



AGENDA

Thursday, March 13, 2014 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-18

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

III. PREVIOUSLY APPROVED LAND USE ISSUE *(No public testimony on this item)*

1. Board Order No. _____ Adopting a Previously Approved Comprehensive Plan Map Amendment and Zone Change for the Molalla River School District – File No. Z0513-13-CP/Z0514-13-ZAP – *Previously Approved at the February 12, 2014 Land Use Hearing (Nate Boderman, County Counsel)*

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

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

2. Approval to Apply for the Affordable Care Act Patient Centered Medical Home, Facility Improvements Grant Program through the Federal Bureau of Primary Care – *Health Centers*
3. Approval of an Amendment to an Intergovernmental Agreement with Oregon Department of Transportation Public Transit Division for Vehicle Repair for the Mt. Hood Express Bus Service – *Social Services*
4. Approval of Amendment No. 7 to 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*

- 5 4. Approval of a Services Contract with Health Share of Oregon to Expand the Healthy Homes Intervention Home Visit Program – *Public Health*

B. Department of Transportation & Development

- 6 1. Approval of an Intergovernmental Agreement with the City of Portland for Continued Administration of the Master Recycler Training Program
- 7 2. Approval of a Cooperative Improvement Agreement, No. 29477 with Oregon Department of Transportation for the OR 99E, SE Vineyard Road Signal Project

C. Elected Officials

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

D. Technology Services

- 9 1. Approval of a Contract with Xiologix LLC to Provide and Install an Enterprise Backup and Recovery System - *Purchasing*

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

- 10 1. Board Order No. _____ Authorizing North Clackamas Parks & Recreation District to Apply for the Oregon Parks and Recreation Department Land and Water Conservation Fund Grant Program for the Harmony Road Neighborhood Park

VII. COUNTY ADMINISTRATOR UPDATE

VIII. 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

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March 13, 2014

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Board of Commissioners
Clackamas County

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

Members of the Board:

A Board Order approving an amendment to a previously approved Comprehensive Plan Map Amendment and Zone Change Application

On February 12, 2104, the Board conducted a land use hearing to consider an amendment to a previously approved comprehensive plan map amendment and zone change application. The applicant is the Molalla River School District. In 2009 the Board approved a comprehensive plan map amendment from Agriculture to Rural and Zone Change application from EFU to FF-10. Based on the historical use of the property as a school, the Board at that time imposed a condition of approval limiting future use of the property to a school use. The Molalla River School District has identified the subject property as surplus property and has not been able to dispose of the property with the limiting condition. The school district submitted an application to amend the prior Board approval and eliminate the condition of approval and in affect allow other uses subject to the underlying FF-10 zoning district.

The Planning Staff, in a staff report dated January 2, 2014 analyzed the proposal and recommended approval of the application to the County Planning Commission. The Planning Commission conducted a public hearing on this matter on January 13, 2014 and recommended the Board approve the application based on the findings and conclusions in the staff report. At the February 12, 2014 hearing the Board accepted the Planning Commission's recommendation to approve the application and directed staff to prepare a Board Order to finalize the decision.

A copy of the Board Order and staff report with findings and conclusions adopted by the Board is attached.

Recommendation:

Staff recommends the Board approve the attached Board Order.

Respectfully submitted,


Nate Boderman
Assistant County Counsel

For information on this issue or copies of attachments please contact Nate Boderman at (503) 742-8364

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

In the Matter of an amendment to a previously
Approved Comprehensive Plan Map
Amendment and Zone Change for the
Molalla River School District



ORDER NO.

File No.: Z0513-13-CP / Z0514-13-ZAP

This matter coming regularly before the Board of County Commissioners, and it appearing that the Molalla River School District made application to amend a previously approved application for a comprehensive map plan amendment from Agricultural to Rural, and a zone change from EFU to FF-10 on property described as T3S, R2E, Section 36, Tax Lots 901, 1500 and 1501, located one-eighth mile south of the intersection of Schuebel School Road and Lower Highland Road. The proposed amendment is to eliminate a condition of approval which limited future use of the property to school purposes adopted in File Nos. Z0231-09-CP and Z0233-09-ZAP.

It further appearing that the planning staff, by its report dated January 2, 2014, recommended approval of the application; and

It further appearing that the Planning Commission, at its January 13, 2014 meeting, recommended approval of the application to eliminate the condition of approval; and

It further appearing that after appropriate notice a public hearing was held before the Board of County Commissioners on February 12, 2014, at which testimony and evidence was presented, and that a preliminary decision was made by the Board on February 12, 2014;

Based upon the evidence and testimony presented this Board makes the following findings and conclusions.

1. The applicant has applied for a comprehensive plan amendment and zone change, and the application can meet the applicable approval criteria. The Board adopts the findings and conclusions in the staff report dated January 2, 2014.

NOW, THEREFORE, IT IS HEREBY ORDERED that the requested amendment to the comprehensive plan amendment and zone change is approved.

DATED this 13th day of March, 2014

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



MIKE MCCALLISTER
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

**PLANNING STAFF REPORT AND RECOMMENDATION
TO THE PLANNING COMMISSION**

NAME: Molalla River School District / Schuebel School
FILE NO: Z0513-13-CP / Z0514-13-ZAP
REPORT AUTHOR: Mike McCallister, Planning Director
HEARING DATES: Planning Commission: January 13, 2014
Board of County Commissioners: February 12, 2014
REPORT DATE: January 2, 2013

GENERAL INFORMATION

Applicant: Molalla River School District; Attention; Richard Gill; P.O. Box 188; Molalla, OR 97038

Owner: Same

Proposal: To eliminate a condition of approval limiting the future use of the property to a school. This condition was attached to a Comprehensive Plan Map Amendment and Zone Change application approved by the County in 2009. The prior land use approvals are summarized below.

File No. Z0231-09-CP and Z0233-09-ZAP: Approval of a Comprehensive Plan Map Amendment and Exception to Statewide Planning Goal 3 from Agriculture to Rural and a corresponding zone change from EFU (Exclusive Farm Use) to FF-10 (Farm Forest 10 Acre District).

These land use applications were approved by the County under Board Order 2009-90 with a condition of approval which states: "Future use of the property shall be limited to school purposes."

The applicant has proposed to eliminate this condition. No other changes are proposed.

File No. Z0234-09-C: Approval of a Conditional Use Permit to authorize a public charter school in the existing buildings under the proposed FF-10 zoning district. **This conditional use permit is now void and is not relevant to this proposal.**

For additional background information and context for evaluating this proposal the following documents from the original applications are included in the record:

1. Board of County Commissioners Board Order No. 2009-90 including Exhibit A (condition of approval). See Exhibit 3.

2. Revised Planning Staff Report and Recommendation dated July 20, 2009. This report reflects the findings and recommendation the Planning Commission forwarded to the Board of County Commissioners. See Exhibit 4.

3. Planning Commission Minutes from the July 13, 2009 public hearing. See Exhibit 5.

Location: West side of Schuebel School Road, approximately 1/8 mile south of its intersection with Lower Highland Road.

Legal Description: T3S, R2E, Section 36, Tax Lots 901, 1500 and 1501

Comprehensive Plan Designation: Rural

Zone: FF-10 (Farm Forest 10 Acre Minimum Lot Size)

Total Area Involved: 6.09 acres. The subject property consists of 3 tax lots (901, 1500 and 1501). Each tax lot is considered a separate "lot of record" which means each tax lot may be sold separately and developed consistent with the underlying FF-10 zoning district.

RECOMMENDATION:

1. Approval to delete the condition of approval in Exhibit A in Board Order 2009-90 which limits the future use of the property to a school.

If approved, future uses of the property would be those allowed in the FF-10 zoning district. See Attachment C in Exhibit 1.

BACKGROUND INFORMATION, SITE AND AREA DESCRIPTION AND SERVICE PROVIDERS

1. Background Information / Prior Land Use Decisions:

a. File No. 305-80-C: Conditional Use Permit approved by the Hearings Officer to construct a 10' x 12' log cabin building to be used as a storage area for the Schuebel School. A minor modification to change the location of the log building was approved by the Hearings Officer in July 1980.

b. Temporary Permits: Various temporary permits to use 2 portable (modular) buildings for classroom purposes were approved between 1981 and 1984. (File Nos. 952-81, 804-82, 6-84 and 659-84). The modular buildings have been removed from the property.

c. File No. 762-85-C: Conditional Use Permit approved by the Hearings Officer (BCC) to

construct a new building consisting of three new classrooms and two restrooms.

d. File No. Z0430-05-NCU: Verification and alteration of a Nonconforming Use to recognize the Scheubel School as a Nonconforming Use and change the use of the school to a church. The Hearings Officer denied the application because the use of the property as a school was discontinued in June 2001.

e. Status of School Use: The school was originally established on the property in 1947. The property was zoned EFU in 1979. The subject property is considered High Value Farmland. Changes to State law in 1994 prohibited schools on high value farmland. As a result of the discontinued use of the school in June 2001 the County Hearings Officer determined the nonconforming use status of the school had been lost.

2. Site Description: The subject property is approximately 6.09 acres. The property consists of very level to slight slopes. The property is developed with two school buildings, one small storage shed, on site sidewalks, two propane tanks, gravel parking / circulation areas and remnants of play fields and structures. The entire property is surrounded by a 6 foot tall cyclone fence. Access to the property is from a driveway on Scheubel School Road, which is designated as a local road.

3. Surrounding Conditions: All the adjacent and nearby properties are zoned EFU. The adjacent parcels consist of parcels ranging from approximately 3 acres to 60 acres and are developed with single family dwellings. Farm uses in the area include grass, pasture land and Christmas trees.

4. Service Providers:

a. Sewer: The property is not located in a public sanitary sewer district. Sewage disposal will be accommodated by an on-site sewage disposal system.

b. Water: The property is not located in a public or private water district. Water is provided from an on-site well.

c. Surface Water: The property is not located in a public or private surface water district. Surface water is regulated pursuant to Section 1008 of the ZDO.

d. Fire Protection: Clackamas Rural Fire Protection District #1

5. Notice of this application was sent to the following organizations and agencies:

a. Hamlet of Beavercreek

b. Clackamas Rural Fire Protection District #1

c. Department of Transportation and Development (DTD), Engineering Division

d. Dept. of Land Conservation and Development

e. Property Owners within 500'

6. Hamlet Recommendation: The subject property is located in the Hamlet of Beavercreek. The Hamlet of Beavercreek submitted comments recommending approval of the application. See Exhibit 7.

7. Exhibits: See Exhibit List following the last page of this report.

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SECTION 1. COMPREHENSIVE PLAN MAP AMENDMENT CONSIDERATIONS

This proposal is to amend the specific condition of approval attached to the 2009 Comprehensive Plan Map Amendment and Zone Change application previously approved on the subject property. The following findings will address the Statewide Planning Goals, County Comprehensive Plan Policies and Oregon Administrative Rules (OAR's) as they relate to the proposal to eliminate the condition of approval which states:

“Future use of the property shall be limited to school purposes.”

The findings addressing this proposal include those in the revised staff report dated July 20, 2009 (Exhibit 4) and adopted in Board Order No. 2009-90 except as modified below.

PART 1. COMPLIANCE WITH STATEWIDE PLANNING GOALS

A. Statewide Planning Goals 3-9 and 11-15 are not applicable to the proposed amendment.

B. Goal 1: Citizen Involvement: *To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.*

This is a quasi-judicial land use application. The Clackamas County Comprehensive Plan and Section 1300 of the Zoning and Development Ordinance (ZDO) contain adopted and acknowledged procedures for citizen involvement and public notice. This application has been processed consistent with Section 1300 including notice to adjacent and surrounding property owners within 500 feet of the subject property, notice in the local newspaper, and notice to affected agencies, Hamlet of Beavercreek and other interested parties. One or more advertised public hearings will also be conducted before the Clackamas County

Planning Commission and Board of County Commissioners, which provides an opportunity for citizen involvement and input.

The proposal is consistent with Goal 1.

C. Goal 2; Land Use Planning: To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

1. Goal 2 requires coordination with affected governments and agencies. Notice of this application has been provided to the following agencies and governments for comments; Clackamas County Fire Protection District and Department of Land Conservation and Development (DLCD).
2. The subject property is not located within any Urban Growth Management Area (UGMA) of any city. This proposal will not affect the Comprehensive Plan of any nearby city.
3. Goal 2 requires that all land use actions be consistent with the acknowledged Comprehensive Plan. This application has been evaluated against all the applicable goals and policies of the Clackamas County Comprehensive Plan. The background information and findings provided by the applicant and within this report, and comments received from agencies and interested parties provide an adequate factual base for rendering a decision consistent with the County Comprehensive Plan.

This proposal is consistent with Goal 2.

D. Goal 10; Housing: "To provide for the housing needs of citizens of the state."

1. This goal requires local jurisdictions to provide for an adequate number of needed housing units and to encourage the efficient use of buildable land within urban growth boundaries. OAR 660-007 and 660-008 defines the standards for determining compliance with Goal 10. OAR 660-007 addresses the housing standards inside the Portland Metropolitan Urban Growth Boundary. OAR 660-008 addresses the general housing standards.
2. The current limitation on this property restricts the future use of the property to a school and does not allow residential uses. The proposed amendment to eliminate the condition would allow all primary uses in the FF-10 zoning district including single family dwellings. The subject property consists of three "legal lots of record" which would allow three additional dwellings on the property (subject to meeting all development standards and obtaining approval for on-site sewage disposal systems). This proposal is consistent with Goal 10 because it would result in an increase of land available for rural housing needs in the County.

