the basis of lack of capacity, refer the individual to another provider of tuberculosis Services.
 - (3) For purposes of (2) above, "tuberculosis services" means:
 - (a) Counseling the individual with respect to tuberculosis;

- (b) Testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and
 - (c) Appropriate treatment services.
 - e. **OHA Referrals.** If County provides any A&D Services other than A&D 70 services, County must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in A&D service delivery to persons referred by OHA.
 - f. **Barriers to Treatment.** Where there is a barrier to delivery of an A&D Service due to culture, gender, language, illiteracy, or disability, County shall develop support services available to address or overcome the barrier, including:
 - (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication.
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
 - g. **Misrepresentation.** County shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.
 - h. **Oregon Residency.** A&D Services funded through this Agreement, except for A&D 80, A&D 81 and A&D 82, may only be provided to residents of Oregon. Residents of Oregon are individuals who live in Oregon. There is no minimum amount of time an individual must live in Oregon to qualify as a resident so long as the individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
 - i. **Tobacco Use.** If County has A&D Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.
 - j. **Client Authorization.** County must comply with 42 CFR Part 2 when delivering an Addiction Service that includes disclosure of Client information for purposes of eligibility determination. County must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Service to that individual.
16. **Community Mental Health Block Grant.** All funds, if any, awarded under this Agreement for MHS 20, MHS 22, MHS 37 or MHS 38 Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance

Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and County shall comply with those restrictions.

17. **Substance Abuse Prevention and Treatment.** To the extent County provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66). Regardless of funding source, to the extent County provides any substance abuse prevention or treatment services, County shall comply with the confidentiality requirements of 42 CFR Part 2.

**2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

**EXHIBIT H
REQUIRED PROVIDER CONTRACT PROVISIONS**

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Provider may not expend on the delivery of _____ any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c. If this Contract requires Provider to deliver alcohol, drug abuse and addiction services, Provider may not use the funds paid to Provider under this Contract for such services:
 - (1) To provide inpatient hospital services;
 - (2) To make cash payments to intended recipients of health services;
 - (3) To purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4) To satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
 - (5) To carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)).
 - d. Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs.
2. **Records Maintenance, Access and Confidentiality.**
 - a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
 - b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum

of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.

- c. **Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.
- d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training and/or care plan;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

- e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.**

All individuals receiving services with funds provided under this Contract must be enrolled and that client's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in AMH's MOTS Reference Manual located at: <http://www.oregon.gov/oha/amh/pages/compass/electronic-data-capture.aspx>, as may be revised from time to time.

- 3. **Alternative Formats of Written Materials.** In connection with the delivery of Services, Provider shall:
 - a. Make available to a Client, without charge to the Client, upon the Client's, the County's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's

administrative rules or by the Oregon Health Authority's written policies made available to Provider.

- b. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by Provider.
- c. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by Provider.
- d. Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the services and all provider contracts related to this Agreement.

4. Reporting Requirements. Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:

- a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
- b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit G, Required Federal Terms and Conditions, Section 14. Disclosure.

5. Compliance with Law. Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against individuals with disabilities; (c) all state laws requiring reporting of client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit G to the certain 2015-2017 Intergovernmental Agreement for the Financing of Community Addictions and Mental

Health Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.
8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the certain 2015-2017 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference.
11. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.
12. Provider shall include sections I through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.

**2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

**EXHIBIT I
PROVIDER INSURANCE REQUIREMENTS**

County shall require its first tier Providers(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with whom the County directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider enters into a contract.

TYPES AND AMOUNTS.

1. **Workers Compensation:** Must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

2. **Professional Liability:** **Required by OHA** **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

- Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,000.	\$4,000,000.

3. **Commercial General Liability:** **Required by OHA** **Not required by OHA.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,000.	\$4,000,000.

4. **Automobile Liability:** **Required by OHA** **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,000.	\$4,000,000.

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider’s activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

6. **Notice of Cancellation or Change.** The Provider or its insurer must provide 30 days’ written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

7. **“Tail” Coverage.** If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, the Provider shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of : (i) the Provider’s

completion and County 's acceptance of all Services required under the Provider Contract or, (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

8. **Certificate(s) of Insurance.** County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

**EXHIBIT J
START-UP PROCEDURES**

**A&D Special Projects (AD 60-Start-Up)
MHS Special Projects (MHS 37-Start-Up)**

INTRODUCTION

Start-Up funds are awarded for expenses necessary to begin, expand, or improve services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Start-Up funds are typically disbursed prior to initiation of services. Funds are used to cover costs such as employee salaries and training, furnishings and supplies, renovation of facilities under \$5,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

Requirements for Start-Up Payment

Payment of Start-Up funds is subject to the following requirements and any special conditions which are specified in Exhibit C.

1. Basis and Method of Payment

- a.** Funds are paid for actual allowable expenses up to the limit specified for Start-Up. Allowable expenses for each service element are limited to those listed under Allowable Start-Up Expenditures in this Exhibit. OHA must approve payment for all Start-Up funds.
- b.** After execution of this Agreement or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 days. Ordinarily, OHA will not release funds earlier than 90 days prior to the projected first day of service. However, under justifiable circumstances, OHA may release funds earlier.
- c.** A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:
 - (1)** When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e. the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Addictions and Mental Health Division as the

Security Interest Holder to OHA within five (5) days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Addictions and Mental Health Division
500 Summer Street NE, E86
Salem, OR 97301

- (2) When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

2. Special Written Approval Authorizations

When using Start-Up funds the following circumstances require special written authorization from OHA prior to acquisition. These circumstances should be communicated to OHA within 14 days of the anticipated acquisition date.

a. WHEN LEASING:

- (1) Acquisition of real property, vehicles or capital items pursuant to a Lease;
- (2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition;
- (3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

b. OTHER:

- (1) A change in the intended use of Start-Up funds or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

3. Release of Payments

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 days of the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

4. Start-Up Expenditure Documentation Maintained by County

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

- a. The amount advanced;

- b. The amount expended on each allowable category, and the amount expended on each item listed as required in section 2 above and pre-approved by OHA;
- c. Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit.

County must maintain supporting documentation for all expenditures (i.e., receipts).

5. **Expenditure Reports to OHA**

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 90 days following the effective date of the award, or within 60 days of termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

6. **Recovery of Start-Up Funds**

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

- a. Bill County for subject funds;
- b. Following 30 days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or
- c. Take other action needed to obtain payment.

7. **Dedicated Use Requirement**

Vehicles costing \$1,000 or more must be used to provide the service for which OHA approved the Start-Up funds. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

8. **Removal of Liens**

The following steps describe the process for removal of liens:

- a. To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers, must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

ALLOWABLE START-UP EXPENDITURES

Addictions and Mental Health Division

Policies: Start-Up funds:

1. Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.
2. Must be expended only for items and services listed below.
3. Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients. If, however, some or all clients in a new program are not enrolled when a program opens, and this delay results in a loss of service payment or room and board revenue, Phase-In funds may be used to make up for those lost revenues up to 30 days.
4. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by AMH.

Allowable Costs (includes costs incurred during client trial visits)

1. **Personnel Costs:** Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.
 - a. Salaries and wages;
 - b. OPE costs; and
 - c. Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).
2. **Facility Costs:**
 - a. Lease/mortgage payments and deposits;
 - b. Property taxes and maintenance fees not included in, lease or mortgage payments;
 - c. Utility costs, including hook-up fees; or,
 - d. Equipment rental costs.
3. **Program Staff Training:**
 - a. Training materials;
 - b. Training fees;
 - c. Trainer fees; and
 - d. Travel costs (excluding out of state).
4. **Services and Supplies:**
 - a. Program and office supplies;
 - b. Initial supplies of food, maintenance, and housekeeping items; or
 - c. Initial insurance premiums, (general, liability, and professional liability insurance;
5. **Capital Outlay**

- a. Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs, work-related equipment for vocational programs;
- b. Technical or adaptive equipment needed by clients but not available through the Adult and Family Services (client medical card), Vocational Rehabilitation, or other appropriate service agency;
- c. Office furnishings and equipment proportionate to size of residential program/staff being implemented;
- d. Vehicle purchases or down payment; lease payments and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment such as lifts or ramps; and
- e. Renovation of real property costing less than \$5,000.

**2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES**

**EXHIBIT K
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER LISTING**

Clackamas County

Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
MHS 01	Local Administration - Mental Health Services		N/A	
X A&D 03	Local Administration - Addictions Services		N/A	
X A&D 60	Special Projects		N/A	
X A&D 60	Housing Assistance		N/A	
X A&D 60	Strategic Prevention Framework		N/A	
X A&D 61	Adult Substance Use Disorder Residential Treatment		N/A	
X A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment		N/A	
X A&D 63	Peer Delivered Services		N/A	
A&D 66	Community Behavioral and Substance Use Disorder Services	Subrecipient	SAPT	93.959
X A&D 67	Substance Use Disorder Residential Supportive Capacity		N/A	
A&D 70	Alcohol and Drug Abuse Prevention	Subrecipient	SAPT	93.959
X A&D 80	Problem Gambling Prevention Services		N/A	
X A&D 81	Problem Gambling Treatment Services		N/A	
X A&D 82	Problem Gambling Residential Services		N/A	
MHS 20	Non-Residential Mental Health Services For Adults		N/A	
X MHS 22	Child and Adolescent Mental Health Services Treatment Foster Care		N/A	
MHS 26	Non Residential Youth and Young Adults Mental Health Services In Transition		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services		N/A	
MHS 30	Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board - PSRB and JPSRB		N/A	
X MHS 31	Enhanced Care/Enhanced Care Outreach Services		N/A	
X MHS 34	Adult Foster Care Services		N/A	

x

x

x

Clackamas County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
MHS 35	Older/Disability Adult Mental Health Services		N/A	
MHS 36	Pre-Admission Screening and Resident Review Services		N/A	
MHS 37	MHS Special Projects		N/A	
MHS 37	Peer Delievered Services		N/A	
MHS 37	Parent Child Interaction Therapy		N/A	
MHS 37	Mental Health Supported Housing and Rental Assistance		N/A	
MHS 37	Supported Education		N/A	
MHS 37	Community Behavioral and Mental Health Services	Subrecipient	MHBG	93.958
MHS 39	Projects For Assistance In Transition From Homelessness (PATH) Services		N/A	

All highlighted and initialed services elements on pages 220-221 are elements not awarded to Clackamas County in 2015-2017 Intergovernmental Agreement #147783

Signed by:

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

Date:



COPY

Richard Swift
Interim Director

June 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Revenue Provider Agreement with
MODA Health Plan, Inc. to provide primary care services to assigned members at the
Clackamas County Health Centers

Purpose/Outcomes	MODA Health Plan, Inc. is a health plan provider and assigns their members to Clackamas County Health Centers Division (CCHCD) for care.
Dollar Amount and Fiscal Impact	This is a No Maximum agreement. Revenue is determined by number of members assigned that receive services.
Funding Source	Fee for service. No County General Funds are involved.
Safety Impact	None
Duration	Effective upon signature and continues until terminated
Previous Board Action	No previous action
Contact Person	Deborah Cockrell, Health Center Director -- 503-742-5495
Contract No.	6977

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a Revenue Provider Agreement with MODA Health Plan, Inc. to provide primary care services at the Clackamas County Health Centers

This is a No Maximum agreement as revenue will be determined by the number of assigned members and how many of them receive services. County Counsel reviewed this agreement on June 10, 2015. The Agreement is effective upon signature and continues until terminated.

Recommendation

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

Respectfully submitted,

Richard Swift, Interim Director

FOR MODA HEALTH USE ONLY
CONTRACT EFFECTIVE DATE:

Contract # 6977

**MODA HEALTH PLAN, INC.
PARTICIPATING PROVIDER AGREEMENT**

This Participating Provider Agreement ("Agreement") is entered into between Moda Health Plan, Inc. (hereinafter referred to as "Moda Health") and **Clackamas County Health Centers** (hereinafter referred to as "Provider"). This Agreement shall be effective as of the date it is countersigned by Moda Health ("Effective Date"). Notwithstanding the Effective Date, Provider shall not provide services to Members under this Agreement unless and until all licensure verification and credentialing processes (if applicable) have been completed and approved by Moda Health.

RECITALS

A. Moda Health is an Oregon corporation engaged in the business of providing health insurance and administering or providing Health Benefit Plans.

B. Moda Health and Provider desire to enter into this Participating Provider Agreement under which Provider will provide medical services within the scope of its licensure or accreditation with respect to the Health Benefit Plans offered by Moda Health.

C. Moda Health and Provider recognize that while the Health Benefit Plans under which a Member may seek medical services may or may not cover and/or pay for the medical services requested, the final decision to provide or receive medical services is to be made by the Member and Provider. Provider will consider the Member's input into the proposed treatment plan, including the opportunity for the Member to refuse treatment and express preferences for future treatment and decisions.

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS

- 1.1 **"Administrative Services Only"** or **"ASO"** means an arrangement whereby an employer or other entity has retained Moda Health to perform certain administrative tasks, such as claims handling and claims payment, for its employees. In an ASO arrangement, the employer acts in a self-insured role which means that they are financially responsible for any claim payments on behalf of their employees and Moda Health fulfills the role of a third party administrator.
- 1.2 **"Billed Charge"** is the fee for health care services typically charged by Provider for a particular service.
- 1.3 **"Clean Claim"** means a claim that has no defect, impropriety, lack of any required substantiating documentation or particular circumstance requiring special treatment that prevents timely payment in accordance with this Agreement.
- 1.4 **"Continuity of Care"** means the feature of a health benefit plan under which a Member who is receiving care from an individual provider is entitled to continue with the individual provider for a limited period of time after the medical services contract terminates.

- 1.5 **"Covered Services"** means those medically necessary health care services covered under a Health Benefits Plan, as determined under the terms and conditions of the applicable Health Benefits Plan.
- 1.6 **"Emergency Medical Condition"** means a medical condition that manifests itself by acute symptoms of sufficient severity, including severe pain, that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of a person, or a fetus in the case of a pregnant woman, in serious jeopardy.
- 1.7 **"Fully Insured Plan"** means an employer group health plan under which the employer pays a monthly premium to Moda Health for health coverage for the employer's employees and dependents of such employees and under which Moda Health administers the plan and assumes the risk. Fully Insured Plan also includes an individual plan for which the individual pays a premium to Moda Health for health coverage for the individual and/or the individual's dependents under which Moda Health administers the plan and assumes the risk.
- 1.8 **"Health Benefits Plan"** means a group health benefits plan, including individual or group health insurance policies, offering the services of approved health care providers participating in the Moda Health Benefit Plans funded, underwritten or administered by Moda Health and which describes the Covered Services, applicable co-payments, co-insurance and deductibles (if any), and other information pertinent to the provision of services.
- 1.9 **"Hospital"** means a fully licensed medical hospital.
- 1.10 **"Medical Case Management"** means the evaluation of a medical condition, developing and implementing a plan of care, coordinating medical resources, communicating health care needs to the Member and the Member's health care provider, and monitoring the Member's progress to facilitate quality care.
- 1.11 **"Medically Necessary"** means a service or supply that is required for the diagnosis or treatment of an illness or injury and which, in the opinion of Moda Health, is (1) appropriate to the treatment setting and level of care in terms of the amount, duration, and frequency and consistent with the symptoms, diagnosis, and treatment of the Member's condition; (2) received in the least costly medically appropriate treatment setting; (3) appropriate with regard to the accepted standards of medical practice as determined by Moda Health; (4) and not primarily for the convenience of the Member, the Provider, or the Member's treating health care provider.
- 1.12 **"Member"** means an individual who has enrolled in a Health Benefits Plan offered or administered by Moda Health.
- 1.13 **"Never Events"** means errors in medical care that are clearly identifiable, preventable, and serious in their consequences for patients, and that indicate a real problem in the safety and credibility of a health care provider. Examples of include surgery on the wrong body part; foreign body left in a patient after surgery; mismatched blood transfusion; major medication error; severe "pressure ulcer" acquired at Provider's facility; and preventable post-operative deaths.
- 1.14 **"Participating Provider Manual"** means the manual available on the Moda Health website which contains information and instructions for facilities and physicians, and which is prepared and provided by Moda Health, as revised by Moda Health from time-to-time.

- 1.15 **"Participating Provider"** means any individual health care professional, clinic or facility who:
 (a) is fully licensed or certified within their scope of practice to provide medical services to Members including but not limited to individuals who practice medicine or osteopathy who may be a sole practitioner or is an owner, member, shareholder, partner, or employee of a partnership or professional corporation; and (b) has entered into an agreement with Moda Health to render health care services to Members.
- 1.16 **"Payer"** means an insurance company, employer health plan, Taft-Hartley Fund, or other self-funded entities for which Moda Health administers a plan or contract that is responsible to pay or arrange to pay for the provision of health care services to Members.
- 1.17 **"Primary Care Provider or PCP"** means a health care professional who is a family physician, pediatrician, nurse practitioner or internist, and whose billings for primary care services are at least fifty percent (50%) of the physician's total billings. With respect to women patients, "Primary Care Provider" may include a women's health care provider, defined as an obstetrician, gynecologist, or physician assistant specializing in women's health, advanced registered nurse practitioner specialist in women's health or certified nurse midwife practicing within the applicable lawful scope of practice, under applicable state law.
- 1.18 **"Prior Authorization"** or **"Service Authorization"** means a determination by Moda Health, prior to the provision of services, that the Member is eligible for coverage and/or determinations by Moda Health relating to benefit coverage and medical necessity.
- 1.19 **"Referral Physician"** means a Participating Provider (including specialist and Primary Care Provider) who provides medical services to members upon referral from a Primary Care Provider.

II. TERM AND TERMINATION

- 2.1 Effective Date; Term. This Agreement will become effective on the Effective Date and will continue in effect for a period of twelve (12) months. Unless otherwise terminated as provided in this Agreement, on each anniversary of the Effective Date this Agreement will automatically extend and continue in effect for successive renewal terms of twelve (12) months each on the same terms and conditions then in effect.
- 2.2 Discretionary Termination. Either party may terminate this Agreement at any time by giving at least one hundred twenty (120) calendar days' prior written notice to the other party specifying that termination is being made under the provisions of this clause and specifying the effective date of termination.
- 2.3 Termination for Cause. Either party may terminate this Agreement at any time for cause by providing thirty (30) calendar days' prior written notice to the other party. Cause shall mean any material violation of this Agreement. The notice must specify the basis for the termination and provide the other party thirty (30) calendar days to cure the breach to avoid termination under this section.
- 2.4 Immediate Termination. This Agreement shall terminate immediately upon written notice upon: (i) the institution by or against either party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of either party's debts; (ii) either party making an assignment for the benefit of creditors; or (iii) either party's dissolution or ceasing to operate in the ordinary course of business.

2.5 Effect of Termination. If this Agreement is terminated for any reason other than for quality of care concerns or Provider's failure to maintain licenses or certifications as described herein, the terms of this Agreement shall continue to be in effect as follows:

(a) Until the day following the date on which an active course of treatment entitling the Member to Continuity of Care is completed or the 120th day after date of notification by Moda Health to the Member of the termination of the contractual relationship with Provider, whichever is first; or

(b) For those Members undergoing care by Provider for pregnancy and who become entitled to Continuity of Care after commencement of the second trimester of the pregnancy, such Members shall receive the care until the later of the following dates:

(i) The 45th day after the birth; or

(ii) As long as the Member continues under an active course of treatment, but not later than the 120th day after the date of notification by Moda Health to the Member of the termination of the contractual relationship with Provider.

During this continuation period, Provider shall be paid at the rates and terms in effect as of the date of termination. Moda Health will make a good faith effort to direct Members to other participating providers.

2.6 Survival of Rights Upon Termination. The parties' confidentiality and indemnification obligations under this Agreement shall continue after termination.

2.7 NPDB Reporting Obligation. In the event that any Provider is given notice that their participation in this Agreement is being terminated for any cause relating to credentialing, re-credentialing, and quality of care or for any reason reportable to the National Practitioner Data Bank ("NPDB"), Provider shall have the appeal rights as specified in the Participating Provider Manual.

III. GENERAL REQUIREMENTS OF MODA HEALTH

3.1 Enrollment of Members. Moda Health shall use best efforts to contract with individuals or employers to provide Health Benefit Plans and to enroll Members in the Health Benefit Plans.

3.2 Changes to Member Contracts. Moda Health may change, revise, modify or alter the form and/or content of Health Benefit Plans without prior approval of or notice to Provider.

3.3 Notification to Provider. Moda Health shall notify Provider in writing of any material changes to policies, procedures, rules, the Participating Provider Manual, regulations, and schedules that Moda Health considers material to the performance of this Agreement, as well as any amendments thereto. Moda Health shall provide Provider sixty (60) days prior notice of any such changes. Such notification may be accomplished via written notification or electronic mail or through a conspicuous posting on Moda Health's website.

3.4 Member Identification and Eligibility. Each Member shall be provided with an identification card which is to be presented by Member upon visits to Provider.

3.5 Publication. Moda Health will promote use of Participating Providers by including their names and telephone numbers in its Participating Provider directory, and by so designing its Health

Benefit Plans as to offer financial incentives to Members to use Participating Providers' services and facilities. Any incorrect or incomplete information involving Provider published by Moda Health shall be corrected and disseminated by Moda Health in a timely manner.

- 3.6 Agreements with Payers. During the term of this Agreement, Moda Health will make reasonable efforts to maintain its existing agreements with its ASO groups and other Payers. Moda Health shall also evaluate the ability of ASO groups and Payers to meet claims payments obligations and to terminate or bring into compliance an ASO group or Payer that has defaulted.

IV. GENERAL REQUIREMENTS OF PROVIDER

- 4.1 Provider shall possess and will maintain in good standing, all licenses, registrations, certifications, and accreditations required by law to render health care in the State in which Provider is located, and will comply with any applicable local, state and/or federal laws or regulations related to the delivery of health care services.
- 4.2 Provider shall promptly notify Moda Health in writing, but within not more than thirty (30) days, of any formal action against any licenses or, if applicable, against any certifications by any certifying boards or organizations, as well as any changes in Provider's practice ownership or business address, along with any other problem or situation that may or will impair the ability of Provider to carry out the duties and obligations of this Agreement.
- 4.3 Provider staff shall not have confessed to, been convicted or found guilty of any offense or act that is a violation of any applicable regulations or statutes governing professional conduct of health care professionals. A conviction shall include a plea or verdict of guilty or a conviction following a plea of *nolo contendere*.
- 4.4 Provider shall participate in, accept and abide by the results of, and comply with the requirements and result of the Credentialing, Peer Review, Utilization Review and Quality Assurance Programs as set forth in the Participating Provider Manual, which is incorporated herein by this reference. These shall include, but are not limited to, medical records review, investigation of complaints, outcomes studies and data collection from monitoring and evaluation of health care service and delivery for Members. Provider shall share outcomes studies and data with Moda Health to the same extent it shares such information with any other health plan or Payer.
- 4.5 Any individual employed by Provider and providing health care services hereunder shall be competent and have the training necessary to perform the services as set forth in this Agreement.
- 4.6 Provider will cooperate with Moda Health so that Moda Health may meet any requirements imposed on Moda Health, or imposed on the Health Benefit Plans subject to this Agreement, by state and federal law, as amended, and all regulations issued pursuant thereto. To the extent that the terms of this Agreement conflict with applicable state and federal law, this Agreement will be deemed amended to comply with the applicable state and federal law and all regulations issued pursuant thereto.
- 4.7 Moda Health and Provider recognize that federal and state law may impose certain reporting requirements on Moda Health. By way of example, but not limitation, such reporting requirements may involve reports concerning utilization review and quality assurance or quality assessment, including preventative health care. Provider agrees to cooperate with Moda Health to provide data within Provider's control in order to assist Moda Health to respond to such reporting requirements imposed upon Moda Health.

- 4.8 Provider shall comply with the Participating Provider Manual, as may be modified by Moda Health from time to time. Moda Health shall provide Provider sixty (60) days prior notice of any such material changes. Changes to this manual may be communicated to Provider via written notification, electronic mail, or through a conspicuous posting on Moda Health's website.
- 4.9 Provider shall permit Moda Health to use Provider's name, address, telephone number, applicable specialty designation, and other information concerning Provider in directories provided to Members and other participants in Health Benefit Plans. Any incorrect or incomplete information involving Provider published by Moda Health shall be corrected and disseminated by Moda Health in a timely manner.
- 4.10 Provider shall ensure that each of its employed or contracted physicians is a Participating Provider with Moda Health.
- 4.11 Moda Health and Provider recognize that while the Health Benefit Plans under which a Member may seek medical services may or may not cover and/or pay for the medical services requested, the final decision to provide or receive medical services is to be made by the Member and Provider.
- 4.12 Provider may collect any applicable co-payments at the time of service. Provider shall not require advance payment of deductible and co-insurance amounts.

V. PROVISION OF SERVICES

- 5.1 Availability of Services. Provider agrees to provide medical services to Members in accordance with this Agreement and shall make best efforts to render services in a manner that assures availability, adequacy, and Continuity of Care to Members.
- 5.2 Services to Members. Services to Members shall be in accordance with appropriate professional standards of care. The quality and availability of Covered Services provided to Members shall be no less than the quality and availability provided to other patients. This Agreement shall not be construed so as to alter Provider's relationship with Provider's patients or to interfere with Provider's ability to provide services acceptable under current medical standards.
- The final decision to provide or receive services is to be made by the Member and Provider, regardless of whether Moda Health or its designated agent has determined such services are medically necessary or Covered Services. Provider will consider the Member's input into the proposed treatment plan, including the opportunity for the Member to refuse treatment and express preferences for future treatment and decisions.
- 5.3 Coverage During Absence. Provider agrees to maintain appropriate coverage arrangements among health care professionals so that Covered Services remain available and accessible to Members, including access to Provider's emergency medical services on a 24-hour, 7-day-a-week basis. The parties acknowledge that with respect to certain Participating Providers, an after-hours telephone service may satisfy this coverage requirement, provided Members are directed to an on-call physician or area facility offering urgent and emergent care.
- 5.4 Referrals. Provider agrees, in the treatment and care of Members, to the extent feasible, to use only Participating Providers and facilities. Provider agrees to make best efforts to obtain prior approval of Moda Health pursuant to procedures set forth in the Participating Provider Manual before obtaining the services of a non-Participating Provider or agency, in the event Provider believes that such health care professional or agency possesses unique skills or services necessary

to give adequate care to any Member; provided, however, that consistent with Section 5.2 of this Agreement, this limitation on referrals is not intended to cause Provider to deny referral of a Member to a non-Participating Provider for the provision of such care, if the Member is informed that the Member will be responsible for the payment of such non-covered, experimental or referral care and the Member nonetheless desires to obtain such care or referral.

- 5.5 Prior Authorizations. Provider understands that prior authorization by Moda Health is necessary with respect to certain services to be provided by Provider to a Member and, in such cases, Provider shall make best efforts to obtain prior authorization of Moda Health pursuant to procedures set forth in the Participating Provider Manual before authorizing or providing such services. If Provider fails to obtain a prior authorization where one is required, Moda Health may deny the services and Provider may not balance bill the Member.
- 5.6 Emergency Admission. In the event of a medical emergency admission in circumstances where prior consent is not possible, not feasible, or might involve delays jeopardizing the Member's care, Provider shall proceed with its best medical judgment and shall make best efforts to notify Moda Health within two (2) business days of patient admission.
- In such event, Moda Health shall pay for all Covered Services (pursuant to coverage limitations and payment provisions in the applicable Health Benefits Plan) rendered up to the time of such notification and the Moda Health approval or disapproval of the continuation of any such service. In the event that the notice required by this section is not given as required, Moda Health reserves the right to suspend, refuse, or terminate payment for Covered Services rendered between the time such notice should have been given to Moda Health and the time notice was actually given to Moda Health.
- 5.7 Withdrawal. Subject to Provider's professional responsibilities, Provider may withdraw from the care of a Member when, in the professional judgment of Provider, it is in the best interest of the Member to do so.
- 5.8 Advocacy. Provider may advocate a decision, policy or practice to Moda Health on behalf of a Member that is a patient of Provider without being subject to termination or penalty for the sole reason of such advocacy.
- 5.9 Member Identification and Eligibility. Provider shall use best efforts to verify an Moda Health Member's eligibility for service before treatment commences or as soon thereafter as reasonably possible.
- 5.10 Laboratory Certification. Provider shall take all reasonable measures to ensure that all laboratory testing sites providing services under this Agreement 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.
- 5.11 Moral or Religious Objections of Provider. The parties acknowledge that Provider shall not be obligated to provide health care services that are judged morally wrong by any religious teachings or authority under which Provider operates, except to the extent that such services are required by applicable state or federal law.

VI. RELATIONSHIP OF PARTIES

- 6.1 Provider - Moda Health. It is expressly understood that Provider renders services to Members as an independent medical service. Neither party acts as the agent, principal, joint venturer or partner of the other. It is the sole responsibility of Provider to care for Members and to determine with the Member what services are medically appropriate for any Member.
- 6.2 Liability for Obligations. Notwithstanding any other section or provision of this Agreement, nothing contained herein shall cause either party to be liable or responsible for any debt, liability or obligation of the other party, any third party or Payer, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith. With the exception of those items subject to Section 6.3 of this Agreement, each party shall be solely responsible for the payment of debts and obligations which may be sought by a third party that may be due as a result of that party's actions and exercise of its obligations hereunder.
- 6.3 Indemnification and Contribution.

These provisions relate to third party claims made by persons or entities, including Members, other than Provider and Moda Health.

- 6.3.1 Medical Treatment. In the event of alleged improper medical treatment of a Member by Provider, Provider agrees to indemnify and hold Moda Health harmless from and against any and all liabilities, costs, damages and expenses, including attorney's fees, resulting from or attributable to the negligence or intentional acts of Provider or Provider's employees.
- 6.3.2 Mutual Indemnification. With respect to claims other than those described in Section 6.3.1, as between Provider and Moda Health and within the limits of their respective policies of professional and general liability insurance, and to the extent to not be otherwise inconsistent with the laws of the applicable jurisdiction, each party shall indemnify and hold harmless the other, its appointed board members, officers, employees, agents and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind or nature arising by reason of the indemnifying party's intentional or negligent acts or omissions in the course of its performance of its obligations under this Agreement. Nothing in this Agreement or in its performance will be construed to result in any person being deemed the officer, servant, agent or employee of the other party when such person, absent this Agreement and its performance, would not in law have held such status.

VII. PAYMENT AND BILLING

- 7.1 Billings. Provider shall make best efforts to submit written claims and detailed billings to Moda Health within ninety (90) days of the date services were provided, and in any event, shall submit claims no later than fifteen (15) months from the date that the Member received the services. Except for claims for which Moda Health is the secondary insurer, claims not submitted within fifteen (15) months of the date of services shall be disallowed and Provider shall not bill the Member nor Moda Health for services or supplies associated with such claims. Notwithstanding the foregoing, for ASO groups, claims shall be submitted no later than twelve (12) months from the date that the Member received services, and such claims not submitted within twelve (12) months of the date of services shall be disallowed and Provider shall not bill the Member, the group or Moda Health for services or supplies associated with such claims. No claims may be submitted before the date of service. Provider shall not bill Moda Health for amounts in excess of Provider's Billed Charge for such services.

- 7.2 Never Events. Provider agrees that should a Never Event occur that Provider waives the right to bill and collect any reimbursement from either Moda Health or the Member for any and all services (medical or otherwise) that are related to the Never Event and for any medical services provided thereafter as a result of the Never Event occurring.

In the event that Moda Health has made any payment(s) for services that are defined after payment as Never Events, Provider agrees to promptly refund all monies paid related to the Never Event services, including any amounts paid to Provider by Member as co-payments, deductibles, and co-insurance. Provider will refund such monies promptly upon its own discovery of the occurrence of a Never Event or upon learning of a Never Event from Moda Health, the Member or any other third party.

- 7.3 Moda Health as the Secondary Insurer. Provider shall make best efforts to submit claims for which Moda Health is the secondary insurer within thirty (30) days of the primary carrier's payment or denial but in no case more than three-hundred sixty five (365) days from the date of the primary carrier's payment or denial. Should a Member fail to provide Provider with information regarding Member's coverage through Moda Health prior to expiration of the twelve (12) month claim limitation period, Member shall be responsible for payment.

- 7.4 Claim Forms and Content. Provider is expected to submit claims for services rendered using valid codes from HIPAA-approved code sets. Claims should be coded appropriately according to industry standard coding guidelines (including but not limited to UB Editor, AMA, CPT, CPT Assistant, HCPCS, DRG guidelines, CMS' National Correct Coding Initiative (CCI) Policy Manual, CCI table edits and other CMS guidelines). Claims will be submitted on the CMS UB 04 and/or CMS 1500 or other recognized forms (including any future editions), for health care services to Members. Such billings shall include a full itemization for charges, use of modifiers or extenders (if any), and summary information on diagnosis, scope of treatment and patient identity. Moda Health shall make payment to Provider within the time frames required by applicable state and federal law. Such payment shall be based on maximum fees payable by Moda Health as described in Exhibit B.

- 7.5 Claim Payment. For Covered Services provided to Members, Moda Health shall pay a Clean Claim or deny the claim not later than thirty (30) days after the date on which Moda Health receives the claim. If Moda Health requires additional information before payment of a claim, not later than thirty (30) days after the date on which Moda Health receives the claim, Moda Health shall notify the Member and Provider in writing of the delay and provide an explanation of the additional information needed to process the claim. Moda Health shall pay a Clean Claim or deny the claim not later than thirty (30) days after the date on which Moda Health receives the additional information. If Moda Health fails to pay a Clean Claim within the time frames specified herein, Provider shall be entitled to interest payments as provided in ORS 743.913. The parties acknowledge that, consistent with applicable law, the thirty (30) day payment provision and the corresponding interest payment requirements specified herein do not apply to Members who obtain coverage through a plan offered on a health care exchange, including but not limited to plans offered through Cover Oregon.

- 7.6 Limitation of Member Liability. Provider shall not bill or collect payment from the Member, or seek to impose a lien, for the difference between the amount billed under this Agreement and Provider's Billed Charges or for any amount denied or otherwise not paid under this Agreement for any reason including, but not limited to, the following:

- (a) Provider's failure to timely file claims;
- (b) Lack of medical necessity as determined by Payer or failure to obtain prior authorization;

- (c) Inaccurate or incorrect claim processing;
- (d) Insolvency or other failure by Payer to fund claim payments if Payer is an entity required by law to ensure that its Members not be billed in such circumstances.

Nothing in this provision is intended to prevent Provider and Member from contracting for the payment by a Member for services that are not Covered Services under the Member's applicable Health Benefits Plan. In addition, Member and Provider may enter into a payment agreement regarding the provision of Covered Services where the Member requests to obtain such services outside the scope of the Health Benefits Plan. In such instance, Moda Health shall not be billed for such Covered Services and Provider may collect payment for such services directly from the Member.

7.7 Overpayment/Underpayment/Erroneous Payment. As required under applicable state law, Moda Health shall have the right to make, and Provider shall have the right to request, corrective adjustments to a previously submitted claim. Any request for a corrective adjustment must specify the reason as to why the requesting entity believes it is entitled to an adjustment. Moda Health shall have no obligation to pay additional amounts and Provider shall have no obligation to refund any amounts unless the request for corrective adjustment is made within eighteen (18) months from the date the claim was originally paid or denied. In addition, for claims involving coordination of benefits, the request for corrective action must be made within thirty (30) months from the date that the claim was originally paid or denied, and any such request must specify the reason the party believes it is owed the refund or additional payment and include the name and mailing address of the entity that has primary responsibility for payment of the claim or who has disclaimed responsibility for payment of the claim. Moda Health shall have the right to request a refund at any time on claims involving fraud or instances where a third party is found responsible for satisfaction of the claim as a consequence of liability imposed by law and where Moda Health is unable to recover directly from the third party because the third party has either already paid or will pay Provider for the health services covered by the claim.

If Provider fails to contest a refund request in writing to Moda Health within thirty (30) days of its receipt, the request is deemed accepted and the refund must be paid. If Provider contests the refund request, the dispute will be processed in accordance with the appeal procedure set forth in Section 9.1. If Moda Health does not receive payment or a request for appeal within thirty (30) days of Provider's receipt of the written request, then the amount owed may be deducted from the amounts due Provider on the next claim(s) processed for Provider until the debt is settled. Neither party may request that a corrective adjustment be made any sooner than six (6) months after receipt of the request. Nothing in this section prohibits Provider from choosing at any time to refund to Moda Health any payment previously made to satisfy a claim.

7.8 Coordination of Benefits. Coordination of Benefits ("COB") refers to the determination of which of two or more health benefit plans, including Medicare or Medicaid, will pay, as either primary or secondary payer, for medical services provided to a Member. The determination of liability for payment of medical services, subject to COB, will be in accordance with applicable state and federal laws and regulations and applicable language in the Health Benefit Plans issued or administered by Moda Health. Provider agrees to cooperate with Moda Health in presenting claims for payment to other payers, or pursuing claims against other payers, for appropriate application of COB as set forth in this section. To the extent permitted by applicable state law, a secondary payer may adjust COB payments within two (2) years from the date of the initial estimated payment, should the primary carrier provide actual benefit information.

7.9 Services Not Medically Necessary and Services Considered Experimental/Investigational. If Moda Health determines that a service or supply rendered to a Member was not Medically Necessary or was experimental or investigational, Provider will not charge either Payer or

Member for such service or supply, unless Provider can demonstrate that the Member was notified prior to receiving such service or supply that Payer considered the service or supply experimental, investigational or not Medically Necessary and that the Member had agreed in writing, in advance, to pay for such service or supply.

- 7.10 Audits of Provider by Moda Health. Moda Health or its designee may conduct audits of Provider's facility and Members' records at Provider's office during Provider's regular business hours. Moda Health shall provide Provider not less than thirty (30) calendar days advance notice of such audit, except when Moda Health, in its discretion, determines there is a significant quality of care issue or risk that Provider's documents may be altered, created or destroyed. In such case, Provider shall provide Moda Health access to facility or records upon twenty-four (24) hours' notice. For Member record audits, Moda Health's notice shall apprise Provider of the period of the audit. Provider agrees to have all Member records for that period available at the time of the audit. Such records shall include dates of service, name of Member, diagnosis, description of services provided, any supporting documentation, medical and billing records and identity of practitioner providing the services. Records not produced at the time of the audit will be deemed non-existent. Moda Health shall be responsible for the cost of copying any records photocopied during an on-site audit. Audits shall be conducted in a manner that, to the greatest extent possible, avoids disruption of Provider's business affairs and minimizes the burden on Provider. Audits will comply with all laws, statutes and regulations pertaining to the confidentiality of Member records. Failure by Provider to cooperate with the audit will be a breach of this Agreement. These rights shall survive termination of this Agreement.

Moda Health's remedies for Provider's failure to cooperate with the auditors, for overutilization or lack of documentation, or for Provider's inappropriate billing, whether fraudulent, undocumented, or for medically unnecessary services, shall include, but not be limited to: application of payment of current claims to reduce the amount that Moda Health determines Provider owes for past inappropriate billing; one-hundred percent (100%) review of Provider's current and future claims and their supporting documentation; recovery of payments made to Provider for past inappropriately billed claims; denial of future inappropriately billed claims and immediate termination of Provider's agreements with Moda Health. If Moda Health denies claims for inappropriate billing, Provider shall not bill the Member.

- 7.11 Special Investigations Unit. The Moda Health Special Investigations Unit (SIU) may conduct audits of Provider during Provider's regular business hours. The SIU shall provide Provider ten (10) business days (or lesser notice if mutually agreed upon) advance notice of such audit. However, if Moda Health reasonably determines there is a significant quality of care issue or risk that Provider's documents may be altered, created or destroyed, Provider shall provide Moda Health access to facility or records upon twenty-four (24) hours' notice, except as shall not be allowed by applicable law. Except as otherwise restricted by applicable law, all medical records provided to Moda Health shall include dates of service, name of Member, diagnosis, description of services provided, any supporting documentation, medical and billing records and identity of practitioner providing the services.

Unless otherwise specified, Moda Health follows Centers for Medicare and Medicaid Services Guidelines and MCG Care Guidelines (formerly Milliman) (collectively, the "Guidelines") for the purposes of determining the appropriateness of the services and/or accuracy of the claim. Records not produced at the time of the audit will be deemed non-existent if not produced by Provider to Moda Health within thirty (30) days after the submission of the final audit report by Moda Health fully describing the audit findings. Provider shall be responsible for the cost of copying any records photocopied during an on-site audit. Audits shall be conducted in a manner that, to the greatest extent possible, avoids disruption of Provider's business affairs and minimizes the burden on Provider. Audits (including access to Provider's records) will be limited to and comply with all laws, statutes and regulations pertaining to the confidentiality of Member

records. Failure by Provider to cooperate with the audit will be a breach of this Agreement. Moda Health's rights to audit shall survive termination of this Agreement.

Provider may appeal audit findings in accordance with the SIU appeal rights set forth in the Participating Provider Manual.

- 7.12 Audits of Moda Health by Provider. Provider shall have the right to audit Moda Health's records related to adjudication of Provider's claims. The audit may be performed either by Provider or by an independent auditor selected by Provider. Such audits shall be conducted during Moda Health's regular business hours at Moda Health's office and shall be limited to records necessary to perform the audit. Provider shall give Moda Health no less than thirty (30) calendar days advance notice of such claims audit and shall inform Moda Health of the claim records to be audited. Moda Health shall have the records for that time period available for the auditors at the time of the audit. Such audits shall be conducted in a manner that, to the greatest extent possible, avoids disruption of Moda Health's business affairs and minimizes the burden on Moda Health. Audits will comply with all laws, statutes and regulations pertaining to the confidentiality of Member records. Failure by Moda Health to cooperate with the audit will be a breach of this Agreement. These rights shall survive termination of this Agreement.

VIII. COST EFFECTIVENESS

Provider agrees to practice in a cost-effective manner while ensuring quality patient care for Members and to the extent feasible, Provider agrees that it shall make best efforts to:

- (a) Avoid referring Members to an emergency room when other treatment would be equally medically appropriate and more cost-effective.
- (b) Utilize outpatient services whenever medically feasible in lieu of in-patient services.
- (c) Cooperate fully with the Moda Health pre-authorization program and particularly to obtain prior approval for all but emergency hospital admissions.
- (d) Participate in Moda Health utilization review planning for appropriate discharge of hospitalized patients.
- (e) In the event of a medical emergency which requires emergency admission to a hospital, to comply with the provisions of Section 5.6 of this Agreement.

IX. APPEALS AND DISPUTE RESOLUTION

- 9.1 Appeal Procedure. Provider shall have the right to appeal compensation disputes to Moda Health including disputes regarding adjustments pursuant to Section 7.7. Such appeal shall result in review by the Moda Health Director with oversight of Claims and the Moda Health Medical Director or their designees. If such appeal remains unresolved to the satisfaction of Provider, a final appeal may be made, in writing, to an appeals committee comprised of the Moda Health Chief Medical Officer, and the Moda Health Vice Presidents with responsibility for Claims and Provider Contracting respectively, and a hearing will be held, unless waived by the parties.
- 9.2 On behalf of a Member and with the Member's consent, Provider may appeal a denied claim to Moda Health pursuant to the appeal grievance procedures set forth in the Health Benefits Plan providing coverage to the Member. If a Member consents to a Provider's appeal of a denied claim, as provided herein, such consent must be in writing and provide that the Member agrees to

be bound by the decisions rendered in the appeal process to the same extent as if the Member were prosecuting the appeal.

- 9.3 Dispute Resolution. Any claims, disputes, or controversies between the parties arising out of or relating to this Agreement that cannot be resolved informally shall be submitted to binding arbitration in the City of Portland, Oregon and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. One arbitrator will be named by each party involved in the dispute and a third neutral arbitrator will be named by the arbitrators chosen. Judgment, vacation, modification, or correction upon the award rendered by the arbitrators may be entered by either party in any court having jurisdiction thereof. The costs of arbitration will be shared equally by Provider and Moda Health, except that each party will be responsible for its own attorney's fees.

X. MISCELLANEOUS

- 10.1 Professional Liability Insurance. During the term of this Agreement, Provider shall maintain professional liability insurance in an amount not less than \$1,000,000 per claim/\$3,000,000 aggregate. This coverage is to be primary, and insure against claims for damages arising by reason of personal injury, including bodily injury or death, directly or indirectly, in connection with the acts or omissions of Provider and/or its agents or employees, with the exception of general liability. Such coverage may be provided via a self-insured program. Provider will not make material changes to its coverage without giving thirty (30) days prior written notice to Moda Health. Upon request by Moda Health, Provider will produce evidence of such insurance.
- 10.2 General Liability Insurance. As applicable, during the term of this Agreement, Provider shall maintain general liability insurance in an amount not less than \$1,000,000 per claim/\$3,000,000 aggregate. Notwithstanding the foregoing, if Provider is an ambulatory surgery center, Provider shall maintain general liability insurance in an amount not less than \$2,000,000 per claim/\$5,000,000 aggregate. This coverage is to be primary, and insure against claims for damages arising by reason of personal injury, including bodily injury or death, directly or indirectly, in connection with the acts or omissions of Provider and/or its agents or employees, with the exception of professional liability. Such coverage may be provided via a self-insured program. Provider will not make material changes to its coverage without giving thirty (30) days prior written notice to Moda Health. Upon request by Moda Health, Provider will produce evidence of such insurance.
- 10.3 Records.
- 10.3.1 Records. As applicable, Provider and Moda Health shall maintain reasonable and necessary financial, medical, and other records pertinent to this Agreement. All financial records pertinent to this Agreement shall be maintained pursuant to generally accepted accounting principles, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All medical records shall conform to professional standards, permit encounter claim review and allow for an adequate system for follow-up treatment. All records shall be retained by the parties for at least seven (7) years or such other longer period required by applicable law.
- 10.3.2 Confidentiality of Personal Health Information. Provider and Moda Health recognize each Member's right to confidentiality of personal health information. Moda Health and Provider agree to abide by applicable state and federal laws and regulations concerning confidentiality of patient medical records and personal health information, including financial information. The parties will cooperate in the exchange of information

sufficient to permit Moda Health and Provider to perform its functions under this Agreement and its Health Benefit Plans. Moda Health agrees not to disclose any personal health information or privileged information to third parties, except, to the extent permitted by law, in its performance of Peer Review, Utilization Review and Quality Assurance Review programs, or in compliance with applicable state or federal law.

10.3.3 Request for Records. Subject to any legal restrictions and upon request by Moda Health, Provider will promptly provide copies of the medical and billing records to Moda Health, at no charge, for those purposes which Moda Health deems reasonably necessary, including without limitation, claims adjudication, quality assurance, medical audit, credentialing or re-credentialing.

10.4 Notice. Except as otherwise specified herein, any notices required or permitted to be given hereunder shall be given in writing by personal delivery or by overnight mail delivery via a nationally recognized carrier. Notices shall be addressed to the parties at the following addresses:

To Moda Health:

**Moda Health Plan, Inc.
601 SW Secoud Avenue
Portland, OR 97204-3156
Attn: Provider Contracting Dept.**

To Provider:

**Clackamas County Health Centers
2051 Kaen Rd.
Oregon City, OR 97045**

Either party may change such party's address for notice by written notice given in accordance with this paragraph. Notice sent to the last known address of a party shall be deemed sufficient notice. Notices will be deemed given as of the date of actual receipt.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

10.6 Medical Decisions. A licensed doctor of medicine or osteopathy shall be retained by Moda Health and shall be responsible for all final medical and mental health decisions relating to coverage or payment made pursuant to this Agreement.

10.7 Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control and occurring without its fault or negligence including, but not limited to, acts of nature, government restrictions, wars, strikes, and insurrections. As a condition to the claim of non-liability, the party experiencing the delay shall give the other party prompt written notice of the reason for its non-performance and the date by which it believes performance can be resumed.

10.8 Entire Agreement. This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein. In the event of a conflict or inconsistency between this Agreement and any exhibit, attachment, plan program, policy, manual or any other document affecting this Agreement, the provisions of this Agreement shall control.

10.9 Authority. Provider has the unqualified authority to and hereby binds itself and any health care professionals employed or contracted by Provider to provide services covered by this Agreement, to the terms and conditions of this Agreement, including any addenda, appendices, attachments and exhibits, extensions and renewals, as applicable. In the event Provider does not possess the right to legally bind

any of its employed or contracted physicians to this Agreement, Provider shall ensure that each such physician executes a statement in substantially the form provided by Moda Health in which each such physician agrees to be bound by the terms and conditions of this Agreement, including any addenda, appendices, attachments and exhibits, extensions and renewals, as applicable.

- 10.10 Severability and Right to Terminate. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect; provided, however, that in such event, either party shall have the right to terminate this Agreement upon ninety (90) calendar days written notice to the other that this Agreement is being terminated pursuant to this section.
- 10.11 Amendment. This Agreement may not be modified or amended except by mutual consent in writing signed by the duly authorized representatives of Provider and Moda Health; provided however, that Provider and Moda Health will comply with any and all amendments and exhibits contained in this Agreement.
- 10.12 Assignment. Neither party may assign this Agreement without the written consent of the other party.
- 10.13 Waiver. Any waiver of compliance with any provision or waiver of the breach of any provision of this Agreement must be in writing and signed by the waiving party. Any such waiver shall not operate as, or be deemed to be, a waiver of any prior or future breach of such provision or of any other provision.
- 10.14 Confidentiality. The terms of this Agreement are confidential and proprietary information. Each of the parties agrees to use its best efforts to maintain the confidentiality of such information and to safeguard such information against loss, theft, or other inadvertent disclosure. To the extent consistent with applicable state law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Moda Health Plan, Inc.
601 SW Second Avenue
Portland, OR 97204-3156

Clackamas County Health Centers
2051 Kaen Rd.
Oregon City, OR 97045

(Signature)

(Signature)

William E. Johnson, MD, MBA, FACS
(Print Name)

(Print Name)

President
(Title)

(Title)

(Date)

(Date)

(Tax ID Number)

**EXHIBIT A
PRACTICE INFORMATION**

Tax ID #: 93-6002286
NPI: 1720017809

Claims Remittance / Billing Location

Remittance/Billing Address*: 2051 Kaen Road, Suite 367
Oregon City, Oregon 97045-4035

Telephone Number: 503 742-5300

Fax Number: 503-742-5979

Office Contact: Dan Smith

Email address (if applicable): dsmith2@co.clackamas.or.us

Payments will be made to Group/Clinic unless otherwise requested

**Remittance address listed must match information provided in Box 33 on CMS 1500 or equivalent form, or Box 2 on a UB-04 or equivalent form.*

Practice Location(s)

Physical Address (Primary): See Address Attachment

Telephone Number:

Fax Number:

Physical Address 2 (if applicable):

Telephone Number:

Fax Number:

Please attach a separate locations listing, as necessary.

Exhibit A
 Provider Roster
 Clackamas Health Centers Primary Care Staff

Name	License Type	TIN	License #	Specialty	Location	Provider Effective Date	Accepting New Patients
Alex Pandzik	FNP	93-6002286	1770716763	Nurse Practitioner	HC SUNNY	Current	Yes
Andrew Suchocki	MD	93-6002286	1780804401	Medical Director	All sites	Current	Yes
Angela Amundson	RN	93-6002286	1366886293	Program Planner/RN	HC BEAVER	Current	Yes
Cherry Plisigan	FNP	93-6002286	1639592231	Nurse Practitioner	HC BEAVER	Current	Yes
Cheryl Calcagno	FNP	93-6002286	1144516253	Nurse Practitioner	HC SUNNY	Current	Yes
Cheryl Weaver	RN	93-6002286	1477990273	Community Health Nursing Supv	HC BEAVER	Current	Yes
Elisa Engbretson	FNP	93-6002286	1356396733	Nurse Practitioner	HC BEAVER	Current	Yes
Jacqueline Beckwith	FNP	93-6002286	1366420739	Nurse Practitioner	HC SAN EVE	Current	Yes
Jaime Bartholomew	RN	93-6002286	1558789636	Community Health Nurse 2	HC SUNNY	Current	Yes
James Hart	RN	93-6002286	1235402348	Community Health Nurse 2	HC SUNNY	Current	Yes
Julie DeMille	FNP	93-6002286	1679763122	Nurse Practitioner	HC BEAVER	Current	Yes
Kimberly Tinker	FNP	93-6002286	1831196039	Nurse Practitioner (School)	HC SN SBHC	Current	Yes
Leah Wessenberg	FNP	93-6002286	1023200821	Nurse Practitioner (School)	HC CB SBHC	Current	Yes
Leann Zielinski	DO	93-6002286	1477713634	Public Health Physician	HC BEAVER	Current	Yes
Marianne Russo	RN	93-6002286	1134538036	Community Health Nurse 2	HC BEAVER	Current	Yes
Mary Gibson	FNP	93-6002286	1346301918	Nurse Practitioner	HC BEAVER	Current	Yes
Mary Miller	MD	93-6002286	1538208525	Public Health Physician - Pediatrics	HC GLAD	Current	Yes
Matthew Keegan	DO	93-6002286	1891809588	Public Health Physician	HC SUNNY	Current	Yes
Pamela Avila	FNP	93-6002286	1811011174	Nurse Practitioner	HC OC SBHC	Current	Yes
Pamela Calvert	RN	93-6002286	1861899114	Community Health Nurse 2	HC BEAVER	Current	Yes
Rebecca Swora	CNM	93-6002286	1821021684	Nurse Practitioner	HC BEAVER	Current	Yes
Rowan Casey-Ford	MD	93-6002286	1215162235	Public Health Physician	HC SUNNY	Current	Yes
Stephanie Hartwig	RN	93-6002286	1235536582	Community Health Nurse 2	HC BEAVER	Current	Yes
Virginia McIntyre	RN	93-6002286	1578849667	Community Health Nurse 2	HC BEAVER	Current	Yes
Wendy Perman	RN	93-6002286	1881927549	Community Health Nurse 2	HC GLAD	Current	Yes

**EXHIBIT B
PARTICIPATING PROVIDER AGREEMENT
REIMBURSEMENT – PROFESSIONAL SERVICES (Continued)**

7. Carve-Outs

The following codes will be carved out and reimbursed at the rates set forth below.