This application is consistent with Goal 10.

E. Statewide Planning Goals 16, 17, 18 and 19 are not applicable to Clackamas County.

PART 2. COMPLIANCE WITH GENERAL COMPREHENSIVE PLAN POLICIES

A. There are no policies in Chapter 1 and 3-10 applicable to the proposed amendment.

B. **Chapter 2; Citizen Involvement:** *The purpose of this Chapter is to promote citizen involvement in the governmental process and in all phases of the planning process.*

1. There is one specific policy in this Chapter applicable to this application.

a. Policy 1.0; *Require provisions for opportunities for citizen participation in preparing and revising local land use plans and ordinances. Insure opportunities for broad representation, not only of property owners and Countywide special interests, but also of those within the neighborhood or areas in question.*

The Clackamas County Comprehensive Plan and ZDO have adopted and acknowledged procedures for citizen involvement. This application has been processed consistent with those procedures. Specifically, the County has provided notice to property owners within 500 feet of the subject property, and published public notices in the newspaper consistent with State law and Section 1302 of the ZDO. The Planning Commission and Board of County Commissioners will also hold one or more public hearings, as necessary, consistent with Section 1303 of the ZDO. These public mailings, notices and hearings will ensure an opportunity for citizens to participate in the land use process.

This application is consistent with Chapter 2.

C. **Chapter 11; The Planning Process:** *The purpose of this Chapter is to establish a framework for land use decisions that will meet the needs of Clackamas County residents, recognize the County's interrelationships with its cities, surrounding counties, the region, and the state, and insure that changing priorities and circumstances can be met.*

This Chapter contains two Sections titled: 1) City, Special District and Agency Coordination and; 2) Amendments and Implementation. In the City, Special District and Agency Coordination Section of this Chapter, Policy 1.0 is applicable to this application. In the Amendments and Implementation Section, Policy 1.0 and 3.0 are applicable.

1. **City, Special District and Agency Coordination Section**

a. Policy 1.0; *Participate in interagency coordination efforts with federal, state, Metro, special purpose districts and cities. The County will maintain an updated list of federal, state and regional agencies, cities and special districts and will invite their participation in plan revisions, ordinance adoptions, and land use actions which affect their jurisdiction or policies.*

Notice of this application has been provided to the following agencies and governments for comments; Clackamas Rural Fire Protection District and DLCD. Notice to these agencies provides an adequate opportunity for interagency coordination efforts of this plan amendment and demonstrates compliance with this policy.

This policy is met.

2. Amendments and Implementation Section

a. Policy 1.0; *Assure that the Comprehensive Plan and County ordinances meet the goals of LCDC, the Region 2040 Urban Growth Management Functional Plan and the Metro Framework Plan.*"

Based on the findings in Part 1 of this report this application is consistent with the Statewide (LCDC) Planning Goals. The Urban Growth Management Functional Plan and Metro Framework Plan are not applicable to this application because the property is outside the Metro urban growth boundary.

This policy is met.

b. Policy 3.0; *Amend the Comprehensive Plan pursuant to the following procedures and guidelines (listed in subpolicies 3.1 through 3.6). This is a quasi-judicial Comprehensive Plan map amendment and is subject to subpolicies 3.1, 3.3 and 3.4.*

1. Subpolicy 3.1; *A map amendment may be initiated only by the Board of County Commissioners, the Planning Commission, the Planning Director, or the owner of the property for which a change is requested.*

This application has been initiated by the Molalla River School District, the owner of the property.

This policy is met.

2. Subpolicy 3.3; *All proposed Comprehensive Plan amendments are to be considered at advertised public hearings before the Planning Commission, in accordance with state law and County requirements.*

Both the Planning Commission and Board of County Commissioners will review this application through one or more public hearings. Notice of the hearings have been published in the local newspaper and advertised consistent with all adopted ZDO notice requirements.

This policy is met.

3. Subpolicy 3.4; *If the proposed amendment is quasi-judicial, property owners will be notified as required. The Community Planning Organization in the affected area shall be notified at least 35 days prior to the first hearing.*

The property owners within 500 feet of the subject property were notified of this application on December 2, 2013, consistent with the requirement of Section 1303 of the ZDO. The Hamlet of Beavercreek was also notified of this application on December 2, 2013, approximately 42 days prior to the Planning Commission hearing.

This policy is met.

This application has been processed consistent with Chapter 11.

PART 3. EXCEPTION PROCESS AND CRITERIA

A. Exceptions Process: The findings in the original 2009 decision justified an "Exception" to Statewide Planning Goal 3 (Agricultural Lands). The process and criteria for a Goal Exception is outlined in Oregon Administrative Rule 660, Division 004. The three types of Exceptions are:

1. OAR 660-004-0020 and OAR 660-004-0022; "Reasons Exceptions."
2. OAR 660-004-0025; Land physically developed to other uses (Physically Developed Exception), and
3. OAR 660-004-0028; Land irrevocably committed to other uses (Irrevocably Committed Exception).

The "Exception" to Goal 3 in the original application was justified under the "Physically Developed" Exception criteria.

B. Exception Criteria: OAR 660-004-0018 sets forth requirements for adoption of plan and zone designations for Exceptions. Physically developed Exceptions under OAR 660-004-0025 are intended to recognize and allow continuation of existing types of development in the exception area and meet the standards below.

1. OAR 660-004-0018(2): *For "physically developed" and "irrevocably committed" exceptions to goals, residential plan and zone designations shall authorize a single numeric minimum lot size and all plan and zone designations shall limit uses, density, and public facilities and services to those:*

- a. *That are the same as the existing land uses on the exception site;*
- b. *That meet the following requirements:*

i. *The rural uses, density, and public facilities and services will maintain the land as "Rural Land" as defined by the goals, and are consistent with all other applicable goal requirements;*

ii. *The rural uses, density, and public facilities and services will not commit adjacent or nearby resource land to uses not allowed by the applicable goal as described in OAR 660-004-0028; and*

iii. *The rural uses, density, and public facilities and services are compatible with adjacent or nearby resource uses.*

This proposal is to delete the condition limiting the future use of the property to a school applied under paragraph (a). Based on case law, the Planning Staff believes that under the approved "Physically Developed" exception, the County may apply the standards in either paragraph (a) or (b). See *Landwatch Lane County vs. Lane County – LUBA No. 2006-235. Exhibit 9.*

In the 2009 approval the existing land use on the property was a school. The school building and associated improvements were the basis for physically developed Exception. DLCDC submitted a letter into the record during those proceedings opining that the criteria in OAR 660-004-0018(2)(a) can be met by limiting the future use of the property to a school, which is the same land use used to justify the exception. See Exhibit 6. The Planning Staff agrees that the existing condition limiting the future use of the property to a school satisfies the criteria paragraph 2(a).

The original Planning Staff report did not include a recommendation to limit the future use of the site to a school. After reviewing the record and considering public testimony the condition was recommended by the Planning Commission to address concerns about future uses in the existing school buildings and potential impacts that may not be compatible or consistent with the historical use of the site as a school. The Board of County Commissioners agreed with that recommendation. At that time, there were at least 2 parties interested in establishing a charter school on the property.

The staff believes this proposal also satisfies the 3 criteria in paragraph 2 (b) based on the following findings:

Rural lands as defined in the Comprehensive Plan are "... exception lands, as defined in Oregon Administrative Rules 660-004-005(1), that are outside urban growth boundaries and Unincorporated Communities and are suitable for sparse settlement, such as small farms, woodlots, or acreage home sites. They lack public facilities or have limited facilities and are not suitable, necessary, or intended for urban, agricultural or forest use."

The FF-10 zoning district applied to the subject property implements the "Rural" plan designation in the Comprehensive Plan. The Rural Plan designation is acknowledged and consistent with Statewide Planning Goals 11 (Public Facilities and Services) and Goal 14 (Urbanization).

The FF-10 zoning district is a single numeric minimum lot size standard. The County Comprehensive Plan includes 4 Rural zones ranging from 1 acre to a 10 acre minimum lot size. The FF-10 zone, with a 10 acre minimum lot size is the largest minimum lot size standard in areas designated Rural on the Comprehensive Plan. This zoning district is located throughout the rural areas of the County in areas nearby and adjacent to other resource lands.

The subject property is not currently located in a public water, sewer or surface water district. Policy 7.0 in the Rural Section of the Plan supports the expansion or development of public facilities only when consistent with maintaining the rural character of the area. This Comprehensive Plan policy will ensure that the public facilities and services in the Exception area will not commit adjacent or nearby lands to uses other than "Rural" uses and will be compatible with other adjacent and nearby resource uses.

The primary uses allowed in the FF-10 zoning district include one dwelling per parcel, farm and forest uses, public and private conservation areas and structures to support water, soil, forest, or wildlife habitat resources, fish and wildlife management programs and other casual public and private parks and recreational uses. The list of primary uses in the FF-10 zoning district are substantially consistent with uses allowed outright or conditionally on the adjacent lands zoned Exclusive Farm Use and therefore compatible with adjacent and nearby resource uses.

No new uses are identified or contemplated in this proposal. If new uses other than primary uses are proposed (i.e. conditional uses), those uses will require review through a public hearing process to ensure the type of use, density and proposed public facilities and services are compatible with adjacent or nearby resource uses.

There is no evidence in the record that the site is likely to be redeveloped with a use that would violate OAR 660-004-0018(2)(b).

In summary, the 10 acre minimum lot size, rural nature of uses allowed in the FF-10 zoning district, similarity of allowed uses in FF-10 zoning district and adjacent EFU zoning district, and lack of existing and planned public facilities for the exception site demonstrates substantial compliance with OAR 660-004-0018(2)(b).

SECTION 2- ZONE CHANGE CONSIDERATIONS

The zone change criteria are listed in Section 1202 of the Clackamas County Zoning and Development Ordinance (ZDO). The Planning Staff does not believe the zone change criteria are relevant to this proposal.

SECTION 3. SUMMARY OF FINDINGS AND CONCLUSIONS

Sections 1 and 2 of this report addresses all the applicable policies, standards and criteria in the Statewide Planning Goals, County Comprehensive Plan and Oregon Administrative Rule. In consideration of these findings, the Planning Staff finds that this proposal should be approved for the following reasons:

1. The findings in Part 1 demonstrate this proposal is consistent with the Statewide Planning Goals.
 2. The findings in Part 2 demonstrate this proposal is consistent with the General Clackamas County Comprehensive Plan policies.
 3. The finding in Part 3 demonstrate that the rural uses, density and lack of public services and facilities allowed in the FF-10 zone will ensure the Exception site is maintain as "rural" land in compliance with OAR 0660-004-0018(2)(b). DLCD has no objection to the proposal.
 4. The subject property has been on the market for approximately 4 years. The existing condition of approval has limited the marketability and sale of the site for parties interested in utilizing the property for primary uses in the FF-10 zone (single family and farm uses).
 5. Future use of the property for conditional uses, including school, churches, campgrounds and other uses will require submittal and approval of a conditional use permit through a public hearing process. The conditional use permit criteria requires a showing that the proposed use will not significantly interfere with adjacent farm and forest uses in the area.
 6. The Hamlet of Beavercreek recommends approval of the application.
 7. The application has been processed consistent with all Comprehensive Plan and ZDO requirements including to notice to property owners, agencies, Hamlet of Beavercreek and other interested parties.
-

March 13, 2014

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval to Apply for the Affordable Care Act Patient Centered Medical Home – Facility Improvements Grant Program through the Federal Bureau of Primary Care

Purpose/Outcomes	Purpose: To make facility enhancements through alteration and renovation or construction Outcomes: Improve patient access to services and quality of care
Dollar Amount and Fiscal Impact	The total fiscal impact would be up to \$250,000. There is no match requirement.
Funding Source	Health Resources and Services Administration, Bureau of Primary Health Care
Safety Impact	N/A
Duration	Effective September 1, 2014 through August 31, 2016
Previous Board Action	None – new grant
Contact Person	Richard Swift, Interim FQHC Director/CCHCD (503) 650-5694
Contract No.	N/A

BACKGROUND:

The Clackamas Health Centers Division (CHCD) of the Health, Housing & Human Services Department (H3S) requests permission to apply for the Affordable Care Act Patient Centered Medical Home – Facility Improvements Grant Program through the Federal Bureau of Primary Health Care. CHCD proposes to remodel the Beaver Creek Health Clinic to give better patient access to services and quality of care using the Patient Centered Medical Home model of care. This would include relocating and remodeling the reception/lobby area to give patients ADA counter access, better visibility of check-in windows, and better access to Cover Oregon registration; providing a lockable dispensing area for prescriptives. The grant allows up to 50% of the money to be used for equipment which would be used to replace waiting room furniture, add a children's play area and public access to computers in the waiting room.

This represents one time funding in the amount of \$250,000, to be expended by August 31, 2016. There is no match requirement.

RECOMMENDATION:

Staff recommends Board approve CCHCD's request to apply for this funding opportunity, and authorizes Cindy Becker, H3S Director, to sign on behalf of Clackamas County.