HCPCS	Description	U/M Quantity	Allowable
90471	Immunization administration (includes percutaneous, intradermal, subcutaneous, or intramuscular injections); 1 vaccine (single or combination vaccine/toxoid).	Per procedure	100% of billed charges
90472	Immunization administration (includes percutaneous, intradermal, subcutaneous, or intramuscular injections); each additional vaccine (single or combination vaccine/toxoid) (List separately in addition to code for primary procedure).	Per procedure	100% of billed charges
90473	Immunization administration by intranasal or oral route; 1 vaccine (single or combination vaccine/toxoid).	Per procedure	100% of billed charges

8. Carve-Out Charge Master - Effective January 1, 2015

Solely pertaining to the carve-out codes outlined in Exhibit B, Section 7, Provider's Charge Master Increase to Moda Health over any consecutive twelve-month time period will be capped at five percent (5%). Should Provider increase its Charge Master more than five percent (5%) in any consecutive twelve month period, Moda Health requires Provider to provide at least sixty (60) days advance written notice. Payment rates for all services will be adjusted to ensure budget neutrality as intended for the contract period. Moda Health will work with Provider to adjust rates to accommodate unusual and non-routine adjustments to its Charge Master.

9. Hearing Aids

Reimbursement of Hearing Aids will be paid at one hundred percent (100%) of billed charges, not to exceed acquisition cost, plus five percent (5%). Audits will be done to establish conformity and substantiate billed charges for these items. For audits, as well as on request, Provider is required to provide the manufacturer's original invoice. Invoices must be dated within six (6) months of the date of service and be for the specific Hearing Aid in each case. Refunds may be requested for amounts paid that are not consistent with this pricing methodology.

10. Hearing Aid Services

Fitting, Orientation and Checking of Hearing Aids is considered a miscellaneous charge. These services are reimbursed using the **Medicine** Conversion Factor (see **Fee Schedule** under this Exhibit) and are subject to any Hearing Aid benefit limitation.

11. Unlisted Procedures and/or Supplies (*not* including Hearing Aids or Medicare Part B Drugs)

Unlisted procedures will be allowed at sixty percent (60%) of billed charges for medically necessary supplies or unlisted procedures (a procedure without a Relative Value Unit).

EXHIBIT B
PARTICIPATING PROVIDER AGREEMENT
REIMBURSEMENT – PROFESSIONAL SERVICES (Continued)

12. Medicare Part B Drugs (including Injectables and Cancer Drugs)

Moda Health shall compensate Provider at one hundred percent (100%) of billed charge, not to exceed acquisition cost. Audits will be done to establish conformity and substantiate billed charges for these items. For audits, as well as on request, Provider is required to provide the manufacturer's invoice. Invoices must be dated within six (6) months of the date of service and be for the specific Part B Drug. Refunds may be requested for amounts paid that are not consistent with this pricing methodology.

13. Durable Medical Equipment (DME) (not including Hearing Aids)

In accordance with CMS guidelines and Moda Health Medical Necessity Criteria guidelines, DME will be reimbursed at ninety-five percent (95%) of the then-current Medicare DMEPOS schedule, available as of January 1. Moda Health will not implement Medicare quarterly updates.

For rental DME, Moda Health requires that the purchase price be supplied at the time of initial rental. Moda Health will pay the lesser of the amount required to purchase the DME or rental charges for DME, up to the maximum rental period for DME as defined by CMS.

14. Second and Subsequent Surgeries

For outpatient services, subsequent (secondary or tertiary) procedures performed on the same day as primary procedures will be reimbursed at fifty percent (50%) of the allowed amount for the procedure.

15. Reimbursement Below Cost

If reimbursement is below acquisition cost, Provider can submit an appeal and the claim will be paid at cost when an invoice is included with the claim.

**EXHIBIT B-1
PARTICIPATING PROVIDER AGREEMENT
REIMBURSEMENT – VACCINES**

[See separately attached Exhibit B-1 Vaccine Pricing Table]

Facility Name - New Address/New	Address	City	State	Zip	Main Number	Fax Number
Clackamas Health Centers Administration - Public Service Building	2051 Kaen Road, Suite 367	Oregon City	OR	97045-4035	503-742-5300	503742-5979
Beavercreek Health Clinic (Dental Clinic)	1425 Beavercreek Road	Oregon City	OR	97045-4023	503-655-8471	503 655-8595
Sunnyside Health Clinic (Dental Clinic)	9775 SE Sunnyside Road, Suite 200	Clackamas	OR	97015-5721	503-655-8471	503 794-3850
Gladstone Health Clinic	18911 Portland Avenue	Gladstone	OR	97027-1630	503-655-8471	503 722-6810
Sandy Health Clinic (Evening Clinic)	37400 Bell Street	Sandy	OR	97055-7868	503-655-8471	503 668-1892
Oregon City School Based Health Center	19761 Beavercreek Road	Oregon City	OR	97045-9557	503-785-8770	503-785-8543
Sandy School Based Health Center	37400 Bell Street	Sandy	OR	97055-7868	503-668-3483	503 668-1892
Canby School Based Health Center	721 SW 4th Avenue	Canby	OR	97013-3908	503-263-7219	503-263-7213
Hilltop Behavioral Health Clinic	998 Library Ct	Oregon City	OR	97045-4041	503-655-8401	503-655-8429
Sandy Behavioral Health Clinic	38872 Proctor Blvd	Sandy	OR	97055-8035	503-722-6950	503-722-6939
Stewart Behavioral Health Clinic	1002 Library Ct	Oregon City	OR	97045-4066	503-655-8264	503-655-8428

EXHIBIT B-1

Reimbursement - Vaccines

Oregon Immunization Program, Vaccine Costs by Dose for Billable Clients
(County Health Clinics Must Not Charge Higher Than Published Prices)

VACCINE	CPT	CVX	MFG	Brand	Allowable
DTaP	90700	20	GSK	Infanrix	100% of billed charges
			SANOPI-PASTUER	Tripedia *	100% of billed charges
	90700	106	SANOPI-PASTUER	Daptacel	100% of billed charges
DTaP/HepB/IPV	90723	110	GSK	Pediarix	100% of billed charges
DTaP/IPV	90696	130	GSK	Kinrix	100% of billed charges
DTaP/IPV/Hib	90698	120	SANOPI-PASTUER	Pentacel	100% of billed charges
DT	90702	28	SANOPI-PASTUER	Pediatric DT	100% of billed charges
Eipv	90713	10	SANOPI-PASTUER	IPOL	100% of billed charges
IG	90281	86	GRIFOLS	GamaSTAN S/D	100% of billed charges
HBIG	90371	30	GRIFOLS	HyperHep B S/D	100% of billed charges
Hep A	90633	83	GSK	Havrix	100% of billed charges
			MSD	Vaqta	100% of billed charges
			52	GSK	Havrix (Adult)
	90632		MSD	Vaqta (Adult)	100% of billed charges
	90730	85	Not Specified - Pediatric		100% of billed charges
Hep B	90744	8	GSK	Engerix-B	100% of billed charges
			MSD	Recombivax HB	100% of billed charges
			43	GSK	Engerix-B (Adult)
	90746		MSD	Recombivax HB (Adult)	100% of billed charges
		45	Not Specified - Pediatric		100% of billed charges
	90731		Not Specified - Adult		100% of billed charges
Hep A/B	90636	104	GSK	Twinrix	100% of billed charges
HepB-Hib	90748	51	MSD	Comvax	100% of billed charges
Hib	90648	48	SANOPI-PASTUER	ActHIB	100% of billed charges
			GSK	Hiberix	100% of billed charges
	90647	49	MSD	PedVaxHIB	100% of billed charges
	90737	17	Not Specified		100% of billed charges
Men/Hib	90644	148	GSK	MenHibrix	100% of billed charges
HPV	90649	62	MSD	Gardasil	100% of billed charges
Meningococcal	90734	114	SANOPI-PASTUER	Menactra	100% of billed charges
	90734	136	NOVARTIS	Menveo	100% of billed charges
	90733	32	SANOPI-PASTUER	Menomune	100% of billed charges
MMR	90707	3	MSD	MMR II	100% of billed charges
MMR-V	90710	94	MSD	ProQuad	100% of billed charges
Pneumo 23	90732	33	MSD	PneumoVax 23	100% of billed charges
Pcv 13	90670	133	LED	Prevnar 13	100% of billed charges
Rotavirus	90681	119	GSK	Rolarix	100% of billed charges
	90680	116	MSD	RotaTeq	100% of billed charges
Td	90714	113	SANOPI-PASTUER	Decavac*	100% of billed charges
		113	SANOPI-PASTUER	Tenivac	100% of billed charges
Tdap		115	GSK	Boostrix	100% of billed charges
			SANOPI-PASTUER	Adacel	100% of billed charges
	90715		Not Specified		100% of billed charges
Varicella	90716	21	MSD	Varivax	100% of billed charges
Influenza	90654	144		Fluzone ID	100% of billed charges
	90656	140		Fluzone, Fluvirin, FLUARIX, Afluria	
	90657	141		Fluzone	
	90658	141		Fluzone, Fluvirin, FluLaval, Afluria	
	90681	153		Flucelvax	
	90682	135		Fluzone High Dose	
	90672	149		FluMist Quadrivalent	
	90673	155		Flublok	
	90685	161		Fluzone Quadrivalent	
	90686	150		Fluzone, Fluarix Quadrivalent	
	90687	158		Fluzone Quadrivalent	
90688	158		Fluzone, FluLaval Quadrivalent		

* This vaccine is no longer available. Price reflected is the most recent price per dose prior to leaving the market.

SPECIAL TERMS & CONDITIONS: Provider's billed charges to Moda Health for the above-listed vaccines may not exceed Provider's actual acquisition cost regardless of supplier source. For State-supplied vaccines, billed charges may not exceed the "Price Per Dose" for the applicable period as established by the Oregon Immunization Program on January 1 & July 1 of each year. For non-State supplied vaccines, billed charges may not exceed Provider's acquisition cost from the pharmaceutical supplier. Moda Health understands and agrees that such pricing is subject to change during the term of this Agreement. Audits will be done from time to time to establish conformity and to substantiate billed charges for these vaccines. For audits as well as upon request, where non-State supplied vaccines are concerned, Provider is required to provide the supplier's invoice. Invoices must be dated within six (6) months of the date of service and be for the specific vaccine. Refunds may be requested for amounts paid that are not consistent with this pricing methodology. The parties agree to review the content herein as needed. Moda Health reserves the right to accept or deny any new vaccine addition and/or other material change to the terms and conditions of this Exhibit B-1.

Exhibit B-1

County Name: _____

Approved by County: _____ (initial here) | Date Approved: _____



COPY

Richard Swift
Interim Director

June 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a renewal Professional Services Agreement with Folk Time, Inc., for peer services to the Stewart Community Center and Hilltop Adult Services Center

Purpose/Outcomes	Provide peer services to the Stewart Community Center and Hilltop Adult Services Center, using a Peer Support Team model to promote a recovery oriented support system.
Dollar Amount and Fiscal Impact	Contract maximum value is \$190,000. This agreement is funded through revenue from the Adult Mental health Services and the Community Support Team.
Funding Source	3610-8600 – Adult Mental Health Services and 3610-8604 – Community Support Team. No County General Funds are involved.
Safety Impact	None
Duration	Effective July 01, 2015 and terminates on June 30, 2016
Previous Board Action	The Board last reviewed and approved this agreement on June 27, 2013.
Contact Person	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
Contract No.	7169

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of an Agreement with Folk Time, Inc., for peer services to the Stewart Community Center and Hilltop Adult Services Center

As part of Clackamas County's Behavioral Health Redesign, which was started in 2009, Clackamas County Health Centers Division, Behavioral Health Clinics committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services. Peer Services is an evidenced based practice to provide recovery oriented services designed to reduce the number of recurring treatment episodes. The term peer, for the purposes of this contract, refers to a person who has been the recipient of inpatient or outpatient mental health and/or addiction treatment services. Peers provide support to an individual or family who has similar lived experiences.

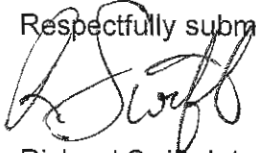
Folk Time, Inc. will provide peer support services to consumers at the Stewart Community Center and Hilltop Adult Services Center. Peer Support Services are recovery-oriented and include companion care, transportation, activity coordination, problem solving, medication reminders, and communication skills development for individuals with receiving Behavioral Health Services.

This contract is effective July 1, 2015 and continues through June 30, 2016. This contract has been reviewed and approved by County Counsel as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written in a cursive style.

Richard Swift, Interim Director

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

Contract #7169

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division, hereinafter called "COUNTY", and **FOLKTIME, INC.**, hereinafter called "CONTRACTOR".

I. SCOPE OF SERVICES

- A. CONTRACTOR agrees to provide peer support services for individuals receiving services at Clackamas County Behavioral Health Center as more fully described in Exhibit A at the following sites and in the community:
- **Clackamas County Stewart Behavioral Health Center - Community Support Team** located at 1002 Library Court in Oregon City, Oregon
 - **Clackamas County Oregon City Hilltop Behavioral Health Center - Adult Services Team** located at 998 Library Court in Oregon City, Oregon
- B. CONTRACTOR agrees to submit all employees who support this contract work to criminal background checks. Only employees who have successfully passed criminal background checks will be allowed to work on-site.
- C. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.
- D. Services required under the terms of this agreement shall commence **July 1, 2015**. This agreement shall terminate **June 30, 2016**.

II. COMPENSATION AND RECORDS

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

Total payment for peer support services provided at **Stewart Behavioral Health Center** and with the **Oregon City Hilltop Behavioral Health Center** is based on actual cost. The total amount paid to CONTRACTOR shall not exceed \$190,000.

Payment shall be for true and verifiable expenses for work performed, for services rendered, and for labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services outlined in this contract.

- B. Method of Payment: To receive payment, CONTRACTOR shall submit quarterly reports as described in Exhibit A and submit monthly invoices as follows:

CONTRACTOR shall submit invoices by the tenth day of the month following that in which service was performed. The invoice shall list the contract # 7169, personnel costs, supplies, break out of miscellaneous expenses, and the total amount due for all services provided during the month. Invoices shall be submitted to:

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

Or electronically to:

HealthCenterAP@clackamas.us

When submitting electronically, designate CONTRACTOR name and contract #7169 in the subject of the e-mail.

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

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

- 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 five (5) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- 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 CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

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

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations: CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.
- B. Special Federal Requirements: Common rule restricts lobbying. See Volume 55, No. 38 of Federal Register, February 1990.
- C. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. CONTRACTOR certifies that it is an independent CONTRACTOR and not an employee or agent of the COUNTY, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the CONTRACTOR.

IV. GENERAL CONDITIONS

- A. Indemnity: CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of CONTRACTOR and CONTRACTOR's officers, agents and employees, in performance of this contract.
- B. Insurance: During the term of this contract, CONTRACTOR shall maintain in force at its own expense, each insurance noted below:

1. **Commercial General Liability**

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. 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 to it.

2. **Commercial Automobile Liability**

Required by COUNTY Not required by COUNTY

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

3. **Professional Liability**

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of 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. COUNTY, at its option, may require a complete copy of the above policy.

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.

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 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.

6. Insurance Carrier Rating

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

7. Certificates of Insurance

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

8. Independent Contractor Status

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

9. Primary Coverage Clarification

CONTRACTOR'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 the 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 CONTRACTOR and COUNTY.

D. Termination: This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing or delivered by certified mail or in person.

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

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

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

Folk Time, Inc. – Peer Support Services – Clinic

Professional, Technical, and Consultant Service Contract #7169

Page 5 of 12

- c. If 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.
 - d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.
 - e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
 2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:
 - a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - b. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.
 - c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
 - d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
 1. CONTRACTOR shall:
 - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR 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 CONTRACTOR by reason of this agreement.
 3. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that

CONTRACTOR 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.

4. CONTRACTOR, 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. CONTRACTORS 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. 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Future Support: COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this contract.
- G. Ownership of Work Product: All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.
- H. Integration: This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of four (4) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A Scope of Services
- Exhibit B Performance Standards

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

FOLKTIME, INC

By: 
Kris Moore, Executive Director

6-15-15
Date

232 SE 80th Avenue, Portland, OR 97215
Street Address
Portland, Oregon
City/State/Zip
(503)238-6428 / (503)238-3986
Phone / Fax Numbers

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, Interim Director
Health, Housing and Human Services Department
Date

EXHIBIT A
SCOPE OF SERVICES

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

BACKGROUND AND DEFINITIONS

The term peer, for the purposes of this contract, refers to a person who has been the recipient of inpatient or outpatient mental health and/or addiction treatment services. Peers provide support to an individual or family who has similar lived experiences.

The supports provided are defined by the individual asking for support. The individual receiving services defines their goals and sets tasks to achieve those goals. The peer provides the support needed to complete those tasks and achieve their goals. Peer services are designed to be flexible and community-based to meet the unique needs of each individual and family.

SCOPE OF WORK

1. CONTRACTOR agrees to work in conjunction with Clackamas County Behavioral Health Centers to promote a recovery oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
2. CONTRACTOR agrees to accomplish the following work under this contract to provide Peer Support Services to consumers receiving mental health services, using a Peer Support Team model, working in collaboration with service teams at the following service sites: (Groups will be held at each specific site and services will be delivered in the community as well as on the sites specified.)
 - **Clackamas County Stewart Behavioral Health Center** located at 1002 Library Court in Oregon City, Oregon
 - **Clackamas County Hilltop Behavioral Health Center** located at 998 Library Court in Oregon City, Oregon
3. CONTRACTOR will provide three .8 FTE Peer Support Specialists
 - Capacity: Each Peer will be assigned to work individually with up to 15 individuals at any one time. Additional individuals will be served by attending groups led by the peers.
4. CONTRACTOR will provide a .3 FTE Peer Supervisor
5. Peer Support Specialists will assist individuals with one-on-one (and group), self-directed, person-centered life planning and will work as an advocate within the treatment planning team if the individual requests this support.
6. Support individuals working toward mental wellness and/or addiction recovery:
 - Assist in accessing 12-step programs, support groups and other resources available in the community as appropriate to the treatment focus.
 - Provide referrals to other peer support resources as appropriate to the treatment focus.
7. Assist and support individuals with problem solving.
8. Assist and support individuals to develop community and peer relationships.

9. Assist in addressing other issues as identified by the individual and in collaboration with the treatment team.
10. Provide a variety of peer activities, including but not limited to, arts, social, physical and spiritual activities.
11. Participate in agency team meetings at the frequency deemed appropriate by the program supervisors.
12. Peer Supervisor will attend treatment team meetings at least once a month, provide weekly individual and/or group supervision to peer support specialists, and meet with program supervisors as needed.

CONTRACTOR will provide a place on site for Peer Supervisor to meet with peers.

STANDARDS OF WORK

1. Peers will use a whole health approach not only addressing issues of mental health and addiction, but spiritual and physical health as requested by the individual and in collaboration with the treatment team.
2. Peers will meet the documentation standards of the agency, the State of Oregon Integrated Service and Support Rule (ISSR), and Medicaid.
 - a. Peers working within the Hilltop and Stewart Clinics will provide documentation of all services and outreach efforts via the Clinic's electronic records system
 - b. Notes will be completed in the COUNTY electronic health record within 48 hours of the date the service was provided using the Medicaid template for Peer documentation.
 - i. Write a brief note for each service provided to a person receiving services indicating progress toward goals utilizing the Peer progress note template.
 - c. The COUNTY will be responsible for providing training to the CONTRACTOR as necessary for CONTRACTOR to provide documentation via the COUNTY's electronic records system.
 - d. Peers will be trained to make revisions to treatment plans when needed; in accordance with peer support services.
3. Peers will meet a minimum 40% productivity of direct services (includes travel time which can be documented in the progress note). This equals 13 direct service hours for a 32 hour work week.
4. Peers and Peer Supervisor will use the electronic health record's scheduling system (Scheduler in Anasazi) to track peer support appointments in the clinic and community as well as planned absences for training or vacation.
5. If a Peer is out on leave for an extended period of time (more than 14 days) CONTRACTOR will make every effort to provide a substitute Peer to work with individuals during the extended absence.
6. CONTRACTOR will collaborate with the clinic's service team and other service providers to encourage communication and collaboration regarding the individual's success.

Peers will receive supervision to meet Medicaid billing requirements. Each peer must have a minimum of two hours per month of clinical supervision provided by a Q. Supervision will typically include: weekly individual peer supervision and/or group supervision provided by CONTRACTOR. The supervisor of the CONTRACTOR must meet the state requirements for supervising peers who bill for Medicaid services.

7. Clinic QI coordinator will provide a monthly report to Peer Supervisor, Clinic Manager, and Program Supervisors of services provided by the Peers, including monthly productivity and timeliness of progress notes for each Folk Time staff member.
8. Peers and Peer Supervisor will participate in mandatory reporter trainings; county provided HIPAA, 42 CFR and confidentiality training; peer chart reviews, county sponsored fraud, waste, and abuse training, and review of other critical policies within 30 days of beginning work at the clinics.
9. CONTRACTOR will involve clinic supervisors in the hiring process for peers who will be placed at the clinics.
10. CONTRACTOR will not assign peer support specialists for this contract who are current clients of Clackamas Behavioral Health Centers or who have been a client of the clinic in the past year.
11. For a peer recovering from a substance abuse related disorder that individual needs to be able to demonstrate continuous sobriety under nonresidential, independent living conditions for the immediate past two years.
12. Peers will have a work schedule that meets the needs of the COUNTY and the program in which they work. This work schedule will be reviewed and proposed by the CONTRACTOR supervisor and reviewed by the COUNTY program supervisor. A final decision for approval lies with the COUNTY.

REPORTING REQUIREMENTS

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

Reporting Schedule:

1st Quarter	July 1 – September 30, 2015	Due October 31, 2015
2nd Quarter	October 1 – December 31, 2015	Due January 31, 2016
3rd Quarter	January 1 – March 31, 2016	Due April 30, 2016
4th Quarter	April 1 – June 30, 2016	Due July 31, 2016

Quarterly Reports shall include the following:

CONTRACTOR shall submit quarterly reports that include the following:

- Total number of hours worked per week for Peer Support Specialists.
- Number of individuals served through referral from Stewart Behavioral Health Center
- Number of individuals served through referral from Hilltop Behavioral Health Center
- Number of new individuals served each quarter
- Number of individuals who concluded support services in the quarter
- Number of 1:1 peer appointments/encounters
 - Number of appointments in the community
 - Number of appointments at the clinic

- Number of groups offered
 - Number of referrals to community activities or other peer support agencies
 - Number of outreach activities conducted to inform individuals about Peer Support Services available to them
3. CONTRACTOR will collect data from people served under this contract. Both parties acknowledge that data collection may not always be possible i.e. incorrect contact information, people exercising privacy rights, people not returning for services, etc.
 4. Included in the quarterly report will be a summary of the peer participant experience including, but not limited to, the following indicators:
 - % of client's who have been supported by a Peer Support Specialist for at least 3 months who are engaging in positive activities outside of the clinic.
 - Number of clients who are engaged in a least one natural (unpaid) community support activity

Reports shall be submitted to:

Clackamas County Health Centers Division
Attention: Tracy Garell, Behavioral Health Center Manager
998 Library Court
Oregon City, OR 97045

Or by electronic submission:
Tgarell@co.clackamas.or.us

EXHIBIT B

PERFORMANCE STANDARDS

A. General Performance Standards

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

B. Staff

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

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

C. Monitoring

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

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

D. Miscellaneous Federal Provisions

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

E. Abuse Reporting

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

F. Confidentiality

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



COPY

Richard Swift
Interim Director

June 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a renewal revenue Intergovernmental Agreement with the City of Lake Oswego, for Medical Direction for the Fire Department and Communications Center

Purpose/Outcomes	This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Lake Oswego Fire Department (LOFD) and Lake Oswego Communications Center (LOCOM).
Dollar Amount and Fiscal Impact	Contract maximum value is \$12,000.
Funding Source	Emergency Medical Services Coordination – No County General Funds will be used.
Safety Impact	Ensure proper licensure, knowledge and skill to perform services.
Duration	Effective July 01, 2015 and terminates on June 30, 2016
Previous Board Action	The Board of County Commissioners previously reviewed this agreement on June 26, 2013 agenda item 062913-A10 and June 05, 2014 agenda item 060514-A2
Contact Person	Dana Lord, Public Health Director – 503-655-8479
Contract No.	7133

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Agreement with the City of Lake Oswego to provide Medical Direction for the Fire Department and Communications Center. This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Lake Oswego Fire Department (LOFD) and Lake Oswego Communications Center (LOCOM) such as, developing a program to ensure LOFD meets the state requirements and to establish performance standards. This agreement will ensure that LOFD first responders meet requirements and protocols for the provision of EMS care.

The maximum contract value is \$12,000. This contract is effective July 1, 2015 and continues through June 30, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Interim Director

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND
THE CITY OF LAKE OSWEGO
Contract # 7133**

1. Purpose

- A. This Agreement is entered into between the Clackamas County (County) and the City of Lake Oswego (City) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Lake Oswego Fire Department (LOFD) and Lake Oswego Communications Center (LOCOM) and Lake Oswego Police Department (LOPD).