Respectfully submitted,


 Cindy Becker, Director

March 13, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Amendment to an Intergovernmental Agreement with Oregon
Department of Transportation Public Transit Division for
Vehicle Repair for the Mt. Hood Express Bus Service

Purpose/Outcomes	Amend agreement with Oregon Department of Transportation Public Transit Division for maintenance of vehicles for the Mt Hood Express bus service to include state funds to replace the engine in one vehicle.
Dollar Amount and Fiscal Impact	This amendment is for \$6,000 for a new maximum agreement of \$26,799 and will be used to pay for replacing the engine of one of our existing vehicles. Match funds will be provided by the county, state transportation grants and a public-private partnership with businesses in the Mt. Hood area.
Funding Source	State of Oregon 5310 Program
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2015
Previous Board Action	06013-A11
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6254/29295

BACKGROUND:

This agreement is for Clackamas County Social Services Division of the Health, Housing & Human Services Department to receive funds to help pay for the engine replacement cost of one of the buses operated by the Mt Hood Express bus service. The Mt Hood Express has expanded its operations this fall to provide bus service between the City of Sandy and Government Camp, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities, but also resulting in increased wear and tear on the vehicles. The engine replacement cost is estimated at \$6,000 and will extend the useful life of the vehicle for approximately four years.

Clackamas County Social Services has received 5310 rural transit funds since it took over operating the Mountain Express bus service in 2007. This amendment provides state funds to pay for the needed engine replacement.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 29295
CLACKAMAS COUNTY

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as State, and Clackamas County, hereinafter referred to as Recipient, entered into an agreement on June 27, 2013. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by State and Recipient that the agreement referenced above, although remaining in full force and effect, shall be amended to revise the statement of work and distribution of funds.

Page 1, Project Cost; Grant Funds; Match, which reads:

3. Project Cost; Grant Funds; Match. The total project cost is estimated at \$23,180.00. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed \$20,799.00 in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.

Shall be deleted in its entirety and replaced with the following:

3. Project Cost; Grant Funds; Match. The total project cost is estimated at \$29,180.00. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed \$26,799.00 in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B. All references to "Exhibit B" shall hereinafter be referred to as "Revised Exhibit B."

Clackamas County/State of Oregon
Agreement No. 29295

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its _____

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
PO Box 2950
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Sherrin Coleman
555 13th St. NE
Salem, OR 97301-4179
1 (503) 986-4305
Sherrin.K.COLEMAN@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Date 9-10-14

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____
(printed)

Date _____

Revised Exhibit A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 Clackamas County Preventive Maintenance				
<i>Preventive maintenance for 4 vehicles and 1 engine replacement</i>				
Item #1: Preventative Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$23,180.00	\$20,799.00	\$2,381.00	Local
Item #2: Preventative Maintenance				
	\$6,000.00	\$6,000.00	\$0.00	
Sub Total	\$29,180.00	\$26,799.00	\$2,381.00	
Grand Total	\$29,180.00	\$26,799.00	\$2,381.00	

● **PROJECT DESCRIPTION - Vehicle Preventive Maintenance**

This agreement provides funding for preventive maintenance on vehicles used to provide public transportation. Proper maintenance will ensure fleet is kept in good condition and that required safety standards are met. Vehicle condition should be maintained at least to manufacturer's recommendations.

Preventive maintenance includes the following: oil changes; tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies and labor. This category of project also may provide funds for one pre-planned major component replacement or rehabilitation per vehicle (such as engine or transmission rebuild or replacement) prior to the component's failure.

Maintenance reimbursed in this Agreement is for only those vehicles providing public transportation services, meaning providing rides to the general public or special populations such as seniors and individuals with disabilities. This Agreement does not allow maintenance for staff vehicles, vehicles used for business of the agency, or maintenance vehicles.

Recipient will request reimbursement for covered expenses as prescribed by State. Supporting documents must be provided which detail the total expenses for allowable maintenance activities, including both Agreement-funded and match-funded portions. Recipient may list costs on Capital Expense Invoice Attachment, or provide vendor invoices. Signature of Recipient's authorized representative is required before any disbursements will be made. Electronic signatures will be accepted. In-kind match is allowed for vehicle, shelter, or equipment maintenance labor if the cost is properly documented and the activity is not used as match for any other agreement or contract.

ESTIMATED PROJECT EXPENSE AND MATCH

Project Estimated Cost:

- Vehicle Preventive Maintenance \$29,180

- Match Amount \$2,381

TOTAL Project less Match Amount \$26,799

SOURCE(S) OF MATCHING SHARE

Local partners, county funds

Revised Exhibit B

Financial Information

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	Federal Catalog 20.513 (5310)	Total Federal Funding \$20,799.00
State Program ORS 391.800 through ORS 390.830 and OAR Chapter 732, Divisions 5, 10, and 30	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$6,000.00

Administered By Public Transit Division 555 13th St. NE Salem, OR 97301-4179
--

March 13, 2014

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Amendment # 7 to 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. Amendment # 7 increases the contract value by \$1,544,564 for a revised value of \$19,828,242.64.
Funding Source	Oregon Health Authority – No County General Funds are involved.
Safety Impact	None
Duration	Effective upon signature and terminates June 30, 2015
Previous Board Action	The 2013-2015 agreement was approved by the Board of County Commissioners on June 2, 2013 agenda item 060213-A7
Contact Person	Jill Archer, Director – Behavioral Health Division – (503)742-5336
Contract No.	6247

BACKGROUND:

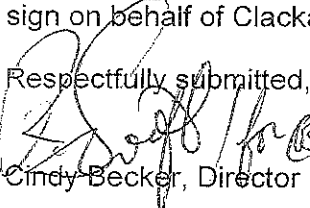
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department requests the approval of Amendment #7 to the Intergovernmental agreement with the State of Oregon that deems the Board of County Commissioners as the Local Mental Health Authority for Clackamas County operating a Community Mental Health Program funded by this agreement. Through this agreement the BHD provides local administration, addictions and mental health services to Clackamas County residents.

Amendment # 7 adds \$1,544,564 of new investment funds. The State issued request for proposals (RFPs) for funding in a variety of areas in mental health and addictions services. BHD responded to the RFPs and was awarded funding for expansion of crisis services, jail diversion programming, promotion and prevention activities and an early intervention program for young adults with psychotic disorders. Due to timelines established by the state legislature, the funds for these new programs will be distributed as lump sum payments for 90% of the funding for the remainder of the biennium.

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

RECOMMENDATION:

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

Respectfully submitted,

 Cindy Becker, Director



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

**SEVENTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES AGREEMENT #141403**

This Seventh Amendment to Oregon Health Authority 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services dated as of July 1, 2013(as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County ("County").

RECITALS

WHEREAS, OHA and County wish to: modify the OWITS Financial Assistance Award set for in Exhibit D-2, modify the Exhibit for MHS 37-Flexible Funding, and update section 16., "Purchase and Disposition of Equipment" of Exhibit F, "General Terms and Conditions".

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the OWITS Financial Assistance are hereby amended as described in Exhibit 1 attached hereto and incorporated herein by this reference. Exhibit 1 must be read in conjunction with the portion of Exhibit D-2 of the Agreement that describes the effect of an amendment of the financial and service information.
2. Exhibit MHS 37-Flexible Funding, is hereby amended to read in its entirety as set forth in Exhibit 2 attached hereto and incorporated herein by this reference.

3. Exhibit F, "General Terms and Conditions", is hereby amended to read in its entirety as set forth in Exhibit 3 attached hereto and incorporated herein by this reference.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit G of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. This Amendment may be executed in any number of 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 Amendment so executed shall constitute an original.

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

Clackamas County

By:

Authorized Signature	Title	Date
----------------------	-------	------

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature	Title	Date
----------------------	-------	------

**Exhibit 1 to the 7th Amendment to
Oregon Health Authority
2013-2015 Intergovernmental Agreement for the
Financing of Community Addictions and Mental Health Services Agreement #141403**

Amendment Reason: The funds subject to this amendment are a result of Package 810 of the Legislative Fiscal Office Analyst Adjustment – Invest in Capacity in Community Mental Health.

**Exhibit 2 to the 7th Amendment to
Oregon Health Authority
2013-2015 Intergovernmental Agreement for the
Financing of Community Addictions and Mental Health Services Agreement #141403**

Exhibit MHS 37 - Flexible Funding
MHS Special Projects

1. Service Description

Promotion, prevention, early identification and intervention of conditions that lead to mental health, substance use and addiction disorders represent the array of interventions supported by Flexible Funding. This focus will lead to improved outcomes and enhanced healthcare experiences for individuals as well as reduce overall expenditures.

County will have the flexibility to allocate the funds to meet community needs and statutory requirements.

Based upon the source of the funds shown in OWITS, County shall prioritize persons to be served as outlined in ORS 430.644, federal Mental Health and Substance Abuse Prevention and Treatment block grants, and OAR 309-032-1525.

County is responsible to establish and maintain a structure for meaningful system design and oversight that includes involvement by individuals and families across all ages that have or are receiving substance abuse or mental health services.

System design and oversight structure must include:

- a. Planning
- b. Implementation
- c. Monitoring
- d. Evaluation of services and supports
- e. Involvement in activities that focus on:
 - (1) Resource allocation
 - (2) Outcomes
 - (3) Quality improvement
 - (4) Advisory councils

2. Performance Requirements

County shall provide the following Services, subject to availability of funding. Services may be reduced commensurate with reductions in funding by OHA:

- a. Behavioral Health Promotion and Prevention.
 - (1) Behavioral Health Promotion and Prevention is distinct from treatment.
 - (2) Behavioral Health Promotion and Prevention is focused on changing common influences on the development of individuals across their lifespan, reducing risk factors and increasing protective factors.

- (3) Behavioral Health Promotion and Prevention is designed to target universal, selected and indicated populations based on risk.
- (4) Behavioral Health Promotion and Prevention must incorporate the Strategic Planning Framework (SPF). The SPF provides an effective, comprehensive prevention process and a common set of goals to be adopted and integrated at all levels. This process is built upon state and local data assessment, building capacity, development of a comprehensive strategic plan, implementation of evidence-based strategies, and evaluation of work.
- (5) The SPF takes a public health approach to prevent community problems. The focus is on change for entire populations, collections of individuals who have one or more personal or environmental characteristics in common. Population-based public health considers an entire range of factors that determine health.
- (6) The SPF strives to infuse data in decisions made across all steps. Deliberate processes to collect, analyze, interpret and apply lessons from data will drive state prevention efforts.

b. Outreach (Case Finding), Early Identification and Screening, Assessment and Diagnosis.

- (1) Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate services.
- (2) Early Identification and Screening: Conduct periodic and systematic methods that identify individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the Biennial Implementation Plan (BIP), or Regional Health Improvement Plan (RHIP) as applicable, pursuant to Exhibit C;
- (3) Assessment and Diagnosis: Perform multidimensional biopsychosocial assessment as appropriate based on OAR 309-032-1525 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions.
 - (a) Use the following standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture and language.
 - i. American Society of Addiction Medicine (ASAM) for individuals receiving alcohol and drug services
 - ii. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services and intensive community services. "Intensive community services" are defined as assertive

community treatment, intensive case management and supported/supportive housing.

iii. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument (ECSII) for children receiving services with an Intensive Community-Based Treatment and Support Services or Intensive Treatment Services as described in OAR 309-032-1540 (5 and 6).

(b) Identify individuals who need intensive care coordination.

c. Initiation and Engagement.

Promote initiation and engagement of individuals receiving services and supports which may include but are not limited to:

- (1) Brief motivational counseling;
- (2) Supportive services to facilitate participation in ongoing treatment; and
- (3) Withdrawal management for Substance Use and Addiction Disorders, supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal, following assessment.

d. Therapeutic Interventions.

- (1) General Community Based Services which may include:
 - (a) Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the individual;
 - (b) General outpatient services;
 - (c) Medication Management for:
 - i. Mental Health disorders
 - ii. Substance Use disorders
 - (A) Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to services for individuals using medications to treat and manage addictions.
 - (B) Pharmacotherapy, if prescribed, should be provided in addition to and directly linked with psychosocial treatment and support.
 - (d) Detoxification for alcohol and drug dependent individuals under OAR 415-012-0000 through 415-012-0090 and 415-050-0000

through 415-050-0095 and the equivalent type of service for pathological gamblers. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process.

- (e) Meaningful individual and family involvement; and
 - (f) Services provided by peers. The County is encouraged to make available services and supports delivered by peers. If the County lacks these services and supports, the County is encouraged to develop a plan to expand the array of services and supports provided by peers in a manner that is consistent with their Biennial Implementation Plan (BIP), or Regional Health Improvement Plan (RHIP) as applicable, and in consultation with AMH.
- (2) Provide Crisis Services including but not limited to 24 hours a day, seven days a week screening to determine the need for immediate services for any individual requesting assistance or for whom assistance is requested.
- (3) Mobile crisis services 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:
- (a) Mental health crisis assessment
 - (b) Brief crisis intervention
 - (c) Assistance with placement in crisis respite or residential services
 - (d) Initiation of civil commitment process if applicable,
 - (e) Assistance with hospital placement, and
 - (f) Connecting individual with ongoing services and supports.
- (4) Provide Pre-Commitment Services:
- (a) Pre-commitment investigation
 - (b) Treatment planning and referral
 - (c) Adherence to the individual's rights through all legal proceedings.
- (5) Provide Acute Care Services in accordance with ORS 430.630 and ORS 426.241. Except as provided by ORS 426.241(1), which states that "[t]he county is responsible for the cost when state funds available therefore are exhausted," County need only provide services up to the funding amount outlined in the document found at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>
Acute Care Services shall be provided to:

- (a) An individual in need of emergency hold services under ORS 426.232 and ORS 426.233.
- (b) An individual committed to Oregon Health Authority under ORS 426.130.
- (c) An individual voluntarily seeking crisis services provided that service capacity is available and the individual satisfies one or more of the following criteria:
 - i. The individual is at high risk for an emergency hold or civil commitment without voluntary inpatient psychiatric services; or
 - ii. The individual has a history of psychiatric hospitalization and is beginning to decompensate and for whom a short period of inpatient psychiatric treatment may provide stabilization; or
 - iii. The individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.
- (6) Provide monitoring and supervision services, described below, to all individuals under the Jurisdiction of the Psychiatric Security Review Board (PSRB) or the Juvenile Psychiatric Security Review Board (JPSRB) that have been referred to County:
 - (a) Assessment and evaluation for the Court and the PSRB or JPSRB of an individual for Conditional Release from a state hospital or facility designated by OHA or placement on a waiting list for conditional release from a state hospital or facility designated by OHA to determine if the individual can be treated in the community; this includes identification of the specific requirements for the community placement of an individual.
 - (b) Supervision and Urinalysis Drug Screen consistent with the Conditional Release Order.
 - (c) Coordination with a state hospital or facility designated by OHA on transition activities related to conditional release of an individual.
 - (d) Administrative activities related to the supervision services described above, including but not limited to:
 - i. Modification of Conditional Release Orders.
 - ii. Revocations of conditional release.
 - iii. Admission or re-admission to a state hospital.

- iv. Respond to Law Enforcement Data System (LEDS) notifications as a result of contact by the individual with law enforcement agencies.

- (7) Provide alcohol and drug treatment services in accordance with ORS 813.270. County shall be responsible for meeting service targets communicated by the Oregon Health Authority and are subject to regular review and reconciliation.

Treatment program and Driving under the Influence of Intoxicants (DUII) information program services shall be provided to:

- (a) Individuals who enter diversion agreements under ORS 813.200 and who are found to be indigent.
- (b) Individuals required to comply with the obligations imposed under ORS 813.020 or ORS 471.432 and who are found to be indigent.

OHA may redistribute the funding allocations quarterly, based on utilization data.

- (8) Provide Secured Transport.
- (9) Provide Supported Employment (SE) services in a manner that is consistent with fidelity standards established in OAR 309-016-0825 through 309-016-0855 and consistent with their BIP, or RHIP as applicable. If County lacks qualified Providers to deliver SE services and supports, County shall implement a plan, in consultation with AMH, to develop a qualified Provider network to access SE.
- (10) Assertive Community Treatment (ACT) and Early Assessment and Support Alliance (EASA). When providing these services, the County shall provide ACT and EASA services in a manner that is consistent with fidelity standards established by AMH and which incorporate the following:
 - (a) Assess individuals to determine whether ACT and EASA services and supports are appropriate.
 - (b) Provide those services with the individual's engagement and choice.
 - (c) EASA services are to be provided to young adults aged 14 to 24 who:
 - i. Have an IQ of 70 or above,
 - ii. Have not received treatment for a psychotic illness prior to the last 12 months, and

- iii. Have psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.
 - (d) EASA services shall also include
 - i. Rapid access to psychiatric and counseling services
 - ii. Education about causes, treatment and management of psychosis
 - iii. Coaching on rights regarding access to employment, school, housing and additional resources
 - iv. Family psycho-education and support groups
 - v. Support for vocational education and independent living goals
 - vi. Access to local teams including psychiatrists, social workers, psychologists and occupational therapists
 - (e) The assessment and ACT or EASA services and supports must be provided by Providers that meet fidelity standards found at <http://www.oregon.gov/OHA/amh/Pages/reporting-regs.aspx>.
 - (f) If the County lacks qualified Providers to deliver ACT or EASA services and supports, the County is encouraged to develop a plan to develop qualified Provider network or to access ACT or EASA for individuals in a manner that is consistent with their BIP, or RHIP as applicable, and in consultation with AMH.
- (11) Provide pre-booking and post-booking jail diversion services that increase interaction with justice-involved people with Serious and Persistent Mental Illness (SPMI) that result in the reduction or avoidance of jail time through the availability of alternative community based services, programs, or treatment approaches.
- (a) Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers.
 - (b) Create opportunities for individuals to access housing in addition to vocational and educational services.
 - (c) Provide support services to prevent or curtail relapses and other crises.
 - (d) Assist people to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations.
 - (e) Promote peer support and the social inclusion of individuals with or in recovery from mental and substance use disorders in the community.

e. Continuity of Care and Recovery Management.

(1) Continuity of Care

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

(2) Recovery Management

- (a) Continuous case management.
- (b) Monitoring of conditions and ongoing recovery and stabilization.
- (c) Individual and family engagement.
- (d) Transition planning that addresses the individual's needs and goals.

3. Special Reporting Requirements

a. Biennial Implementation Plan (BIP) as identified in ORS 430.630 (9) (c) except for Central Oregon counties subject to the Regional Health Improvement Plan (RHIP) as identified in Senate Bill 204 (2011), Section 16. The components of the RHIP are identified in OAR 309-014-0320.

- (1) Components of the BIP or RHIP can be found at <http://www.oregon.gov/OHA/amh/Pages/reporting-regs.aspx>
- (2) Submit BIP, or RHIP as applicable, in compliance with AMH BIP Policy and Procedures as specified in OHA's BIP Guidelines located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>. For counties subject to the RHIP, submit RHIP in compliance with OAR 309-014-0340.
 - (a) 2015-2017 BIP or RHIP due to OHA no later than March 1, 2015. County must participate in the collaboration process for revisions that result in an approved BIP or RHIP.

b. Supported Employment Services

- (1) County shall submit a written quarterly summary report, on delivery of Supported Employment services funded in whole or in part with funds provided under this Special Project, to OHA no later than the 15th of October, January, April, and July during the period for which funds are awarded for Supported Employment under this Agreement.
- (2) Reports must be prepared using forms and procedures prescribed by OHA.

c. EASA:

- (1) Counties providing EASA services directly to clients will submit data as specified to the EASA Center for Excellence.
- (2) For Counties in the implementation phase, a report will be developed to describe progress made in implementing the described plan within the EASA solicitation to include staff hired, trained, community outreach efforts and expected start date of service provision.
- (3) Quarterly and year-to-date budget expenditures.
- (4) Providers must prepare and submit a written annual summary of project accomplishments and challenges and a narrative interpretation of project data on outcomes, including fidelity review outcomes. Reports must be prepared using forms and procedures prescribed by OHA, and sent to:

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

d. PSRB/JPSRB Supervision Services

- (1) County must submit a copy of the Conditional Release Order to AMH for all individuals conditionally released into the community each month no later than 15 calendar days following the month the conditional release occurred.
- (2) PSRB/JPSRB monthly progress report: County must submit a copy of each individual's monthly progress report to the PSRB/JPSRB directly, with a copy to OHA no later than 15 calendar days following the month supervision services were delivered.

e. Jail Diversion

- (1) For Services fully or partially funded with this financial assistance:

- (a) Report the total number of people that received services designated as pre-booking or post-booking diversion. Break out the following information:
 - i. Report the number of people that received services designated as pre-booking diversion.
 - ii. Report the number of people that were arrested that received services designated as post-booking diversion.
 - (b) Report the number of incidences where charges were dismissed or dropped as a result of jail diversion services.
 - (c) Report the number of people that were diverted from the Oregon State Hospital for 161.370 aid & assist services.
 - (d) Report the charges for which people were arrested that received jail diversion services.
 - (e) Provide a description of jail diversion services that people received in the current reporting period.
 - (f) Provide a detailed description of any jail diversion service created prior to the current reporting period.
 - (g) Provide information regarding any activities related to jail diversion that involve law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.
- (2) The reporting schedule is as follows:

Data from July 1-December 31, 2013 due February 14, 2014

Data from January 1-June 30, 2014 due August 15, 2014

Data from July 1-December 31, 2014 due February 14, 2015

Data from January 1-June 30, 2015 due August 15, 2015

- (3) Data will be submitted on a form provided by AMH.

f. Co-management

County shall facilitate transition of individuals at a state hospital campus within 30 calendar days following the Ready To Transition (RTT) date as determined by the Oregon State Hospital (OSH).

OHA may reduce the monthly allocation, associated with this Special Project, when the County is identified by OHA as the County of Responsibility of a patient at a state hospital campus and the patient exceeds the RTT date by more

than 30 days. The reduction of the monthly allocation will be based on the following table:

Days Beyond RTT	Percentage of State Hospital Cost of Care
0 – 30	0%
31 – 60	25%
61 – 90	50%
91 – 120	75%
121 and over	100%

The percentage of the cost of care will be reduced by an additional 50% if the County's patient Average Daily Population (ADP) or identified OHA approved multi-county region's ADP is at or below the ADP Targets established by OHA as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>

State hospital cost of care will be identified in the current Institutional Cost of Care Rates Report published by the Oregon State Hospital Financial Services Division at <http://www.oregon.gov/OHA/amh/osh/cost-of-care.shtml>

An appeal of the reduction in funds related to co-management may be sent in writing to OHA when the procedural problems not related to the County's actions interfered with the County's ability to facilitate transition from the state hospital. All appeals must be submitted in writing.

Submit appeal as indicated at <http://www.oregon.gov/OHA/amh/osh/cost-of-care.shtml>

4. Data Reporting

a. The following reporting is required as applicable:

- (1) All individuals receiving Services with funds provided under this Special Project must be enrolled and that client's record maintained in either:
 - (a) the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at:
<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>; or
 - (b) the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS manual located at:
<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

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

(2) If the Services are provided in a designated psychiatric acute care setting, the Services must be reported in Oregon Patient and Resident Care System (OP/RCS) by the hospital providing the service, as specified in the OP/RCS Manual located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

(3) Submission of applicable substance abuse prevention data via the Minimum Data Set for Prevention (MDS). All substance abuse prevention services delivered by County or its Providers must be entered into MDS on a quarterly basis. The MDS system can be found on the internet at: <https://mds.hr.state.or.us>

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) Submission of applicable gambling services data as defined in the Gambling Process Management System (GPMS) Manual located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

(5) County must participate in User Acceptance Testing and implementation activities for a new reporting system as designated by OHA. Once Testing has been completed, County must ensure data is submitted for all individuals receiving services with funds provided under this Special Project by way of one of the following options:

(a) comply with data submission using the Oregon Web Infrastructure for Treatment Services (OWITS) system as specified in the OHA OWITS Memorandum of Understanding located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>, or

(b) comply with the data submission specifications for submitting data using File Transfer from an existing Electronic Health Record (other than OWITS) as specified in the AMH File Transfer Specifications located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>, or

(c) comply with data submission specifications by entering data in the Minimum Data Entry (MDE) application as specified in the AMH MDE user manual located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

(6) Submission of reports for child and adolescent mental health services provided with funds under this Special Project as applicable:

(a) comply with Level of Service Intensity Determination Data located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>, or

- (b) comply with Integrated Service Array (ISA) Progress Review Report located at:
<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

b. The reporting schedule is as follows:

- (1) Claims paid data from July 1-December 31, 2013 due February 14, 2014
- (2) Claims paid data from January 1-June 30, 2014 due August 15, 2014
- (3) Claims paid data from July 1-December 31, 2014 due February 14, 2015
- (4) Claims paid data from January 1-June 30, 2015 due August 15, 2015

5. Financial Reporting

a. County shall submit all Financial Reports as indicated at

<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>

b. County shall submit a narrative that addresses the following:

- (1) Utilization of existing services and programs;
- (2) Innovative strategies, programs or services which have been implemented;
- (3) Strategies, programs or services that are being planned;
- (4) Barriers experienced when planning, implementing or providing services or programs; and
- (5) Analyzing the service data they have reported.

c. The reporting schedule is as follows:

- (1) Data from July 1-December 31, 2013 due February 14, 2014
- (2) Data from January 1-June 30, 2014 due August 15, 2014
- (3) Data from July 1-December 31, 2014 due February 14, 2015
- (4) Data from January 1-June 30, 2015 due August 15, 2015

6. Financial Assistance Calculation, Disbursement & Reconciliation Procedures

a. Calculation of Financial Assistance.

OHA will provide financial assistance identified in Exhibit D-2, "OWITS Financial Assistance Award", from funds identified on that line in an amount equal to the amount set forth in that line of the OWITS Financial Assistance Award, subject to the following:

Total OHA financial assistance for this Special Project under a particular line of Exhibit D-2, "OWITS Financial Assistance Award", shall not exceed the total funds awarded for this Special Project as specified on that line.

b. Disbursement of Financial Assistance.