2. Scope of Cooperation

- A. County agrees to:
 - 1. Assign a mutually agreed upon physician to provide Medical Director Services to LOFD and LOCOM.
 - 2. Meet with LOFD personnel on a mutually agreed upon schedule to develop a program to:
 - a. Ensure that LOFD EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and LOFD.
 - b. Evaluate each EMS Provider's skill performance annually.
 - c. Provide case reviews.
 - d. Oversee and direct training courses.
 - e. Oversee and direct a quality improvement program.
 - 3. Provide medical direction and approval of Priority Dispatch Cards and case reviews for LOCOM dispatchers.
 - 4. Oversee the maintenance, use, and documentation of all Automatic External Defibrillators (AEDs) provided for use by the City of Lake Oswego, in accordance with Federal and State regulations.
 - 5. Provide contact information so that LOFD personnel can contact assigned Medical Director (or designee) in a timely manner.
- B. City agrees to:
 - 1. Meet with County personnel on a mutually agreed upon schedule to

develop and maintain a program to:

- a. Ensure that LOFD EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and LOFD.
 - b. Evaluate each EMS Provider's skill performance annually.
 - c. Provide case reviews.
 - d. Oversee and direct training courses.
 - e. Oversee and direct a quality improvement program.
2. Provide an EMS Coordinator to:
- a. Coordinate training exercises and skill monitoring.
 - b. Maintain a computerized CQI database of all procedures and relevant training for all EMS providers.
 - c. Coordinate case reviews and necessary training for LOCOM dispatchers.
 - d. Provide periodic reports to guide training efforts.
 - e. Organize the classes and locations, obtain instructors, and will notify Medical Director at least two (2) months in advance of the class as to Medical Director's role in said courses.
3. City further agrees to the following regarding the authority of the Medical Director:
- a. The City will not permit its EMS Providers to practice at a level other than that approved by Medical Director.
 - b. LOFD personnel will not practice under the medical direction or protocol of any physician other than the one assigned by mutual agreement with the exception of on-line medical control or direct in-person physician supervision provided during patient encounters.
 - c. As per ORS 682-245, Medical Director has the final decision with respect to the standing orders and written authorization to provide EMS care by LOFD Department personnel.
 - d. Medical Director may require specific remedial action to correct deficiencies noted in the continuous quality improvement process, or identified violations of federal, state and local laws or regulations.
 - e. County is not an employer of its EMTs, and acknowledges that no employment relationship exists between County and the EMTs employed by the City.

3. Compensation

- A. City will pay to County an amount not to exceed \$ 12,000.00 for services described in section 2A. Payments shall be requested and made as follows:

Payment of \$1,000.00 will be requested monthly by invoice from County. Payment will be made by City within 30 days of receipt of invoice.

- B. All checks shall be made payable to Clackamas County and mailed to the following address:

Clackamas County Finance
Attn: Cheryl Bowen, Accounts Receivable
2051 Kaen Road
Oregon City, OR 97045

4. Liaison Responsibility

Liaison from City will be:

Ed Wilson, Chief, Lake Oswego Fire Department
PO Box 369, Lake Oswego, OR 97034
(503) 697-7410
ewilson@ci.oswego.or.us

Liaison from County will be:

Larry MacDaniels
2051 Kaen Road, Oregon City, OR 97045
(503) 655-8256
larrymac@co.clackamas.or.us

5. Other Terms

- A. Compliance with Laws. County and City agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment. This agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties. This agreement may be amended at any time with the written agreement of both parties.
- D. Indemnification and Hold Harmless. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and

the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

- E. Notice of Litigation. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- F. Insurance. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

6. Term of Agreement

- A. The term of this agreement is a period beginning when it becomes effective and ending one year later. City may elect to renew this Agreement upon the same terms and conditions for additional one-year periods. Renewal shall occur upon written notice to County not sooner than 120 days nor later than 60 days prior to the completion date stated above, and the same date of each year thereafter for which the Agreement is renewed.

7. Termination

- A. This agreement may be terminated by either party upon 30 days written notice.
- B. This agreement may be terminated at any time for nonperformance of any material term of this agreement.
- C. This agreement may be terminated at any time by mutual agreement of the County and the City.

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// (Signature block on next page)

**CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

John Ludlow, Chair

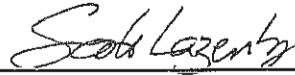
Attest: _____
Mary Raethke, Recording Secretary

Date: _____

APPROVED AS TO FORM

County Counsel

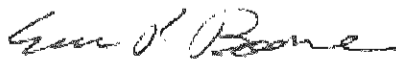
CITY OF LAKE OSWEGO



Scott Lazenby, City Manager

Date: 6/9/15

APPROVED AS TO FORM



City-Attorney Deputy City Attorney 6/8/15



COPY

Richard Swift
Interim Director

June 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Board Order _____ Approval of the Board Order Appointing the Clackamas
County Public Health Division Director as the Local Public Health Administrator
for Clackamas County

Purpose/Outcomes	Appointment of a qualified public health administrator.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	Until removed by the board
Previous Board Action	Previous appointment of Public Health Services Manager as Local Public Health Administrator in 2008.
Contact Person	Dana Lord, Public Health Division Director – 503-655-8479
Contract No.	N/A

BACKGROUND:

The Public Health Division of the Health (CCPHD), Housing and Human Services Department requests the approval the attached order appointing the Clackamas County Public Health Division Director as the Local Public Health Administrator for Clackamas County.

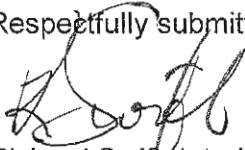
Under Oregon Revised Statutes, chapter 431, County governments are the local public health authority (LPHA) responsible for management of local public health services. The governing body of each county constitutes the board of health ex officio for that county and is the policymaking body of the county in implementing the duties of local departments of health. Each board of health must appoint a qualified public health administrator that serves until removed by the board. The state qualifications for appointment and duties of the local public health administrator are consistent with the County's Public Health Division Director.

Local public health administrators act as the agent of the Oregon Department of Human Services in enforcing state public health laws and administrative rules and possess the powers of peace officers in all matters pertaining to public health. The local public health administrator may take any action which the Oregon Department of Human Services Director could have taken if an emergency endangering the public health occurs within the local jurisdiction.

RECOMMENDATION:

Staff recommends the Board approve the attached order appointing the Clackamas County Public Health Division Director as the Local Public Health Administrator for Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the text "Respectfully submitted,".

Richard Swift, Interim Director

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

In The Matter of the Clackamas County
Board of County Commissioners, Acting
as the Local Public Health Authority and
the Board of Health Ex Officio, Appointing
a Local Public Health Administrator



Order No. _____

WHEREAS, ORS 431.260 (7) provides that the governing body of the County is the Local Public Health Authority; and ORS 431.410 provides that the governing body of the County shall constitute a Board of Health ex officio; and

WHEREAS, ORS chapter 431 authorizes the Local Public Health Authority or the Board of Health of the County to appoint a Local Public Health Administrator;

WHEREAS, the Board of County Commissioners finds that it is the best interest of the County to appoint a Local Public Health Administrator;

NOW, THEREFORE IT IS HEREBY ORDERED:

Section 1: The Clackamas County Board of County Commissioners, acting as the Local Public Health Authority and the Board of Health ex officio, hereby name the Clackamas County Public Health Division Director as the Local Public Health Administrator for Clackamas County.

Section 2: The Local Public Health Administrator shall have all the authority granted that position by Oregon law.

DATED this ____ day of June, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



COPY

Richard Swift
Interim Director

June 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a renewal Intergovernmental Agreement with Washington County,
for the Cities Readiness Initiative Program

Purpose/Outcomes	Clackamas County H3S has been named to receive funding for the Cities Readiness Initiative (CRI) Program administered by Washington County.
Dollar Amount and Fiscal Impact	Contract maximum value is \$28,244.00
Funding Source	No County General Funds are involved.
Safety Impact	The ability of large urban areas to be ready for all-hazards events.
Duration	Effective July 01, 2015 and terminates on June 30, 2016
Previous Board Action	The Board last reviewed and approved this agreement on September 18, 2014 agenda item 091814-A4.
Contact Person	Dana Lord, Public Health Director – 503-655-8479
Contract No.	7229

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Agreement with Washington County for the Cities Readiness Program.

CRI is a nationwide program designed to help large urban areas create plans to administer medicine or chemical agents for the purpose of disease prevention to 100% of their populations. The State of Oregon contracts these funds to Washington County who administers this program on the State's behalf. The Portland Metropolitan CRI program is in its ninth year and the region includes Clackamas, Clark, Columbia, Multnomah, Skamania, Washington and Yamhill counties.

This contract is effective July 1, 2015 and continues through June 30, 2016. This contract has been reviewed by County Counsel on June 16, 2015.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Interim Director

Contract # 7229 **INTERGOVERNMENTAL AGREEMENT**

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2015, or upon final signature, whichever is later.

The expiration date is: June 30, 2016; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by a party by providing _____ (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Jurisdiction

Signature

Date

Printed Name

Title

Address: _____

WASHINGTON COUNTY:

Signature

Date

Printed Name

Title

Address:

155 North First Avenue
Mail Stop # 4
Hillsboro, OR 97124

IGA, Attachment A
Statement of Work and Payment Terms
2015-2016

PURPOSE: Clackamas County has been named to receive funding for the Cities Readiness Initiative (CRI) program which is administered by Washington County. The requirements in this Statement of Work reflect the requirements set by the Oregon Health Authority in the CRI Program Element 02 (PE-02) for Washington County (Coordinating LPHA) and all CRI local health departments (LHD).

BACKGROUND: CRI is a nationwide program designed to ready large urban areas for medical countermeasure distribution and dispensing (MCMDD) for all-hazards events. This includes the ability of jurisdictions to develop capabilities for U.S. cities to respond to a large-scale biologic attack, with anthrax as the primary threat consideration. The Portland Metropolitan CRI program is in its ninth year and the region includes Clackamas, Clark, Columbia, Multnomah, Skamania, Washington and Yamhill counties.

Funding for the CRI program flows from the Centers for Disease Control and Prevention (CDC) to the Oregon Health Authority (OHA) to Washington County. Although housed in Washington County, the CRI staff report to the public health preparedness coordinators, public health administrators and health officers in each of the region's counties.

Program Element #02: Cities Readiness Initiative (CRI) Program

1. **Description.** Funds provided to Local Public Health Authorities (LPHA) under this Agreement for the Cities Readiness Initiative (CRI) Program may only be used in accordance with, and subject to, the requirements and limitations set forth below. This Agreement is between the Oregon Health Authority (OHA) and Washington County Local Public Health Authority (Coordinating LPHA). Requirements for each Oregon county in the CRI Region (CRI LPHAs) are established through an intergovernmental agreement (IGA) or contract with Coordinating LPHA. The CRI Program focuses on plans and procedures that support medical countermeasure distribution and dispensing (MCMDD) for all-hazards events including, but not limited to, the capability to respond to a large-scale biologic attack with anthrax as the primary threat consideration.
2. **Definitions Specific to CRI Programs.**
 - a. Centers for Disease Control and Prevention (CDC): The nation's lead public health agency, which is one of the major operating components of the U.S. Department of Health and Human Services.
 - b. Department of Homeland Security: The federal agency responsible for protecting the United States territory from terrorist attacks and responding to natural disasters.
 - c. Division of the Strategic National Stockpile (DSNS): The CDC program that manages the Strategic National Stockpile Program

- d. DSNS Drills: A set of five drills developed by the RAND Corporation for the CDC's DSNS. The drills include: staff call down, site activation, facility set-up, pick-list generation, and dispensing and/or modeling of throughput.
- e. Homeland Security Exercise and Evaluation Program (HSEEP): A capabilities and performance-based program that provides standardized policy, methodology, and language for designing, developing, conducting, and evaluating all exercises.
- f. Local Public Health Authority (LPHA): A county government or a health district created under ORS 431.414 or a person or agency that a county or health district has contracted with to act as the local public health authority.
- g. Mass: A large but non-specific amount or number.
- h. National Incident Management System (NIMS): The federal Department of Homeland Security's system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter the cause, size or complexity. More information can be viewed at <http://www.fema.gov/emergency/nims/index.shtm>.
- i. Operational Readiness Review (ORR): The annual evaluation tool assessing the LPHA CRI Program's: materials, products, plans, exercises, and activities. This assessment is conducted by a team of Federal, state, and local preparedness staff using a worksheet developed by Federal and state program partners (formerly the "Annual Technical Assistance Review"). The ORR is used to assess how ready Local Health Departments (LHDs) are to respond to a MCMDD response.
- j. Planned Responder: Community organizations with a written or implied role in the response to a public health emergency (e.g. hospitals and First Responders).
- k. Point of Dispensing (POD) Site: A site such as a high school gymnasium at which prophylactic medications are dispensed to the public.
- l. Portland Metro Cities Readiness Initiative (CRI) Program Area, Metropolitan Statistical Area (MSA): The Cities Readiness Initiative is a CDC program that aids cities and metropolitan areas in increasing their capacity to receive and dispense medicines and medical supplies during a large-scale public health emergency such as a bioterrorism attack. The counties forming the Portland CRI Program Area are Clackamas, Washington, Multnomah, Columbia, and Yamhill LPHAs in Oregon, and Clark and Skamania LPHAs in Washington State. Washington State is responsible for all CRI activities and funding for the Clark County LPHA and Skamania County LPHA. Additional information about the CRI Program and the cooperative agreement "Guidance for Public Health Emergency Preparedness" is viewable at <http://www.cdc.gov/phpr/coopagreement.htm>.
- m. Prophylaxis: Measures designed to preserve the health of an individual or society and prevent the spread of disease.

- n. Push Partner: A community organization that is trained, willing, and able to assist in a public health emergency.
- o. Push Partner Registry: A registry of community organizations that are trained, willing, and able to assist in a public health emergency.
- p. Public Health Preparedness Capabilities: A national set of standards, created by the CDC, for public health preparedness capability-based planning that will assist state and local planners in identifying gaps in preparedness, determining the specific jurisdictional priorities, and developing plans for building and sustaining response capabilities.
- q. Strategic National Stockpile (SNS): A CDC program developed to provide: 1.) rapid delivery of a broad spectrum of pharmaceuticals, medical supplies, and equipment for an ill-defined threat in the early hours of an event; 2.) shipments of specific items when a specific threat is known; and 3.) technical assistance to distribute SNS material. SNS program support includes the 12-hour Push Pack, stockpile and vendor managed inventory, vaccines, federal buying power, and Federal Medical Stations.

3. General Requirements. All services and activities supported in whole or in part with funds provided under this Agreement shall be delivered or conducted in accordance with the following requirements:

- a. Non-Supplantation. Funds provided under this Agreement shall not be used to supplant state, local, other non-federal, or other federal funds.
- b. Audit Requirements. In accordance with federal guidance, each county receiving funds shall audit its expenditures of CRI Program funding not less than once every two years. Such audits shall be conducted by an entity independent of the county and in accordance with the federal Office of Management and Budget Circular A-133. Audit reports shall be sent to the OHA, who will provide them to the CDC. Failure to conduct an audit or expenditures made not in accordance with the CRI Program guidance and grants management policy may result in a requirement to repay funds to the federal treasury or the withholding of funds.
- c. CRI Coordinator. CRI LPHAs shall identify a CRI Coordinator. The CRI Coordinator will be the Oregon Health Authority's chief point of contact for CRI Program.

4. General Budget and Expense Reporting.

- a. Example CRI Budget documents are set forth as Attachment 1 to this PE and incorporated herein by this reference. They are also available for download as an Excel[®] file from the HAN document library at:
<https://oregonhealthnetwork.org/default.aspx>.

The Coordinating LPHA shall meet the following budget reporting requirements using the aforementioned document:

- iv. Provide programmatic and fiscal oversight responsibilities.
- b. Coordinating LPHA shall submit semi-annual one-page summary reports from each CRI LPHA, and the CRI program, to the State MCM Coordinator. These reports shall provide updates on CRI Program activities, and are due by February 15 and August 31.
- c. Coordinating LPHA shall provide other reports about the CRI Program as OHA may reasonably request from time to time.
- d. Annual Operational Readiness Review (ORR). Each CRI LPHA, unless otherwise advised, shall coordinate an annual assessment and include, at a minimum, the following invitees: local CRI program representative, local law enforcement, local emergency management, and OHA. The ORR shall serve as the evaluation tool and must be accompanied by the Jurisdictional Data Sheet. Completed local tools and supporting documentation for each assessment must be submitted to the State MCM Coordinator 21 days prior to review date. The assessment meeting is to be completed between September 1 and November 30 each year.

Performance Measure 0.1 Each CRI LPHA, unless otherwise advised by OHA, shall, to OHA's satisfaction, complete the ORR tool and submit Jurisdictional Data Sheet with ORR supporting documents to the State MCM Coordinator and conduct the review meeting between September 1 and November 30 each year.

- e. Exercise Requirements. Each CRI LPHA shall develop and conduct an exercise program that tests MCM dispensing related emergency response plans and adheres to HSEEP standards including an after action report, improvement plan and exercise evaluation guide. Exercises completed to meet PE-02 can be used to meet PE-12 requirements if appropriate documentation, as cited in PE-12, is submitted. Each CRI LPHA must complete the following exercises:

Three of the five DSNS drills by April 1, unless given specific permission for extension by MCM Coordinator. Documentation of the three required drills must be submitted to the MCM and CRI Program Coordinators no later than April 1, unless given specific permission for extension by MCM Coordinator. Documentation of the required DSNS drills must be completed using the standardized data collection tools provided by the MCM Coordinator.

Performance Measure 0.2 Each CRI LPHA shall, to OHA's satisfaction, execute and submit appropriate documentation to the MCM and CRI Program Coordinators for three separate, unique, DSNS drills before April 1, unless given specific permission for extension by MCM Coordinator, each year. Coordinating LPHA will submit the required documentation to MCM Coordinator for submission to CDC through a web-based portal. These drills can be used to meet the requirements set forth in PM 1.1.

- 6. **Public Health Preparedness Capabilities Requirements:** The capabilities, functions and tasks below correspond with the capabilities, functions, and tasks located in the Public Health

Preparedness Capabilities which can be found at <http://www.cdc.gov/phpr/capabilities/>. Where possible the CRI Program will support the CDC and Oregon Hospital Preparedness Program (HPP) priority capabilities which can be found in Program Element #12 “Public Health Emergency Preparedness Program (PHEP)” to the current Public Health Financial Assistance Agreement series between LPHAs and OHA.

Capability 1: Community Preparedness.

- **Function 3: Engage with community organizations to foster public health, medical and mental/behavioral health social networks.**
- **Task 1.** CRI LPHAs shall utilize Push Partners to share public health or situational awareness messages with their constituencies.

Performance Measure 1.1 CRI LPHAs shall, at least once annually, disseminate a preparedness, situational awareness or public health message and include a request for an update of contact information to the partners identified in this Performance Measure (PM) 1.1.

Capability 8: Medical Countermeasure (MCM) Dispensing.

- **Function 3: Activate Dispensing Modalities.**
- **Task 3.** Activate dispensing strategies, dispensing sites, dispensing modalities and other approaches, as necessary, to achieve dispensing goals commensurate with the targeted population.

Performance Measure 8.2 By April 1, each CRI LPHA shall submit an updated POD Standards data collection sheet to OHA that includes all public PODs and Push Partner Registry numbers required to serve 100% of the population.

7. **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

Attachment 1
to Program Element #02: Cities Readiness Initiative (CRI) Program
Example CRI Budget Documents

Preparedness Program Annual Budget

CRI

July 1, 201__ - June 30, 201__

			Subtotal	Total
PERSONNEL				\$0.00
	Annual Salary	% FTE	0	
Sr. Regional CRI Coordinator			0	
Brief description of activities, for example, This position has primary responsibility for () County public health preparedness activities.				
Program Coordinator			0	
Brief description of activities and responsibilities				
Washington County Preparedness Coordinator			0	
Brief description of activities and responsibilities				
(Position Title and Name)			0	
(Position Title and Name)			0	
Brief description of activities and responsibilities				
(Position Title and Name)			0	
Brief description of activities and responsibilities				
Fringe Benefits @ ()% or describe rate or method				
TRAVEL			\$0	\$0
Total In-State Travel:				
Out-of-State Travel:				
EQUIPMENT (computer, communication, etc.)			\$0	\$0
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)			\$0	\$0
Office Expenses (duplicating, stationery, postage, etc.) @ \$20/month for 12 Months				
Meeting Expenses (food & drinks) @ \$55/month for 12 Months				
Preparedness supplies				
CONTRACTUAL			\$0	\$0
_____ County - for work done toward the CRI goals				
_____ County - for work done toward the CRI goals				
_____ County - for work done toward the CRI goals				
_____ County - for work done toward the CRI goals				
OTHER			\$0	\$0
Rent @				
Utilities (mail and telephone)				
TOTAL DIRECT CHARGES				\$0
TOTAL INDIRECT CHARGES @ ___% of Direct Expenses:				\$0
TOTAL BUDGET:				\$0

Date, name and phone number of person who prepared budget

Preparedness Program Expense to Budget (Example)

CRI

Period of the Report (July 1, 20__-December 30, 20__)

	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0	\$0	\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
EQUIPMENT	\$0		\$0
SUPPLIES	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT @ XX% of Direct Expenses (or describe method):	\$0		\$0
TOTAL:	\$0	\$0	\$0

Date, name and phone number of person who prepared expense to budget report

Notes:

The budget total should reflect the total amount in the most recent Notice of Grant Award.

The budget in each category should reflect the total amount in that category for that line item in your submitted budget.

COMPENSATION TERMS: Washington County agrees to pay Clackamas County a maximum of \$28,244 between July 1, 2015 and June 30, 2016. Any adjustments to the final grant funds will be reflected in an amendment to this IGA.

Please submit invoices to the following:

Adrienne Donner
Washington County Dept. of Health and Human Services
155 North First Avenue, MS-4
Hillsboro, OR 97124
Adrienne_Donner@co.washington.or.us

If Clackamas County does not spend or obligate its award 60 days prior to June 30, 2016 (April 30, 2016), the unspent funds will be retained by Washington County for reallocation.

COPY

Richard Swift
Interim Director

June 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to Amendment #1 to an Intergovernmental Agreement with the Oregon Department of Education, Early Learning Division to Provide Healthy Families Medicaid Services

Purpose/Outcomes	In order to minimize the disruption of services, this agreement extends the current Healthy Families <i>Medicaid</i> agreement to September 30, 2015. Healthy Families program provides safety screens and intensive home visiting services to high risk families in Clackamas County. An expected outcome associated with this program is that 97% of the children receiving intensive home services will be free from abuse and neglect.
Dollar Amount and Fiscal Impact	The total dollar amount awarded under this agreement is \$225,000 which includes an increase of \$25,000 to cover expenses for July, August & September of 2015. A portion of the funds will support Children Youth & Families staffing with the remainder supporting local provider contracts and operating costs. County shall reimburse Agency 50% of this amount for the State match portion. No County General funds are involved.
Funding Source	Oregon Department of Education, Early Learning Division
Safety Impact	N/A
Duration	Effective upon signature of all parties and terminates on September 30, 2015
Previous Board Action	Original Agreement was approved on June 6, 2013 #060613-A4 by the Board of Commissioners
Contact Person	Rodney A. Cook
Contract No.	7236

BACKGROUND:

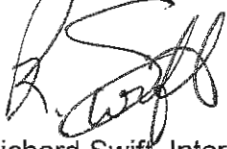
The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval to Amendment #1 of an Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for operation of the Healthy Families Program. Services to be provided under this contract include: Intensive home visiting services, parent training, linkages to positive support groups and primary health care, operation of BabyLink referral service. The target population for these services are children who are at risk of not entering school ready to learn due to factors including but not limited to: living in a household that is at or near poverty, as determined under federal poverty guidelines; living in inadequate or unsafe housing; having inadequate nutrition; living in a household where there is significant or documented domestic conflict, disruption or violence; having a parent who suffers from mental illness, who engages in substance abuse or who experiences a developmental disability or an intellectual disability; living in circumstances under which there is neglectful or abusive care-giving; having unmet health care and medical treatment needs and having a racial or ethnic minority status that is historically consistent with disproportionate overrepresentation in academic achievement gaps or in the systems of child welfare, foster care or juvenile or adult corrections.

This amendment is to extend the agreement thru September 30, 2015. The original contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over a faint, illegible printed name.

Richard Swift, Interim Director

**OREGON DEPARTMENT OF EDUCATION EARLY LEARNING DIVISION 2013-2015
COUNTY HEALTH FAMILIES OREGON
MEDICAID ADMINISTRATIVE ACTIVITIES
INTERGOVERNMENTAL AGREEMENT #9749 or CLAC1315 AMENDMENT #1
"HEALTHY START AGREEMENT"**

This is Amendment No. 1 to ODE Agreement No. 9749 or CLAC1315 (as amended from time to time, the "Agreement") between the State of Oregon, acting by and through its Department of Education on behalf of its Early Learning Division ("Agency) and **Clackamas County** ("County") a political subdivision of the State of Oregon. The Agreement is dated June 20, 2013; this Amendment is effective as of the last date it is signed below (the "Effective Date").

1. This Amendment shall be effective on the last date the Amendment has been signed by every party and when required, approved in accordance with applicable laws, rules and regulations, including any federal approval and approval for legal sufficiency by the State of Oregon, Department of Justice.
2. The Agreement is hereby amended as follows with new language indicated by underlining and **[deleted language is indicated by brackets]**:

A) Section 1, "AGREEMENT" is revised as follows:

This Agreement is effective on July 1, 2013, or the date it has been fully executed by every party and, when required, approved by the Oregon Department of Justice. Unless extended or terminated in accordance with its terms, this Agreement terminates on [June 30, 2015] September 30, 2015.

Upon execution by each of the parties hereto and approval as required by applicable law, the Agreement shall become effective as of July 1, 2013.

B) Section 3, "CONSIDERATION", subsection B, is revised as follows:

Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462. The maximum, not to exceed amount for the total cost of providing Medicaid administrative activities under this Agreement is [\$200,000] \$225,000. County shall reimburse Agency 50% of this amount for the State match portion.

C) Section 3, "CONSIDERATION" subsection G, is revised as follows:

County shall send itemized invoice to the following Agency supervising representative:

Attn: [Serena Harris] Erin Deahn
Early Learning Division
[Contracts and Procurement Office] Oregon Department of Education
[775 Court Street NE] 255 Capitol St NE
[Salem, OR 97301] Salem, OR 97310

D) Section 9, "Notice" is revised as follows:

Except as otherwise expressly provided in the Agreement, any communications between the parties hereto or notices to be given hereunder shall be in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or Agency at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective on the fifth calendar day after the date of mailing. Any communication or notice delivered by facsimile will be effective on the day on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's [Office of Contracts and Procurement at (503) 373-1283] Office of Finance and Administration, Procurement Services Unit at (503) 947-5881.