OHA will disburse the funds awarded for this Special Project on a particular line of Exhibit D-2, "OWITS Financial Assistance Award", to County in substantially equal monthly allotments during the period specified in the OWITS Financial Assistance Award, subject to the following:

- (1) Upon amendment to the OWITS Financial Assistance Award, OHA shall adjust monthly allotments to reflect changes in the funds awarded for this Special Project on that line of the OWITS Financial Assistance Award.

c. Calculation of Incentive Payment:

OHA will provide incentive payments (as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>) identified in Exhibit D-2, "OWITS Financial Assistance Award", with a special condition attached.

d. Disbursement of Incentive Payment:

OHA will disburse the funds awarded for this Special Project incentive payment on a particular line of Exhibit D-2, "OWITS Financial Assistance Award", to County in a one-time payment during the period specified in the OWITS Financial Assistance Award.

e. Agreement Reconciliation:

Agreement Reconciliation will be used to:

- (1) Verify services were provided to priority populations and County complied with specific funding stream requirements, using data properly reported as required in this Special Project.
- (2) Verify County service delivery is consistent with the OHA approved BIP or RHIP as identified in Exhibit C.

**Exhibit 3 to the 7th Amendment to
Oregon Health Authority
2013-2015 Intergovernmental Agreement for the
Financing of Community Addictions and Mental Health Services Agreement #141403**

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

EXHIBIT F

GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

- a. **Disbursement Generally.** Subject to the conditions precedent set forth below, OHA shall disburse the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth below and, as applicable, in the Service Descriptions and the Financial Assistance Award. Disbursement procedures may vary by Service.
- (1) **Disbursement of Financial Assistance Awarded for Services in Financial Assistance Award.** As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.
- (2) **Disbursements Remain Subject to Recovery.** All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Section 1.c.(1), as an Underexpenditure, Overexpenditure or Misexpenditure.
- b. **Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1) No County default as described in Section 6 of Exhibit G has occurred.
- (2) County's representations and warranties set forth in Section 4 of Exhibit G are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- c. **Recovery of Financial Assistance.**
- (1) **Notice of Underexpenditure, Overexpenditure or Misexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Section 1.c.(2) below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Section 1.c.(3) below.

(2) Recovery of Underexpenditure or Overexpenditure.

- (a) County's Response.** County shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If County fails to respond within that 90 day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.
- (b) Appeals Process.** If County notifies OHA that it wishes to engage in the appeals process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.(c)(2)(c) below. If OHA and County continue to disagree as to whether there has been an Underexpenditure or Overexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration.
- (c) Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to Section 1.c.(2), OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under any other contract or agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure from amounts owed County by OHA as set forth

in this Section, and shall identify the amounts owed by OHA which OHA intends to offset, (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, after providing notice to the County and within the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due to County under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

- (a) County's Response.** From the effective date of the notice of Misexpenditure, County shall have the lesser of (1) 60 calendar days, or (2) if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the federal government, to either:
- i. Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA; or
 - ii. Notify OHA that County wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to Section 1.c.(3)(c). below; or
 - iii. Notify OHA that it wishes to engage in the applicable appeal process set forth in Section 1.c.(3)(b). below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in Section 1.c.(3)(b). below.

- (b) Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:

i. **Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 21(b) or (c) of Exhibit A, County and OHA shall engage in the process described in this Section to resolve a dispute regarding the noticed Misexpenditure. First, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to the OHA County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(c) below. If OHA and County continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration.

ii. **Appeal from Federal-Identified Misexpenditure.**

A. If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Section 21(a) of Exhibit A and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then County may, prior to 30 days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of

disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the federal agency. If County so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. County and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either County, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(c) below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall pay to OHA the interest, if any, charged by the federal government on such amount.

- B. If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or County does not request that OHA pursue an appeal 30 days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 days of the

date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final County shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(c) below.

C. If County does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, prior to 30 days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal), within 90 days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(c) below.

D. Notwithstanding Section 1.c.(3)(a)(i) through iii., if the Misexpenditure was expressly authorized by a OHA rule or an OHA writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, County will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:

- (i) Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
- (ii) For purposes of this Section, an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of OHA or by the Assistant Director of Addictions and Mental Health Services Division.

OHA shall designate an alternate officer in the event the Addictions and Mental Health Services Division is abolished. Upon County request, OHA shall notify County of

the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.

- (iii) The writing must be in response to a request from County for expenditure authorization, or a statement intended to provide official guidance to County or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
 - (iv) If OHA writing is in response to a request from County for expenditure authorization, the request must be in writing and signed by the director of a County department with authority to make such a request or by the County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
 - (v) An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.
 - (vi) OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.
 - (vii) OHA rule does not authorize an expenditure that this Agreement prohibits.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to Section 1.c.(3)(b)(i) and (ii), OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under this Agreement or any amount owed to

County by OHA under any other contract or agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Misexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Misexpenditure, then the OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and within the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due County under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

(4) Additional Provisions related to parties rights/obligations with respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (a) County shall cooperate with OHA in the Agreement Settlement process.
- (b) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.
- (c) If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (d) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.

(e) Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. **Use of Financial Assistance.** County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.

3. **Award Adjustments**

a. Except for MHS 37-Flexible Funding pursuant to Exhibit D-2, County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the effective date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Section 3 and other than from Federal Funds) County may use funds for other Services in that Program Area (other than financial assistance provided to County for MHS 26, MHS 27, MHS 37-Start-Up, A&D 61, A&D 60-Start-Up, and A&D 82 which is not subject to this 10 percent use adjustment). If County uses financial assistance described in the Financial Assistance Award in reliance on this Section 3.a, County shall promptly notify in writing of such use.

b. Financial Assistance disbursed to County under this Agreement that County would be entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the financial assistance to be used by County prior to termination or expiration of this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.

4. **Amendments Proposed by OHA.**

a. **Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section promptly after County's receipt thereof. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the

parties and the Financial Assistance Award as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.

- b. **Other Amendments.** County shall review all proposed amendments to this Agreement prepared and presented to County by OHA; other than those described in Section 4.a. of this Exhibit, promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each 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 F, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a "Provider") through a contract (a "Provider Contract"). Subject to Section 6 of this Exhibit F, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. Except for MHS 20 emergency services, if County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing and contain each of the provisions set forth on Exhibit I, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions,

Specialized Service Requirements and special conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request. County may purchase MHS 20 emergency services according to County's policies and pay for these services upon receipt of an itemized invoice, purchase order, or other proper billing instrument evidencing the services rendered, or by a Provider Contract containing the provisions set forth in Exhibit I, if required by County policy.

6. **Provider Monitoring.** County shall monitor each Provider's delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
7. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Services, County shall:
 - a. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to County.
 - b. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, any and all written materials in the prevalent non-English languages in the area served by County's CMHP.
 - c. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, oral interpretation services in all non-English languages in the area served by County's CMHP.
 - d. Make available to Clients with hearing impairment, without charge to the Client, upon the Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the Services and all Provider Contracts related to this Agreement.

8. **Reporting Requirements.** If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:
 - a. Client, Service and financial information as specified in the Service Description.
 - b. All additional information and reports that OHA reasonably requests.
9. **Operation of CMHP.** County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it

begins using the funds for that Service until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Service in accordance with Section 8 of Exhibit G or (c) termination by the County, in accordance with Section 8 of Exhibit G, of County's obligation to include in its CMHP a Program Area that includes that Service.

10. OHA Reports.

- a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:
 - (1) Summary reports to County and County's Providers from the CPMS, AMH Measures and Outcomes Tracking System (MOTS) data and other Client data reported to OHA under this Agreement; and
 - (2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit D-1 and D-2 for the delivery of Services.
- b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.

✓ **11. Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.

12. Payment of Certain Expenses. If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (www.oregon.gov/DAS/SCD/SARS/policies/oam/10.35.00.PR.pdf?ga=t) as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

13. Effect of Amendments Reducing Financial Assistance. If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to financial assistance

actually disbursed by OHA under this Agreement or with respect to Services actually delivered.

14. Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration. If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Deputy Director for Addictions and Mental Health Services Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Section 15 below.

15. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

16. Purchase and Disposition of Equipment.

a. For purposes of this section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (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 to the Contract Administrator annually by June 30th of each year. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any subcontractors. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.

c. Upon termination of this 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 92.32, which, generally, describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

17. Nothing in this Agreement shall cause or require County or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit F.

March 13, 2014

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Services Contract with Health Share of Oregon, to expand the Healthy Homes Intervention Home Visit Program.

Purpose/Outcomes	Expand the Healthy Homes Intervention Home Visit Program to reduce emergency department use and hospitalization of asthmatic children.
Dollar Amount and Fiscal Impact	This is a revenue agreement. The contract value is \$191,678.50
Funding Source	Pass through funds from Health Share of Oregon. Health Share of Oregon has received funding from the Oregon Health Authority (OHA) from the project "Transformation Fund Grant Agreement" Number 144324. No County General Funds are involved.
Safety Impact	None
Duration	Effective upon signature and terminates June 30, 2015
Previous Board Action	No Previous Board Action
Contact Person	Dana Lord, Director – Public Health Division – (503)655-8405
Contract No.	6578

BACKGROUND:

The Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of a Contract with Health Share of Oregon who has received funding from the Oregon Health Authority (OHA) from the project entitled "Transformation Fund Grant Agreement" Number 144324. This contract proposes Health Share of Oregon collaborate with CCPHD to expand the Healthy Homes Intervention Home Visit Program.

This revenue contract has a maximum of \$191,678.50. CCPHD will work with Health Share of Oregon to expand the Intervention Home Visit Program to 50 enrolled families. Each family will receive 6 home visits to teach best practice cleaning methods, supplies, and home repairs. The improved home environment should provide better quality of life and reduce the need for emergency department use and hospitalization. The target population shall be children up to 18 years old with asthma or persistent wheezing.

This contract is effective upon signature and continues through June 30, 2015. This contract was reviewed by County Counsel February 28, 2014.

RECOMMENDATION:

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

Respectfully submitted,


 Cindy Becker, Director

HEALTH SHARE OF OREGON SERVICES CONTRACT

Contract #6578

This contract ("Contract") is between HEALTH SHARE OF OREGON (HEALTH SHARE) and CLACKAMAS COUNTY ACTING BY AND THROUGH ITS HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT, PUBLIC HEALTH DIVISION (CONTRACTOR).

Recitals:

- A. Whereas, HEALTH SHARE has received funding from the Oregon Health Authority (OHA) for the project entitled "Transformation Fund Grant Agreement" Number 144324.
- B. Whereas, HEALTH SHARE has proposed to collaborate with CONTRACTOR to complete a portion of the scope of work under the Transformation Fund Grant Agreement.
- C. Whereas, CONTRACTOR wishes to enter into this contract with HEALTH SHARE and plans to perform work subsequently described in Exhibit 1.

In consideration of the mutual benefits provided under the Contract, and the terms and conditions described herein, the parties agree as follows:

- 1. **Services.** CONTRACTOR shall perform the work described in Exhibit 1 ("Services").
- 2. **Compensation.** As consideration for the Services to be furnished by CONTRACTOR, HEALTH SHARE shall pay CONTRACTOR as described in Exhibit 1 ("Compensation").
- 3. **Term.** The effective date of this contract shall be February 1, 2014 or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be June 30, 2015 ("Term").
- 4. **Contract Documents.** This Contract includes the Standard Terms and Conditions, Exhibit 1 and Exhibit 2.

[signatures on the following page]

Signatures:

CONTRACTOR:

Signature: _____

Title: _____

Name (print): _____

Date: _____

HEALTH SHARE:

Signature: _____

Title: _____

Name (print): _____

Date: _____

STANDARD TERMS AND CONDITIONS

1. **Early Termination.** This Contract may be terminated as follows:
 - a. HEALTH SHARE and CONTRACTOR, by mutual written agreement, may terminate this Contract at any time.
 - b. Either HEALTH SHARE or CONTRACTOR may terminate this Contract for any reason on 30 days written notice to the other.
 - c. Either HEALTH SHARE or CONTRACTOR may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by **giving a written notice of termination.**
 - d. Notwithstanding paragraph 4(c), HEALTH SHARE may terminate this Contract immediately by written notice to CONTRACTOR upon denial, suspension, revocation or non-renewal of any license, permit or certificate that CONTRACTOR must hold to provide services under this Contract.
2. **Payment on Early Termination.** Upon termination pursuant to paragraph 4, payment shall be made as follows:
 - a. If terminated under 4(a) or 4(b), HEALTH SHARE shall pay CONTRACTOR for work performed prior to the termination date if such work was performed in accordance with the Contract.
 - b. If terminated under 4(c) by the CONTRACTOR due to a breach by HEALTH SHARE, then HEALTH SHARE shall pay the CONTRACTOR for work performed prior to the termination date if such work was performed in accordance with the Contract.
 - c. If terminated under 4(c) or 4(d) by HEALTH SHARE due to a breach by the CONTRACTOR, then HEALTH SHARE shall pay the CONTRACTOR for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which HEALTH SHARE is entitled.
3. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
 - a. If terminated under 4(c) by HEALTH SHARE due to a breach by the CONTRACTOR, HEALTH SHARE may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then HEALTH SHARE may require CONTRACTOR to pay to HEALTH SHARE the amount reasonably incurred by HEALTH SHARE to complete the work, less the remaining unpaid balance of compensation under the Contract.
 - b. In addition to the remedies in paragraphs 4 and 6 for a breach by the CONTRACTOR, HEALTH SHARE also shall be entitled to any other equitable and legal remedies that are available.
 - c. If HEALTH SHARE breaches this Contract, CONTRACTOR's remedy shall be limited to termination of the Contract and receipt of Contract payments to which CONTRACTOR is entitled.
 - d. HEALTH SHARE shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim HEALTH SHARE may have against CONTRACTOR.
4. **No Third Party Beneficiaries.** HEALTH SHARE and CONTRACTOR are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Access to Records and Facilities.** CONTRACTOR shall maintain all financial records related to this Contract in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, CONTRACTOR shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of CONTRACTOR, whether in paper, electronic or other form, that are pertinent to this Contract in such a manner to clearly document CONTRACTOR's performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of CONTRACTOR whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "Records." CONTRACTOR acknowledges and agrees that OHA, the Oregon

Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of services. CONTRACTOR shall retain and keep accessible all Records for the longer of:

- a. For non-clinical records, six years following final payment and termination of this Contract, whichever is later;
- b. For clinical records, seven years following the date of service;
- c. The retention period specified in this Contract for certain kinds of records;
- d. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; or
- e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Contract.

CONTRACTOR shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. The rights of access in this subsection are not limited to the required retention period, but shall last as long as the records are retained.

7. **Information Privacy/Security/Access.** If the Services performed under this Contract requires CONTRACTOR to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants CONTRACTOR access to such OHA Information Assets or Network and Information Systems, CONTRACTOR shall comply with OAR 943-014-0300 through 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.
8. **Compliance with Applicable Law.** CONTRACTOR shall comply with all State and local laws, regulations, executive orders and ordinances applicable to this Contract or to the performance of Services as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. HEALTH SHARE's performance under this Contract is conditioned upon CONTRACTOR's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. CONTRACTOR shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
9. **Indemnity.** CONTRACTOR shall defend, save, hold harmless, and indemnify HEALTH SHARE and its employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of CONTRACTOR or its officers, employees, subcontractors or agents under this Contract. CONTRACTOR shall have control of the defense and settlement of any claim that is subject to this paragraph. However, neither CONTRACTOR nor any attorney engaged by CONTRACTOR shall defend the claim in the name of HEALTH SHARE, nor purport to act as legal representative of HEALTH SHARE, without first receiving from HEALTH SHARE, authority to act as legal counsel for HEALTH SHARE, nor shall CONTRACTOR settle any claim on behalf of HEALTH SHARE without the approval of HEALTH SHARE. HEALTH SHARE may, at its election and expense, assume its own defense and settlement.
10. **Insurance.** CONTRACTOR shall ensure they have necessary insurance for services provided pursuant to this agreement.
11. **Waiver.** The failure of HEALTH SHARE to enforce any provision of this Contract shall not constitute a waiver by HEALTH SHARE of that or any other provision. Waiver of any default under this Contract by

HEALTH SHARE shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

12. **Governing Law/Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, the "claim") between HEALTH SHARE and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. CONTRACTOR, by execution of this contract, hereby consents to the in personam jurisdiction of said courts.
13. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
14. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
15. **Anti-discrimination Clause.** CONTRACTOR shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. CONTRACTOR shall not discriminate against minority-owned, women-owned or emerging small businesses. CONTRACTOR shall include a provision in each sub-contract requiring subcontractors to comply with the requirements of this clause.
16. **Representations and Warranties.**
 - a. CONTRACTOR's Representations and Warranties. CONTRACTOR represents and warrants to HEALTH SHARE that:
 - i. CONTRACTOR has the power and authority to enter into and perform this Contract,
 - ii. This Contract, when executed and delivered, shall be a valid and binding obligation of CONTRACTOR enforceable in accordance with its terms,
 - iii. CONTRACTOR has the skill and knowledge possessed by well-informed members of its industry, trade or profession and CONTRACTOR 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 CONTRACTOR's industry, trade or profession,
 - iv. CONTRACTOR shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, and
 - v. CONTRACTOR prepared its application related to this Contract, if any, independently from all other applicants, and without collusion, Fraud, or other dishonesty.
 - b. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
17. **Independent CONTRACTOR Status.**
 - a. CONTRACTOR is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
 - b. If CONTRACTOR is currently performing work for the State of Oregon or the federal government, CONTRACTOR by signature to this Contract, represents and warrants that CONTRACTOR's Services to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which CONTRACTOR currently performs work would prohibit CONTRACTOR's Services under this Contract. If compensation under this Contract is to be charged against federal funds, CONTRACTOR certifies that it is not currently employed by the federal government.

- c. CONTRACTOR is responsible for all federal and State taxes applicable to compensation paid to CONTRACTOR under this Contract and HEALTH SHARE will not withhold from such compensation any amounts to cover CONTRACTOR's federal or State tax obligations. CONTRACTOR is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to CONTRACTOR under this Contract, except as a self-employed individual.
 - d. CONTRACTOR shall perform all Services as an independent contractor. HEALTH SHARE reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services, however, HEALTH SHARE may not and will not control the means or manner of CONTRACTOR's performance. CONTRACTOR is responsible for determining the appropriate means and manner of performing the Services.
18. **Record Confidentiality.** CONTRACTOR agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.
19. **Assignment.** Contractor shall not assign or transfer its interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of HEALTH SHARE. Any such assignment or transfer, if approved, is subject to such conditions and provisions as HEALTH SHARE may deem necessary in its sole discretion. No approval by Health Share of any assignment or transfer of interest shall be deemed to create any obligation of HEALTH SHARE in addition to those set forth in this Agreement.
20. **Subcontracts.** CONTRACTOR shall not subcontract any of the work required by this Contract without the prior written consent of HEALTH SHARE.
- a. In the event that HEALTH SHARE consents to CONTRACTOR's subcontract for any of the work prescribed herein to a third party, the following conditions shall apply:
 - i. CONTRACTOR shall remain responsible for all obligations under this Contract.
 - ii. CONTRACTOR shall include all requirements of this Contract in each subcontract, and shall be responsible for the performance of its subcontractors.
 - iii. CONTRACTOR shall supply HEALTH SHARE with a copy of each subcontract upon request.
 - b. HEALTH SHARE by this Contract incurs no liability to third persons for payment of any compensation provided herein to CONTRACTOR.
21. **Informal Dispute Resolution.** The parties shall use the following procedure if CONTRACTOR has complaints or concerns regarding this Contract:
- a. CONTRACTOR may contact HEALTH SHARE to informally discuss CONTRACTOR's complaints or concerns.
 - b. If the matter remains unresolved after the informal discussion, CONTRACTOR may submit a letter or other documentation to:

Christine Bernsten, Transformation Fund Program Manager
208 SW Fifth Avenue, Suite 400
Portland, OR 97204

setting forth CONTRACTOR's complaints or concerns. Within ten (10) business days of receiving CONTRACTOR's letter, HEALTH SHARE shall contact CONTRACTOR and attempt to resolve the matter.
 - c. If the matter remains unresolved CONTRACTOR may submit a letter or other documentation to the CEO setting forth CONTRACTOR's complaints or concerns. The CEO or the CEO's designee shall contact CONTRACTOR promptly and attempt to resolve the matter.
 - d. If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties shall share equal responsibility for cost associated with mediation.
 - e. Nothing in this paragraph shall affect either party's rights or obligations under paragraph 4.
22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

EXHIBIT 1

HEALTH SHARE OF OREGON SERVICES CONTRACT

STATEMENT OF WORK

SERVICES, COMPENSATION, EXPENDITURE OF GRANT FUNDS AND REPORTS

1) **Services.** CONTRACTOR shall perform the following Services:

a) CONTRACTOR shall expand the Healthy Homes Intervention Home Visit Program in Clackamas County. The program shall consist of:

- i) A multidisciplinary team with a nurse case manager;
- ii) Provision of supplies such as vacuum cleaners, green cleaning materials, or mattress covers;
- iii) Collaboration with multiple housing partners who work to facilitate structural repairs or relocation;
- iv) Evaluation that drives quality practice change and defined outcomes.

The target population shall be children up to eighteen years old with asthma or persistent wheezing for a total of 50 enrolled families to receive six home visits and associated interventions designed by the team.

b) CONTRACTOR and HEALTH SHARE mutually agree that CONTRACTOR shall perform Services in support of the objectives and metrics set forth below. CONTRACTOR's failure to meet or exceed the following objectives and metrics shall not be considered a breach of this Contract.

- i) Reduce emergency department utilization and hospitalization of asthmatic children after the first nurse home visit for a period of 12 months.
- ii) Improve the score of the Test for Asthma Control in Kids for children less than five from the first to the final visit.
- iii) Improve the score of the Asthma Control Test for children over the age of five from the first to the final visit.
- iv) Improve the score of the Environmental Assessment for all children from the first visit to the final visit.

c) CONTRACTOR will lay the foundation for a credible and effective Healthy Homes program with the start-up funds from this Grant. Healthy Homes is a Targeted Case Management (TCM) eligible program. The program will be sustained with TCM funding. Findings and program evaluation will be shared with Healthy Columbia Willamette and the Council for Local Health Officials (CLHO).

d) CONTRACTOR shall perform the Services in accordance with the following timeline:

- i) February-March 2014: Recruit staff; Develop referral mechanisms and provider education of the Healthy Homes program; Initiate contracting for supply purchasing; Develop data sharing agreements; Hire and train staff; Nurse Case Managers receive Asthma Educator Certification; Community Health Workers and Environmental Health Specialists participate in Stanford Chronic Disease Case Management Course; Receive referrals; Initiate first home visits.

- ii) April 2014-February 2015: Provide services for 50 families in Clackamas County.
- iii) May 2015: Perform evaluation of families receiving services from March 2014 through February 2015.

2) Compensation. HEALTH SHARE shall pay Compensation to CONTRACTOR in accordance with the following terms.

- a) Subject to the limitations described in this Exhibit, HEALTH SHARE shall reimburse CONTRACTOR on a monthly basis for CONTRACTOR's actual expenses incurred in the performance of Services under this Contract. CONTRACTOR shall not "mark-up" any expenses invoiced to HEALTH SHARE.
- b) For each month during the Term of this Contract, CONTRACTOR shall prepare and send an invoice to HEALTH SHARE that describes the Services rendered by CONTRACTOR during the prior month. For any month during the Term of the Agreement, CONTRACTOR shall not invoice HEALTH SHARE for an amount that exceeds ten percent (10%) of the total project budget set forth in Exhibit 2. If CONTRACTOR has a need to invoice more than ten percent (10%) of the total project budget in a given month, CONTRACTOR must obtain written approval from HEALTH SHARE. CONTRACTOR shall submit invoices no later than thirty (30) calendar days following the end of the subject month to:

Health Share of Oregon
Attn: Larry Soderberg, Controller
208 SW Fifth Ave, Suite 400
Portland, OR 97204

- c) CONTRACTOR's use of Compensation shall be limited to the reimbursement of costs for providing Services under this Contract. CONTRACTOR's use of Compensation for any other purpose shall be considered a breach of this Contract.
- d) HEALTH SHARE shall pay invoices in full no later than thirty (30) calendar days from HEALTH SHARE's receipt of an invoice from CONTRACTOR, provided that:
 - i) CONTRACTOR submits the invoice in accordance with the terms of this Exhibit; and
 - ii) HEALTH SHARE has determined that CONTRACTOR's expenses claimed on the invoice are correct and reflect Services that have been performed satisfactorily in accordance with the terms and conditions of this Contract.
- e) CONTRACTOR shall maintain complete and accurate records of all expenditures and costs incurred in performing the Services required under this Contract, and will make available such costs with appropriate documentation to HEALTH SHARE upon request.
- f) The parties hereby agree that any and all Compensation due to CONTRACTOR under this Contract is provisional and subject to full payment received by HEALTH SHARE from the Oregon Health Authority (OHA) under that certain Transformation Fund Grant Agreement, Grant Agreement Number 144324 ("Grant Agreement"), which HEALTH SHARE may make available to CONTRACTOR upon request. If HEALTH SHARE is not paid by OHA under the Grant Agreement for the Services provided by CONTRACTOR, then HEALTH SHARE shall not be required to pay CONTRACTOR for such Services.
- g) HEALTH SHARE may withhold Compensation due to CONTRACTOR in any amount necessary, in HEALTH SHARE's sole discretion, to protect HEALTH SHARE from any loss, damage, or claim which may result from CONTRACTOR's performance of Services, failure to perform SERVICES in accordance with the terms of the Contract, or failure to make proper payment to suppliers or subcontractors.
- h) CONTRACTOR must obtain written approval from HEALTH SHARE in order to make changes to the budget set forth in Exhibit 2.

3) Expenditure of Grant Funds.