To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County's Early Learning Division Office. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Agency: **Early Learning Division**
[Contracts and Procurement Office] Oregon Department of Education
Office of Finance and Administration
Procurement Services Unit
[775 Court Street NE] 255 Capitol St NE
[Salem, OR 97301] Salem, OR 97310

Notices to County: **Clackamas County**
Children, Youth & Families Division
Public Service Building, 2nd Floor
2051 Kaen Rd
Oregon City, OR 97045-4035

3 Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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

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

COUNTY

By:	Title:	Date:
Printed Signature	E-Mail Address:	

AGENCY

Authorized Signature:	Title:	Date:
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FAXED OR ELECTRONIC SIGNATURES ARE ACCEPTABLE

MARC GONZALES
DIRECTOR



DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2014-2015

Purpose/Outcome	Budget changes for Clackamas County FY 2014-2015
Dollar Amount and fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2014-June 30, 2015
Previous Board Action/Review	Budget Adopted June 26, 2014, amended December 11, 2014, January 29, March 26, April 9, 2015 and June 11, 2015.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The Resolution Services Fund is transferring from contingency and budgeting for higher than anticipated personnel costs.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
To Transfer Appropriations Within
the Fiscal Year 2014-15



Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2014 through June 30, 2015, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

. Resolution Services Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2014 through June 30, 2015.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUEST

Exhibit A

RESOLUTION SERVICES FUND

Decrease:

Expense:

Contingency

\$ 24,179.

Total

\$ 24,179.

Increase:

Expense:

Resolution Services

\$ 24,179.

Total

\$ 24,179.

Resolution Services Fund is transferring from contingency and budgeting for higher than anticipated personnel costs.

29.5

B.2



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

June 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of the Courthouse Improvement Intergovernmental
Agreement, OJD Contract No. 150571

Purpose/Outcomes	Upgrade the existing high and low voltage wiring in portions of the Courthouse to accommodate improvements necessary for implementation of the Oregon eCourt system and for comfort and safety of County employees and the public.
Dollar Amount and Fiscal Impact	County will pay two thirds of the total or \$81,293 plus any excess beyond the estimated total amount of the project valued at \$121,940. Oregon Judicial Department will pay \$40,647 or one third of the total costs incurred, whichever is less.
Funding Source	Project funding will come from Capital Improvement Project Fund 420 9110 482300 in 2015/16 fiscal year.
Safety Impact	Upgraded wiring for safe implementation and increased efficiency of the electronic filing system within the Clackamas County Circuit Court.
Duration	One time approval is required.
Previous Board Action	None.
Contact Person	Marc Gonzales, Finance Director

BACKGROUND:

The Intergovernmental Agreement (Contract No. 150571) is proposed between the Oregon Judicial Department (OJD) and Clackamas County (County) to establish funding for the upgrade of the wiring system within Clackamas County Circuit Court and to allow for the improvements necessary to implement the eCourt system. This wiring upgrade and courthouse improvement is part of a larger state wide effort to allow for electronic filing of pleadings and court documents at Oregon Circuit Courts.

OJD will contribute one-third of the funding and County will provide two-thirds of the funding to complete the wiring project. The parties have agreed to the provisions and terms and conditions outlined in the intergovernmental agreement attached hereto. The proposed Draft IGA is subject to revisions based on the final discussions of the parties.

This Intergovernmental Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board of County Commissioners, on behalf of the County approve entering into the IGA for Courthouse Improvement as ultimately negotiated between the parties.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Marc Gorzales". The signature is written in a cursive style with a large, stylized initial "M".

Marc Gorzales

Finance Director

Courthouse Improvement
INTERGOVERNMENTAL AGREEMENT
OJD Contract No. 150571

This Agreement is between the Oregon Judicial Department (OJD) and Clackamas County (County), a political subdivision of the State of Oregon.

RECITALS:

- A. Both Parties have an interest in improvements to the Clackamas County Courthouse (the Courthouse) owned by the County and occupied by the Clackamas County Circuit Court (the Court) and County offices. The Parties agree that the existing high voltage and low voltage wiring in portions of the Courthouse needs to be upgraded to accommodate improvements necessary for implementation of Oregon eCourt and for the comfort and safety of County employees, judges and Court employees and the public.
- B. OJD has agreed to provide one-third of the total cost of the high voltage and low voltage wiring upgrades up to \$40,647 from the 2013-2015 5th Judicial District budget. County has agreed to provide the remaining two-thirds and if necessary any amount over OJD's \$40,647 contribution. This Agreement will outline the process of funding the purchase and installation of the upgraded high voltage and low voltage wiring (Project) and identify each party's responsibilities.
- C. County and OJD are authorized by 190.110 to enter into an intergovernmental agreement for any lawful purpose, including this Agreement.

The Parties agree as follows:

1. **RECITALS ARE CONTRACTUAL:** The Recitals are incorporated into the substantive provisions of this Agreement.
2. **TERM:** This Agreement shall be effective upon its execution and shall continue until the Project is finished and County has completed all of its responsibilities set forth in subsections 3.a through 3.k below or October 31, 2015, whichever is earlier.
3. **COUNTY'S RESPONSIBILITIES:**
 - a. County shall collaborate with the Trial Court Administrator or Designee (TCA) to create a mutually agreed requirements document that describes the minimum requirements and standards and potential alternate features that both parties are seeking for the Project.
 - b. County shall initiate and complete a procurement process for such services needed to complete the Project in conformance with laws and rules applicable to County procurements and consistent with the requirements document mentioned above.
 - c. In addition to all other terms required by law, County shall secure in all contracts related to this Project, agreements that:
 - i. name OJD as a third party beneficiary;
 - ii. indemnify and hold harmless OJD on the same terms as the contractor(s) agree to indemnify and hold harmless County; and

- iii. name OJD as an additional insured on the Contractor's Insurance on the same terms the contract(s) agree to name the County as an additional insured.

Contractor shall furnish OJD with evidence of such insurance.

- d. No later than June 30, 2015, County shall provide OJD with an electronic copy of the official estimates necessary to prove the cost of the Project to the OJD contacts identified in Section 9 below. If some or all of the work performed on the Project is to be performed by county employees, County shall provide OJD an estimate describing the work to be performed by County employees and the calculation of cost for such work on the Project.
- e. County shall provide the OJD contacts identified in Section 9 below progress reports at various milestones related to the Project including when the County initiates its procurement process, awards the contract, begins and completes the Project and such other times as reasonably requested by OJD.
- f. County shall cooperate with the TCA to minimize the impact of the Project on the daily operation of the Court. County shall include the TCA in the planning and implementing of those portions of the Project that will affect Court administration.
- g. County shall ensure that the Contractor completes the Project, including all required inspections, by no later than October 31, 2015.
- h. County shall contribute funds equal to two-thirds of the total cost of the Project plus any excess costs necessary after OJD has paid \$40,647.
- i. County shall make full payment to all persons or entities entitled to payment related to the Project and shall provide electronic copies of all paid invoices to the OJD contacts identified in Section 9 below.
- j. In the event that the Project costs less than \$121,940, or in the event that County is unable to complete the Project, County shall return to OJD any unexpended funds transferred pursuant to this Agreement by no later than one month after the cancellation or completion of the Project, including required inspections, or by October 31, 2015, whichever is earliest.
- k. County shall approve the completed Project in accordance with provisions contained in its plans, procurement documents and contract documents.
- l. County shall pursue its warranty rights to correct any defects of the completed Project against the appropriate party, as applicable, in the event that performance issues arise during the warranty period.
- m. County shall own the upgraded high voltage and low voltage wiring and shall be responsible for all associated ongoing maintenance related to the Project.
- n. The responsibilities included in subsections 3.l, and 3.m will survive the expiration of this Agreement.

4. OJD'S RESPONSIBILITIES:

- a. Prior to June 30, 2015 and after OJD receives from the County a copy of the official estimates necessary to prove Project cost, OJD will make a one-time transfer of 2013-2015 5th Judicial District budget funds to County in the amount of one-third of the total Project-related expenses or \$40,647, whichever is less. These funds are to be used by County solely to pay the costs due

under the Project-related contracts. OJD shall not be responsible or liable for any additional funds that may be required to complete the Project.

- b. OJD shall not be responsible for any aspect of the procurement process, contract award, or contract administration associated with the Project.
- c. OJD shall not own the upgraded high voltage and low voltage wiring or be responsible for any obligations or costs associated with ongoing maintenance, repairs or performance related to the Project.

5. **INDEMNIFICATION:** Upon completion of any transfer of funds by OJD pursuant to this Agreement, County agrees to be solely responsible for any and all future expenditures of those funds and shall defend and hold harmless OJD and its officials and employees from any action or claim arising out of this Agreement, for the future use of the funds transferred hereunder including, but not limited to any action or claim by or on behalf of the State of Oregon or any of its agencies. Further, subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, for all other claims or actions, OJD and County shall indemnify, hold harmless and defend the other, its officers, agents, and employees, from and against all other claims, suits, actions, damages, losses, and all expenses and costs incidental to the investigation and defense thereof, including reasonable attorney fees, resulting from or arising out of the other's negligent acts in the performance of this Agreement.
6. **ACCESS TO RECORDS:** County shall maintain all financial and other records relating to this Agreement. County acknowledges that the State of Oregon, the State of Oregon Judicial Department, the Secretary of State, the Federal government, and their authorized representatives shall have reasonable access, at their own cost and expense, and only following reasonable notice to County, to such records, in paper or electronic form, for their examination and audit and to make excerpts and transcripts. County shall retain and keep accessible all such records for a minimum of 7 (seven) years, or longer as may be required by law, following termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
7. **AMENDMENT:** No amendment to this Agreement shall be effective unless it is made in writing and is signed by both parties.
8. **PARTIES TO THIS AGREEMENT:** OJD and County agree that they are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or otherwise, to any other third parties.
9. **CONTACTS AND NOTICES:** Any notice, payment, or any or all of the material that either Party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such delivery or, if mailed, on the third business day after the mailing of the same by prepaid post addressed to the other party at the address set forth below or, if emailed, on the date delivered to the email address set forth below as confirmed by a return receipt:

OJD:

Debbie Spradley
Trial Court Administrator-5th Judicial District
Debbie.D.Spradley@ojd.state.or.us
Clackamas County Courthouse
807 Main St.
Oregon City, OR 97045
(503) 655-8670

David Moon
Business & Fiscal Services Division Director
David.t.moon@ojd.state.or.us
Office of the State Court Administrator
1163 State Street
Salem, OR 97301-2563
(503) 986-5150

County:

Marc Gonzales
Clackamas County Director
Department of Finance
marcg@co.clackamas.or.us
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5405 or (503) 742-5400

Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of Section 9, be conclusively deemed to be the address of the party giving such notice.

10. **WAIVER:** The failure of either party to enforce any provision of this Agreement, or the waiver of any violation or nonperformance of this Agreement in one instance, shall not constitute a waiver by the party of that or any other provision, nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and with respect to OJD's waiver or consent, all necessary OJD or State of Oregon approvals have been obtained. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given.
11. **NO PARTNERSHIP:** Neither party to this Agreement shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Agreement.
12. **GOVERNING LAW:** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding collectively, "Claim" between the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County for the State of Oregon; provided however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

13. **SURVIVAL:** All rights and obligations shall cease upon termination or expiration of this Agreement, except the rights and obligations which by their nature extend beyond contract termination, including those set forth in Section 3.k, 3.l, 3.m, 5, 6, and 7.

14. **TERMINATION:**

- a. The Parties may terminate this Agreement at any time by mutual agreement.
- b. Either Party may terminate this Agreement, for any cause or no cause, by providing the other Party no fewer than 30 (thirty) days advance written notice of termination.
- c. Either Party may terminate this Agreement by providing the other Party no fewer than 10 (ten) days advance written notice of termination if United States, Oregon or local laws, regulations, or guidelines are modified or interpreted in such a way that either Party's continued performance or making of payments under this Agreement is prohibited.
- d. Either Party may terminate this Agreement, in whole or in part, by providing the other Party no fewer than 10 (ten) days advance written notice of termination, if either Party commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement and the defaulting Party fails to correct such material breach, default or failure to perform within 14 (fourteen) calendar days after receipt of notice of the breach or default, or such longer period as the notifying Party may specify in such notice.
- e. OJD may terminate this Agreement with 10 (ten) days' notice if funding from federal, state, or other sources is not obtained or continued at levels sufficient for implementation of this Agreement.

Each Party, by the signature of its authorized representative, hereby agrees to be bound by the terms and conditions of this Intergovernmental Agreement.

Clackamas County Board of Commissioners
Signing on Behalf of Board

The Oregon Judicial Department, by and through
the Office of State Court Administrator

By: _____
John Ludlow

By: _____
Kingsley W. Click

Title: Chair of the Clackamas Board of
Commissioners

Title: State Court Administrator

Date: _____

Date: _____

TKB:gil/L2G15035

Approval of Previous Business Meeting Minutes:

June 4, 2015

(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, June 4, 2015 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – spoke about misc. issues including road funding, Damascus, Metro, local control.

~Board Discussion~

2. Jake Edson, local Boy Scout is working on his citizenship merit badge and one of the requirements is to attend a government public meeting. Also in attendance with his mother Kelli Edson.

~Board Discussion~

II. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Schrader: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

A. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with the City of Happy Valley for Planning, Engineering and Building Permitting Services for Portions of the Eagle Landing Development
2. Approval of a Contract with Knife River Corporation Northwest for the Foster Road Paving Package - *Purchasing*

B. Finance Department

1. Approval of a Contract with Brockamp & Jaeger, Inc. for the Silver Oak Building Tenant Improvement Project

C. Elected Officials

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

2. Request by the Clackamas County Sheriff's Office to Apply for a US Department of Justice, Office of Community Oriented Policing Services (COPS) Anti-Heroin Task Force Program Grant - *ccso*
3. Request by the Clackamas County Sheriff's Office to Apply for a US Department of Justice, Office of Community Oriented Policing Services (COPS) for the Anti-Meth Program Grant - *ccos*
4. Approval of an Intergovernmental Agreement with Tri County Metropolitan Transportation District of Oregon (Tri-Met), the City of Portland and Clackamas County Sheriff's Office for Transit Police Services - *ccso*

D. Community Corrections

1. Approval of an Intergovernmental Agreement with the City of Wilsonville to Provide Work Crew Services for Fiscal Year 2015-2016
2. Approval of an Intergovernmental Agreement with the City of West Linn to Provide Work Crew Services for Fiscal Year 2015-2016
3. Approval of an Intergovernmental Agreement with Clackamas County Service District No. 1 and Surface Water Management Agency of Clackamas County to Provide Work Crew Services for Fiscal Year 2015-2016

E. County Administration

1. Approve an Intergovernmental Agreement between Clackamas County and Portland State University's Mark O. Hatfield School of Government for the Hatfield Resident Fellows Program
2. Approve an Intergovernmental Agreement between Clackamas County and Portland State University's Mark O. Hatfield School of Government for the Oregon Fellows Program

III. WATER ENVIRONMENT SERVICES

1. Approval of a Construction Contract between Clackamas County Service District No. 1 and Stellar J. Corporation for the Kellogg Creek Water Pollution Control Plant Primary Clarifier No. 2 Rebuild Project - *Purchasing*

IV. COUNTY ADMINISTRATOR UPDATE

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

V. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED - 10:55 AM

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

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/

June 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of

AGREEMENT #15421 COOPERATIVE AGREEMENT FOR CHILD SUPPORT SERVICES

Purpose/Outcomes	The District Attorney's implementation of its child support services in accordance with applicable federal law. The objectives of the District Attorney's Child Support Program are to (1) locate non-custodial parents, (2) establish paternity, (3) obtain child, spousal and medical support, (4) distribute support payments, and (5) enforce the support obligations owed by noncustodial parents for their children.
Dollar Amount and Fiscal Impact	The District Attorney's Office is reimbursed for 66% of actual Allowable Costs necessarily incurred and paid by the District Attorney, to operate the Program during the term of this Agreement. In addition, an average of \$200,000 in incentive funds is collected annually, as determined by OAR 137-055-1500. Incentive funds may be used solely for reinvestment in the Program.
Funding Source	US Department of Health and Human Services under Federal Title IV-D of the Social Security Act through the Oregon DOJ and State General Funds through the Oregon DOJ.
Safety Impact	The District Attorney's Office collects well over \$20 million dollars a year in child support payments. Every dollar collected through the program goes directly to the custodial parent for the benefit of the minor child or children.
Duration	July 1, 2015 – June 30, 2019
Previous Board Action/Review	Approved Amendment #2 to DOJ Cooperative Agreement Child Support Enforcement on May 20, 2010, which extended the agreement for another five years.
Contact Person	Sarah Brown, Administrator – District Attorney's Office – 503-650-3532

BACKGROUND:

The Clackamas County District Attorney's Office Child Support Enforcement program provides parents with minor children legal assistance in establishing, modifying and collecting child support, and medical support and with legally establishing paternity.

The District Attorney's Family Support staff work cooperatively and collaboratively with all Oregon county jurisdictions, state and federal agencies, with all 50 states and foreign governments in the establishment and collection of child support and medical coverage.

RECOMMENDATION:

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

Respectfully submitted,

Sarah Brown

AGREEMENT #15421

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
CHILD SUPPORT SERVICES**

This Department of Justice Cooperative Agreement is entered into by the State of Oregon acting by and through its Department of Justice (“Department”), Clackamas County (“Subrecipient”), and the District Attorney for Clackamas County (“DA”).

RECITALS

1. Department is the single state agency designated by the Governor to implement and administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services (“the State Plan”) in accordance with Title IV-D of the Social Security Act.

2. Department receives financial assistance from the United States Department of Health and Human Services under Title IV-D of the Social Security Act to administer the State Plan (“Federal Financial Participation”).

3. The State Plan, consistent with ORS 25.080, assigns responsibility for certain child support services to DA and provides for the subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of child support services that fall within the responsibility of DA.

4. ORS 25.080(7) requires Department, Subrecipient, and DA to enter into a cooperative agreement to provide for DA’s implementation of its child support services in accordance with applicable federal law.

5. Department, Subrecipient, and DA desire to enter into this cooperative agreement in accordance with ORS 25.080(7) to provide for DA’s implementation of its child support services in accordance with applicable federal law and to provide for the Department’s subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of the child support services that fall within the responsibility of the DA under ORS 25.080.

The parties agree as follows:

AGREEMENT

1. **Effective Date and Term.** This Cooperative Agreement (“Agreement”) shall become effective on the date this Agreement is fully executed by all parties and approved as required by applicable law and applies to activities during the Funds Availability Period (as defined in Section 2.d). This Agreement expires on the earlier of the date of last payment or August 1, 2019 (“Expiration Date”).

2. Grant.

a. Base Grant. In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient, from financial assistance the Department receives from the United States Department of Health and Human Services under Title IV-D of the Social Security Act (“Federal Financial Participation”) to administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services in accordance with Title IV-D of the Social Security Act (“State Plan”), an amount (the “Base Grant”) no greater than the actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or by Subrecipient from funds other than those appropriated to the DA, during the term of this Agreement to operate the Program (as defined below). The Base Grant moneys may be used solely to deliver child support services that fall within the responsibility of the DA under ORS 25.080, as further described in Exhibit A, attached hereto and incorporated herein by “Program”.

b. Incentive Funding. In addition, in accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (the “Incentive Funding”) equal to Subrecipient’s share of the incentive payments the Department receives from the United States Department of Health and Human Services based on implementation of the State Plan. The Incentive Funding shall equal Subrecipient’s share of the incentive payments received from the United States Department of Health and Human Services, as determined in accordance with OAR 137-055-1500 and with input from the Oregon District Attorney Representatives. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35. Department will develop the overall estimated revenue from incentives to be included in the Program budget request. The Base Grant and the Incentive Funding, collectively, are referred to as “Grant.”

c. General Fund Appropriation. In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (“General Fund Funding”) equal to Subrecipient’s share of the applicable General Fund Budget Appropriation the Department receives during the Legislatively Approved Budget Process. The General Fund Funding shall equal Subrecipient’s share of the relevant appropriation, as determined in accordance with the distribution formula outlined in OAR 137-055-1500.

d. Funds Availability. The Base Grant, Incentive Funding, and General Fund Appropriation are available for Program activities commencing July 1, 2015, and ending on June 30, 2019 (Funds Availability Period).

3. Disbursement and Recovery of Grant Moneys.

a. Disbursement Generally.

i. Base Grant. Subject to Sections 2 and 3(b), Department shall disburse the Base Grant moneys to Subrecipient quarterly after the end of each calendar quarter falling in whole or in part during the period commencing on July 1, 2015 and ending on the termination date of this Agreement. Quarterly disbursement will be made within 30 days after Department’s receipt of Subrecipient’s invoice for that quarter. Each disbursement shall be in an amount equal to the actual Allowable Costs (as defined below) necessarily incurred and paid by Subrecipient or DA during the quarter in operating the Program, less enforcement fees or other fees received by Subrecipient or DA with respect to the Program during the quarter, as evidenced by satisfactory documentation multiplied by the federally-authorized rate of federal financial participation set by the United States Department of Health and Human Services in accordance with 42 USC 655.

ii. Incentive Funding. In addition to disbursement of the Base Grant moneys to Subrecipient in accordance with Section 3(a)(i) above but subject to Sections 2 and 3(b), Department shall disburse the Incentive Funding moneys to Subrecipient in accordance with OAR 137-055-1500.

iii. General Fund. In addition to disbursement of the Base Grant and Incentive Funding moneys to Subrecipient, in accordance with Section 3(a)(i) and 3(a)(ii) above but subject to Sections 2 and 3(b), Department shall disburse the General Fund moneys to Subrecipient in accordance with the distribution formula outlined in OAR 137-055-1500.

b. Conditions Precedent to Disbursement. Department's obligation to disburse Grant moneys to Subrecipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. Department has received sufficient funding, appropriations, and other expenditure authorizations to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Department has received sufficient Federal Financial Participation, including Incentive Funding, and General Fund Appropriation to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

iii. No Subrecipient or DA default as described in Section 9 has occurred.

iv. With respect to the disbursement of Base Grant moneys only, Department has received a quarterly invoice for the disbursement accompanied by satisfactory documentation evidencing the Allowable Costs for which Subrecipient is seeking reimbursement (to the extent provided for in Section 3.a.i).

v. With respect to the disbursement of Incentive Funding and State General Fund moneys only, Subrecipient and DA are operating the Program, reimbursement documents for the last completed Federal Fiscal Year have been submitted and accepted by the Program and the operating subrecipient budget for the current fiscal year has been submitted and accepted by the Program.

c. Recovery of Grant Moneys. In addition to any other remedies that may be available to Department in the event DA or Subrecipient fails to comply with the terms of this Agreement, Department may recover, in accordance with ORS 25.080(7)(b), the amount of any payments made to Subrecipient of federal funds, under Title IV-D of the Social Security Act, that are, as a result of DA's or Subrecipient's actions or omissions, later excepted, deferred, or disallowed as part of a federal or state audit or review. Notwithstanding the immediately preceding sentence, Department may not recover excepted, deferred, or disallowed payments that arise solely from (i) external problems beyond the control of Subrecipient or DA; (ii) DA or Subrecipient actions or omissions that are consistent with relevant administrative rules of the Department's Division of Child Support, relevant approved procedures of the Department's Division of Child Support, or relevant policy advice from the Child Support Program Policy Team; (iii) the failure of Department to perform its obligations under Section 7 hereof; or (iv) any combination of the foregoing.

4. Use of Grant Moneys.

a. Base Grant. The Base Grant moneys are available solely to cover actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or Subrecipient from funds other than those appropriated to the DA, to operate the Program during the term of this Agreement. Allowable Costs

are those defined in 2 CFR Part 200, Subpart F (audit requirements) and 2 CFR Part 225 (OMB Circular A-87), except to the extent otherwise limited or excluded by the terms of this Agreement. Allowable Costs include the following:

i. **Personal Services:** Salaries and fringe benefits of employees of DA and Subrecipient who operate the Program. If an employee spends only part of his or her time on Program operations, that employee's salary and fringe benefit costs must be equitably distributed among the Program and the employee's other activities, based on the relative amount of employee time and effort devoted to each activity. Subrecipient must maintain time distribution records in accordance with 2 CFR Part 200, Subpart F (audit requirements) and 2 CFR Part 225 (OMB Circular A-87) for employees who only spend a portion of their time on Program operations. Upon request, Subrecipient and DA shall furnish Department with copies of the time distribution records and a description of the formula or method used by Subrecipient or DA to determine the distribution of salary and fringe benefit costs.

ii. **Materials and Contracted Services:** The costs of materials and contracted services used in locating noncustodial parents, establishing paternity, and establishing, modifying, and enforcing support obligations.

iii. **Administrative Costs:** Administrative costs incurred by Subrecipient and DA in operating the Program, but only to the following extent:

(a) If Subrecipient has prepared a direct cost plan, to the extent and in accordance with the direct cost plan;

(b) If Subrecipient has prepared an indirect cost plan, to the extent and in accordance with the indirect cost plan; or

(c) If Subrecipient has not prepared either a direct cost plan or an indirect cost plan, an amount equal to not more than 10 percent of the straight time salary or wages paid by Subrecipient or DA to employees for work directly related to the Program.

iv. **Capital Outlay:** The cost of equipment or furniture with a unit cost of \$5,000 to \$25,000, and the cost of equipment or furniture with a unit cost in excess of \$25,000, if approved in advance by Department. The full cost of automatic data processing equipment with a unit cost of less than \$25,000 that is used exclusively in Program operations is an Allowable Cost during the quarter in which the equipment is purchased and paid for. All other capital acquisitions must be depreciated and the costs of those capital acquisitions are Allowable Costs in a quarter only to the extent of the depreciation during that quarter. Subrecipient must maintain records of all capital acquisitions whose costs are covered in whole or in part by Grant moneys. Subrecipient may use any generally accepted method of computing depreciation but the method of computing depreciation must be consistently applied for any specific asset or class of assets and must result in equitable charges considering the extent of use of the assets. Subrecipient shall furnish property records and depreciation schedules to Department upon request.

b. **Incentive Funding.** The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35, in accordance with 2 CFR Part 200, Subpart F (audit requirements) and 2 CFR Part 225 (OMB Circular A-87).

5. **Records Maintenance, Audit, Access, and Confidentiality.**

a. **Maintenance of Records.** Subrecipient shall document the use of all Grant moneys disbursed by Department under this Agreement and shall maintain such additional fiscal and other records related to this Agreement as may be required by applicable law. Specifically, but without limiting the

generality of the preceding sentence, Subrecipient must maintain records of revenue and fees collected, expenditures made and costs incurred in operating the Program, and other such records as may be required by Department or the United States Department of Health and Human Services.

b. Audits Generally. The Grant moneys disbursed to Subrecipient under this Agreement are federal funds received by Department from the United States Department of Health and Human Services under the Department's Child Support Enforcement Title IV-D Grant, whose CFDA Number is 93.563, and are subject to 2 CFR Part 200, Subpart F. Subrecipient shall comply with 2 CFR Part 200, Subpart F as applicable. If Subrecipient must have an audit performed in accordance with 2 CFR Part 200, Subpart F, Subrecipient shall notify Department in writing promptly after Subrecipient determines that it must have such an audit and Subrecipient shall report the Grant moneys received hereunder as pass-through funds on Subrecipient's Schedule of Expenditures of Federal Awards, and promptly after completion of the audit shall furnish Department with a written copy of all audit findings applicable to Subrecipient's Program or the Oregon Child Support Program (as defined in Section 6.a) or notify Department in writing that the audit resulted in no findings applicable to Subrecipient's Program or the Oregon Child Support Program.

c. Compliance Audits. Subrecipient shall assist in all compliance audits of Subrecipient's Program or the Oregon Child Support Program conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, or their authorized representatives.

d. Accounting. Unless applicable federal law requires Subrecipient to utilize a different accounting system, Subrecipient shall create and maintain all fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their authorized representatives, to verify how the Grant moneys were used.

e. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records (whether in electronic or hard copy form) that are directly related to this Agreement or the Grant moneys for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient shall retain the records until the questions are resolved.

f. Access to Records and Facilities. The Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their duly authorized representatives shall have access to the books, documents, papers and records (whether in electronic or hard copy form) of Subrecipient that are directly related to this Agreement or the Grant moneys provided hereunder, including but not limited to the books, documents, papers and records described in 45 CFR 305.65, for the purpose of making audits and examinations, including but not limited to audits required by 2 CFR Part 200, Subpart F. In addition, the Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Subrecipient shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, and the federal Office of Child Support Enforcement to perform site reviews of all services delivered as part of the Program. Subrecipient or DA shall facilitate and participate in physical site reviews of DA's or Subrecipient's facilities, records storage facilities, or any Oregon Child Support Program facilities, conducted by Department, the Secretary of State's Office of the State of Oregon, the

United States Department of Health and Human Services, the federal Office of Child Support Enforcement, the Internal Revenue Service, or their authorized representatives. On the basis of site reviews, specific corrective measures may be required of DA and Subrecipient where Subrecipient or DA is found noncompliant with applicable requirements of state or federal regulatory entities.

g. Confidentiality. In operating the Program, Subrecipient and DA shall comply with 42 USC § 654(26), 26 USC § 6103, 45 CFR 303.21, ORS 25.260 and 412.094, OAR 137-055-1140, and all other applicable laws relating to confidentiality.

6. Coordination of State Plan Implementation and Administration.

a. Federal Coordination. The parties agree and acknowledge that the Program is part of the overall child support program administered by Department throughout the State of Oregon in accordance with the State Plan, ORS 25.080 and Title IV-D of the Social Security Act (the “Oregon Child Support Program”). The parties further agree and acknowledge that the director of the Department’s Division of Child Support is the Oregon IV-D Director (the “Oregon Child Support Program Director”) and that the Oregon Child Support Program Director is responsible for direct coordination of Oregon Child Support Program activities with other states and the federal government, and for necessary coordination with the United States Department of Health and Human Services. The parties further agree and acknowledge that the Department is responsible for communications, on behalf of the Oregon Child Support Program, with the federal government related to law, proposed or pending legislation, regulations, policies, and procedures concerning Title IV-D of the Social Security Act. If Subrecipient or DA wishes to communicate, on behalf of the Oregon Child Support Program, with the federal government regarding such matters, Subrecipient or DA, as the case may be, must consult with the Oregon Child Support Program Director prior to making such communication. Department will provide to Subrecipient and DA, in a timely manner, all relevant information concerning any new federal policies, requirements, and procedures relating to any aspect of child support or the Oregon Child Support Program. This Section 6.a is not intended, and shall not be construed as giving, the Department the authority to prevent Subrecipient and DA from communicating with the federal government. Rather, the purpose of this Section 6.a is to support the Oregon Child Support Program Director’s responsibility to administer a coordinated Oregon Child Support Program, by making the Oregon Child Support Program Director aware of such communications on behalf of the Oregon Child Support Program.

b. Policy and Procedure Coordination. Department, Subrecipient, and DA shall cooperate in the creation and maintenance of procedures for the purpose of establishing and revising policies, procedures, and proposed legislation relating to the Oregon Child Support Program that affect the parties to this Agreement. Department, Subrecipient, and DA shall provide to each other party to this Agreement advance copies of policy and legislative proposals, including proposed administrative rules and draft legislation. If DA pursues legislation independent of the Oregon Child Support Program, DA will consult with the Oregon Child Support Program Director and coordinate such legislation with the Oregon Child Support Program Director to the fullest extent possible. Nothing herein seeks to preclude DA, either directly or through the Oregon District Attorneys Association, or any other party to this Agreement, from seeking or opposing legislation deemed to have an effect on that party. If Subrecipient or DA attempts to influence federal legislation, Subrecipient or DA, as the case may be, shall file any reports required under the federal “Truth in Lobbying Act” (31 USC 1352) or other applicable federal law.

c. Information Systems Access and Database Coordination.

i. Subject to the conditions set forth below, Department shall provide DA and Subrecipient with access to the Department’s federally certified Child Support Enforcement Automated System (“CSEAS”) or any federally certified successor system, via a mutually agreed connection, for

computer terminals, printers and ancillary information technology equipment installed in the appropriate offices designated by DA or Subrecipient for the purpose of operating the Program. In connection with CSEAS database access, Department shall provide Subrecipient and DA with the Department's policies, procedures, and technical information regarding access to the CSEAS database; related and necessary software' assistance in the installation of computer terminals, printers, and ancillary information technology equipment necessary to access the CSEAS database, as reasonably necessary, and; technical assistance, as reasonably requested, in accessing and using the CSEAS data system programs and information in the database, including support for generation of automated forms, printer connectivity, RACF administration, and caseload distribution, all in accordance with the terms and conditions of this Agreement. Subrecipient and DA may access the CSEAS computerized database and child support confidential information contained therein solely for the purpose and to the extent necessary to operate the Program and consistent with all federal and state laws, rules, regulations and policies including, but not limited to, those governing the confidentiality and security of the information contained in the CSEAS database. Department's obligation to provide the DA and Subrecipient with access to CSEAS is subject to satisfaction of each of the following conditions precedent:

(a) The State Data Center, operated by Oregon Enterprise Technology Services and housing the CSEAS database, is operational.

(b) Provision of such access will not degrade the service provided to other users of the CSEAS database.

(c) Subrecipient assumes the reasonable cost of providing the information systems and database service.

(d) Subrecipient purchases, installs, and maintains, at its expense (except to the extent such expenses are Allowable Costs), the computer terminals, printers, and other ancillary information technology equipment, necessary to access CSEAS, in a secured location and limits access to that location, to the equipment, and to the records of various State of Oregon agencies available in CSEAS to authorized Subrecipient and DA personnel who have a need to access CSEAS information to operate the Program.

(e) The computer technology and software used by Subrecipient and DA to access information in the CSEAS database is compatible with the CSEAS computer technology configuration and will not adversely impact operation of the Oregon Child Support Program.

ii. Safeguards for Protecting Federal Tax Information. In operating the Program, Subrecipient and DA shall comply with IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities and shall safeguard federal tax returns and return information. Any unauthorized disclosure or unauthorized access to federal tax information is subject to criminal and civil sanctions in IRS Publication 1075.

iii. Safeguards for protecting Federal Parent Locator Service (FPLS) data and child support confidential information. In operating the Program, Subrecipient and DA shall comply with the security requirements set forth in the OCSE Security Agreement regarding information systems that transmit, store, and process FPLS and child support confidential information. Child support confidential information includes, but is not limited to, an individual's Social Security number, residential and mailing addresses, employment information, and financial information as set forth in CFR 303.21(a).

7. Department Obligations. In addition to Department's obligation to disburse the Grant moneys to Subrecipient in accordance with the terms and conditions of this Agreement, Department shall:

a. Act as the liaison to federal office of Child Support Enforcement (“OCSE”) with respect to the Oregon Child Support Program activities in Oregon.

b. Adopt administrative rules to govern and provide overall policy direction for the Oregon Child Support Program, after solicitation and consideration of DA suggestions and in consultation with Program stakeholders.

c. As necessary to meet federal requirements, conduct self-assessment audits of child support cases handled by the DA as part of the Program.

d. Prepare and submit to OCSE the reports required by 42 USC § 655 and 45 CFR § 301.15, with respect to overall Program activities in Oregon.

e. Based on and to the extent of information entered into the CSEAS computerized database by DA or Subrecipient, maintain support payment records and provide billing, receipting, depositing, distribution, accounting, and record-keeping services for payments on all child support cases handled by the DA as part of the Program.

f. Provide certain centralized services for child support cases handled by the DA as part of the Program, including but not limited to, automated aspects of tax refund offset, financial institution data matching, income withholding, location of parents,

g. Encourage DA participation in committees, subcommittees, and workgroups formed by Department to consider and recommend changes to the Oregon Child Support Program to improve its operation.

h. Prepare and furnish to Subrecipient and DA copies of the quarterly federal 396 and 34A reports and the annual federal 157 reports and well as periodic reports on the performance of the Oregon Child Support Program on the performance measures that impact the Incentive Funding.

i. Prepare and submit to the applicable regulatory entity any required report with respect to relevant compliance activities in Oregon by the Oregon Child Support Program.

8. Reporting Requirements. In addition to any other reports required by applicable law, Subrecipient and DA shall submit to Department the following:

a. All information on the Program required by Department to complete and submit in a timely manner the reports identified in Section 7(d).

b. Information regarding all child support cases undertaken by DA or Subrecipient for entry into the data system used by Department for the provision of child support billing, collection, accounting, distribution, and automated child support activities.

c. Narrative information on all child support services provided by DA and Subrecipient, all child support actions taken by DA and Subrecipient, and significant contacts by DA and Subrecipient with parties involved in a child support case. This information must be entered electronically directly into CSEAS.

9. Subrecipient and DA Default.

a. Subrecipient shall be in default under this Agreement upon the occurrence of any of the following events:

i. Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein, and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty, or statement made by Subrecipient in this cooperative agreement or in any documents or reports relied upon by Department to evaluate Subrecipient's compliance with this Agreement, the expenditure of Grant moneys, or the performance by Subrecipient under this Agreement is untrue in any material respect when made and Subrecipient does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

iii. Subrecipient (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (viii) takes any action for the purpose of effecting any of the foregoing; or

iv. A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of debts, of Subrecipient; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. DA shall be in default under this Agreement upon the occurrence of any of the following events:

i. DA fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty or statement made by DA in this cooperative agreement or in any documents or reports relied upon by Department to evaluate DA's compliance with this Agreement, the expenditure of Grant moneys, or the performance by DA under this Agreement is untrue in any material respect when made and DA does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

10. Department Default. Department shall be in default under this Agreement upon the occurrence of any of the following events:

a. Department fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice; or

b. Any representation, warranty, or statement made by Department herein is untrue in any material respect when made and Department does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice.

11. Termination.

a. **Department Termination.** Department may terminate this Agreement:

i. Upon 90 calendar days advance written notice to Subrecipient and DA;

ii. Effective upon written notice to Subrecipient and DA, if Department does not obtain funding, appropriations, and other expenditure authorizations from federal, state or other sources sufficient to satisfy its performance obligations under this Agreement, as determined by Department in the reasonable exercise of its administrative discretion;

iii. Effective upon written notice to Subrecipient and DA if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that the Department no longer has the authority to satisfy its performance obligations under this Agreement or no longer has the authority to provide the Grant moneys from the funding source it had planned to use;

iv. Upon 30 days advance written notice to Subrecipient and DA, if Subrecipient or DA is in default under this Agreement; or

v. Effective upon written notice to Subrecipient and DA, if any license or certificate required by law or regulation to be held by Subrecipient or DA to satisfy its performance obligations under this Agreement is for any reason denied, revoked, suspended, or not renewed.

b. **DA Termination.** After consultation with Subrecipient, DA may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and Subrecipient;

ii. Effective upon written notice to Department and Subrecipient, if DA fails to receive from Subrecipient sufficient appropriations, limitations, or other expenditure authority to permit DA to satisfy its performance obligations under this Agreement, as determined by DA in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and Subrecipient, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and Subrecipient, if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that DA no longer has the authority to satisfy its obligations under this Agreement.

c. Subrecipient Termination. After consultation with DA, Subrecipient may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and DA;

ii. Effective upon written notice to Department and DA, if Subrecipient fails to receive sufficient funding from federal, state, or other sources to permit Subrecipient to satisfy its performance obligations under this Agreement, as determined by Subrecipient in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and DA, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and DA, if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Subrecipient no longer has the authority to satisfy its obligations under this Agreement.

12. Effect of Termination.

a. Rights and Obligations. Upon termination of this Agreement, all rights and obligations of the parties arising under this Agreement shall end, except those rights and obligations described in Section 12.b.

b. Survival. Notwithstanding Section 12.a., termination of this Agreement shall not affect Subrecipient's or DA's obligations under this Agreement or Department's right to enforce this Agreement against Subrecipient and DA in accordance with its terms, with respect to Grant moneys actually received by Subrecipient under this Agreement. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Subrecipient's and DA's representations and warranties, reporting obligations, obligations regarding use of the Grant moneys, record-keeping, audit, access and confidentiality obligations, obligations to comply with applicable federal requirements, or the Department's right to recover from Subrecipient, in accordance with the terms of this Agreement, any Grant moneys actually received by Subrecipient. In addition, termination of this Agreement shall not affect Department's obligation to reimburse Subrecipient, or Subrecipient's right to obtain reimbursement from Department, in accordance with and at rates set forth in Section 3.a. of this Agreement, for all actual Allowable Costs necessarily incurred and paid by Subrecipient or DA to operate the Program during the Funds Availability Period; provided, however, that Department shall have no obligation to reimburse any Allowable Costs more than two years after the date that Subrecipient incurred the cost. If a termination right set forth in Sections 10 or 11 of this Agreement is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

13. General.

Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid to Subrecipient, the DA, or the Department at the address or number set forth below, or to such person or at such other addresses or numbers as a party may indicate by notice to all other parties pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system, or receipt of a reply email from the recipient.

Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Department:

Kate Cooper Richardson
Oregon Child Support Program Director
Department of Justice
Division of Child Support
1162 Court Street NE
Salem, OR 97301
Kate.Richardson@doj.state.or.us

Notices to Subrecipient:

Clackamas County, Chair, Board of Commissioners
John Ludlow
2051 Kaen Road
Oregon City, Oregon 97045

Notices to DA:

Clackamas County District Attorney
John S. Foote
807 Main Street,
Oregon City, Oregon 97045

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

b. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

c. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (or any other agency or department of the State of Oregon) and another party to this Agreement that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

d. Compliance with Law. Subrecipient and the DA shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the

operation of the Program. Without limiting the generality of the foregoing, Subrecipient and the DA each expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Title IV-D of the Social Security Act and its implementing federal regulations and all other applicable federal regulations and requirements; (b) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (c) ORS 659A.403, 659A.406, and ORS 659.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the operation of the Program; (d) ORS 659A.142; and (e) the federal laws described in Exhibit B, attached hereto and incorporated herein by this reference. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or Program and required by law to be so incorporated. All employers, including Subrecipient and DA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

e. Assignment of Agreement, Successors in Interest.

(i) Neither Subrecipient nor the DA shall assign or transfer any interest in this Agreement, enter into any subcontracts for delivery of child support services or income withholding services (as described in Exhibit A), or subgrant any Grant moneys, without the prior written approval of Department. Any such assignment, transfer, subcontract or subgrant, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment, transfer, subcontract, or subgrant shall be deemed to create any obligation of the Department in addition to those set forth in the Agreement nor will Department's approval of an assignment, transfer, subcontract, or subgrant relieve Subrecipient or the DA of any of its duties or obligations under this Agreement.

(ii) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

f. No Third Party Beneficiaries. Department, Subrecipient, and DA are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other person or entity unless such person or entity is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

g. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of a party to enforce a provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

h. Amendment. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and, when required, approved for legal sufficiency. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Subrecipient and DA, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each party must notify the other parties of a change in the name or contact information of persons to whom notices are provided under Section 13.a by notice pursuant to Section 13.a. Notice of a change in name or contact information under Section 13.a is effective upon receipt by the other parties without need to amend this agreement.

i. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

j. Independent Contracting Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Subrecipient nor the DA is an officer, employee, or agent of Department as those terms are used in ORS 30.265 or otherwise.

k. Force Majeure. No party shall be held responsible for delay or default caused by fire, civil unrest, natural causes, and war that is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

l. Responsibility for Employees, Officers, and Agents. Subrecipient and DA shall be responsible exclusively, with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and Public Employees Retirement System contributions. Subrecipient, DA, and Department each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents.

m. Remedies not Exclusive. The remedies provided to a party, under the terms of this Agreement, for another party's breach of its obligations under this Agreement are not exclusive and are in addition to any remedies provided by law or in equity.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF JUSTICE

By: _____

Frederick M. Boss
Deputy Attorney General

Date: _____

CLACKAMAS COUNTY

By: CLACKAMAS COUNTY GOVERNING BODY

By: _____

Name: John Ludlow
Title: Chair, Board of Commissioners
Date: _____

DA

By: _____
Name: John S. Foote
Title: Clackamas County District Attorney
Date: _____

Approved for legal sufficiency in accordance with ORS 291.047:

/s/ Keith Kutler, per email dated 6-4-15
Assistant Attorney General Date

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT A
PROGRAM DESCRIPTION**

The Grant moneys are available to Subrecipient and DA, subject to and in accordance with the terms and conditions of this Agreement, solely to operate a child support program consisting of (a) the support services described in ORS 25.080(4) for any order or judgment that is or could be entered under ORS Chapter 107, 108, 109, 110 or 416 or ORS 419B or 419C; and (b) the limited income withholding services described in ORS 25.381. Subrecipient and DA must operate their child support program in accordance with the following procedural and operational requirements:

1. The program must satisfy the requirements of Title IV-D of the Social Security Act, as set forth in: a) the State Plan; (2) applicable Oregon Revised Statutes and Oregon Administrative Rules; and (3) applicable federal laws and regulations, specifically including Title IV-D of the Social Security Act (42 USC § 651 *et seq*) and Title 45 of the Code of Federal Regulations, Parts 300 to 399.
2. Subrecipient and DA must make the child support services described above available to any person described in ORS 25.080 who requests such services and to whom DA is responsible for providing such services under ORS 25.080. In addition, Subrecipient and DA must make limited income withholding services under the provisions of ORS 25.381 available to an obligor or obligee who requests such services and to whom the DA is responsible for providing child support services under ORS 25.080.
3. Subrecipient and DA shall comply with the following non-discrimination requirements:
 - a. Neither Subrecipient nor DA shall, on the basis of race, color, religion, sex, national origin, language or dialect, creed, marital status, age, or the presence of any sensory, mental, or physical handicap:
 - i. Deny an otherwise eligible individual services supported in whole or in part with Grant moneys.
 - ii. Provide any services or other benefits, supported in whole or in part with Grant moneys, to an individual that are different, or are provided in a different manner, from those provided to other similarly situated individuals, except where necessary to accommodate the unique circumstances of the individual.
 - b. Subrecipient and DA shall make available reasonable translation services for any individual described in ORS 25.080 who is not fluent in English and who requests translation services and with respect to whom the DA is responsible for providing such services under ORS 25.080. Necessary translation services are an Allowable Cost and therefore a permissible use of Grant moneys.

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT B
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of Section 13.e, of the Agreement, in operating the Program, Subrecipient and DA shall comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. Subrecipient and DA shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and DA expressly agree to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Executive Order 11246, as amended; (e) the Health Insurance Portability and Accountability Act of 1996; (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; and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide services in violation of 42 USC 14402.

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

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$100,000 then Subrecipient and DA shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), 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 40 CFR 32.100 to 32.145, 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 the Department, the United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency.

4. Energy Efficiency. Subrecipient and DA shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

5. Truth in Lobbying. Subrecipient and DA each certify, to the best of their knowledge and belief, that:

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL “Disclosure Form to Report Lobbying” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31, 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.

6. Resource Conservation and Recovery. Subrecipient and DA shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

7. Audits. Subrecipient and DA shall comply with the applicable audit requirements and responsibilities set forth in 2 CFR Part 200, Subpart F.

8. Debarment and Suspension. Subrecipient and DA shall not purchase goods or services in implementation of the Program from any person or entity listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Nonprocurement Programs” in accordance with Executive Orders No. 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. Subrecipient and DA shall require all vendors 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.

9. ADA. Subrecipient and DA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all activities, services and training associated with the Program.

10. National Voter Registration Act. Subrecipient and DA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993, which require voter registration opportunities to be offered to applicants for services.

11. Servicemembers Civil Relief Act. Subrecipient and DA shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App. 501 et. seq.).

12. Access to Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform services for the review, maintenance, or storage of Program information or as defined in IRS Publication 1075-Exhibit 6, “Contractor 45-Day Notification Procedures,” Subrecipient or DA shall notify the Department of the intent to contract and provide the Department with the information necessary for the Department to issue a “Contractor 45-Day Notification” letter to the IRS Office of Safeguards no later than 45 days prior to the initiation of the work, in accordance with the provisions of IRS Publication 1075.

13. Access to Locations Containing Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform work in locations in which Subrecipient or DA conducts Program activities, provides Program services, or stores Program information, Subrecipient or DA shall include IRS Publication 1075-Exhibit 7, "Contract Language for General Services" in its contract or agreement with such persons, subcontractors, or entities in accordance with the provisions of IRS Publication 1075.

14. The Federal Funding Accountability and Transparency Act (FFATA). FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$25,000 or more with an award date on or after October 1, 2010. As such, grants awarded by the Department are required to report executive compensation data as addressed in this grant award term. Subrecipient is required to complete and submit a FFATA certification form annually. The certification form will be provided by the Department in coordination with the Annual Letter. More detailed information regarding FFATA requirements can be located at <http://www.hrsa.gov/grants/ffata.html>.

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT C
ANNUAL LETTER**

April 1, _____

County _____

District Attorney Family Support Office:

The Oregon Child Support Program is required by the Code of Federal Regulations (CFR) Title 2, Part 200 to determine if subrecipients meet requirements and are in compliance with federal laws and regulations. This letter requests information and documentation that will be used for monitoring compliance. Please complete the information required in reference to the following federal grant:

Grant Name: Child Support Enforcement Program Grant

Fiscal Year: July 1, _____ – June 30, _____

Catalog of Federal Domestic Assistance (CFDA): Program No 93.563

Federal Award Identification: __04ORCSES

45 Code of Federal Regulations (CFR): Parts 300 through 308

Grant Agency: United States Department of Health and Human Services

Period of Performance Start and End Date: From October 1, _____ to September 30, _____

Award is not Research and Development (R&D)

Indirect Cost Rate: per CFR 200.414 (de minimus rate is 10% of wages- not including overtime, benefits or shift premiums.)

Single Audit Threshold: \$750,000

Please read carefully to determine which sections you are required to complete. Please include any requested information or documentation when returning this document.

Indicate your county name in each section of the form as provided.

Return no later than June 30, _____, to the address above or via electronic copy to the email address below.

Section A: If all the statements are true, sign, and date the certification; then skip to Section C.

Section B: Complete this section if there were findings with your single audit or it has not yet been completed; then go to Section C.

Section C: All subrecipients must complete this section. The information is used in connection with Oregon's Child Support Program subrecipient review and monitoring process.

Section D: All subrecipients must complete this section. Fiscal Federal Funding Accountability and Transparency Act.

SECTION A

County _____

Subrecipient Audit Certification

I hereby certify that for fiscal year ending June 30, _____ all of the following three statements are true:

- Financial statements received an unqualified opinion from our independent certified public accountants; and

- The administration of our federal projects has been audited in accordance with CFR Title 2 part 200, and there were no material instances of noncompliance with federal laws and regulations or reportable conditions; and

- There were no findings in the single audit report that are specifically related to awards from the Oregon Child Support Program.

Printed Name

Signature

Title

Date

SECTION B

County _____

Subrecipient Audit Findings or Audit Not Completed

Please check the correct line and attach all appropriate documents, as of June 30 _____:

- We have completed our CFR Title 2 part 200 single audit, and material noncompliance issues and/or reportable conditions were noted. A copy of the audit report and our response is attached.

- There were findings in the single audit report that are specifically related to a prime award from the Oregon Child Support Program. A listing of awards and explanations of the findings as they relate to the prime award are attached.

- We have not completed our CFR Title 2 part 200 single audit. Within 30 days of completion, we will provide the positive certifications in Section A, or a response in Section B. (Enter date the audit is expected to be completed here):

- Our County did not expend \$750,000 or more in federal awards during the related fiscal year; therefore, we are not subject to a CFR Title 2 part 200, single audit.

Prepared By

Date

Subrecipient Financial Questionnaire

There are several methods available to the pass-through entity, the Oregon Child Support Program, for monitoring subrecipients. On-site visits are typically included with the methods of monitoring activities commonly used. Rather than the Program visiting each site annually, subrecipients are asked to respond to each question and supply explanations as required. In addition, some sites will be visited on an annual basis. If your office is scheduled to receive an on-site visit, you will receive additional information at least 30 days prior to our arrival. Whether or not you are scheduled for an onsite review, the following questionnaire must be completed and returned to the Program by June 30, _____.

INTERNAL CONTROLS	YES	NO	N/A	If no, please provide an explanation
Expenditures are approved by a manager familiar with CFR 2 and CFR 45 (Child Support Code of Regulations).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are posted to the accounting record as they occur. The accounting record tracks expenditures against the approved budget.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are charged to the grant on a cash basis only. No accruals are included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures over \$5,000 for a single item and any major remodel costs or projects have been preapproved by the Program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Documentation sufficient to determine the nature of grant expenditures and their allowability is kept as a part of the financial record.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Financial records are retained for a period of 3 years after the close of the grant. The CSP grant is open for 2 years after the closing date. Five years in total.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

INDIRECT/DIRECT COST ALLOCATION PLAN	YES	NO	N/A	If no, please provide an explanation
A cost allocation plan for the county's central costs is used throughout the county and a copy of the current plan is available to the Program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

EQUIPMENT INVENTORY & DISPOSITION	YES	NO	N/A	If no, please provide an explanation
Controls are in place to protect assets acquired with federal funds (loss, damage, theft).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Property and equipment inventory records are maintained including description, serial number, acquisition date and cost and disposal date and cost.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate maintenance procedures keep the property in good condition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When electronic equipment is disposed of all information is wiped from any hard drives, or the hard drive is destroyed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When assets are disposed of, any income is reported to the Program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PROGRAM INCOME/REVENUE	YES	NO	N/A	If no, please provide an explanation
All Program income is declared on the grant expenditure reimbursement request as either a reduction of expense or income.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

CONTRACTS	YES	NO	N/A	If no, please provide an explanation
Contracts for the Program contain description of service, estimate of time, rate of compensation, and termination provisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Contracts are monitored to assure that services were rendered.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Efforts made to solicit price or rate quotations from an adequate number of sources, unless only available from a single source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Prepared By

Date

Signature of County Child Support Program Representative

Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

April 1,

Section D:

FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$25,000 or more with an award date on or after October 1, 2010. As such, grants awarded by the Oregon Child Support Program (DCS) are required to report executive compensation data as addressed in this grant award term.

The certifications enumerated below represent material facts upon which DCS relies when reporting information to the federal government required under federal law. If DCS later determines that the subrecipient knowingly rendered an erroneous certification, DCS may pursue all available remedies in accordance with Oregon and U.S. law.

Signor further agrees that it will provide immediate written notice to DCS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances.

If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DCS detailing which of the below statements it cannot certify and why.

More detailed information regarding FFATA can be located at <http://www.hrsa.gov/grants/ffata.html>.

<u>Subrecipient Information</u>			
_____ Street Address		_____ Legal Name of Subrecipient	
	City	State	Zip

<u>FFATA Contact # 1</u>	<u>FFATA Contact # 2</u>
Name _____	Name _____
Email _____	Email _____
Phone _____	Phone _____

ZIP Code: 9-digits Required www.usps.com

--	--	--	--	--	--	--	--	--	--

DUNS Number: 9-digits Required <http://fedgov.dnb.com/webform>

--	--	--	--	--	--	--	--	--	--

State of Oregon Tax Identification Number (TIN) 9 Digits

--	--	--	--	--	--	--	--	--	--

Fiscal Federal Funding Accountability and Transparency
Act
(FFATA) Certification

April 1,

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

Yes (skip questions "A", "B", and "C" and finish the certification)

No (answer questions "A" and "B")

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example: *John Blum:500,000; Mary Redd:50,000; Eric Gant:400,000; Sally Tom:30,0000*

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date

REMOVED



CLACKAMAS COUNTY

Office of County Clerk

SHERRY HALL
CLERK

1710 Red Soils Ct. Ste 100
OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the contract with Hart InterCivic Inc. to Provide and Install a Ballot Tally System in the Clackamas County Clerk's Office.

Purpose/Outcomes	New Election Tally System
Dollar Amount and Fiscal Impact	\$380,000 for the system, installation and first year maintenance. Annual maintenance will be fixed at \$48,960 for the following 4 years
Funding Source	Fund 100 Line 485330 Computer Hardware Purchase
Safety Impact	NA
Duration	The term of the contract will be through July 30, 2015; ongoing annual maintenance will occur as long as the system is used by the County.
Previous Board Action	BCC approved purchase in Study Session on December 17, 2014
Contact Person	Sherry Hall, 503.722-6086
Contract No.	N/A

BACKGROUND:

The new HART Verity System is a stand-alone system. It needs no interface with and needs no support from any other County Department, a Tally System built to go into the next 20 years plus. Cost of this system is \$380,000 which includes an approximate \$197,315 discount over what would be the regular price. Cost will be paid using unspent funds from the Clerk's 2014/2015 approved budget. Our budget is underspent well over the cost of this purchase.

The HART Voting System, our current system, runs on Windows 2000. Windows 2000 is an operating system that Microsoft no longer sells commercially and no longer supports. The scanners are no longer manufactured and parts are in short supply. Hart's new Verity system utilizes an embedded version of the Windows 7 operating system.

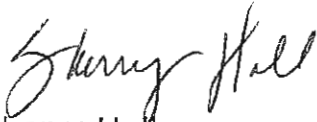
The new HART Verity System will allow the Clerk's Office to continue to operate at the lowest cost possible in Elections as well as maintain the highest level of integrity, accuracy and trust the Voting Public expects from Clackamas County. A Request for Proposals was issued March 23, 2015. At the time of closing on April 21, 2015, one response was received: Hart InterCivic. The proposal was reviewed by an

evaluation committee. Based upon the evaluation criteria outlined in the proposal, the response from Hart InterCivic meets the needs of Clackamas County for this project.

RECOMMENDATION:

I recommend the contract be approved with Hart InterCivic to Provide and install HART Verity Ballot Tally System in the Clackamas County Clerk's Office. I further recommend authority be delegated to the Clackamas County Clerk to sign agreements necessary in the performance of this contract.

Sincerely,



Sherry Hall
Clackamas County Clerk

Placed on the Agenda of June 25, 2015 by the Purchasing
Division



LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

June 25, 2015

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

Please place on the Board Agenda of June 25, 2015, approval of the contract for the purchase and installation of a Ballot Tally System from Hart InterCivic for the Clackamas County Clerk's office. This purchase was requested by Sherry Hall, County Clerk, Extension 6086.

The new HART Verity System will allow the Clerk's Office to continue to operate at the lowest cost possible in Elections, as well as maintain the highest level of integrity, accuracy and trust the Voting Public expects from Clackamas County.

This contractor was selected through a Request for Proposal process. A Request for Proposals was issued March 23, 2015. At the time of closing on April 21, 2015, one response was received: Hart InterCivic. The proposal was reviewed by an evaluation committee. Based upon the evaluation criteria outlined in the proposal, the response from Hart InterCivic meets the needs of Clackamas County for this project.

The amount of this contract is \$380,000. Funds for this purchase are budgeted by the Clerks office. The purchase price includes one year of software maintenance and support. The next four years of maintenance will be billed at \$48,960 per year.

RECOMMENDATION:

Staff respectfully requests approval of the contract for the purchase and installation of a Ballot Tally System from Hart InterCivic. Staff also recommends the Board delegate authority to the County Clerk to sign agreements and licenses necessary in the performance of this contract.

Respectfully submitted,

Tom Averett, CPPB
Buyer



Capt. Chris Hoy
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and the City of Happy Valley to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Happy Valley.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$8,000 in revenue to support the Community Service program.
Funding Source	City of Happy Valley.
Safety Impact	Work Crews improve public areas by cleaning up trash and hazardous materials as well clearing vegetation.
Duration	Effective July 1, 2015 and terminates June 30, 2016.
Previous Board Action/Review	Annual renewal.
Contact Person	Captain Chris Hoy, Director - Community Corrections – 503-655-8866

BACKGROUND: Clackamas County Community Corrections provides supervised offender work crews for sites under the control of the City of Happy Valley. Crews consisting of a minimum of four offenders perform landscaping and cleanup for generally six hour per day. Community Corrections provided a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for a one year, July 1, 2015 through June 30, 2016 and allows for one additional year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement and delegates Captain Chris Hoy, Director of Community Corrections, to sign on behalf of the County.

Respectfully submitted,


Captain Chris Hoy, Director
Community Corrections

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
THE CITY OF HAPPY VALLEY**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and the City of Happy Valley for the cooperation of units of local government and State agencies under the authority of ORS 190.110.

II. Scope of Work and Cooperation:

A. The City agrees to:

1. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
2. Schedule Work Crew projects on a mutually agreed-upon schedule.

B. The COUNTY agrees to:

1. Provide a Work Crew Supervisor to supervise the Work Crews.
2. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Total labor hours per crew is a minimum of twenty-four (24) labor hours.
3. Provide all basic tools to perform work. If special tools are necessary, they shall be provided by the City of Happy Valley.

III. Compensation

The City agrees to pay \$400 per day for the services outlined in Section II. B.

Payments shall be made on the basis of requests for payment submitted as follows:

- A. COUNTY will bill the City of Happy Valley within the first week following the last working day of each calendar month in which work is performed.
- B. The City of Happy Valley agrees to pay COUNTY within 30 days of the receipt of the COUNTY'S invoice.

IV. Liaison Responsibility

Jason Tuck, 503-783-3800, or his designee will act as liaison from the City of Happy Valley for this project. For crew scheduling, contact Byron Philpot, 503-722-6071.

V. Special Requirements

- A. The COUNTY and the City of Happy Valley agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations.
- B. Subject to the limits of the Oregon Tort Claims Act, Article 11, Section 10 of the Oregon Constitution, Clackamas County shall indemnify, defend and hold harmless the City of Happy Valley, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the City of Happy Valley personnel acting pursuant to the terms of this agreement.
- 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 agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- 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 City of Happy Valley which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article, XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. No Work Crew provided under this agreement shall be required to clean up any dump site when known or suspected hazardous materials are present.

- G. *In the event the Work Crew discovers known or suspected hazardous materials at any work site, the Work Crew Supervisor shall immediately cease the activities until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.*
- H. Independent Contractor Status. The COUNTY is engaged under this agreement as an independent contractor. The COUNTY, its employees and members of the Work Crews are not employees of the City of Happy Valley and are not eligible for any benefits through the City.
- I. Personnel. The COUNTY may assign such personnel as it deems necessary to do the work or services to be rendered under this agreement.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

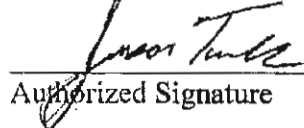
VII. Term of Agreement

This agreement becomes effective upon completion of signatures below, is scheduled to terminate June 30, 2016, but may be renewed for two (2) additional one (1) year agreements upon written approval by both parties.

This agreement is subject to termination by either of the parties when thirty (30) days written notice has been provided.

GOVERNMENTAL UNIT

City of Happy Valley
 16000 SE Misty Dr
 Happy Valley, OR 97086
 503-783-8800



 Authorized Signature


Jason Tuck, City Manager

 Printed Name/Title

6-18-15

 Date

**CLACKAMAS COUNTY
 COMMUNITY CORRECTIONS**



 Captain Chris Hoy, Director

June 18, 2015

 Date



BOB COZZIE
DIRECTOR

DEPARTMENT OF COMMUNICATIONS

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

June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of assignment of lease from Clackamas County to the Clackamas 800 MHz Radio Group (C-800) for the Mt. Scott and Brightwood Radio sites

Purpose/Outcome	Approve the transfer of lease assignments from Clackamas County to the Clackamas 800 MHz Radio Group (C-800).
Dollar Amount and Fiscal Impact	N/A
Funding Source	C-800
Safety Impact	None
Duration	Effective on signing of lease agreements. Permanent transfer.
Previous Board Action/Review	Approved moving forward with transferring assets to C-800
Contact Person	Mark Spross, Communications Manager – Department of Communications – (503) 655-8882
Contract No.	N/A

BACKGROUND:

In 2001, Clackamas County entered into an agreement with the Clackamas 800 MHz Radio Group (C-800) to assist with the financing, installation and build-out of an 800 MHz radio system to serve public safety responders in Clackamas County. C-800 is an ORS 190 organization formed specifically to construct and maintain an 800 MHz radio system to serve the public safety partner jurisdictions. This radio system was needed to provide a greater level of communication interoperability for emergency responders within Clackamas County and also to provide compatible interoperable communications with other emergency responders in the Portland Metropolitan area.

In order to achieve that objective, Clackamas County financed the initial build-out of the system with the understanding that C-800 would pay the debt service. Additional revenue to develop the system was secured for the project through a variety of grants, including a U.S. Department of Justice Community Oriented Policing (COPS) Grant, Title III grants and several Homeland Security grants. County staff assisted with this overall project in concert with staff from C-800. In 2009, all debt service payments to the County were completed by C-800.

Housekeeping action is now needed to transfer leases on several radio sites from Clackamas County to C-800. The leases had been held by the County due to its financial interest in the C-800 organization.

<p>UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management</p> <p>ASSIGNMENT OF RIGHT-OF-WAY PERMIT OR GRANT (Assignment, Acceptance, & Approval)</p>	Right-of-Way Permit or Grant No. OR060816 Date Expires: December 31, 2026
--	---

1. ASSIGNMENT

Name of Assignor

Address (Street, city, state, zip code)

Clackamas County, Oregon

2200 Kaen Road Oregon City, OR 97045

The purpose for which this right-of-way was granted is

Communications Site Lease

For and in consideration of the sum of (\$1.00) and other valuable consideration, Assignor hereby assigns, transfers, and sets over to all of my right, title and interest in and to the road, buildings, structures or other improvements placed upon or across the area covered by the right-of-way permit or grant specified above and granted to me by the United States of America, together with my duties, obligations, and rights of use of such area in accordance with the terms of said permit or grant and the right to any credit for advance rentals paid thereunder.

Signature of Assignor

Title, if corporate official

Date

2. ACCEPTANCE

Name of Assignee

Address (Street, city, state, zip code)

Clackamas 800 Radio Group (C800)

11300 SE Fuller Road Milwaukie, OR 97222

a. Assignee is

a corporation organized under the laws of the State of **Oregon – a Government Partnership per Oregon Revised Statute 190**

an individual and a citizen of the United States by birth naturalization

an association or partnership composed of the undersigned individuals each of whom is a citizen of the United States by birth naturalization

b. The following documents are attached:

c. A nonrefundable payment is enclosed in the amount of **\$109.00**

Assignee hereby accepts the above assignment and agrees to comply with and be bound by the terms and conditions of the right-of-way permit or grant and the applicable regulations of the Department of the Interior in force as of the date of approval of this assignment.

Signature(s) of Assignee

Title, if corporate official

Date

MANAGER

JUNE 12, 2015

No assignment will be recognized unless and until approved.

3. APPROVAL

Signature of Authorized Officer,
Bureau of Land Management

Title

Date Approved

Title 18 U.S.C Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statement or representations as to any matter within its jurisdiction.

**ASSIGNMENT OF LEASE
AND CONSENT TO ASSIGNMENT**

STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "State" and Clackamas County, hereinafter referred to as "Assignor" and, Clackamas 800 Radio Group, hereinafter referred to as "Assignee" agree to the following:

RECITALS

- A. "Assignor" is the Lessee under that certain Lease from "State" dated , a copy of which is attached hereto, marked Exhibit "A" and by reference made a part hereof.
- B. The parcel of land which is the subject of said Lease consists of approximately located on TL 200 in the NE1/4, SW1/4 of Section 27, Township 1 South, Range 2 East, W.M., Clackamas County, Oregon as shown on Exhibit A of the attached copy of lease also marked Exhibit A of this Assignment of Lease Agreement.
- C. Assignee, having reviewed and become familiar with all of the terms and conditions of the Lease, now wishes to acquire Assignor's interest in the leased premises, and is willing to assume all of the obligations of the Lessee under the Lease. Assignor now wishes to transfer all of the Assignor's interest under the Lease and in and to the leased premises to Assignee.

NOW THEREFORE

Section 1, Assignment:

- 1.1 Assignor hereby assigned and transfers and conveys to Assignee, effective August 7, 2014, all of Assignor's interest as Lessee in and to said Lease and in and to said leased premises.
- 1.2 Assignor warrants that the Lease has not been amended or modified. Assignee may have possession of the leased premises upon execution of this document.

Section 2, Assumption:

- 2.1 Assignee hereby accepts the foregoing assignment by Assignor, effective April 1, 2015, assumes responsibility for payment and performance of all obligations of Assignor, as Lessee, under the Lease.

Section 3, Consent to Assignment of Lease:

- 3.1 State, in consideration of Assignee's agreement to pay and perform the Lease, hereby consents to this assignment, but does not release Assignor or any other party from liability for payment and performance of the Lease.

IN WITNESS WHEREOF, the undersigned have executed the foregoing on or effective as of the date first written below; if a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Dated this _____ day of _____, 20__.

ASSIGNOR:

ASSIGNEE:

By _____

By *[Signature]*

By _____

By *John HARTSON*

CONSENT TO ASSIGNMENT OF LEASE

STATE OF OREGON, by and through its Department of Transportation:

By _____
Joseph A. Gray, State Right of Way Manager

Date _____, 20__



BOB COZZIE
DIRECTOR

DEPARTMENT OF COMMUNICATIONS

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

June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of assignment of lease from Clackamas County to the Clackamas 800 MHz Radio Group (C-800) for the Mt. Scott and Brightwood Radio sites

Purpose/Outcome	Approve the transfer of lease assignments from Clackamas County to the Clackamas 800 MHz Radio Group (C-800).
Dollar Amount and Fiscal Impact	N/A
Funding Source	C-800
Safety Impact	None
Duration	Effective on signing of lease agreements. Permanent transfer.
Previous Board Action/Review	Approved moving forward with transferring assets to C-800
Contact Person	Mark Spross, Communications Manager – Department of Communications – (503) 655-8882
Contract No.	N/A

BACKGROUND:

In 2001, Clackamas County entered into an agreement with the Clackamas 800 MHz Radio Group (C-800) to assist with the financing, installation and build-out of an 800 MHz radio system to serve public safety responders in Clackamas County. C-800 is an ORS 190 organization formed specifically to construct and maintain an 800 MHz radio system to serve the public safety partner jurisdictions. This radio system was needed to provide a greater level of communication interoperability for emergency responders within Clackamas County and also to provide compatible interoperable communications with other emergency responders in the Portland Metropolitan area.

In order to achieve that objective, Clackamas County financed the initial build-out of the system with the understanding that C-800 would pay the debt service. Additional revenue to develop the system was secured for the project through a variety of grants, including a U.S. Department of Justice Community Oriented Policing (COPS) Grant, Title III grants and several Homeland Security grants. County staff as assisted with this overall project in concert with staff from C-800. In 2009, all debt service payments to the County were completed by C-800.

Housekeeping action is now needed to transfer leases on several radio sites from Clackamas County to C-800. The leases had been held by the County due to its financial interest in the C-800 organization.

UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management ASSIGNMENT OF RIGHT-OF-WAY PERMIT OR GRANT (Assignment, Acceptance, & Approval)	Right-of-Way Permit or Grant No. <p style="text-align: center;">OR060816</p> Date Expires: <p style="text-align: center;">December 31, 2026</p>
---	--

1. ASSIGNMENT

Name of Assignor

Address (Street, city, state, zip code)

Clackamas County, Oregon

2200 Kaen Road Oregon City, OR 97045

The purpose for which this right-of-way was granted is

Communications Site Lease

For and in consideration of the sum of (\$1.00) and other valuable consideration, Assignor hereby assigns, transfers, and sets over to all of my right, title and interest in and to the road, buildings, structures or other improvements placed upon or across the area covered by the right-of-way permit or grant specified above and granted to me by the United States of America, together with my duties, obligations, and rights of use of such area in accordance with the terms of said permit or grant and the right to any credit for advance rentals paid thereunder.

Signature of Assignor

Title, if corporate official

Date

2. ACCEPTANCE

Name of Assignee

Address (Street, city, state, zip code)

Clackamas 800 Radio Group (C800)

11300 SE Fuller Road Milwaukie, OR 97222

a. Assignee is

a corporation organized under the laws of the State of Oregon – a Government Partnership per Oregon Revised Statute 190

an individual and a citizen of the United States by birth naturalization

an association or partnership composed of the undersigned individuals each of whom is a citizen of the United States by birth naturalization

b. The following documents are attached:

c. A nonrefundable payment is enclosed in the amount of **\$109.00**

Assignee hereby accepts the above assignment and agrees to comply with and be bound by the terms and conditions of the right-of-way permit or grant and the regulations of the Department of the Interior in force as of the date of approval of this assignment.

Signature(s) of Assignee

Title, if corporate official

Date

[Handwritten Signature] *MANAGER* *JUNE 12, 2015*

No assignment will be recognized unless and until approved.

3. APPROVAL

Signature of Authorized Officer,
Bureau of Land Management

Title

Date Approved

Title 18 U.S.C Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statement or representations as to any matter within its jurisdiction.

ASSIGNMENT OF LEASE
AND CONSENT TO ASSIGNMENT

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RECITALS

- A. "Assignor" is the Lessee under that certain Lease from "State" dated , a copy of which is attached hereto, marked Exhibit "A" and by reference made a part hereof.
- B. The parcel of land which is the subject of said Lease consists of approximately located on TL 200 in the NE1/4, SW1/4 of Section 27, Township 1 South, Range 2 East, W.M., Clackamas County, Oregon as shown on Exhibit A of the attached copy of lease also marked Exhibit A of this Assignment of Lease Agreement.
- C. Assignee, having reviewed and become familiar with all of the terms and conditions of the Lease, now wishes to acquire Assignor's interest in the leased premises, and is willing to assume all of the obligations of the Lessee under the Lease. Assignor now wishes to transfer all of the Assignor's interest under the Lease and in and to the leased premises to Assignee.

NOW THEREFORE

Section 1, Assignment:

- 1.1 Assignor hereby assigned and transfers and conveys to Assignee, effective August 7, 2014, all of Assignor's interest as Lessee in and to said Lease and in and to said leased premises.
- 1.2 Assignor warrants that the Lease has not been amended or modified. Assignee may have possession of the leased premises upon execution of this document.

Section 2, Assumption:

- 2.1 Assignee hereby accepts the foregoing assignment by Assignor, effective April 1, 2015, assumes responsibility for payment and performance of all obligations of Assignor, as Lessee, under the Lease.

Section 3, Consent to Assignment of Lease:

- 3.1 State, in consideration of Assignee's agreement to pay and perform the Lease, hereby consents to this assignment, but does not release Assignor or any other party from liability for payment and performance of the Lease.

IN WITNESS WHEREOF, the undersigned have executed the foregoing on or effective as of the date first written below; if a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Dated this _____ day of _____, 20__.

ASSIGNOR:

By _____

By _____

ASSIGNEE:

By *[Signature]*

By John HARTSOCK

CONSENT TO ASSIGNMENT OF LEASE

STATE OF OREGON, by and through its Department of Transportation:

By _____
Joseph A. Gray, State Right of Way Manager

Date _____, 20__



ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

June 25, 2015

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with the State of Oregon
Acting by and through its Oregon Youth Authority for Juvenile Crime
Plan Basic and Diversion Services

Purpose/Outcomes	This IGA between the State of Oregon, by and through Oregon Youth Authority, and Clackamas County for Juvenile Crime Plan Basic and Diversion Services
Dollar Amount and Fiscal Impact	The maximum contract value is \$1,820,790 (Diversion \$835,902 and Basic \$984,888)
Funding Source	General Fund
Safety Impact	Services provided by these funds include juvenile sex offender treatment, shelter care beds, mediation services, secure detention beds, mental health assessments, service learning projects, and personnel costs to supervise medium to high risk youth.
Duration	Effective July 1, 2015 through June 30, 2017
Previous Board Action	
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	

BACKGROUND:

Attached is an Intergovernmental Agreement provided by the State of Oregon, through the Oregon Youth Authority to the County to provide funds for specialized services, including, but not limited to, juvenile sex offender treatment, mediation services between victim and offender, secure detention beds, mental health assessments, services learning projects and approximately 3.5 FTE for Juvenile Counselor 2 positions to supervise medium to high risk youth. These services implement and fulfill the Juvenile Crime Prevention and Diversion Plan requirements.

Total amount of this IGA is \$1,820,790. These funds are budgeted in the Juvenile Crime Plan grant stream for fiscal year 2015-17 to cover this agreement. No County General Funds are involved. This agreement is effective upon acceptance by all parties and will terminate on June 30, 2017.

RECOMMENDATION:

Staff recommends approval of this Intergovernmental Agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ellen Crawford".

Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Crystal Wright at 503-655-8342 ext 7112.



Oregon

John A. Kitzhaber, MD, Governor

Oregon Youth Authority
Budget and Contracts Office
530 Center Street NE, Suite 200
Salem, OR 97301-3765
Voice: 503-373-7371
Fax: 503-373-7921
www.oregon.gov/OYA

Document Return Statement

06/15/2015



Dear Clackamas County,

Re: Document #13190, hereafter referred to as "Contract."

Please complete the following section and return a signed copy along with a signed copy of the attached contract.

I John Ludlow (Name), Chair (Title), have received a copy of the above referenced Contract between the State of Oregon, acting by and through Oregon Youth Authority and received via email from Susanna Ramus on 6/16/2015 (Date Received).

On 6/25/2015 (Date), I signed the printed form of the electronically transmitted Contract without change.

June 25, 2015

(Authorizing Signature)
John Ludlow, Chair
Board of County Commissioners

(Date)

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Budget and Contracts Unit at (503) 373-7371.

AGREEMENT #13190

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT**

This Juvenile Crime Prevention Basic Services and Diversion Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its Oregon Youth Authority ("OYA") and Clackamas County, a political subdivision of the State of Oregon ("County").

WHEREAS, pursuant to ORS 190.110, ORS 420.019 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

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

AGREEMENT

1. Effective Date and Duration. This Agreement shall become effective as of July 1, 2015. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on June 30, 2017.

2. Agreement Documents, Order of Precedence. This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits	
Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Provider Requirements
Exhibit E	Funding
Exhibit F	Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-E are attached; Exhibit F is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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

STATE OF OREGON ACTING BY AND THROUGH ITS
OREGON YOUTH AUTHORITY

By: _____
Name: Shawn Waite
Title: Chief Financial Officer
Date: _____

COUNTY Clackamas County Board of County Commissioners

By: _____
Name: John Ludlow, Chair
Title: Chair
Date: June, 2015

By _____
Recording Secretary
Date: _____

APPROVED FOR LEGAL SUFFICIENCY

By: Approved via e-mail
Name: Susan L. Amesbury
Title: Senior Assistant Attorney General
Date: 6/12/15

Reviewed by OYA Contract Specialist: _____ Date: _____

CLACKAMAS COUNTY
APPROVED FOR LEGAL SUFFICIENCY

By : approved by email Kim Ybarra
Date: June 16, 2015

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **“Administrative Costs”** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
2. **“Agreement”** means this Intergovernmental Agreement between OYA and County.
3. **“Allowable Costs”** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
4. **“Claim”** has the meaning set forth in Section 15 of Exhibit B.
5. **“Client”** means any individual who receives a Service.
6. **“Close Custody Facility”** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
7. **“Community Programs”** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
8. **“County”** has the meaning set forth in the first paragraph of this Agreement.
9. **“Discretionary Bed Allocation”** or **“DBA”** means the maximum number of youth from the County who may reside in beds at OYA’s Close Custody Facilities. The method for calculating the maximum number of youth is set forth in OYA’s administrative rules, OAR 416-410-0010 through 416-410-0060. For the purposes of this Agreement, at a minimum, the following youth from the County shall be considered to be residing in beds at OYA’s Close Custody Facilities:
 - a. Youth committed to the custody of the OYA for placement at a Close Custody Facility by the juvenile court of jurisdiction under ORS 419C.478, and
 - b. Youth whose parole from a Close Custody Facility has been revoked under the provisions of ORS 420.045, 420A.115 or 420A.120, except youths whose parole has been revoked and who were originally committed for Rape in the first degree, ORS 163.375, Sodomy in the first degree, ORS 163.405, and Unlawful Sexual Penetration in the first degree, ORS 163.411.

Youth placed at a Close Custody Facility due to administrative transfer from the Department of Corrections under ORS 420.011(2) and those youth placed in Public Safety Reserve Bed Space in

accordance with OYA administrative rules OAR 416-410-0010 and 416-410-0020, shall, for purposes of this Agreement, not be counted against the DBA.

10. **“Diversion Funds”** means funds provided under this Agreement for Diversion Services. Diversion Funds are part of the budget of the Oregon Youth Authority.

11. **“Diversion Services”** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities.

12. **“Evaluation Costs”** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.

13. **“JCP Basic Services”** or **“Basic Services”** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.

14. **“JCP Basic Services Funds”** means funds provided under this Agreement for JCP Basic Services. JCP Basic Services Funds are part of the budget of the Oregon Youth Authority.

15. **“JJIS”** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.

16. **“OYA”** means the Oregon Youth Authority.

17. **“Provider”** has the meaning set forth in Section 5 of Exhibit B.

18. **“Public Safety Reserve Bed Space”** means those beds in OYA’s Close Custody Facilities that are reserved for youth who have committed offenses designated by the OYA in its administrative rules OAR 416-410-0010 and 416-410-0020.

19. **“Service”** means any service or group of related services delivered as part of Service Plan implementation.

20. **“Service Plan”** means the County’s plan for 2015-2017 JCP Basic and Diversion Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2015-2017 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 5.

21. **“Supplanting”** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.

22. **“Target Population for Basic Services”** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:

- a. Antisocial behavior;
- b. Poor family functioning or poor family support;
- c. Failure in school;
- d. Substance abuse problems; or
- e. Negative peer association.

23. **“Target Population for Diversion Services”** means youth offenders ages 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS**

1. Payment and Recovery of Funds.

a. Payment Generally. Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.

b. Payment Requests and Notices. County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.

c. Conditions Precedent to Payment. OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

(i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.

(ii) No default as described in Section 7 of this Exhibit has occurred.

(iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.

(iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA.

(v) OYA has received from County and approved the County's Service Plan for the 2015-2017 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 7 on or prior to the date of the payment request.

(vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.

(vii) With respect only to payment of Diversion Services funds, County has not exceeded its Discretionary Bed Allocation for ninety (90) or more consecutive days.

d. Recovery of Funds. If payments to County by OYA under this Agreement, are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that the payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit

B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

(i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(ii) If the exercise of OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OYA.

(iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.

(v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. **Representations and Warranties.**

a. County represents and warrants as follows:

(i). **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

(iii). **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.

(v). **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

(i). **Organization and Authority.** OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OYA of this Agreement, other than approval by the Department of Justice if required by law.

(iii). **Binding Obligation.** This Agreement has been duly executed and delivered by OYA and constitutes a legal, valid and binding obligation of OYA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

c. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. **Expenditure of Funds.** County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

b. County may expend Diversion Services funds and Basic Services funds solely on Diversion Services and Basic Services, respectively.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.

d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date or after the termination date of this Agreement.

e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. **Expenditure Reports.** County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan.

5. **Provider Contracts.** Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract"). County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. **Records Maintenance, Access and Confidentiality.**

a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's

Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.

c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

7. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

8. OYA Default. OYA shall be in default under this Agreement upon the occurrence of any of the following events:

a. OYA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein: or

b. Any representation, warranty or statement made by OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

9. Termination.

a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement for Diversion Services or Basic Services, individually:

(i) For its convenience, upon 90 days advance written notice to OYA.

(ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. **OYA Termination.** OYA may terminate this Agreement in its entirety or may terminate its obligation to provide funds under this Agreement for Diversion Services or Basic Services, individually:

(i) Upon 90 days advance written notice to County, if OYA determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.

(ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.

(iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services (Diversion or Basic) impacted by loss of necessary licensure or certification.

(vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

10. Effect of Termination

a. **Entire Agreement.** Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

b. **Individual Funding Source.** Upon termination of OYA's obligation to provide funding under this Agreement for Services in a particular area (Diversion or Basic), OYA shall have no further obligation to pay or disburse any funds to County under this Agreement for Services in that area. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA.

c. **Survival.** Notwithstanding subsections (a) through (b) above, exercise of the termination rights in Section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, provider contract obligations, provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification. If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements. In such a circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

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

To OYA: Philip Cox
Oregon Youth Authority
530 Center St. NE, Suite 200
Salem, Oregon 97301-3765
Voice: (503) 373-7531
Facsimile: 503-373-7921
E-mail: Philip.Cox@oya.state.or.us

To County: Ellen Crawford
Clackamas County Juvenile Department
2121 Kaen Rd,
Oregon City, Oregon 97045
Voice: 503-655-8342x3171
Facsimile: 503-655-8448
E-Mail: ellencr@co.clackamas.or.us

The supervising representatives of the parties for purposes of this Agreement are indicated above.

13. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity

of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

15. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Applicable Law. Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OYA, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest.

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OYA may deem necessary. No approval by OYA of any assignment or transfer of interest shall be deemed to create any obligation of OYA in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. No Third Party Beneficiaries. OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OYA to assist and enable OYA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19. Integration and Waiver. This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 5.a and 7.d of Exhibit C, and in any event no amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

21. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

22. Construction. The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. Contribution

a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

b. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

24. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA

becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

26. Force Majeure. Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

27. HIPAA Compliance. To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

a. **Privacy and Security Of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. **Consultation and Testing.** If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets the OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement.

29. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS**

1. Outcomes. County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services and Diversion Services with the goal of achieving the following high level outcomes:

- a. Reduction of juvenile recidivism.
- b. Reduction (or maintenance) in the use of beds in OYA's Close Custody Facilities by youth from County at a level at or below the Discretionary Bed Allocation.

2. Management of Discretionary Bed Allocation.

a. County shall use its best efforts to implement the Service Plan in such a manner that the number of youth from County residing in beds at OYA's Close Custody Facilities does not exceed, at any time during the term of this Agreement, the Discretionary Bed Allocation. The Discretionary Bed Allocation formula allows for the Discretionary Bed Allocation to change based upon the availability of discretionary beds at OYA's Close Custody Facilities. With the prior written approval of OYA, County may join a regional group of counties for purposes of managing its Discretionary Bed Allocation. If County joins such a group, County shall be deemed to have exceeded its Discretionary Bed Allocation under this Agreement only if the total number of youth, from all counties in the group, residing in beds at OYA's Close Custody Facilities exceeds the sum of the Discretionary Bed Allocation for each of the counties in the group.

b. If County exceeds its Discretionary Bed Allocation for ninety (90) or more consecutive days, OYA may, in its sole discretion, withhold all or a portion of the funds for Diversion Services until the County reduces its utilization to a level at or below the Discretionary Bed Allocation. County shall work with OYA through the Local Co-Management Agreement to meet the Discretionary Bed Allocation.

3. JCP Basic Services Target Population and Funded Services. County shall target its Basic Services to the Target Population for Basic Services.

a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

- (i) Antisocial behavior.
- (ii) Poor family functioning or poor family support.
- (iii) Failure in school.
- (iv) Substance abuse problems.
- (v) Negative peer associations.

b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

4. Diversion Services Target Population and Funded Services. County shall target its Diversion Services to the Target Population for Diversion Services.

a. Diversion Target Population are youths 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facility.

b. Diversion funds provide specialized services that prevent the highest risk local youth offenders from being committed to OYA Close Custody Facilities. The services may include, but not be limited to, the following:

(i) Detention and shelter services to the extent that they divert the target population from commitment to OYA Close Custody.

(ii) Youth-specific treatment, including substance abuse treatment, sex offender treatment, family-based treatment services, gang intervention services, mental health treatment, and other services.

5. Service Plan

a. **Service Plan Submission.** County shall submit a written JCP Basic Services and Diversion Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2013-2015 biennium. Until the Service Plan for the 2015-2017 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2013-2015 shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2015-2017 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2013-2015 biennium and be incorporated into and be a part of this Agreement in accordance with Section 2 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services under the Service Plan must focus on supporting the high level outcomes in Section 1 of this Exhibit C.

b. **Service Plan Implementation.** County shall implement, or through Providers shall require to be implemented, the JCP Basic Services and Diversion Services portions of the Service Plan as developed in 5.a. of this Section.

c. **Evidence-Based Services and Programs.** County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

6. Cultural Competency. County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

7. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for any amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. For the purposes of this Section 7, JCP Basic Services and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Service Plan:

a. The Service Plan budget may be amended to change allocations between JCP Basic Services and Diversion Services or categories of services within a funding source while staying within the not-to-exceed Grand Total listed in Exhibit E.

b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

d. All changes to the Service Plan budget which comply with Sections 7.a and 7.b, or that comply with Sections 7.a and 7.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

8. Grievance System. During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

9. Reporting and Documentation

a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This information provision requirement also applies to providing information on funded services not tracked in JJIS.

b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS.

c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

10. Youth Specific Reporting and Required Documentation

a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

(i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.

(ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.

(iii) Documentation of any mental health treatment;

(iv) Past and current prescribed psychotropic medication history;

(v) Past and existing suicidal ideation and behaviors;

(vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;

(vii) Documentation of any medical information or developmental disability that might affect youth offender's ability to participate in activities or treatment.

b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

11. Other Agreement Requirements.

a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:

(i) Disposition of parole violations;

(ii) Community Programs;

(iii) Plan for providing detention back-up and back up to Community Programs;

(iv) A process for making Close Custody Facility placement and parole decisions in accordance with the Service Plan, specifically the Diversion Services portion of the Service Plan;

(v) Programs and services used by the County to stay within its Discretionary Bed Allocation.

(vi) Revocation Hearings in the community prior to returning a youth to a bed at an OYA Close Custody Facility. County shall provide the hearing report to the Close

Custody Facility in which the youth resides within 72 hours after the youth's arrival at the Close Custody Facility. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
PROVIDER REQUIREMENTS**

1. Indemnification by Providers

County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the Provider("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Provider from and against any and all Claims.

2. Provider Insurance Requirements

A. GENERAL.

County shall require its first tier Provider(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

B. TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

ii. PROFESSIONAL LIABILITY

Required by Agency Not required by Agency.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by the Agency:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iii. COMMERCIAL GENERAL LIABILITY.

Required by Agency Not required by Agency.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the Agency. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by the Agency:

Bodily Injury, Death and Property Damage:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount]

per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iv. AUTOMOBILE LIABILITY INSURANCE.

Required by Agency Not required by Agency.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by the Agency:

Bodily Injury, Death and Property Damage:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

- C. ADDITIONAL INSURED. If the total amount payable under the Provider Contract is greater than \$15,000.00, the Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

- D. "TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of : (i) the Provider's completion and County's acceptance of all Services required under the Provider Contract or, (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and Agency may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Agency approval is granted, the Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- E. NOTICE OF CANCELLATION OR CHANGE. The Provider or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- F. CERTIFICATE(S) OF INSURANCE. County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

SERVICE	TOTAL
DIVERSION	\$835,902.00
JCP BASIC	\$984,888.00
GRAND TOTAL	\$1,820,790.00

The amounts indicated as the Grand Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Service Plan and other provisions of this Agreement. The specific amounts allocated for Diversion Services and JCP Basic Services above are not firm, fixed amounts, but are subject to change as provided in Sections 11 and 20 of Exhibit B and Section 7 of Exhibit C. Changes to the amounts allocated for Diversion Services and JCP Basic Services made pursuant to Section 7 of Exhibit C shall not alter the not-to-exceed amount of the Grand Total listed above.



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory Geist
Director

June 25, 2015

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 2 to the Intergovernmental Agreements between Clackamas County and Clackamas County Service District No. 1, Tri-City Service District, and the Surface Water Management Agency of Clackamas County for Purposes of Clarifying Employment Liability Insurance Provision

Purpose/Outcome	Provide clarity regarding employment liability insurance provision for WES service districts
Dollar Amount and Fiscal Impact	Each District, as proposed in the current budget document, would pay a premium for participation in the self-insurance risk pool
Funding Source	CCSD#1, TCSD, SWMACC rate revenues
Safety Impact	None
Duration	For the life of the original intergovernmental agreements
Previous Board Action/Review	Adoption of the original agreements were approved by the Board of County Commissioners on Jun. 5 2003 – agenda item 060503 – V.1; Amendment No. 1 to the agreements regarding accounting practices was approved by the Board of County Commissioners on Jun. 12, 2014 – agenda item 061214 – G.1 & X.3
Contact Person	Chris Storey, Assistant County Counsel: 503 742-4623
Contract No.	

BACKGROUND:

Clackamas County has entered into service agreements with each of Clackamas County Service District No. 1, Tri-City Service District, and the Surface Water Management Agency of Clackamas County for the provision of county services, such as employment, management, payroll, financial management support, legal support, facilities and maintenance, and other services. A wrongful termination claim brought to light that each of the districts did not have outside employment liability insurance. After review of the options, staff believes that participation by each of the districts in the county self-insurance risk pool for employment liability issues is the most cost-effective means of minimizing that exposure to liability.

Staff has drafted proposed amendments to each of the service agreements for the three WES districts to clarify the employment liability insurance issue. Adoption would be by vote once on behalf of the County, and by vote on behalf of each of the applicable service district.

RECOMMENDATION

Staff respectfully recommends that the Board amend the service intergovernmental agreements between the County and each of Clackamas County Service District No. 1, Tri-City Service District, and the Surface Water Management Agency of Clackamas County to clarify and affirm the ability of those districts to obtain employment liability insurance from outside vendors or the County through its self-insurance risk pool.

Sincerely,

A handwritten signature in cursive script that reads "G. Geist, for".

Greg Geist
Director

AMENDMENT NO. 2

To The

INTERGOVERNMENTAL AGREEMENT

Between

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 and

CLACKAMAS COUNTY

This Amendment No. 2 (this "Amendment") is entered into by and between Clackamas County Service District No. 1, a county service district organized pursuant to Oregon Revised Statutes Chapter 451 ("District") and Clackamas County, a political subdivision of the State of Oregon ("County") as of the date set forth below.

WHEREAS, the District and the County entered into that certain intergovernmental agreement dated June 5, 2003 as subsequently amended (the "Agreement") regarding the provision of services by the County; and

WHEREAS, the District and the County desire to amend the Agreement as set forth herein to clarify certain risk management issues;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is amended to add the following language at the end of Section 3.A:

“Consistent with the overall policy and strategic objectives of the District governing body, the District Administrator and the District Director shall direct all efforts provided by the County and its employees and agents. The County and the District agree that the District shall be responsible for all costs, claims, liability and expenses pertaining to employee actions or inactions. In support of this, the District shall procure insurance in an appropriate amount through a third party vendor, the County risk management pool, or self-insure, as may be directed by its governing body. The parties agree that, with respect to the services provided by County employees, the District shall be responsible for costs, claims, liability and expenses relating to employment practice issues, including but not limited to termination, discipline, hostile workplace, discrimination, retaliation or other related employment issues, given that such actions will be taken consistent with the direction of the District Administrator and/or the District Director.

2. To the extent the District has participated in the County risk management pool for any of the above previously, such actions and participation are hereby ratified and affirmed.

3. Except as stated herein, the parties affirm the Agreement and agree that no other provisions have been changed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of June 25, 2015.

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1	CLACKAMAS COUNTY
By: _____	By: _____
Title: <u>Chair</u>	Title: <u>Chair</u>
ATTEST: _____	ATTEST: _____

AMENDMENT NO. 2

To The

INTERGOVERNMENTAL AGREEMENT

Between

TRI-CITY SERVICE DISTRICT and

CLACKAMAS COUNTY

This Amendment No. 2 (this "Amendment") is entered into by and between Tri-City Service District, a county service district organized pursuant to Oregon Revised Statutes Chapter 451 ("District") and Clackamas County, a political subdivision of the State of Oregon ("County") as of the date set forth below.

WHEREAS, the District and the County entered into that certain intergovernmental agreement dated June 5, 2003 as subsequently amended (the "Agreement") regarding the provision of services by the County; and

WHEREAS, the District and the County desire to amend the Agreement as set forth herein to clarify certain risk management issues;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is amended to add the following language at the end of Section 3.A:

“Consistent with the overall policy and strategic objectives of the District governing body, the District Administrator and the District Director shall direct all efforts provided by the County and its employees and agents. The County and the District agree that the District shall be responsible for all costs, claims, liability and expenses pertaining to employee actions or inactions. In support of this, the District shall procure insurance in an appropriate amount through a third party vendor, the County risk management pool, or self-insure, as may be directed by its governing body. The parties agree that, with respect to the services provided by County employees, the District shall be responsible for costs, claims, liability and expenses relating to employment practice issues, including but not limited to termination, discipline, hostile workplace, discrimination, retaliation or other related employment issues, with such actions taken consistent with the direction of the District Administrator and/or the District Director.

2. To the extent the District has participated in the County risk management pool for any of the above prior to the date of adoption of this Amendment, such actions and participation are hereby ratified and affirmed.

3. Except as stated herein, the parties affirm the Agreement and agree that no other provisions have been changed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of June 25, 2015.

TRI-CITY SERVICE DISTRICT	CLACKAMAS COUNTY
By: _____	By: _____
Title: <u>Chair</u>	Title: <u>Chair</u>
ATTEST: _____	ATTEST: _____

AMENDMENT NO. 2

To The

INTERGOVERNMENTAL AGREEMENT

Between

SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY

and

CLACKAMAS COUNTY

This Amendment No. 2 (this "Amendment") is entered into by and between Surface Water Management Agency Of Clackamas County, a county service district organized pursuant to Oregon Revised Statutes Chapter 451 ("District") and Clackamas County, a political subdivision of the State of Oregon ("County") as of the date set forth below.

WHEREAS, the District and the County entered into that certain intergovernmental agreement dated June 5, 2003 as subsequently amended (the "Agreement") regarding the provision of services by the County; and

WHEREAS, the District and the County desire to amend the Agreement as set forth herein to clarify certain risk management issues;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is amended to add the following language at the end of Section 3.A:

“Consistent with the overall policy and strategic objectives of the District governing body, the District Administrator and the District Director shall direct all efforts provided by the County and its employees and agents. The County and the District agree that the District shall be responsible for all costs, claims, liability and expenses pertaining to employee actions or inactions. In support of this, the District shall procure insurance in an appropriate amount through a third party vendor, the County risk management pool, or self-insure, as may be directed by its governing body. The parties agree that, with respect to the services provided by County employees, the District shall be responsible for costs, claims, liability and expenses relating to employment practice issues, including but not limited to termination, discipline, hostile workplace, discrimination, retaliation or other related employment issues, with such actions taken consistent with the direction of the District Administrator and/or the District Director.

2. To the extent the District has participated in the County risk management pool for any of the above prior to the date of adoption of this Amendment, such actions and participation are hereby ratified and affirmed.

3. Except as stated herein, the parties affirm the Agreement and agree that no other provisions have been changed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of June 25, 2015.

SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY	CLACKAMAS COUNTY
By: _____	By: _____
Title: Chair	Title: Chair
ATTEST: _____	ATTEST: _____



Water Quality Protection
 Surface Water Management
 Wastewater Collection & Treatment

Gregory Geist
 Director

June 25, 2015

Board of Commissioners
 Clackamas County

Members of the Board:

Approval and Adoption of an Intergovernmental Agreement between
 Clackamas County Service District No. 1 and the Tri-City Service District for
Purposes of Alternate Biosolids Disposal Services

Purpose/Outcome	Renews an IGA that allows both districts to use the other's facility as emergency backup or cost reduction regarding post-digester biosolids handling. The current IGA expires on June 30, 2015.
Dollar Amount and Fiscal Impact	Under the current IGA, CCSD#1 has experienced cost savings by partnering with TCSD, and TCSD has experienced additional revenues on an existing asset. The agreement allows for services both ways and in the past TCSD has utilized CCSD#1 fields and trucks to meet permit compliance requirements.
Funding Source	CCSD#1, TCSD rate revenues
Safety Impact	None
Duration	Two years, expiring June 30, 2017
Previous Board Action/Review	The original IGA was approved by the Board of County Commissioners on Jan. 6, 2011 – agenda item 010611-VI.8
Contact Person	Chris Storey, Assistant County Counsel: 503 742-4623
Contract No.	

BACKGROUND:

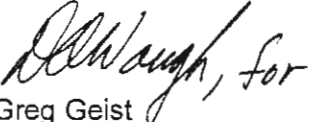
In 2009, Tri-City Service District ("TCSD") experienced a failure of its centrifuge used to remove water from materials processed by the plant digesters before application onto fields. TCSD relied on tanker trucks and authorized fields of Clackamas County Service District No. 1 ("CCSD#1") to maintain compliance with its obligations under the Clean Water Act, for which CCSD#1 was reimbursed. At that time, WES staff recommended and the Board of County Commissioners as the governing body of TCSD and CCSD#1 entered into an agreement allowing for the opportunity for each district to serve as a backup to the other for emergency or cost-saving reasons. That agreement expires on June 30, 2015 and WES staff brought the concept of a renewal to the advisory committees of the districts. Both the Riverhealth Advisory Board and the Tri-City Advisory Committee voted in favor of renewing the agreement with certain changes, such as limiting the term to two years and making clear that neither district was under

any obligation to accept biosolids. Those requested changes are reflected in the draft agreement attached to this staff report.

RECOMMENDATION

Consistent with the vote of both districts' advisory committees, staff respectfully recommends that the Board adopt the intergovernmental agreement between Clackamas County Service District No. 1 and the Tri-City Service District regarding post-digestion biosolids.

Sincerely,


Greg Geist
Director

**Intergovernmental Agreement
For
Alternate Biosolids Disposal**

This Intergovernmental Agreement for Alternate Biosolids Disposal (this "Agreement") is entered into this 25th day of June, 2015, between Tri-City Service District ("TCSD") and Clackamas County Service District No. 1 ("CCSD#1").

WHEREAS, TCSD and CCSD#1 are both county service districts concerned with wastewater treatment and the disposal of biosolids resulting from such treatment; and

WHEREAS, CCSD#1 and TCSD desires to have TCSD accept biosolids generated from and after digestion at the Kellogg Plant at the Tri-City Plant in the event CCSD#1 is unable to appropriately dispose of the biosolids in a cost-effective manner or as a result of an emergency, and TCSD desires to have CCSD#1 accept biosolids generated from and after digestion at the Tri-City Plant at the Kellogg Plant in the event TCSD is unable to appropriately dispose of the biosolids in a cost-effective manner or as a result of an emergency; and

WHEREAS, CCSD#1 and TCSD entered into an agreement regarding the same on January 6, 2011, which expires on June 30, 2015 and desire to extend this arrangement for two years;

NOW, THEREFORE, the parties hereto mutually covenant and agree to and with each other as follows:

ARTICLE 1. DUTIES OF RECEIVER. The party receiving biosolids hereby agrees:

1. To accept delivery of biosolids from the deliverer when requested unless such delivery would (i) result in a violation of applicable laws, (ii) safety or operational standards, or (iii) would impair the functionality of the receiving facility or authorized disposal field or similar district asset.
2. To warrant services furnished by the receiver under this Agreement will be in full compliance with OAR Chapter 340, Division 50 and 40 CFR Part 503 and other federal, applicable state and local laws.

ARTICLE 2. DUTIES OF DELIVERER. The party delivering biosolids hereby agrees to:

1. Deliver biosolids to the appropriate facility for processing or application, as required, with suitable documentation regarding the characteristics thereof.
2. Pay all bills promptly and fully.

3. To promptly communicate with the receiver regarding any material changes in the deliverer's biosolids program that might result in operational challenges.
4. Warrant that services furnished under this Agreement will be in full compliance with OAR Chapter 340, Division 50 and 40 CFR Part 503 and other federal, state and local laws.

ARTICLE 3. GENERAL TERMS.

1. **Term:** The Parties hereto acknowledge that each has previously utilized the other for biosolids backup and desires all such actions to be appropriately compensated per the terms of this Agreement. This Agreement shall expire on June 30, 2017, unless terminated sooner as provided herein.
2. **Payment for Services:** The receiving party shall provide the delivering party invoices for services. Invoices shall be presented in paper form. Invoices submitted for payment shall identify the services, the unit prices, quantity invoice number and invoice total. Invoicing for services shall at all times be in arrears. Invoices for payment shall be provided to the delivering party within thirty (30) days of successful delivery of the billed services.
3. **Inclusive Agreement:** This Agreement does not establish an exclusive arrangement between CCSD#1 and TCSD, and each party retains the right to purchase or provide the same or similar services from other parties.
4. **Biosolids Delivery:** Neither party commits to transport a minimum quantity of biosolids and neither party is required to accept any amount; rather, this Agreement is intended for temporary relief or mutual benefit.
5. **Record Keeping:** The receiving party shall maintain records of biosolids received and its appropriate handling, and compliance with all applicable laws and regulations.

ARTICLE 4. ADDITIONAL CONDITIONS.

1. **Pricing:** The delivering party shall pay for services provided according to a formula reflecting the then-current costs for the following expenses:

Initial Processing

- Labor
- Chemicals
- Power
- Maintenance
- Centrifuge Depreciation
- Side stream treatment

- Allocated District costs
- Allocated debt service

Transportation

- Labor
- Fuel
- Insurance
- Equipment Maintenance
- Equipment Replacement
- Allocated District costs
- Allocated debt service

Land Application

- Labor
- Fuel
- Insurance
- Equipment Maintenance
- Equipment Replacement
- Allocated District costs
- Allocated debt service

As of the date of execution hereof, the current cost for biosolids management and handling for TCSD is \$0.06 per gallon and CCSD#1 is \$0.15 per gallon. This price shall be updated annually to reflect current costs of the Parties as of the end of the prior fiscal year in providing the service.

2. **Amendments:** This Agreement may be amended by the written consent of the Parties at any time.
3. **Force Majeure:** Neither CCSD#1 nor TCSD shall be held responsible for Agreement performance if performance is prevented by unforeseeable acts or events beyond the party's reasonable control including, but not limited to: acts of God, fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures; terrorist attacks; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities, or any other circumstances which are not within its reasonable control (Force Majeure Events).
4. **No Third Party Beneficiaries:** CCSD#1 and TCSD are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, assigns or provides any benefit or right, whether directly, indirectly or otherwise, to third persons, including owners of the property.

5. **Successors in Interest:** The provisions in this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.
6. **Early Termination of Agreement:** Either party may, upon ninety (90) days written notice to the other party, may terminate this Agreement for any reason deemed appropriate in its sole discretion. Either CCSD#1 or TCSD may terminate this Agreement in the event of a breach in the Agreement by the other.
7. **Compliance with Applicable Law:** In connection with the activities under this Agreement, CCSD#1 and TCSD shall comply with all federal, state and local laws and regulations. All statutory, charter and ordinance provisions applicable to public contracts in CCSD#1, TCSD, Clackamas County, and the State of Oregon shall be followed with respect to this Agreement.
8. **Indemnity:** Each party shall hold harmless, defend and indemnify the other party, its officers, employees and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorneys fees and costs, resulting from or arising out of negligence or willful misconduct of such party or all its officers, employees, subcontractors under this Agreement.
9. **Non-Waiver:** No waiver, consent, modification, or change of the terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

[Signature Page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

TRI-CITY SERVICE DISTRICT

**CLACKAMAS COUNTY
SERVICE DISTRICT NO. 1**

By: _____

By: _____

ATTEST:

By: _____
Secretary