- a) CONTRACTOR may expend the Grant funds solely to cover costs necessarily incurred by CONTRACTOR in operating the project and subject to the following restrictions and any other restrictions imposed by other provisions of this Agreement or by applicable law.
 - i) Personnel Expenses. CONTRACTOR may expend the Grant funds for Personnel Expenses only for staff that are directly working on this project. Expenses for legal counsel, accounting and similar expenses are not considered Personnel Expenses for this Program.
 - ii) Travel Expenses. CONTRACTOR may expend the Grant funds for approved travel expenses at rates not to exceed current state rates (for non-represented employees) in effect at the time the expenses are incurred. All travel shall be conducted in the most efficient and cost-effective manner and result in the best value to the State. Personal expenses will not be authorized at any time. Amounts for travel expenses are included in, and not in addition to, the Grant.
 - iii) Indirect/Administrative Expenses. Indirect administrative cost are discouraged; however HEALTH SHARE reserves the right to negotiate with CONTRACTOR, who makes a strong and compelling case as to why costs are critical to the transformation Project. Any indirect cost may not exceed 12% of the total budget.
 - iv) Grant funds may not be used to provide enhanced reimbursements generally (although alternative or enhanced payments as part of an innovative pilot or program are allowable), not to supplant state covered services. Funded activities may include, but are not limited to: personnel, travel expenses, meetings and supplies, consultants, and indirect expenses affiliated with the project such as administrative support, telephone, and computers.

4) Reports.

- a) On a quarterly basis, CONTRACTOR shall provide HEALTH SHARE with a written progress report that includes the information requested by HEALTH SHARE. HEALTH SHARE shall provide CONTRACTOR with a template progress report form to provide the necessary information to HEALTH SHARE. CONTRACTOR shall submit a progress report to HEALTH SHARE by each "Report Due" date stated below.

Reporting Period	Report Due
February 1 – March 31, 2014	March 31, 2014
April 1 – June 30, 2014	June 30, 2014
July 1 – September 30, 2014	September 30, 2014
October 1 – December 31, 2014	December 31, 2014
January 1 – March 31, 2015	March 31, 2015
April 1 – June 30, 2015	July 15, 2015

- b) CONTRACTOR shall provide HEALTH SHARE with any additional information that HEALTH SHARE reasonably considers necessary to allow HEALTH SHARE to prepare the final report and reconciliation to OHA as required by the Grant Agreement.

EXHIBIT 2

HEALTH SHARE OF OREGON SERVICES CONTRACT

PROJECT BUDGET

Project: Expansion of Healthy Homes Asthma Project in Clackamas County

Personnel Costs

Position	FTE	Salary	Benefits	Total Cost
Community Health Nurse	0.8	\$60,606.40	\$32,617.20	\$93,223.60
Community Health Worker	0.5	\$26,534.40	\$19,398.60	\$45,933.00
Supervisor	0.1	\$5,233.00	\$3,486.40	\$8,719.40
Office Support	0.2	\$8,614.60	\$6,365.60	\$14,980.20
Subtotal: Personnel				\$162,856.20

Materials & Supplies

	Total Cost
Healthy Homes Family Binder (\$8 x 50 families)	\$400.00
Family Incentives, HEPA Vacuum, Pillow and Mattress Covers, Walk off mats	\$15,000.00
Subtotal: Materials & Supplies	\$15,400.00

Consultants & Contracted Services

	Total Cost
Translation	\$1,500.00
Subtotal: Consultants & Contracted Services	\$1,500.00

Professional Training and Development

	Total Cost
Staff Training	\$1,500.00
Subtotal: Professional Training and Development	\$1,500.00

Other Budget Items

	Total Cost
Space, data, telephones, computers, postage	\$10,422.30
Subtotal: Other Budget Items	\$10,422.30

Total Project Budget \$191,678.50



6
COPY

Scott Caufield
Building Codes Administrator

BUILDING CODES DIVISION

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

March 13, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with the City of Portland
For Continued Administration of the Master Recycler Training & Program

Purpose/Outcomes	This IGA formalizes the long-standing delivery of the Master Recycler Training hosted annually by Clackamas County. The class is offered three times a year in each of Clackamas, Washington, and Multnomah Counties. It is administratively housed at the City of Portland.
Dollar Amount and Fiscal Impact	The IGA value is \$5,000, and is fully funded and budgeted for FY 13-14.
Funding Source	DTD – Solid Waste Fund (Office of Sustainability).
Safety Impact	None, generally. The class educates participants in improving aspects of household safety (e.g. reducing exposure of families to harsh or toxic chemicals), which they share when volunteering in the community.
Duration	The term commences upon execution and continues in effect through June 30, 2014. Thereafter, the agreement automatically renews for successive one year terms (July 1 - June 30), and can be terminated by either party upon thirty (30) days written notice.
Previous Board Action/Review	None.
Contact Person	Eben Polk, Supervisor – DTD - Sustainability 503-742-4470

BACKGROUND:

The Master Recycler Program is a popular citizen-education program that bridges the gap between awareness and action by educating and motivating citizens to reduce waste in homes and workplaces. It is a cost-effective way to build a community resource and is a component of Clackamas County's annual plan to meet state and regional solid waste program requirements.

The 8-week Master Recycler Training is offered 3 times a year, once each in Clackamas, Multnomah and Washington Counties. It is a partnership of Clackamas County, Washington County, the City of Portland, Metro, and Recycling Advocates. The City of Portland provides the administrative and facilitation support for the class. *For the first time, the City is requesting the approval of IGAs with partners.* The IGA and funding in the amount of \$5,000 helps defray administrative and facilitation costs. Participants also pay a \$50 fee to participate.

The program is conceptually similar to Master Gardeners and other community education programs that develop a volunteer base through classes and a certification process. Master Recyclers volunteer their time in our community or at their workplace: speaking to local groups; creating educational resources and displays; staffing booths at events including fairs, farmers' markets, neighborhood cleanups, and other local events; and designing and implementing waste reduction ideas that help residents and businesses save money.

Since 2003, 244 master recyclers have completed the trainings held in Clackamas County. Since FY 10-11 alone, more than 41,000 contacts have been made with master recyclers at events in Clackamas County, from people asking questions or wanting resources. Four of the top five volunteers (by hours) in the region are from Clackamas County. More information is available at www.masterrecycler.org.

This IGA has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Intergovernmental Agreement for the Master Recycler Training.

Respectfully submitted,



Eben Polk
Supervisor, DTD – Sustainability



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

March 13, 2014

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Cooperative Improvement Agreement No. 29477 with
Oregon Department of Transportation (ODOT) for the
OR 99E: SE Vineyard Road Signal Project**

Purpose/Outcomes	Cooperative Improvement Agreement with ODOT for the OR 99E: SE Vineyard Road Signal Project
Dollar Amount and Fiscal Impact	County will be responsible for 50% of the annual cost for maintenance, operation and electricity for the signal equipment, as per the 2002 Policy Statement for Cooperative Traffic Control Projects, Agreement 19719. This cost is estimated at \$3000 per year.
Funding Source	Road Fund
Safety Impact	The signalization of OR 99E at SE Vineyard Road will allow for safer and easier access for those that use Vineyard Road, which serves many homes and commercial developments.
Duration	Through the useful life of the facilities, defined as 20 years.
Previous Board Action	N/A
Contact Person	Richard Nys, Project Manager 503-742-4702

BACKGROUND:

This is a cooperative improvement agreement between Clackamas County and the Oregon Department of Transportation (ODOT) for the installation and future operation and maintenance of a traffic signal at OR 99E and SE Vineyard Road. ODOT has the express authority to install signals on state highways where they are deemed necessary for the safe and expeditious control of traffic. As such, ODOT is also responsible for 100% of the project costs. This project includes installing traffic signals, making ADA improvements and removal of the existing pedestrian island on OR 99E.

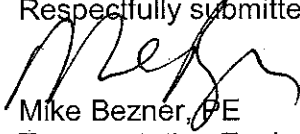
The County will be responsible for maintaining SE Vineyard Road and will be responsible for 50% of the annual cost for maintenance, operation and electricity for the signal equipment, as agreed to in the 2002 Policy Statement for Cooperative Traffic Control Projects, Agreement 19719, between the State and agencies belonging to the Association of Oregon Counties (AOC) or the League of Oregon Cities (LOC). This expense is estimated at \$3000 per year and will be paid by the Road Fund.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the attached Cooperative Improvement Agreement for the OR 99E: SE Vineyard Road Signal Project.

Respectfully submitted,



Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Richard Nys at 503-742-4702

**COOPERATIVE IMPROVEMENT AGREEMENT
OR 99E: SE Vineyard Road Signal**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. OR 99E is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). SE Vineyard Road is a part of the county road system under the jurisdiction and control of county.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes.
4. By the authority granted in ORS 810.080 State has the authority to establish marked pedestrian crosswalks on its highway facilities.
5. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to State making safety improvements at the intersection of OR 99E and SE Vineyard Road, hereinafter referred to as "Project." The Project includes installing traffic signals, making ADA improvements and removal of the existing pedestrian island. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. The Project will be financed at an estimated cost of \$929,000 in funds available to the State. The estimate for the total Project cost is subject to change. State shall be responsible for any Project costs beyond the estimate.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

AGENCY OBLIGATIONS

1. Agency shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed on SE Vineyard Road in such a manner as to provide adequate protection for said detector loops.
2. Agency shall be responsible for the maintenance of SE Vineyard Road from curb to curb.
3. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
4. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
5. Consistent with the 2002 Policy Statement for Cooperative Traffic Control Projects, Agreement 19719, between State and the agencies belonging to the Association of Oregon Counties (AOC) or the League of Oregon Cities (LOC), State and County shall each be responsible for fifty percent (50%) percent of the cost for maintenance, operation and electricity for the signal equipment, excluding the detector loops that are covered by State Obligation 2 and Agency Obligation 1. State shall perform the maintenance and be responsible for payment for signal power to the power company. The power company shall send power bills directly to State. State shall annually bill Agency for their fifty percent (50%) of the combined maintenance, operations and electricity for the Project. Agency agrees, upon receipt of annual billing from State for its share of signal maintenance and power costs, to reimburse State within 30 days of receipt of State's billing.
6. Agency's Project Manager for this Project is Richard Nys, Sr. Traffic Engineer, 150 Beaver Creek Road, Oregon City, OR 97045, 503-742-4702, RichardNys@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
2. State shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed on OR 99E in such a manner as to provide adequate protection for said detector loops.
3. State shall, upon signal turn on and proper operation, perform all necessary maintenance of said traffic signals, control the timing established for operation of the traffic signals and pay for maintenance and power costs for the traffic signals.
4. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
5. State shall be responsible for all costs associated with construction and installation of the Project.
6. State shall be responsible for illumination, signing, inspection, turn-on and signal timing.
7. State shall perform the maintenance and be responsible for payment for signal power to the power company. The power company shall send power bills directly to State. State shall annually bill Agency for their fifty percent (50%) of the combined maintenance, operations and electricity for the Project.
8. State shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on SE Vineyard Road.
9. State's Project Manager for this Project is Rick Keene, Project Leader, 123 NW Flanders Street, Portland, OR 97209, rick.k.keene@odot.state.or.us, 503-731-3289, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
4. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
5. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the

same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

6. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
7. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
8. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary 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. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

This Project is in the 2012-2015 Statewide Transportation Improvement Program, Key #17710 that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

Signature page to follow

Agency/State
Agreement No. 29477

CLACKAMAS COUNTY, by and through its
elected officials

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By  _____
Counsel

Date 2/19/14 _____

Agency Contact:

Richard Nys, Sr. Traffic Engineer
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4702
RichardNys@co.clackamas.or.us

State Contact:

Rick Keene, Project Leader
123 NW Flanders Street
Portland, OR 97209
503-731-3289
rick.k.keene@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services/Chief Engineer

Date _____

By _____
State Traffic Engineer

Date _____

By _____
Region 1 Manager

Date _____

By _____
District 2B Manager

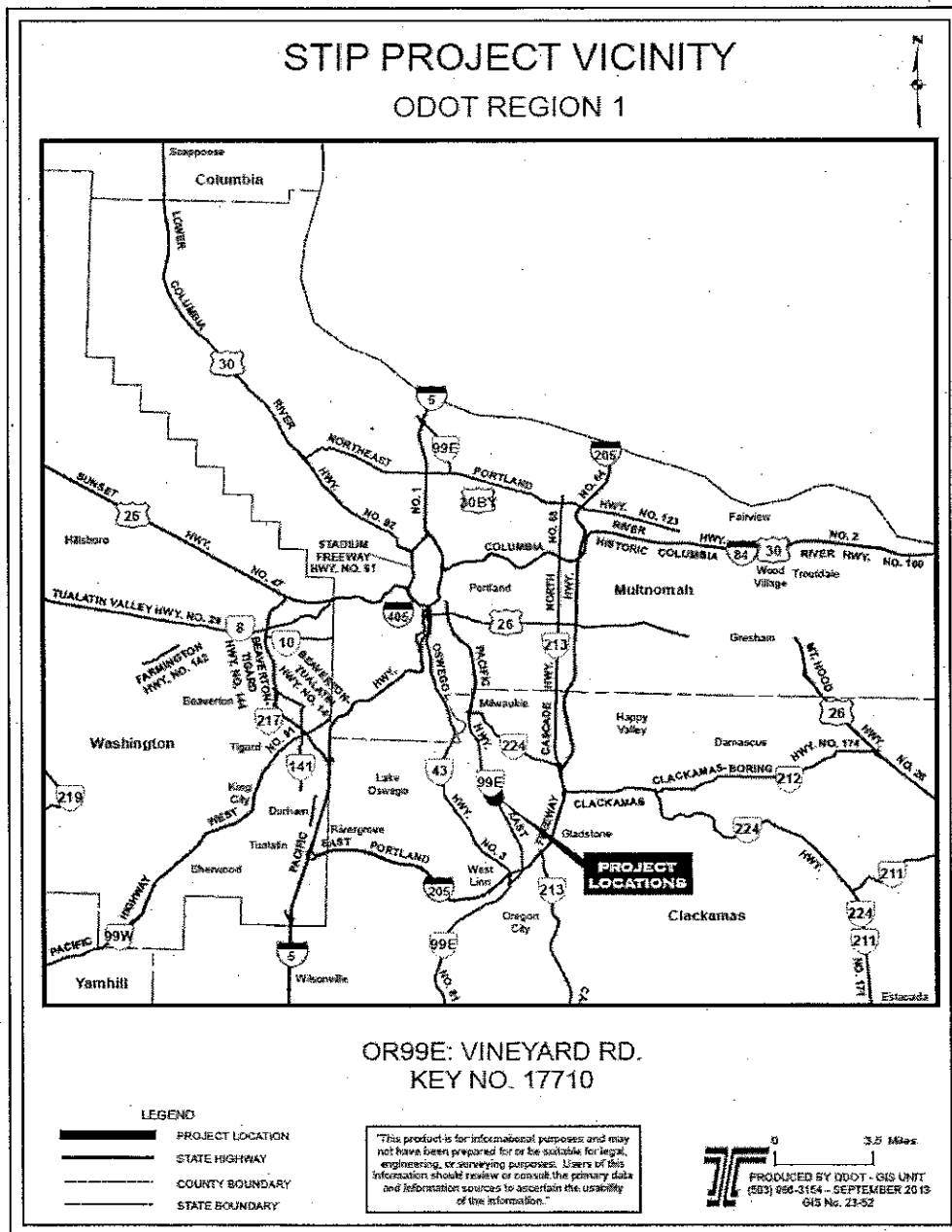
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map



8

Approval of Previous Business Meeting Minutes:

February 6, 2014

February 13, 2014

(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, February 6, 2014 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Ludlow stated we will take the agenda out of order and do the Presentation prior to Citizen Communication.

III. PRESENTATION

1. Presentation on Mt. Hood Express Bus Service
Teresa Christopherson, Social Services presented the staff report and showed a video showing the history of the Mt. Hood Express Bus service. She also introduced John Tullis from Timberline Lodge who thanked the Board and the County for their support of the Mt. Hood Express bus service.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Mack Woods, Canby – Tax assessment and Veterans' Affairs
2. Gary Klein, Milwaukie - Phase II River Park Support
3. Jo Havercamp, Oregon City - AMR Contract
4. Charles Savoie, Oak Grove - AMR Contract
5. Eric Bishtan, Tigard - AMR Contract
6. Steve Bates, Boring - SB1531, Medical Marijuana controls
7. Les Poole, Gladstone – Board process and outreach
8. Maryanna Moore, Gladstone – Gladstone Library, video recording Study Sessions, Roundtables, and VA Move
9. Steve Fritz, Estacada – AMR Contract
10. Jenny Davidson, Molalla - AMR Contract and Mt. Hood Express
11. Cyndi Lewis-Wolfram, Clackamas – AMR Contract and Josephine Estate
12. James Lemmon, Mulino - AMR Contract

~Board Discussion~

Cindy Becker, Heath, Housing and Human Services spoke regarding the Veterans' Office move to PSB building.

IV. CONSENT AGENDA

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

MOTION:

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Bernard: Second.

Clerk to call the poll:

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye - the motion is approved 5-0.

A. Department of Transportation & Development

1. Board Order No. 2014-11 Accepting and Simultaneously Vacating a Portion of S. Newkirchner Road (County Road No. 332, DTD No. 42031)

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

C. Business & Community Services

1. Approval of a Contract with Sanders Forest Products, dba as RSG Forest Products for the Cedar Ridge Timber Sale

V. COUNTY ADMINISTRATOR UPDATE

www.clackamas.us/bcc/business.html

VI. COMMISSIONERS COMMUNICATION

www.clackamas.us/bcc/business.html

MEETING ADJOURNED – 12:20 PM

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

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, February 13, 2014 - 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**

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Ludlow - We are deeply saddened by the death of our employee and colleague, Grady Waxenfelter, Grady was the County Weighmaster and was murdered last Thursday in a senseless act that occurred while he was doing his job keeping our roadways safe. Grady was a dedicated and outstanding employee who was a leader in his local church and was liked and admired by his friends, colleagues and the public he served. Our thoughts and prayers are with Grady's family during this difficult time. Please join us in a moment of silence to honor Grady's memory.

II. CITIZEN COMMUNICATION

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

1. Kay Baker, Rhododendron – Funding for the Hoodland Community Center.
2. Signe Merz, Rhododendron – Funding for the Hoodland Community Center.
3. Tena Olson, Oregon City – Veterans' Service Office move.
4. Charles Savoie, Milwaukie – Ambulance Service Contract matter.
5. Steve Bates, Boring – Urban Renewal Dollars.
6. Karen Bowerman, Lake Oswego – Campaigning Finance Pledge.
7. Les Poole, Gladstone – Columbia River Crossing hearing in Salem.
8. Mack Woods, Canby – Veterans' Services Office move.

III. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Smith: Second.

Clerk to call the poll:

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye - the motion is approved 5-0.

A. Health, Housing & Human Services

1. Board Order No. **2014-12** Approval of Mental Health Director's Designee to Authorize a Custody Hold Under *ORS 426.233*
2. Approval of Amendment No. 1 to Professional, Technical, and Consultant Service Contract with Resource Connections of Oregon to Provide Fiscal Intermediary Services for Persons with Developmental Disabilities

B. Emergency Management

1. Approval of Fiscal Year 2012 Urban Area Security Initiative (UASI) Subrecipient Grant Agreement with the City of Happy Valley

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Amendment No. 1 to State of Oregon Intergovernmental Agreement Number 143653 for Legal Services for Child Welfare Dependency Cases – *District Attorney*

D. Business & Community Services

1. Memorandum of Agreement between Clackamas County and the Workforce Investment Council of Clackamas County (WICCO)

IV. WATER ENVIRONMENT SERVICES

1. Approval of a Section 00500 Construction Agreement between Clackamas County Service District No. 1 and Marine Industrial, LLC for the CIA Pump Station 2013 Wet Well Rehab

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:35 PM

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



9

Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of the contract with Xilogix LLC to Provide and Install a
Enterprise Backup and Recovery System**

Purpose/Outcomes	Provide high performance backup & recovery system for the County
Dollar Amount and Fiscal Impact	\$439,354.30.
Funding Source	Fund 747 – Several ORGs (budgeted in FY13-14 Technology Services budget)
Safety Impact	None
Duration	The system will be fully operational by June 30, 2014.
Previous Board Action	None
Contact Person	Dave Devore
Contract No.	503-723-4996

BACKGROUND:

Technology Services is tasked with the installation, management, maintenance and recovery of the County's data storage and management systems. This entails a complex, high-performance and resilient combination of systems with multiple layers of equipment, software and security managing most of the County's data including home drives, share drives, databases and document management. Maintaining the performance and reliability of data storage is essential to the successful operation of County business. Historically, Technology Services has maintained a tape backup system to ensure the County data is recoverable for both minor events and serious system failure or disaster.

Given the increasing demands on the availability of data in performing the County business functions, including the need for 24*7*365 reliable data services, and the growing amount of data required, the tape backup system is no longer able to perform at the service levels required. Maintaining consistent and up to date backups are increasingly difficult given the volume of data involved. Additionally, the performance level of the tape system to restore critical data no longer meets the data availability requirements of the County. If a large system was corrupted and required a restore, the amount of time could range from many hours to several days.

In an effort to implement a storage backup and recovery solution to meet these challenges and service requirements, Technology Services has recently completed an extensive research effort culminating in a RFP to find a modern high performance and scalable solution to protect the valuable data of the County now and into the future. This system would replace the current tape based solution with a scalable high speed disk based backup and recovery system that allows for much greater backup/recovery speeds and reliability. The system would also add additional data management capabilities, improved data integrity and increased efficiency while actually reducing the annual maintenance costs of the backup system compared to the current system.

A Request for Proposals was issued May 29, 2013. At the time of closing on June 19, 2013 4 proposals were received: Xiologix LLC, Commvault, Nordisk Systems and Datalink. Proposals were reviewed by an evaluation committee. The review was a two phase process. The proposal from Xiologix LLC was deemed to be the one best meeting the needs of the County for this project.

This contract has been reviewed by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval the contract with Xiologix LLC to provide and install a Enterprise Backup and Recovery System. Xiologix LLC is an authorized EMC reseller. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this contract.

Sincerely,



Dave Cummings
CIO Technology Services

Placed on the Agenda of March 13th, 2014 by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

March 13, 2014

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of March 13, 2014, approval of a contract with Xiologix LLC to provide and install a Enterprise Backup and Recovery System for Technology Services. This contract was requested by David Cummings, CIO, Technology Services.

A Request for Proposals was issued May 29, 2013. At the time of closing on June 19, 2013 4 proposals were received: Xiologix LLC, Commvault, Nordisk Systems and Datalink. Proposals were reviewed by an evaluation committee. The review was a two phase process. The proposal from Xiologix LLC was deemed to be the one best meeting the needs of the County for this project.


Funds are budgeted in fund 747, various orgs, in FY 2013/2014. The value of this contract is \$439,354.30.

RECOMMENDATION:

Staff respectfully recommends approval the contract with Xiologix LLC to provide and install a Enterprise Backup and Recovery System. Xiologix LLC is an authorized EMC reseller. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this contract.

County Counsel has reviewed this contract.

Respectfully submitted,


Tom Averett, CPPB
Buyer



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

150 Beavercreek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

10

March 13, 2014

The Board of Commissioners acting as the Governing Body
of the North Clackamas Parks and Recreation District

Members of the Board:

Board Order Authorizing North Clackamas Parks and Recreation District to Apply for
Oregon Parks and Recreation Department Land and Water Conservation Fund Grant Program
for Harmony Road Neighborhood Park

Purpose/Outcome	N CPRD requests approval to apply for the Oregon Parks and Recreation Department (OPRD) Land and Water Conservation Fund (LWCF) Grant Program for funding to rehabilitate Harmony Road Neighborhood Park.
Dollar Amount and Fiscal Impact	The grant application is seeking approximately \$45,000 in federal funding to match N CPRD's local matching funds. Total project amount is estimated to be \$90,000.
Funding Source	N CPRD Capital Asset Replacement Fund, 2014/2015 FY
Safety Impact	Awarding of LWCF grant funds will allow rehabilitation of several park elements to occur, assuring a safe environment for public use.
Duration	If awarded, grant funds are available for two years
Previous Board Action/Review	Not applicable.
Contact Person	Jeroen Kok, N CPRD Planning, Development & Resource Manager, 503-742-4421

BACKGROUND:

The 1.5-acre Harmony Road Neighborhood Park property was originally constructed by N CPRD and the Clackamas County Development Agency and opened to the public in 1995. Harmony Road Neighborhood Park is a popular neighborhood and is an integral part of the surrounding Southgate neighborhood. N CPRD has maintained the park to a high standard, but this is a very important and active park in an underserved area of the community, and many elements have reached the point of necessary lifecycle improvements and replacement. OPRD LWCF funding will allow N CPRD to complete this project. The project is a priority of the N CPRD Master Plan and is identified as a priority in the N CPRD Capital Repair and Replacement List.

RECOMMENDATION:

Staff and the District Advisory Board respectfully recommend that The Board of Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approves the Board Order authorizing staff to proceed with the LWCF grant application.

Respectfully submitted,

Gary Barth
Director

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

In the Matter of Authorizing the North Clackamas Parks and Recreation District to apply for Land and Water Conservation Fund Assistance from the Oregon Parks and Recreation Department for rehabilitation of Harmony Road Neighborhood Park



Order No. _____

Whereas, the Oregon Parks and Recreation Department is accepting applications for the federal Land and Water Conservation Fund Grant Program; and

Whereas, the North Clackamas Parks and Recreation District (NCPRD) desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation improvements and enhancements; and

Whereas, the North Clackamas Parks and Recreation District Advisory Board and Clackamas County Board of Commissioners, acting as the Board of Directors of the NCPRD, have identified rehabilitation improvements at Harmony Road Neighborhood Park as a high priority need; and

Whereas, the rehabilitation of Harmony Road Neighborhood Park will include improvements to the existing paved trail, basketball courts, playground, parking lot, and landscaping; and

Whereas, NCPRD hereby certifies that the matching share for this application is readily available in the Capital Assets Replacement Fund at this time; and

Whereas, annual maintenance costs at Harmony Road Neighborhood Park are approximately \$4,800 and NCPRD has dedicated adequate funding for on-going operations and maintenance of this park and recreation facility; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, demonstrates its support for the submittal of a grant application to the Oregon Parks and Recreation Department for rehabilitation of the Harmony Road Neighborhood Park and does hereby authorize the District to apply for approximately \$45,000 for site improvements, as specified above.

DATED this _____ day of March, 2014

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary